

NEW ISSUE - Book-Entry Only

In the opinion of Sherman & Howard L.L.C., Bond Counsel, the interest on the 2014 Series A Bonds is not excluded from gross income for federal income tax purposes pursuant to the Tax Code. The 2014 Series A 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 2014 Series A Bonds. See "Part I – TAX MATTERS."



\$55,435,000
COLORADO HOUSING AND FINANCE AUTHORITY
Federally Taxable Single Family Mortgage Class I Bonds
2014 Series A

Dated: Date of Delivery

Due: As shown on inside front cover

The 2014 Series A Bonds shown above are being issued by the Colorado Housing and Finance Authority as fully registered bonds pursuant to a Master Indenture of Trust and a 2014 Series A Indenture, each between the Authority and Zions First National Bank, Denver, Colorado, as Trustee. Proceeds of the 2014 Series A Bonds, together with other available funds, will be used (i) to redeem and pay certain bonds outstanding under the Master Indenture, the proceeds of which were used to acquire mortgage loans made to finance single family residences in the State of Colorado, and (ii) to pay costs of issuance in accordance with the Indenture. The 2014 Series A Bonds will bear interest at the fixed interest rates shown on the inside front cover. Interest on the 2014 Series A Bonds will be payable on each May 1 and November 1, commencing on May 1, 2015, on any redemption date (as applicable) and at maturity. Principal of the 2014 Series A Bonds is payable in the amounts and on the dates shown on the inside front cover, subject to prior redemption.

The 2014 Series A Bonds, when issued, will be registered in the name of Cede & Co., as holder of the 2014 Series A Bonds and nominee of The Depository Trust Company, New York, New York. One fully registered bond equal to the principal amount of the 2014 Series A Bonds of each maturity will be registered in the name of Cede & Co. Individual purchases of 2014 Series A Bonds will be made in book-entry form only, and beneficial owners of the 2014 Series A Bonds will not receive physical delivery of bond certificates representing their interest in the 2014 Series A Bonds, except as described herein. 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 2014 Series A Bonds. Payments of principal of and interest on the 2014 Series A 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. Disbursement of such payments to DTC participants is the responsibility of DTC, and disbursement of such payments to the beneficial owners of the 2014 Series A Bonds is the responsibility of the DTC participants and the indirect participants, as more fully described herein.

SEE MATURITY SCHEDULE ON INSIDE FRONT COVER

The 2014 Series A Bonds are subject to special redemption, optional redemption and mandatory sinking fund redemption prior to maturity as described herein.

The Master Indenture provides for four classes of Bonds or Auxiliary Obligations thereunder – Class I, Class II, Class III and Class IV Obligations. The 2014 Series A Bonds are being issued as Class I Bonds which are special, limited obligations of the Authority payable solely from the revenues, assets and moneys pledged under the Master Indenture as described herein on an equal and ratable basis with all other Class I Obligations now or hereafter outstanding under the Master Indenture. Additional Bonds or Auxiliary Obligations may be issued or incurred by the Authority under the Master Indenture in each of the four Classes and as general obligations of the Authority upon delivery of a Cash Flow Certificate and satisfaction of certain other conditions as set forth in the Master Indenture. **In no event shall the 2014 Series A 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 political subdivision thereof (other than the general credit of the Authority, which general credit is not being pledged for the payment of the 2014 Series A Bonds).**

This cover page contains certain information for quick reference only. It is not a summary of the 2014 Series A Bonds. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision.

The 2014 Series A Bonds are offered when, as and if issued and delivered, subject to the approval of legality by Sherman & Howard L.L.C., Denver, Colorado, Bond Counsel to the Authority, and certain other conditions. Certain legal matters will be passed on for the Authority by Charles L. Borgman, 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 2014 Series A Bonds by their counsel, Dorsey & Whitney LLP, Des Moines, Iowa. CSG Advisors Incorporated is serving as municipal advisor to the Authority in connection with the offering of the 2014 Series A Bonds. Subject to prevailing market conditions, the Underwriters intend, but are not obligated, to make a market in the 2014 Series A Bonds. For details of the Underwriters' compensation, see "Part I – UNDERWRITING" herein. It is expected that the 2014 Series A Bonds will be delivered (through DTC) in New York, New York on or about November 6, 2014.

RBC Capital Markets

BofA Merrill Lynch

George K. Baum & Company

Barclays

Harvestons Securities, Inc.

J.P. Morgan

D.A. Davidson

Loop Capital

This Official Statement is dated October 22, 2014.

MATURITY SCHEDULE

(CUSIP six digit issuer No. 196479[†])

\$55,435,000 2014 Series A Bonds

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP[†]</u>	<u>Maturity (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>Price</u>	<u>CUSIP[†]</u>
2015	\$3,080,000	0.330%	100%	VV8	2015	\$2,965,000	0.400%	100%	VW6
2016	2,910,000	0.620	100	VX4	2016	2,810,000	0.720	100	VY2
2017	2,775,000	1.170	100	VZ9	2017	2,695,000	1.320	100	WA3
2018	2,655,000	1.694	100	WB1	2018	2,585,000	1.844	100	WC9
2019	2,555,000	2.024	100	WD7	2019	2,470,000	2.144	100	WE5
2020	2,430,000	2.373	100	WF2	2020	2,375,000	2.543	100	WG0
2021	2,335,000	2.713	100	WH8	2021	2,290,000	2.793	100	WJ4
2022	1,985,000	2.881	100	WK1	2022	1,950,000	2.981	100	WL9
2023	1,730,000	3.081	100	WM7	2023	1,700,000	3.161	100	WN5

\$11,140,000 Term Bond due November 1, 2027, Interest Rate: 3.531%, Price: 100%, CUSIP: WP0[†]

[†] Neither the Authority nor the Underwriters take any responsibility for the accuracy of the CUSIP numbers, which are being provided solely for the convenience of the owners of the 2014 Series A 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 circumstances, 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 2014 Series A 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. The Underwriters have reviewed the information in this Official Statement in accordance with, and as 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 such information, and it is not to be construed as the promise or guarantee of the Underwriters. 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 for investors regarding the Authority and the 2014 Series A 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 entitled "For Investors") with respect to the 2014 Series A Bonds, the Mortgage Loans or any other bonds or obligations of the Authority.

THE PRICE AT WHICH THE 2014 SERIES A BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELD RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICES APPEARING ON THE INSIDE FRONT COVER HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICES 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 2014 SERIES A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

The 2014 Series A 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.

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**This Official Statement is comprised of the front cover page, inside front cover page,
Parts I and II and the Appendices.**

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OFFICIAL STATEMENT

\$55,435,000

COLORADO HOUSING AND FINANCE AUTHORITY Federally Taxable Single Family Mortgage Class I Bonds 2014 Series A

PART I

INTRODUCTION

This Official Statement, which includes the front cover page, inside front cover page, this Part I, Part II 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 in this Official Statement as the "**2014 Series A Bonds**"). The 2014 Series A Bonds are being issued pursuant to the Master Indenture of Trust dated as of October 1, 2001, as amended (the "**Master Indenture**"), and the 2014 Series A Indenture dated as of November 1, 2014 (the "**2014 Series A Indenture**," and together with the Master Indenture, the "**Indenture**"), each between the Authority and Zions First National Bank, Denver, Colorado, as Trustee (the "**Trustee**"). Capitalized terms used herein and not defined have the meanings specified in the Indenture. See "FORMS OF THE INDENTURE" in **Appendix A** to this Official Statement.

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, inside front cover page, this Part I, Part II hereof and the Appendices hereto, and the documents summarized or described herein. A full review should be made of this entire Official Statement. The offering of 2014 Series A Bonds to potential investors is made only by means of this 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 2014 Series A 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 housing, rental and business finance programs. See "Part II – COLORADO HOUSING AND FINANCE AUTHORITY – Programs to Date." 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. The 2014 Series A Bonds are being issued to provide funds to redeem and pay bonds the proceeds of which were used to acquire Mortgage Loans under the Authority's Single Family Mortgage Program. Proceeds of the 2014 Series A Bonds may not be used to finance any activities of the Authority other than related to the Single Family Mortgage Program. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." *For financial information concerning the Authority, see "Part II – COLORADO HOUSING AND FINANCE AUTHORITY – Selected Financial Information" and the financial statements of the Authority attached hereto as **Appendix E**.*

Authority for Issuance

The 2014 Series A 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 2014 Series A Bonds are being issued and secured under the Indenture.

Purposes of the 2014 Series A Bonds

Proceeds of the 2014 Series A Bonds, together with other available funds, will be used to (i) redeem and pay the Authority's Single Family Mortgage Class I Adjustable Rate Bonds, 2004 Series A-2 (the "**2004 Series A-2 Bonds**") and the Authority's Single Family Mortgage Class I Adjustable Rate Bonds, 2005 Series A-2 (the "**2005 Series A-2 Bonds**" and, together with the 2004 Series A-2 Bonds, the "**Refunded Bonds**"), and (ii) pay costs of issuance in accordance with the 2014 Series A Indenture, as described in "Part I – PLAN OF FINANCE." Upon the redemption and payment of the Refunded Bonds, the Mortgage Loans made with the proceeds of the 2004 Series A-2 Bonds, the proceeds of the 2005 Series A-2 Bonds and certain excess moneys in the surplus assets subaccount of the Acquisition Account (collectively, the "**2014A Mortgage Loans**") will be transferred to the 2014 Series A subaccount of the Acquisition Account. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Transfer of 2014A Mortgage Loans." Furthermore, the Debt Service Reserve Fund Requirement for the 2014 Series A Bonds shall initially be satisfied by the transfer of certain Investment Securities held in the 2004A subaccount of the Debt Service Reserve Fund to the 2014 Series A subaccount of the Debt Service Reserve Fund. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Debt Service Reserve Fund Requirements."

Description of the 2014 Series A Bonds

Interest Rates and Payments

The 2014 Series A Bonds will bear interest at the fixed interest rates shown on the inside front cover hereof. Interest on the 2014 Series A Bonds will be payable on each May 1 and November 1, commencing on May 1, 2015, 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 2014 Series A Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. Principal of the 2014 Series A Bonds is payable in the amounts and on the dates as shown on the inside front cover hereof, subject to prior redemption.

Redemption

Certain of the 2014 Series A Bonds are subject to special, optional and mandatory sinking fund redemption prior to maturity. See "Part I – TERMS OF THE 2014 SERIES A BONDS." See also "Part II – CERTAIN BONDOWNERS' RISKS – Considerations Regarding Redemption."

For a more complete description of the 2014 Series A Bonds and the Indenture pursuant to which such 2014 Series A Bonds are being issued, see "Part I – TERMS OF THE 2014 SERIES A BONDS" and Appendix A – "FORMS OF THE INDENTURE."

Security and Sources of Payment

All Bonds and Auxiliary Obligations outstanding under the Master Indenture (other than Auxiliary Obligations which are General Obligations of the Authority) will be secured by and payable from all of the Authority's rights and interests in and to the revenues, assets and moneys pledged under

the Master Indenture, in particular the Revenues and the Mortgage Loans (collectively, the "**Trust Estate**"). See "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS" and **Appendix B-2** – "THE MORTGAGE LOAN PORTFOLIO AND FUND BALANCES." In accordance with the Master Indenture, any Bonds or Auxiliary Obligations may be outstanding as Class I, Class II, Class III or Class IV Obligations, and may also be designated as General Obligations of the Authority. As of August 1, 2014, Bonds issued under the Master Indenture were outstanding in an aggregate principal amount of \$1,130,240,000, including \$1,002,700,000 for the Class I Bonds, \$84,745,000 for the Class II Bonds and \$42,795,000 for the Class III Bonds. No Class IV Bonds were outstanding under the Master Indenture as of such date. See "Part I – PLAN OF FINANCE," "Part I – CERTAIN PROGRAM ASSUMPTIONS" and **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS."

The 2014 Series A Bonds are being issued as Class I Obligations pursuant to the Indenture and will be payable and secured by the Trust Estate as described herein. None of the 2014 Series A Bonds are being issued as Class II, Class III or Class IV Obligations. The 2014 Series A Bonds are not being designated as General Obligations of the Authority. As part of the Trust Estate, the 2014 Series A Bonds will be secured by the Debt Service Reserve Fund established under the Master Indenture. The Debt Service Reserve Fund Requirement for the 2014 Series A Bonds will be satisfied as described in "Part I – PLAN OF FINANCE – Sources and Uses of Funds" and "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS." See also "Part I – CERTAIN PROGRAM ASSUMPTIONS – Debt Service Reserve Fund Requirement." **In no event shall the 2014 Series A 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 2014 Series A Bonds).**

Professionals Involved in the Offering

In connection with the issuance and sale of the 2014 Series A 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 L. Borgman, Esq., and by its Disclosure Counsel, Hogan Lovells US LLP. CSG Advisors Incorporated is serving as municipal advisor to the Authority in connection with the offering of the 2014 Series A Bonds. The Underwriters are being represented in connection with their purchase of the 2014 Series A Bonds by their counsel, Dorsey & Whitney LLP. See "Part I – LEGAL MATTERS."

Availability of Continuing Information

In connection with the issuance of the 2014 Series A Bonds, the Authority will deliver a Continuing Disclosure Undertaking, in the form attached as **Appendix H** hereto, by which the Authority will agree to make available, in compliance with Rule 15c2-12 of the Securities Exchange Act of 1934 ("**Rule 15c2-12**"), certain annual financial information and audited financial statements commencing with the fiscal year ending December 31, 2014 and notice of certain material events. See "Part I – AVAILABILITY OF CONTINUING INFORMATION."

Investment Considerations

The purchase and ownership of the 2014 Series A Bonds involve investment risks. Prospective purchasers of the 2014 Series A 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 2014 Series A Bonds, see "Part II – CERTAIN BONDOWNERS' RISKS."

Additional Information

Additional information may be requested from the Authority by contacting Margaret Danuser, Director of Finance, at 1981 Blake Street, Denver, Colorado 80202, phone: (303) 297-7328, email: mdanuser@chfainfo.com.

TERMS OF THE 2014 SERIES A BONDS

General Terms

Payment

The principal or redemption price of the 2014 Series A Bonds is payable to Cede & Co. Interest on the 2014 Series A Bonds will be payable on the Interest Payment Dates to Cede & Co.

Book-Entry System

DTC will act as securities depository for the 2014 Series A Bonds. The ownership of one fully registered Bond for each maturity as set forth on the inside front cover, each in the aggregate principal amount of such maturity, 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 F – "BOOK-ENTRY SYSTEM."** **So long as the 2014 Series A Bonds are registered in the DTC book-entry form described in Appendix F, each Beneficial Owner of a 2014 Series A Bond should make arrangements with a Participant in DTC to receive notices or communications with respect to matters concerning the 2014 Series A Bonds.**

Defeasance and Discharge

The Indenture provides the Authority with the right to discharge the pledge and lien created by the Indenture with respect to any 2014 Series A Bonds by depositing with the Trustee or the Paying Agent sufficient moneys or Defeasance Securities to pay when due the principal or Redemption Price of, if applicable, and interest due or to become due on such 2014 Series A Bonds at the maturity or redemption thereof. See **Appendix A – "FORMS OF THE INDENTURE – Defeasance."**

Interest

The 2014 Series A Bonds, to be dated the date of delivery thereof, will bear interest at the rates, and will mature, subject to prior redemption as described in "Prior Redemption" under this caption, in the amounts and on the dates as shown on the inside front cover of this Official Statement. Interest on the 2014 Series A Bonds will be computed on the basis of a 360-day year of twelve 30-day months and will be payable each May 1 and November 1, commencing May 1, 2015, on any redemption date and at maturity. The 2014 Series A Bonds will be issued as fully registered bonds without coupons. Purchases of the 2014 Series A Bonds are to be made in denominations of \$5,000 or any integral multiple thereof. The 2014 Series A Bonds are subject to redemption as described in "Prior Redemption" under this caption.

Prior Redemption

Special Redemption

The 2014 Series A Bonds are subject to redemption prior to maturity, as a whole or in part, upon notice as provided in the Indenture and described in "Notice of Redemption" under this caption, at a redemption price equal to the principal amount of the 2014 Series A Bonds or portions thereof to be so redeemed, plus accrued interest thereon to the date of redemption, without premium, on any date, from amounts deposited in the 2014 Series A subaccount of the Class I Special Redemption Account. See also "Selection of 2014 Series A Bonds for Partial Redemption" under this caption.

It is anticipated that moneys will be available to redeem 2014 Series A Bonds without premium in accordance with the preceding paragraph. General information concerning prepayments on mortgage loans relating to outstanding bonds of the Authority (including the Bonds) has been filed by the Authority with and is available from EMMA (as defined herein). See "Part II – CERTAIN BONDOWNERS' RISKS – Considerations Regarding Redemption at Par."

No Cross Calls or Recycling

Pursuant to the Master Indenture, the Authority may, by delivery of an Authority Request to the Trustee, instruct the Trustee to transfer moneys on deposit in any subaccount of an Account in the Redemption Fund to another subaccount of the same Account in the Redemption Fund to be applied to the redemption of the same Class of Bonds of a different Series. In addition, the Master Indenture permits the Authority, by delivery of an Authority Request to the Trustee at any time prior to the giving of notice of redemption, to instruct the Trustee to transfer moneys on deposit in a subaccount of an Account in the Redemption Fund to a Related or an Unrelated subaccount of the Acquisition Account to be used to make or purchase Mortgage Loans as permitted by the Master Indenture. See **Appendix A – "FORMS OF THE INDENTURE – Master Indenture – Redemption Fund."** **However, such cross calls and recycling with respect to the 2014 Series A Bonds are expressly prohibited by the 2014 Series A Indenture.** See **Appendix A – "FORMS OF THE INDENTURE."**

Optional Redemption

The 2014 Series A Bonds maturing on November 1, 2027 are subject to redemption at the option of the Authority, on or after November 1, 2023, in whole or in part at any time, at a Redemption Price equal to 100% of the principal amount thereof, or portions thereof, to be redeemed, plus the accrued interest thereon to the date of redemption. The 2014 Series A Bonds shall be subject to redemption prior to maturity at the option of the Authority from any source, including without limitation the proceeds of refunding bonds or other financing provided by the Authority or from the sale or other voluntary disposition of Mortgage Loans, as further described under "Selection of 2014 Series A Bonds for Partial Redemption" and "Notice of Redemption."

Mandatory Sinking Fund Redemption

The 2014 Series A Bonds maturing on November 1, 2027 shall be redeemed prior to their maturity, in part, by lot by payment of 2014 Series A Class I Sinking Fund Installments, upon notice as provided in the Indenture and described in "Notice of Redemption" under this caption, on each of the dates set forth below and in the respective principal amounts set forth opposite each such date, in each case at a Redemption Price equal to 100% of the principal amount of such 2014 Series A Bonds maturing on November 1, 2027 or portions thereof to be redeemed, plus accrued interest to the redemption date as follows:

2014 Series A Bonds maturing on November 1, 2027

<u>Year</u> <u>(May 1)</u>	Class I Sinking Fund <u>Installment</u>	<u>Year</u> <u>(November 1)</u>	Class I Sinking Fund <u>Installment</u>
2024	\$1,680,000	2024	\$1,640,000
2025	1,630,000	2025	1,620,000
2026	1,610,000	2026	1,595,000
2027	690,000	2027 ⁽¹⁾	675,000

⁽¹⁾ Maturity Date

Upon any purchase pursuant to the Indenture or redemption (other than mandatory sinking fund redemption) of the 2014 Series A Bonds maturing on November 1, 2027 for which 2014 Series A Class I Sinking Fund Installments have been established, there shall be credited toward each 2014 Series A Class I Sinking Fund Installment thereafter to become for such 2014 Series A Bonds maturing on November 1, 2027 due an amount bearing the same ratio to such 2014 Series A Class I Sinking Fund Installment as (i) the total principal amount of such 2014 Series A Bonds so purchased or redeemed bears to (ii) the aggregate principal amount of such 2014 Series A Bonds Outstanding prior to such redemption or purchase. If, however, there shall be filed with the Trustee an Authority Request specifying a different method for crediting 2014 Series A Class I Sinking Fund Installments upon any such purchase or redemption of such 2014 Series A Bonds and certifying that such request is consistent with the most recently filed Cash Flow Statement Related to the 2014 Series A Bonds, then such 2014 Series A Class I Sinking Fund Installments shall be so credited as shall be provided in such Authority Request.

Selection of 2014 Series A Bonds for Partial Redemption

In the event of a partial redemption of the 2014 Series A Bonds, the Authority is to direct (subject to the following sentences) the maturity or maturities, and the amounts thereof, so to be redeemed. However, if less than all of the 2014 Series A Bonds of like maturity are to be redeemed on any one date, the particular 2014 Series A Bonds or the respective portions thereof to be redeemed (subject to the following sentences) are to be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion deems fair and appropriate. If less than all 2014 Series A Bonds are to be redeemed from prepayments or excess revenues under the special redemption provisions described above, then except as otherwise directed by an Authority Request that certifies that such request is consistent with the most recently filed Cash Flow Statement relating to the 2014 Series A Bonds, the 2014 Series A Bonds shall be redeemed on a pro rata by maturity basis.

Notice of Redemption

When any 2014 Series A Bonds are to be 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 Electronic Means) as may be customary for the industry as directed in writing by the Authority, not more than 60 days nor less than 25 days prior to the redemption date, to the Owner of each 2014 Series A 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. 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 2014 Series A Bond with respect to which no such failure or defect has occurred.

If DTC or its nominee is the registered owner of any 2014 Series A Bonds to be redeemed, notice of redemption will only be given to DTC or its nominee as the registered owner of such 2014 Series A 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 2014 Series A Bond to be redeemed shall not affect the validity of the redemption of such 2014 Series A Bond. See Appendix F – "BOOK-ENTRY SYSTEM."

Cancellation in Lieu of Redemption

Subject to the terms and conditions set forth in the Indenture and prior to the mailing by the Bond Registrar of a notice of redemption with respect to 2014 Series A Bonds, the Authority may direct the Trustee or the Paying Agent to purchase such 2014 Series A Bonds with available moneys under the Indenture for cancellation in lieu of redemption. The Trustee and the Paying Agent shall apply available moneys in accordance with the Indenture from the Funds and Accounts specified in the Indenture to purchase such 2014 Series A Bonds. See **Appendix A – "FORMS OF THE INDENTURE."**

Defeasance and Discharge

The Indenture provides the Authority with the right to discharge the pledge and lien created by the Indenture with respect to any 2014 Series A Bonds by depositing with the Trustee or the Paying Agent sufficient moneys or Defeasance Securities to pay when due the principal or Redemption Price of, if applicable, and interest due or to become due on such 2014 Series A Bonds at the maturity or redemption thereof. See **Appendix A – "FORMS OF THE INDENTURE – Master Indenture – Defeasance."**

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PLAN OF FINANCE

Sources and Uses of Funds

The following are the estimated sources and uses of funds relating to the 2014 Series A Bonds.

	<u>Estimated Amounts</u>
SOURCES OF FUNDS:	
Proceeds of 2014 Series A Bonds	\$55,435,000
Investments and cash on deposit in 2004A/2005A subaccounts of Debt Service Reserve Fund	11,611,927
Other available funds ⁽¹⁾	<u>11,912,476</u>
TOTAL SOURCES OF FUNDS	<u>\$78,959,403</u>
USES OF FUNDS:	
For payment of Refunded Bonds ⁽²⁾	\$72,260,000
For deposit to 2014 Series A subaccount of Debt Service Reserve Fund ⁽³⁾	2,771,750
For deposit to surplus assets subaccount of Program Fund ⁽⁴⁾	3,297,653
For costs of issuance and Underwriters' compensation ⁽⁵⁾	<u>630,000</u>
TOTAL USES OF FUNDS.....	<u>\$78,959,403</u>

- ⁽¹⁾ Represents the proceeds of the sale of Investment Securities in the 2005A subaccount of the Debt Service Reserve Fund being sold in connection with the refunding of the Refunded Bonds, certain amounts in the 2004A/2005A debt service accounts of the Revenue Fund and certain amounts in the surplus assets subaccount of the Program Fund.
- ⁽²⁾ See "The Refunding" under this caption.
- ⁽³⁾ See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Debt Service Reserve Fund Requirement" and "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS – Debt Service Reserve Fund." Certain Investment Securities on deposit in the 2004A subaccount of the Debt Service Reserve Fund will be transferred and deposited to the 2014 Series A subaccount of the Debt Service Reserve Fund at the time of the refunding of the Refunded Bonds to satisfy the Debt Service Reserve Fund Requirement for the 2014 Series A Bonds. Under the Indenture, the Authority may at any time replace such deposit with a Qualified Surety Bond to satisfy the Debt Service Reserve Fund Requirement.
- ⁽⁴⁾ Certain Investment Securities and cash on deposit in the 2004A/2005A subaccounts of the Debt Service Reserve Fund will be transferred and deposited to the surplus assets subaccount of the Program Fund.
- ⁽⁵⁾ Certain amounts from the sale of Investment Securities in the 2005A subaccount of the Debt Service Reserve Fund and certain amounts in the surplus assets subaccount of the Program Fund will be deposited to the 2014 Series A subaccount of the Costs of Issuance Account in the Program Fund and used to pay costs of issuance and Underwriters' compensation relating to the 2014 Series A Bonds. See "Part I – UNDERWRITING."

The Refunding

On the date of delivery of the 2014 Series A Bonds, proceeds of the 2014 Series A Bonds, certain amounts derived from the sale of Investment Securities in the 2005A subaccount of the Debt Service Reserve Fund and amounts in the 2004A/2005A debt service accounts of the Revenue Fund will be deposited to the 2014 Series A Refunding Account in the Program Fund and transferred to the 2004 Series A subaccount of the Class I Special Redemption Account to redeem and pay the outstanding 2004 Series A-2 Bonds and to the 2005 Series A subaccount of the Class I Special Redemption Account to redeem and pay the outstanding 2005 Series A-2 Bonds. Upon such redemption and payment of the Refunded Bonds, the 2014A Mortgage Loans will be transferred to the 2014 Series A subaccount of the Acquisition Account. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Transfer of 2014A

Mortgage Loans." In addition, upon such redemption and payment of the Refunded Bonds, the Liquidity Facilities relating thereto shall be terminated. See **Appendix B-1 – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS – The Outstanding Auxiliary Obligations – Outstanding Liquidity Facilities."**

CERTAIN PROGRAM ASSUMPTIONS

Generally

The Bonds (including the 2014 Series A Bonds) and Auxiliary Obligations outstanding under the Master Indenture (other than Auxiliary Obligations which are General Obligations of the Authority) will be secured by, among other moneys, rights and interests, the Revenues derived from the Mortgage Loans, including the 2014A Mortgage Loans. Payments on Mortgage Loans, whether from scheduled monthly installments or from Prepayments, together with Revenues generated as investment income on the funds held under the Indenture, and invested under the investment agreements, are assumed to be the primary source of Revenues. See "Transfer of 2014A Mortgage Loans" under this caption and **Appendix B-2 – "THE MORTGAGE LOAN PORTFOLIO AND FUND BALANCES."** See "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS." Such Revenues are expected by the Authority (based on certain assumptions some of which are described under this caption) to be sufficient to pay the debt service on the Bonds, including the 2014 Series A Bonds.

Assumptions have been made as to the range of variation in the generation of Revenues from such sources in order to determine the effect of such variation on the sufficiency of Revenues to pay debt service on the 2014 Series A Bonds. The Authority has reviewed these assumptions and concluded that they are reasonable, but cannot guarantee that actual results will not vary materially from those projected. To the extent that (i) Mortgage Loans are not paid on a timely basis in accordance with their terms, (ii) the rate of receipt of Prepayments is either more rapid or less rapid than that projected, (iii) interest payable on Adjustable Rate Bonds and amounts due under Related Auxiliary Obligations differs from Related Interest Rate Contract Revenues, or (iv) actual investment income differs from that estimated by the Authority, the moneys available may be insufficient for the payment of debt service on the Bonds (including the 2014 Series A Bonds) and amounts due under Related Auxiliary Obligations and operating expenses of the Program.

Transfer of 2014A Mortgage Loans

Proceeds of the 2014 Series A Bonds, together with other available funds as described in "Part I – PLAN OF FINANCING – The Refunding," are expected to be used to redeem and pay the Refunded Bonds. Following the redemption and payment of the Refunded Bonds, the 2014A Mortgage Loans will be transferred from the 2004 Series A and 2005 Series A subaccounts and from the surplus assets subaccount of the Acquisition Account to the 2014 Series A subaccount of the Acquisition Account. Accordingly, all payments, Mortgage Repayments, Prepayments and moneys in any Fund or Account related to such 2014A Mortgage Loans shall be applied to the payment and prepayment of 2014 Series A Bonds as provided in the Indenture. See "Characteristics of the 2014A Mortgage Loans" under this caption.

Characteristics of the 2014A Mortgage Loans

The 2014A Mortgage Loans will consist of all of the Mortgage Loans from the 2004 Series A and 2005 Series A subaccounts and a portion of the Mortgage Loans from the surplus assets subaccount of the Acquisition Account, which will be transferred to the 2014 Series A subaccount of the Acquisition Account as described in "Transfer of 2014A Mortgage Loans" under this caption. As of October 1, 2014, the Mortgage Loans to be transferred as 2014A Mortgage Loans had an outstanding aggregate balance of First Mortgage Loans of \$55,436,364, consisting of 577 loans with an average principal balance of \$96,077, a weighted average coupon of 5.40% and a weighted average maturity of 19.8 years. For additional information regarding the 2014A Mortgage Loans, please refer to the 2004A, 2005A and Surplus Assets summaries on the tables shown in **Appendix B-2**. The payments on the 2014A Mortgage Loans will be allocated to the 2014 Series A Bonds following redemption and payment of the Refunded Bonds.

Insurance Limitations and Requirements

The Series Indentures each require that related Mortgage Loans (i) be insured by the FHA, (ii) be guaranteed by the VA or the Rural Housing Service (formerly the RHCDS, a successor agency to the FmHA), (iii) be PMI Mortgage Loans (as hereinafter defined), (iv) be a Mortgage Loan which is not insured or guaranteed but has an original principal amount equal to or less than 80% of the appraised value (at the time of origination of such Mortgage Loan) or purchase price, whichever is less, of the property securing such Mortgage Loan (an "**Uninsured Mortgage Loan**") or (v) otherwise be a type of Mortgage Loan the purchase of which (as confirmed by each Rating Agency) will not adversely affect such Rating Agency's then current rating on any Bonds. PMI Mortgage Loans must be insured by a private insurance company approved by the Authority, qualified to transact business in the State and to provide insurance on mortgages purchased by the Federal Home Loan Mortgage Corporation or Fannie Mae and rated by the agency then rating the Bonds at least as high as "AA-" or "Aa3" (a "**Private Insurer**"), and such insurance must remain in force unless required to be terminated pursuant to federal law. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM" and **Appendix G** – "INSURANCE AND GUARANTEE PROGRAMS; FORECLOSURE." The Series Indentures each provide that percentages of each type of Mortgage Loan in the aggregate Mortgage Loan portfolio shall be percentages that each Rating Agency confirms will not adversely affect the then current rating on any Bonds (including the 2014 Series A Bonds).

"PMI Mortgage Loans" are Mortgage Loans which are insured by a private insurance company approved by the Authority, qualified to transact business in the State and to provide insurance on mortgages purchased by Freddie Mac or Fannie Mae and rated by each Rating Agency then rating the Bonds, at the time each PMI Mortgage Loan under the Indenture is made or originated, as set forth in the respective series indenture (a "**Private Insurer**"). Such insurance must remain in force except as otherwise required by the Homeowners Protection Act of 1998, as amended, 12 U.S.C. 4901, et, seq. or other applicable laws, or at the option of the Authority, the private mortgage insurance (if borrower paid) may be cancelable after the outstanding principal balance of the Mortgage Loan is reduced to 80% or less of the appraised value (based on the original appraisal) of the property securing the Mortgage Loan.

As of August 1, 2014, the following Private Insurers were providing insurance for the respective percentages of PMI Mortgage Loans (based on outstanding principal balance):

PMI Mortgage Loans and Private Insurers

<u>Name of Private Insurer</u> ⁽¹⁾	<u>Percentage of Trust Estate</u> ⁽²⁾	<u>Percentage of PMI Mortgage Loans</u> ⁽³⁾
Mortgage Guaranty Ins.	5.41%	36.26%
Genworth	4.64	31.11
RMIC	1.86	12.45
United Guaranty Corp.	1.49	9.97
PMI Mortgage Insurance Co. ⁽⁴⁾	0.73	4.89
Triad Guaranty Insurance	0.38	2.58
Radian Guaranty Inc.	0.35	2.36
Unknown	<u>0.06</u>	<u>0.38</u>
Total Percentage	14.91%	100.00%

⁽¹⁾ The ratings of several of these Private Insurers have been downgraded since the time that the PMI Mortgage Loans in the Trust Estate which are insured by such Private Insurers were originated, and such ratings are in most cases below the rating levels which were required for such Private Insurers by the applicable series indentures at the time of such originations.

⁽²⁾ Aggregate principal balance of First Mortgage Loans in the Trust Estate as of August 1, 2014 was approximately \$729 million.

⁽³⁾ Aggregate principal balance of First Mortgage Loans as of August 1, 2014 which were PMI Mortgage Loans was approximately \$114 million.

⁽⁴⁾ In October 2011, Arizona regulators took control of PMI Mortgage Insurance Co. In November 2011, PMI Mortgage Insurance Co. filed a voluntary petition under Chapter 11 of the U.S. Bankruptcy Code. In October 2013, PMI Mortgage Insurance Co. emerged from Chapter 11 bankruptcy protection after filing and approval of a reorganization plan.

As of August 1, 2014, 14.91% of the \$729 million aggregate principal amount of First Mortgage Loans in the Trust Estate were PMI Mortgage Loans. The Authority is not presently financing new Mortgage Loans under the Indenture. See "Part II – THE SINGLE FAMILY MORTGAGE LOAN PROGRAM – Background" for a description of the Authority's current financing activities with respect to its single family mortgage loan program.

Investments

In connection with the issuance of Bonds outstanding under the Master Indenture, the Authority has invested certain amounts in Series subaccounts of Funds related to such Bonds in investment agreements with the investment providers and amounts invested, and at the rates, as of August 1, 2014 as set forth in the following table. As of August 1, 2014, the total amounts in Funds held under the Master Indenture invested with the respective investment providers were as follows: \$32,421,197 (53.5%) with Trinity Funding Company, LLC; \$13,064,972 (21.5%) with Natixis Funding Corp.; \$9,613,500 (15.9%) with Royal Bank of Canada; and \$5,500,000 (9.1%) with Rabobank International.

**Outstanding Investment Agreements
(as of August 1, 2014)**

<u>Series</u>	<u>Funds Invested (in related Series subaccounts)</u>	<u>Investment Providers⁽¹⁾</u>	<u>Amounts Invested</u>	<u>Rates</u>	<u>Termination Dates</u>
2001AA	Revenue Fund, Redemption Fund, Debt Service Reserve Fund	Trinity Funding Company, LLC	\$23,761,843	5.30%/ 3 month LIBOR	3/1/36
2002A	Revenue Fund, Redemption Fund	Trinity Funding Company, LLC	4,475,500	5.10%	11/1/32
2002A	Debt Service Reserve Fund	Trinity Funding Company, LLC	2,083,391	5.60%	11/1/32
2002B	Revenue Fund, Redemption Fund ⁽²⁾	Natixis Funding Corp. ⁽²⁾	1,830,805	4.60%	11/1/32
2003A	Revenue Fund, Redemption Fund	Trinity Funding Company, LLC	2,100,463	4.13%	11/1/32
2004B	Revenue Fund, Redemption Fund ⁽²⁾	Natixis Funding Corp. ⁽²⁾	810,950	4.60%	11/1/34
2006A	Revenue Fund, Redemption Fund ⁽²⁾	Natixis Funding Corp. ⁽²⁾	2,773,425	4.60%	11/1/36
2006A	Debt Service Reserve Fund	Rabobank International	5,500,000	4.71%	11/1/36
2006B	Debt Service Reserve Fund	Royal Bank of Canada	9,613,500	5.56%	11/1/36
2008A	Revenue Fund, Redemption Fund ⁽³⁾	Natixis Funding Corp. ⁽³⁾	7,649,792	4.27%	11/1/38

⁽¹⁾ Neither the Authority nor the Underwriters make any representation about the financial condition or creditworthiness of the Investment Providers. Prospective investors are urged to make their own investigation into the financial condition and creditworthiness of the Investment Providers.

⁽²⁾ These funds are invested under a master repurchase agreement entered with Natixis Funding Corp. on January 29, 2010 (the "**Master Repurchase Agreement**"). The Master Repurchase Agreement replaced the investment agreements previously in effect, and provides for the delivery of securities to the Trustee at a collateralization level of 105%.

⁽³⁾ This investment agreement has not been collateralized. However, the Authority has the right to terminate this investment agreement without penalty at any time.

In accordance with the terms of the Master Indenture, the Authority has also instructed and will instruct the Trustee from time to time to invest certain moneys held by the Trustee in Funds and Accounts relating to Bonds in permitted Investment Securities under the Indenture other than investment agreements, including mortgage-backed securities. Information about such investments is available in filings with national repositories that the Authority is obligated to make on an annual basis in connection with certain outstanding Bonds under the Master Indenture. See "Part I – AVAILABILITY OF CONTINUING INFORMATION."

The assumptions made by the Authority as to projected cashflows under the Indenture include the assumption that the investment rates provided by the Investment Agreements shown on the preceding table will be available as described. However, in the event that any Investment Agreement shown on the preceding table is terminated as a result of default by the respective investment provider or for any other reason, it may not be possible to reinvest such proceeds and deposits at these assumed rates and the cashflows may be adversely affected.

Debt Service Reserve Fund Requirement

The Debt Service Reserve Fund Requirement for the 2014 Series A Bonds will be, as of any date of determination, an amount equal to 5% of the Aggregate Principal Amount of all 2014 Series A Bonds then Outstanding. Certain Investment Securities and cash currently on deposit in the 2004A subaccount of the Debt Service Reserve Fund will be transferred and deposited to the 2014 Series A subaccount of the Debt Service Reserve Fund to fund the Debt Service Reserve Fund Requirement for the 2014 Series A Bonds as described in "Part I – PLAN OF FINANCE – Sources and Uses of Funds." See also "Part II – SECURITY FOR THE OBLIGATIONS – Debt Service Reserve Fund."

Related Interest Rate Contracts and Liquidity Facilities

In connection with the refunding of the Refunded Bonds, the Interest Rate Contracts outstanding related to such Refunded Bonds will be transferred and allocated to the surplus assets subaccount of the Acquisition Account under the Indenture until expiration of such Interest Rate Contracts in May 2015. In addition, the Liquidity Facilities relating to the Refunded Bonds will be terminated. For information concerning the Interest Rate Contracts, the Liquidity Facilities and other Auxiliary Obligations currently Outstanding under the Master Indenture, see **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS."

TAX MATTERS

IN THE OPINION OF BOND COUNSEL, THE INTEREST ON THE 2014 SERIES A BONDS IS NOT EXCLUDED FROM GROSS INCOME FOR FEDERAL INCOME TAX PURPOSES PURSUANT TO THE TAX CODE. THE 2014 SERIES A 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 2014 SERIES A BONDS.

Bond Counsel will express no other opinion as to any tax consequences regarding the 2014 Series A Bonds. Owners of the 2014 Series A Bonds should consult with their own tax advisors as to the tax consequences pertaining to the 2014 Series A Bonds, such as the consequences of a sale, transfer, redemption or other disposition of the 2014 Series A Bonds prior to stated maturity, and as to other applications of federal, state, local or foreign tax laws.

Any tax advice concerning the 2014 Series A Bonds, interest on the 2014 Series A Bonds or any other federal income tax issues associated with the 2014 Series A Bonds, express or implicit in the provisions of this Official Statement, is not intended or written to be used, and cannot be used, by any taxpayer for the purpose of avoiding penalties that may be imposed on any taxpayer by the Internal Revenue Service. This document supports the promotion or marketing of the transactions or matters addressed herein. Each taxpayer should seek advice based on the taxpayer's particular circumstances from an independent tax advisor.

UNDERWRITING

The 2014 Series A Bonds are to be purchased from the Authority by the underwriters listed on the front cover page of this Official Statement (the "**Underwriters**"). The Underwriters have agreed, subject to certain conditions, to purchase all but not less than all of the 2014 Series A Bonds at a price equal to 100% of the aggregate principal amount of the 2014 Series A Bonds. The Underwriters will be paid a fee of \$379,048.19 (including reimbursement of certain expenses) in connection with the underwriting of the 2014 Series A Bonds. The initial public offering prices of the 2014 Series A Bonds may be changed from time to time by the Underwriters.

J.P. Morgan Securities LLC, one of the Underwriters of the 2014 Series A Bonds, has entered into a negotiated dealer agreement (the "**Dealer Agreement**") with Charles Schwab & Co., Inc. ("**CS&Co.**") for the retail distribution of certain securities offerings, including the 2014 Series A Bonds, at the original issue prices. Pursuant to the Dealer Agreement, CS&Co. will purchase 2014 Series A Bonds from J.P. Morgan Securities LLC at the original issue price less a negotiated portion of the selling concession applicable to any 2014 Series A Bonds that CS&Co. sells.

George K. Baum & Company, also one of the Underwriters of the 2014 Series A Bonds, has entered into a municipal securities distribution agreement with Pershing, LLC. This agreement connects George K. Baum & Company to more than 1,500 high net-worth and retail financial organizations and independent registered investment advisors serving approximately five and a half million investors with customer assets exceeding \$1 trillion. George K. Baum & Company is able to distribute new issue municipal securities through its institutional and retail sales force complemented by the very broad retail distribution network of Pershing, LLC.

LITIGATION

At the time of the delivery of and payment for the 2014 Series A Bonds, the Authority will deliver an opinion of its General Counsel, Charles L. Borgman, 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 2014 Series A 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 2014 Series A Bonds or the Indenture.

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.

RATINGS

Moody's Investors Service ("**Moody's**") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Services LLC business ("**S&P**"), are expected to give the 2014 Series A Bonds ratings of "Aaa" and "AAA," respectively. Such ratings reflect only the views of Moody's and S&P, respectively, at the time such ratings are given, and are not a recommendation to buy, sell or hold the 2014 Series A Bonds. The Authority makes no representation as to the appropriateness of such ratings. An explanation of the significance of the ratings given by Moody's and S&P, respectively, may be obtained from Moody's and S&P, respectively. Generally, a rating agency bases its rating on the information and materials furnished to 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, suspended or withdrawn entirely by Moody's or S&P, respectively, if, in the judgment of the issuing rating agency, circumstances so warrant. Any such downward revision, suspension or withdrawal

of any such rating may have an adverse effect on the marketability or market price of the 2014 Series A Bonds. The Authority has no obligation to oppose any such revision, suspension or withdrawal of a rating.

CERTAIN RELATIONSHIPS OF PARTIES

RBC Capital Markets, LLC, a subsidiary of Royal Bank of Canada, is acting as one of the Co-Senior Managers for the 2014 Series A Bonds. RBC Capital Markets, LLC also acts as the remarketing agent for other Bonds under the Master Indenture, as described in **Appendix I**. Royal Bank of Canada (an affiliate of RBC Capital Markets LLC) is acting as a counterparty to the Authority under certain Interest Rate Contracts as described in **Appendix B-1** and under agreements described in footnote (8) of the audited 2013 financial statements of the Authority attached as **Appendix E**. Royal Bank of Canada has also entered into an investment agreement with the Trustee in connection with the 2006 Series B subaccount of the Debt Service Reserve Fund, and is the provider of numerous Liquidity Facilities in connection with the Bonds, including the Liquidity Facilities relating to the Refunded Bonds being terminated, as described in **Appendix B-1** to this Official Statement.

J.P. Morgan Securities LLC is also acting as a Co-Senior Manager for the 2014 Series A Bonds. J.P. Morgan Securities LLC also acts as the remarketing agent for other Bonds under the Master Indenture, as described in **Appendix I**. JPMorgan Chase Bank (an affiliate of J.P. Morgan Securities LLC) is the counterparty for certain interest rate exchange agreements in connection with various outstanding multi-family/project bonds and in connection with Bonds issued by the Authority, as described in **Appendix B-1** to this Official Statement.

Barclays Capital Inc., one of the Underwriters for the 2014 Series A Bonds, also acts as the remarketing agent for other Bonds under the Master Indenture, as described in **Appendix I**. Barclays Bank PLC (an affiliate of Barclays Capital Inc.) is the provider of Liquidity Facilities and is acting as a counterparty to the Authority under certain Interest Rate Contracts as described in **Appendix B-1**.

Bank of America, N.A., an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated which is an Underwriter for the 2014 Series A Bonds, is the counterparty for an Interest Rate Contract as described in **Appendix B-1**.

George K. Baum & Company, D.A. Davidson & Co. and Loop Capital Markets LLC, also Underwriters for the 2014 Series A Bonds, act as the remarketing agents for other Bonds under the Master Indenture, as described in **Appendix I**.

MUNICIPAL ADVISOR

The Authority has retained CSG Advisors Incorporated as its municipal advisor (the "**Municipal Advisor**") in connection with the offering of the 2014 Series A 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 2014 Series A Bonds.

LEGAL MATTERS

In connection with the issuance and sale of the 2014 Series A Bonds, Sherman & Howard L.L.C., as Bond Counsel to the Authority, will deliver the opinion included as **Appendix C** hereto. Hogan Lovells US LLP will pass upon certain legal matters relating to the 2014 Series A Bonds as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority by Charles L. Borgman, Esq., its General Counsel. Dorsey & Whitney LLP will pass upon certain matters for the Underwriters.

Neither Sherman & Howard L.L.C., Hogan Lovells US LLP nor Dorsey & Whitney LLP have participated in any independent verification of the information concerning the financial condition or capabilities of the Authority contained in this Official Statement.

AVAILABILITY OF CONTINUING INFORMATION

In connection with the issuance of the 2014 Series A Bonds, the Authority will deliver a Continuing Disclosure Undertaking, in the form attached as **Appendix H** hereto, by which the Authority will agree to make available by filing with the Municipal Securities Rulemaking Board's Electronic Municipal Market Access System ("**EMMA**"), in compliance with Rule 15c2-12, certain annual financial information and audited financial statements, commencing with the fiscal year ending December 31, 2014, and notice of certain events.

In 2011, the Authority discovered that, for the fiscal years ended as of and prior to December 31, 2009, while it had filed quarterly reports including all components of the annual financial information and operating data with respect to certain of its outstanding bonds under the Authority's related continuing disclosure undertakings, this information had been reported as of dates other than December 31, which is technically required by such continuing disclosure undertakings. So, while such financial information and operating data of the nature required to be provided annually had been provided as of quarterly dates (April 1, July 1, October 1 and January 1 for information relating to its multi-family bonds and February 1, May 1, August 1 and November 1 for information relating to its single-family mortgage bonds) to the market by posting on the Authority's website and, in many cases, by filing with the national repositories, there had been a technical non-compliance by the Authority with its continuing disclosure obligations in that the information was not provided as of December 31. The Authority filed with EMMA Annual Financial Information as of December 31 for the fiscal year ended as of December 31, 2009, and implemented measures to ensure that Annual Financial Information for the future fiscal years would be provided as of December 31. The Authority has timely filed such Annual Financial Information for the fiscal years ended December 31, 2010, 2011, 2012 and 2013 with EMMA in accordance with the requirements of the related Continuing Disclosure Undertakings.

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

The Authority recently discovered that a filing to be made for the fiscal year ended December 31, 2011 under the NIBP Master Indenture (as defined herein) had not been timely made, although filings for the fiscal years ended December 31, 2012 and 2013 were made as required by the related continuing disclosure agreements. The fiscal year 2011 filing has now 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.

(End of Part I)

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PART II

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, a Rental Acquisition 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. See "Programs To Date" under this caption. 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 Bonds, except as described in "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS."

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. The present members of the Board of Directors of the Authority are as follows:

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Present Board of Directors of the Authority

Name	Affiliation	End of Term
Charles K. Knight, Chair ⁽¹⁾	Member, Venture Law Advisors LLC; Denver, Colorado	July 1, 2015
Cecilia Sanchez de Ortiz, Chair, <u>pro tem</u> ⁽²⁾	Retired; Denver, Colorado	July 1, 2015
David J. Myler, Esq., Secretary/Treasurer ⁽³⁾	Partner, The Myler Law Firm, P.C.; Basalt, Colorado	July 1, 2017
Sam Betters	Executive Director; Housing Authority of the City of Loveland; Loveland, Colorado	July 1, 2015
Reeves Brown	Executive Director, Colorado Department of Local Affairs; Denver, Colorado	At the pleasure of the Governor
James M. Hahn	Principal, JMH Consulting, LLC; Denver, Colorado	July 1, 2017
Steven Hutt	Executive Director, Denver Employees Retirement Plan; Denver, Colorado	July 1, 2017
Michael Johnston	State Senator; Denver, Colorado	End of legislative biennium 2013-2014
Jody Kole	Executive Director, Grand Junction Housing Authority; Grand Junction, Colorado	July 1, 2017
Dianne Ray	Colorado State Auditor; Denver, Colorado	Standing
Paul Washington	Executive Director, City and County of Denver Office of Economic Development; Denver, Colorado	July 1, 2017

⁽¹⁾ This Board member was elected as Chair of the Board effective March 27, 2014.

⁽²⁾ This Board member was elected as Chair, pro tem, of the Board effective March 27, 2014.

⁽³⁾ This Board member was appointed as Secretary/Treasurer of the Board effective March 27, 2014.

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 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 2006 which merged the Authority's Business Finance and Rental Finance Divisions, forming the Commercial Lending 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 L. Borgman, **General Counsel**, joined the staff in September 2004 and assumed the position of General Counsel on December 1, 2004. Mr. Borgman is a graduate of the University of Iowa and the University of Iowa College of Law and has over 30 years' experience in private practice and as in-house counsel in the areas of real estate, mortgage finance, commercial transactions, title insurance, banking and work-outs. Immediately prior to joining the Authority, Mr. Borgman was Vice President and Regional Counsel for North American Title Company, a part of Lennar Corporation.

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.

Mariam J. Masid, **Director, Legal Operations**, was appointed in October 2010. Prior to her current position, beginning in December 2005, Ms. Masid served the Authority as an in-house Senior Attorney. Ms. Masid is a graduate of the University of Nebraska College of Law and also earned a Ph.D. from Colorado State University in Earth Sciences, Water Resource Management. She has over 30 years' experience in private practice and as in-house counsel in the areas of real estate, mortgage finance, municipal law, litigation, and general civil matters. Prior to joining the Authority, Ms. Masid was an adjunct professor at Colorado State University teaching real estate law, real estate principles and business law.

Dan McMahon was named **Director of Home Finance** on February 5, 2013 after serving as Interim Director of Home Finance since November 27, 2012. Mr. McMahon joined the Authority in March 2000 and most recently served as Manager of Home Finance Loan Production. Mr. McMahon received a Bachelor of Arts Degree and a Master's Degree in Non-Profit Management from Regis University in Denver, Colorado.

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.

Kelly Becker was named as **Director of Information Technology** in February 2014 following a nationwide search. Ms. Becker joined the Authority in June 2001 and has worked in various roles within IT, the most recent being the IT Solutions Manager of the application development team since 2008. Ms. Becker also worked closely with the former IT Director since 2005 supporting many varied IT management functions. Her education includes a Bachelor's Degree in Sociology from the University of Mary Washington in Fredricksburg, Virginia and a Master of Business Administration with an Information Technology focus from University of Colorado in Denver. She also completed an Executive Leadership development program in 2011 from University of Denver. Kelly is a certified Project Management Professional (PMP) as well as a Certified Scrum Master (CSM). Prior to joining CHFA, Ms. Becker served in IT management for Planned Parenthood of the Rocky Mountains.

Deborah Herrera, **Director of Human Resources**, originally joined the Authority in October 2001 as a senior level Human Resources Generalist and rejoined the Authority in September 2006 as the Director of Human Resources. Prior to rejoining the Authority, Mrs. Herrera was a Human Resources Director for an information and analytics company serving the mortgage and finance industry. Mrs. Herrera received a Bachelor of Arts in Psychology and a Masters in Human Resources Management from the University of North Florida.

Dana P. Pearce, **Director of Audit and Compliance**, was appointed as Director of Internal Audit in August 2012 and appointed as Director of Audit and Compliance in March 2013. Prior to her current position, Ms. Pearce served as the Manager of Internal Audit at the Authority since joining in 2005. Ms. Pearce is a Certified Internal Auditor, Certified Fraud Examiner and a Certified Information Systems Auditor, with over fifteen years of financial and audit experience. Ms. Pearce has prior experience working in both the public and private sectors. Ms. Pearce holds a bachelor's degree in finance/accounting from Florida State University.

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.

Employees and Pension Information

As of December 31, 2013, the Authority had approximately 155 full-time employees, all of whom were members of the Public Employees' Retirement Association of Colorado ("**PERA**"). State statutes required the Authority to contribute 13.7% of each participating employee's gross salary to PERA in 2013. In 2013, the Authority's PERA contribution totaled approximately \$1,618,000, compared to an

Authority contribution in 2012 of \$1,769,000. See footnote (11) of the audited 2013 financial statements of the Authority attached as **Appendix E** for further information.

As described in footnote (1)(c) of the audited 2013 financial statements, GASB issued Statement No. 68 *Accounting and Financial Reporting for Pensions* ("**Statement No. 68**"), which revises and establishes new financial reporting requirements for most governments that provide their employees with pension benefits administered through trusts. The Authority provides its employees with pension benefits through both a defined benefit and defined contribution pension plan as administered by PERA. Statement No. 68 details how cost-sharing multiple-employer defined benefit plans, such as the plans administered by PERA on behalf of the Authority, will recognize pension liabilities based upon the employer's proportionate share of the collective net pension liability of the trust. Statement No. 68 also addresses the note disclosure and required supplementary information requirements for reporting the pension liability. The Authority has no legal obligation to fund any of PERA's unfunded pension liability nor does it have any ability to affect funding, benefit, or annual required contribution decisions made by PERA or the General Assembly. However, Statement No. 68 will be applicable to the Authority in 2015 and could have a material impact on the Authority's financial statements. Information regarding PERA's current funding status can be found in its 2013 Comprehensive Annual Financial Report.

Insurance Coverage

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

Selected Financial Information

The following is a brief summary of historical selected financial information for the Authority. The audited financial statements of the Authority also provide certain financial information about the Authority on a fund accounting basis, including a description of its General Fund. This information has been included solely for purposes of providing a general overview for potential purchasers of the financial status of the Authority given that the Authority operates the programs which result in the Mortgage Loans securing Bonds and Auxiliary Obligations under the Master Indenture and also services such Mortgage Loans. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." The Bonds and Auxiliary Obligations are limited obligations of the Authority secured by and payable from the Trust Estate, except in the limited case of those Bonds and Auxiliary Obligations designated as general obligations of the Authority. The 2014 Series A Bonds are not being designated as general obligations of the Authority. See "Obligations of the Authority" and "The General Fund" under this caption. For specific information about the Trust Estate, see "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS," and "Part II – CERTAIN BONDOWNERS' RISKS" and **Appendices B-1** and **B-2**. *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 Bonds (including the 2014 Series A Bonds) when due.*

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Colorado Housing and Finance Authority
Combining Schedule – Statement of Net Position
December 31, 2013
(in thousands of dollars)

Colorado Housing and Finance Authority
Statement of Net Position
For the years ended December 2013 and 2012
(in thousands of dollars)

	2013	2012 Restated, Note 1
Assets		
Current assets:		
Cash		
Restricted	\$ 66,637	\$ 89,268
Unrestricted	44,089	67,163
Investments (partially restricted, see note 2)	466,867	461,711
Loans receivable (partially restricted, see note 3)	90,799	93,898
Loans receivable held for sale	37,733	29,967
Other current assets	19,745	19,490
Total current assets	725,870	761,497
Noncurrent assets:		
Investments (partially restricted, see note 2)	279,908	339,218
Loans receivable, net (partially restricted, see note 3)	1,501,191	1,824,014
Capital assets, net	7,055	8,110
Other assets	27,427	30,709
Total noncurrent assets	1,815,581	2,202,051
Total assets	2,541,451	2,963,548
Deferred Outflows		
Accumulated decrease in fair value of hedging derivatives	115,435	233,514
Refundings of debt	16,010	15,844
Total deferred outflows	131,445	249,358
Liabilities		
Current liabilities:		
Short-term debt	42,380	71,475
Bonds payable	158,300	173,416
Notes payable	1,120	103
Other current liabilities	60,955	64,138
Total current liabilities	262,755	309,132
Noncurrent liabilities:		
Bonds and notes payable	1,913,467	2,283,673
Derivative instruments	117,534	239,291
Hybrid instrument borrowing	66,535	73,233
Other liabilities	5,154	5,922
Total noncurrent liabilities	2,102,690	2,602,119
Total liabilities	2,365,445	2,911,251
Deferred Inflows		
Accumulated increase in fair value of hedging derivatives	3,716	1,489
Net position		
Investment in capital assets	7,055	8,110
Restricted by bond indentures	101,076	114,910
Unrestricted	195,604	177,146
Total net position	\$ 303,735	\$ 300,166

See accompanying notes to basic financial statements.

Colorado Housing and Finance Authority
Combining Schedule - Statement of Revenues, Expenses and Changes in Net Position
For the year ended December 31, 2013
(in thousands of dollars)

Colorado Housing and Finance Authority
Statement of Revenues, Expenses and Changes in Net Position
For the years ended December 2013 and 2012
(in thousands of dollars)

	2013	2012
		Restated, Note 1
Interest income and expense:		
Interest on loans receivable	\$ 96,000	\$ 113,322
Interest on investments	22,200	23,291
Interest on debt	(97,193)	(120,805)
Net interest income	21,007	15,808
Other operating income (loss):		
Rental income	358	2,675
Gain on sale of loans	23,094	25,103
Investment derivative activity loss	(6,005)	(13,820)
Net increase (decrease) in the fair value of investments	(19,574)	3,590
Other revenues	22,783	21,760
Total other operating income	20,656	39,308
Total operating income	41,663	55,116
Operating expenses:		
Salaries and related benefits	16,505	17,836
General operating	18,763	19,950
Depreciation	1,655	2,722
Provision for loan losses	1,176	9,106
Total operating expenses	38,099	49,614
Net operating income	3,564	5,502
Nonoperating income and expenses:		
Federal grant receipts	111,929	112,954
Federal grant payments	(111,929)	(112,954)
Gain on sale of capital assets	5	39,154
Total nonoperating income and expenses	5	39,154
Change in net position	3,569	44,656
Net position:		
Beginning of year	300,166	255,510
End of year	\$ 303,735	\$ 300,166

See accompanying notes to basic financial statements.

The General Fund

Generally

CERTAIN OBLIGATIONS UNDER THE MASTER INDENTURE HAVE BEEN OR MAY IN THE FUTURE BE DESIGNATED AS GENERAL OBLIGATIONS OF THE AUTHORITY. SEE "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS" AND **APPENDIX B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS." THE FOLLOWING INFORMATION REGARDING THE AUTHORITY'S GENERAL FUND IS PROVIDED ONLY IN CONNECTION WITH OBLIGATIONS WHICH HAVE BEEN OR ARE IN THE FUTURE SO DESIGNATED.

The General Fund is funded principally from reimbursement of administrative expenses and other allowable transfers from other funds (including the transfer of assets in excess of specified parity levels from other bond issues); loan fees payable to the Authority by borrowers; servicing fees payable to the Authority in connection with outstanding loans, income from the Authority's Rental Acquisition Program (currently not an active program of the Authority); income on investments and mortgage loans held temporarily (for warehousing purposes) and permanently in the General Fund; and administrative fees payable by the federal government in connection with the Section 8 housing assistance payments program. Uses of amounts in the General Fund include payment of general and other administrative expenses and payment of costs relating to those activities deemed necessary to fulfill the Authority's corporate purposes and not payable from other funds of the Authority. The General Fund itself is not subject to any pledge created under the Master Indenture.

The Authority Board, in its discretion, has historically from time to time designated portions of the General Fund balance to particular purposes, and may do so in the future, which may affect the availability of the General Fund for payments in connection with any Bonds or Auxiliary Obligations which have been designated as general obligations. The designations have been or may be for particular uses by means of annual appropriations to certain programs, the establishment of reserves in limited situations and the imposition of restrictions on the fund balance. Designations by the Authority's Board using each of these means may also be redesignated at any time in the Board's discretion. The Authority Board also annually restricts the fund balance of the General Fund (net of amounts previously appropriated or restricted for various funds, debt service reserves, or operating reserves) for the benefit of the holders of certain bonds of the Authority in the event that no other moneys are legally available for debt service payments. As long as the Authority is not in default under the related indenture or resolution for such bonds, the Board may withdraw such restricted amounts at any time.

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Financial Information for the General Fund

The following table sets forth historical selected financial information for the General Fund for the five years ended December 31, 2013 as provided by the Authority.

Colorado Housing and Finance Authority					
General Fund					
Selected Financial Information					
Years Ended December 31					
(in thousands of dollars)					
	<u>FY</u> <u>2013</u> ⁽¹⁾	<u>FY</u> <u>2012</u> ⁽¹⁾	<u>FY</u> <u>2011</u> ⁽¹⁾	<u>FY</u> <u>2010</u> ⁽¹⁾	<u>FY</u> <u>2009</u> ⁽²⁾
Interest and investment revenue:					
Loans receivable	\$ 6,835	\$ 7,120	\$12,210	\$13,302	\$18,035
Investments	153	149	730	426	394
Net increase (decrease) fair value of long-term investments	<u>(157)</u>	<u>(13)</u>	<u>74</u>	<u>47</u>	<u>(185)</u>
Total interest and investment revenue	6,831	7,256	13,014	13,775	18,244
Interest expense - bonds and notes payable					
	<u>2,985</u>	<u>4,266</u>	<u>5,705</u>	<u>5,899</u>	<u>6,457</u>
Net interest and investment revenue	3,846	2,990	7,309	7,876	11,787
Other revenue (expense):					
Rental operations	358	2,675	8,804	9,306	7,460
Fees and miscellaneous income	46,228	45,795	35,969	39,301	27,106
Hedging activity loss	992	445	(527)	(200)	--
Gain on sales of capital assets	<u>5</u>	<u>39,154</u>	<u>(30)</u>	<u>128</u>	<u>2</u>
Total other revenue	<u>47,583</u>	<u>88,069</u>	<u>44,216</u>	<u>48,535</u>	<u>34,568</u>
Net revenue	51,429	91,059	51,525	56,411	46,355
Other expenses:					
Salaries and related benefits	16,505	17,836	18,210	17,808	16,180
General operating	15,714	18,077	39,511	50,277	16,334
Provision for losses	1,078	1,407	3,791	2,916	3,662
Other interest expense	--	173	1,038	1,068	1,099
Transfers	12,333	(4,073)	(7,005)	(2,236)	(4,078)
Depreciation	<u>1,655</u>	<u>2,634</u>	<u>3,684</u>	<u>3,773</u>	<u>3,159</u>
Total other expense	<u>47,285</u>	<u>36,054</u>	<u>59,229</u>	<u>73,606</u>	<u>36,356</u>
Change in net assets	<u>\$ 4,144</u>	<u>\$55,005</u>	<u>\$(7,704)</u>	<u>\$(17,195)</u>	<u>\$ 9,999</u>
Net Assets, end of year	<u>\$195,587</u>	<u>\$191,443</u>	<u>\$136,438</u>	<u>\$144,142</u>	<u>\$161,337</u>
Bonds and Notes Payable	<u>\$ 78,430</u>	<u>\$141,973</u>	<u>\$140,773</u>	<u>\$190,178</u>	<u>\$203,041</u>
Total Assets	<u>\$319,057</u>	<u>\$379,295</u>	<u>\$347,414</u>	<u>\$403,905</u>	<u>\$394,395</u>

(1) Restated as described in footnote (1)(c) in the audited financial statements of the Authority for the year ended December 31, 2013 to reflect accounting adjustments based on GASB Statement No. 65.

(2) As restated in the audited financial statements of the Authority for the year ended December 31, 2010 to exclude the Colorado Brownfields Revolving Loan Fund.

Sources: Derived based on the audited financial statements of the Authority for years ended December 31, 2009-2013. See the audited 2013 financial statements attached as **Appendix E**.

Authority Policy Regarding Swaps

The Master Indenture permits the Authority to enter into "Auxiliary Agreements," which include interest rate exchange or swap contracts, cash flow exchange contracts, forward swaps, interest rate floors, caps or collars and other derivative products which qualify as "Interest Rate Contracts" under the Indenture. See **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS – The Outstanding Auxiliary Obligations – Outstanding Interest Rate Contracts." Under the master indenture relating to its Multi-Family/Project Bonds, the Authority is also permitted to, and has entered into, certain derivative obligations which are described in footnote (8) of the audited 2013 financial statements of the Authority attached as **Appendix E**.

Programs to Date

The following is a brief summary of the programs currently operated by the Authority. This summary has been included solely for purposes of providing information about the Authority's activities to assist a potential investor in evaluating the Authority and its programs. **Except as otherwise described herein, the loans referred to below are not pledged in any way as security for the 2014 Series A Bonds.** See "**Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS.**" See also "Obligations of the Authority" under this caption.

Single Family Mortgage Programs

Under its Single Family Mortgage Programs, the Authority may make mortgage loans for single-family residential dwellings directly to individual borrowers or may purchase such mortgage loans from qualified originating Mortgage Lenders. The Authority presently acquires mortgage loans under its *Non-Qualified Single Family Mortgage Program* and has in the past acquired (and may in the future again acquire) mortgage loans under a *Qualified Single Family Mortgage Program*. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM – Background." Under a Qualified Single Family Mortgage Program, the Authority may make mortgage loans to Eligible Borrowers meeting certain income limit requirements, for Eligible Property not exceeding certain Purchase Price limits, and subject to certain other restrictions imposed, in some cases, by the Tax Code. The Authority permits Eligible Borrowers under its Non-Qualified Single Family Mortgage Program to meet certain income limits which are somewhat higher than the limits permitted for a Qualified Single Family Mortgage Program. There is also no limit on prior home ownership or limit on the purchase price of a residence which may be acquired with the proceeds of a loan under the Non-Qualified Single Family Mortgage Program, although the Authority does not exceed the Fannie Mae conforming loan limits. Proceeds of a mortgage loan under the Non-Qualified Single Family Mortgage Program may also be used under the Authority's refinancing program to refinance existing Mortgage Loans. In many other respects, the requirements for the Authority's Non-Qualified Single Family Mortgage Program are the same as the requirements for a Qualified Single Family Mortgage Program. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." For certain information regarding the outstanding mortgage loans acquired under the Single Family Mortgage Programs, including the Mortgage Loans, see footnote (3) to the audited 2013 financial statements of the Authority attached as **Appendix E**.

Commercial Loan Programs

Rental Finance Programs. The Commercial Lending Division of the Authority encompasses the business finance programs (described below) as well as the rental finance programs under which the Authority makes mortgage loans to qualified sponsors of low and moderate income multi-family housing within Colorado. As part of its rental finance activities, the Authority makes mortgage loans insured by

an agency or instrumentality of the United States. The insured rental loans made by the Authority must be insured by an agency or instrumentality of the United States under an insurance program requiring payment of not less than 99% of the principal amount of such mortgage in the event of default. Insured rental loans made to date have been insured by the Federal Housing Administration ("**FHA**") under Sections 221(d)(3), 221(d)4 and 223(f) of the National Housing Act of 1934, as amended, and under Section 542(c) of the Housing and Community Development Act of 1992, as amended. These insured rental loans have been funded by the Authority as described in "Obligations of the Authority – Commercial Loan Programs" under this caption. In the case of a Section 542(c) claim, the Authority is responsible to reimburse FHA for 50% of any loss incurred by the FHA as a result of and after settlement of such claim. See "Obligations of the Authority – General Obligations – Loans Backed by Authority General Obligation" under this caption. For certain information regarding the Authority's outstanding insured rental loans, see footnote (3) to the audited 2013 financial statements of the Authority attached as **Appendix E**.

The Authority also makes uninsured rental loans to §501(c)(3) nonprofit corporations and public housing authorities as well as to for-profit borrowers. Certain of these uninsured rental loans have been made as a part of the Authority's *Small Affordable Rental Transactions Program* (the "**SMART Program**") in principal amounts under \$5 million (or in such greater amounts as approved from time to time pursuant to the delegated authority policy of the Authority as approved or amended from time to time by the Board). In addition to long-term rental loans under the SMART Program, the Authority also makes uninsured rental loans that provide interim financing for acquisition and/or rehabilitation of the acquired property. These loans, referred to as bridge loans, are generally less than two years in term, are secured by a first deed of trust on the real estate, and have full recourse to the borrower during the term of the bridge loan. In the case of for-profit developers, the loans are both full recourse to the borrower and personally guaranteed by the individual principals during the term of the bridge loan. The Authority has also made an uninsured rental loan to a for-profit borrower in support of certain single family rental housing facilities at Fort Carson Army Base in Colorado Springs, Colorado.

Uninsured rental loans have also been made by the Authority using funds from amounts in its General Fund designated as the *Housing Opportunity Fund* ("**HOF**") under a program referred to as the "**HOF Program**." Under the HOF Program, the Authority makes fixed interest rate loans to nonprofit and for profit developers in support of rental housing facilities targeted to low income residents. Eligible "low income" residents are defined as persons or families that earn 60% of Area Median Income or less. HOF loan interest rates are set on a sliding scale based on the income levels of the residents served by prospective rental housing facilities. All HOF loans must conform to standard Authority diligence processes and underwriting criteria and will be secured by either first or second mortgages on real estate (maximum Loan to Value of 90% for loans to for profit developers and 95% for loans to nonprofit developers). Loan terms on HOF loans may range from 20 to 40 years. HOF loans are generally fully amortizing over their term and do not provide for prepayment restrictions or fees. Balloon payments on HOF loans are permitted under certain circumstances.

Under its *Rental Acquisition Program* (the "**RAP Program**"), the Authority has in the past acquired and rehabilitated apartment buildings located throughout Colorado for rental to persons and families of low and moderate income. The Authority contracted with private entities to manage such buildings. During 2006, the Authority made the decision to sell a majority of the facilities it then owned under the RAP Program and ultimately sold all of its rental housing facilities between 2006 and 2012. The Authority may in the future seek opportunities to acquire other rental properties in underserved areas within the State of Colorado at such time as such transactions support the goals of the Authority with respect to affordable rental housing in Colorado.

Business Finance Programs. The Authority originates uninsured loans as part of certain of its business loan programs, including the *CHFA Direct Loan Program*, the *Non-Profit Real Estate Loan Program*, the *U.S. Small Business Administration 504 Program* (the "**SBA 504 Program**"), the *CHFA Rural Loan Program*, the *RENEW Program* and the *Business and Industry Loan I ("B&I I") Program*, described below. These uninsured business loans must meet certain economic development or job creation/retention objectives under the Act and are made to small and moderate-size Colorado businesses to provide long-term, fixed rate financing for real estate and equipment. The uninsured business loans are secured by a first lien on the assets financed, are made in amounts up to ninety percent (90%) of the lesser of cost or appraised value of the collateral, are fully-amortizing over terms of up to thirty (30) years for real estate loans and seven years for equipment, and generally require guarantees from principals of the business having a twenty percent or greater ownership interest. A guaranty is also required from the operating company if different from the Borrower.

- Under the CHFA Direct Loan Program, the Authority provides loans to for-profit businesses to acquire, construct and/or rehabilitate and equip commercial, retail or manufacturing facilities.
- Under the Non-Profit Real Estate Loan Program, the Authority provides loans to non-profit organizations to fund real estate acquisition.
- Under the SBA 504 Program, the Authority provides loans to for-profit businesses to finance owner-occupied real estate and/or equipment. The Program provides two structures, a direct loan option (where the Authority originates the first mortgage loan which generally finances 50% of the project costs) and a loan participation option (where the Authority purchases up to a 90% participation in a first mortgage loan). An SBA-approved company provides a second mortgage for up to 40% of the total project costs, with the Borrower providing the remaining 10% of the costs.
- Under the CHFA Rural Loan Program, the Authority provides loans to rural small for-profit businesses to finance real estate and/or equipment.
- Under the RENEW Program, the Authority provides loans to businesses involved in the recycling and waste diversion industries, with funding received from the Colorado Department of Local Affairs.
- Under the B&I I Program, the Authority provides loans to for-profit businesses located in rural areas, which loans are supported by the partial guaranty of the Rural Business-Cooperative Services (which guarantees to date have ranged from 55% to 80% of the loan principal amount).

In connection with its *Special Projects financing program*, the Authority has financed business loans to corporations for certain manufacturing and solid waste disposal facility projects. The Authority has also made an uninsured business loan to a for-profit borrower to finance a project at the United States Air Force Academy in Colorado Springs, Colorado. The Authority also makes loans under its *Rural Development Loan Program* (the "**RDLP**"), financed through the Intermediary Relending Program offered by the U.S. Department of Agriculture. For the RDLP, the Authority targets Colorado businesses in select rural communities with populations of less than 25,000. Loans can be used to purchase owner-occupied commercial real estate and equipment, and the maximum loan size is \$500,000.

The business loan programs of the Authority also include the SBA 7a, FSA and RD Programs described below. Under these programs, the Authority purchases the guaranteed portion of a business

loan (the "**participation interest**"), and is thereby able to provide the borrower with the safety and predictability of a fixed-rate throughout the term of the loan at an attractive interest rate. Additionally, each of these secondary market programs is a source of profit and liquidity for originating lenders.

The *SBA 7a Guaranty Purchase Program ("SBA 7a Program")* is a secondary market program whereby the Authority purchases the guaranteed portion of loans originated by local lenders and guaranteed by the SBA. Typically, the Authority markets the SBA 7a Program to local lenders and potential borrowers and purchases the participation interest (which is 100% guaranteed by the SBA). Proceeds of these participation interests may be used to fund real estate, equipment, machinery and working capital.

The *Farm Service Agency Guaranty Purchase Program ("FSA Program")* is a secondary market program whereby the Authority purchases the guaranteed portion of loans originated by local lenders and guaranteed 100% by the United States Farm Service Agency. The borrowers are involved in the ranching and agricultural industry throughout Colorado. Proceeds of these loans may be used to finance real estate, equipment, and machinery used in farming and ranching operations.

The *Rural Development Guaranty Purchase Program ("RD Program")* creates a secondary market for the purchase of the United States Rural Business Service ("**RBS**") guaranteed portion of qualified loans with funds provided by the Authority. Participating lenders originate loans according to their own credit criteria and RBS requirements. The RD Program provides fixed-rate financing on the guaranteed portion of RBS loans made to borrowers located in a rural community serviced by RBS guaranteed lenders.

Obligations of the Authority

The following is a summary of certain obligations incurred by the Authority to provide funds for and otherwise operate the Authority and the programs described in "Programs to Date" under this caption. This summary has been included solely for purposes of providing information to assist a potential investor in evaluating the Authority's financial status. See also footnote (6) to the audited 2013 financial statements of the Authority attached as **Appendix E**.

Single Family Mortgage Programs

In connection with its Single Family Mortgage Programs, the Authority has issued its Single Family Mortgage Bonds and Notes (referred to as "**Bonds**" in this Official Statement) under the Master Indenture, payable from the revenues of Mortgage Loans held thereunder, outstanding as of August 1, 2014 in the aggregate principal amount of \$1,130,240,000. See **Appendix B-1** for further detail about the Bonds and related arrangements. The 2014 Series A Bonds are being issued as Bonds under the Indenture, and proceeds of the 2014 Series A Bonds will be used to refund certain Bonds outstanding under the Master Indenture. See "Part I – PLAN OF FINANCE." Among the Bonds outstanding under the Master Indenture are Class III Single Family Mortgage Bonds which are general obligations of the Authority, as described in "General Obligations – Single-Family Bonds – Class III Bonds" under this caption.

Under a Master Indenture dated as of December 1, 2009 (the "**NIBP Master Indenture**"), the Authority has previously issued and converted its 2009AA Program Bonds in the aggregate principal amount of \$56,350,000, and issued its Single Family Program Class I Bonds, Series 2011AA ("**2011AA Bonds**") in the aggregate principal amount of \$35,585,000. The proceeds of the 2009AA Program Bonds and the 2011AA Bonds were used to finance Mortgage Loans through the purchase of mortgage-backed securities guaranteed by Ginnie Mae. The 2009AA Program Bonds were refunded with the proceeds of

the Single Family Program Class I Bonds, Series 2013AA ("**2013AA Bonds**") issued by the Authority under the NIBP Master Indenture on April 30, 2013 in the aggregate principal amount of \$53,630,000. The 2011AA Bonds and 2013AA Bonds are the only bonds outstanding under the NIBP Master Indenture, and were outstanding as of August 1, 2014 in the aggregate principal amount of \$71,640,000.

The Authority's financing activities in connection with the Single Family Mortgage Programs also include the sale of certain single family mortgage loans to Fannie Mae and the issuance and sale of Ginnie Mae Certificates in order to finance first mortgage loans as part of the Non-Qualified Single Family Mortgage Programs. Proceeds of Bonds under the Master Indenture may be used to finance Second Mortgage Loans relating to such first mortgage loans financed by and securing the Ginnie Mae Securities. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM – Background" and "- Special Program Features – Second Mortgage Loans."

For more detailed information concerning the outstanding bonds of the Authority issued in connection with its Single Family Mortgage Programs, see footnote (6) of the audited 2013 financial statements of the Authority attached as **Appendix E**. The Authority has also issued general obligation bonds through private placement in order to finance single family mortgage loans. See "General Obligations – Privately Placed Bonds" under this caption.

Commercial Loan Programs

Since 2000, the Authority has financed rental and business loans and certain guaranteed participation interests with proceeds of its Multi-Family/Project Bonds, which were outstanding under a master indenture as of August 1, 2014 (the "**Multi-Family/Project Master Indenture**") in an aggregate principal amount of \$663,970,000. Certain of the Multi-Family/Project Bonds are secured by the full faith and credit of the Authority, as described in "General Obligations – Multi-Family/Project Bonds" under this caption. The Authority has also issued its Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds, Series 2013-I under a Master Indenture dated as of June 1, 2013 (the "**MF Pass-Through Indenture**") (outstanding as of August 1, 2014 in an aggregate principal amount of \$29,739,594). Proceeds of the Series 2013-I Bonds were used to refund certain of the Authority's outstanding Multifamily Housing Insured Mortgage Revenue Bonds, and the related Multi-Family Housing Insured General Bond Resolution has since been fully discharged.

Bonds secured by a pledge of loan revenues as well as bonds secured by loan revenues and the general obligation of the Authority have also been privately placed to institutional purchasers by the Authority in order to finance rental loans. See "General Obligations – Privately Placed Bonds" under this caption. Projects in the RAP Program were previously acquired using a combination of revenue bonds, the Authority's general fund monies, proceeds of general obligation bonds and non-recourse seller carryback financing. See footnote (6) of the audited 2013 financial statements of the Authority attached as **Appendix E** for more information regarding these outstanding bonds and notes. The Authority has also acted as a conduit issuer of bonds supported by letters of credit or other credit facilities. These conduit bonds are payable only with amounts received from the conduit borrower, and are therefore not reported as obligations of the Authority on its financial statements. See footnote (7) of the audited 2013 financial statements of the Authority attached as **Appendix E**.

Business loans and participation interests have also been financed by the Authority with the proceeds of privately placed bonds, secured by loan and participation revenues as well as the full faith and credit of the Authority. See "General Obligations – Privately Placed Bonds" under this caption. In connection with its Special Projects financing program, the Authority has acted as a conduit issuer its industrial development revenue bonds to finance certain manufacturing facilities and solid waste disposal

facility projects for corporations. These bonds are payable only with amounts received from the conduit borrower and are therefore not reported as obligations of the Authority on its financial statements.

Except for bonds specifically identified in Appendix B-1 as Bonds under the Master Indenture, the revenue bonds described above and at the Authority's website are secured separately from and are not on parity with the Bonds and are issued and secured under resolutions or indentures of the Authority other than the Master Indenture.

General Obligations

Many of the bonds and notes issued by the Authority to finance its programs are secured by a pledge of specific revenues, with an additional pledge of its full faith and credit, as described under this caption. Other obligations of the Authority entered in connection with its programs or its operations are not secured by specific revenues or assets other than the Authority's full faith and credit. The bonds, notes and other obligations which are general obligations of the Authority are described below.

Single Family Bonds – Class III Bonds. The Authority has issued Class III Single Family Mortgage Bonds, the proceeds of which have been used to finance mortgage loans for the Single Family Mortgage Programs. These Class III Bonds, outstanding in the aggregate principal amount of \$42,795,000 as of August 1, 2014, are payable from mortgage loan revenues under the Master Indenture and are also general obligations of the Authority. See **Appendix B-1** for more information about these Class III Bonds.

Multi-Family/Project Bonds. The Authority has issued Class I Multi-Family/Project Bonds (outstanding as of August 1, 2014 in an aggregate principal amount of \$217,215,000) in order to finance business loans which are payable not only from a senior lien on loan revenues under the Multi-Family/Project Master Indenture but also as general obligations of the Authority. The Authority has also issued Class II Multi-Family/Project Bonds (outstanding as of August 1, 2014 in the aggregate principal amount of \$18,025,000) in order to finance certain rental and business loans which are payable not only from a lien on loan revenues under the Multi-Family/Project Master Indenture but also as general obligations of the Authority. These Class II Multi-Family/Project Bonds are payable from loan revenues on a subordinate lien basis to the Class I Multi-Family/Project Bonds.

Privately Placed Bonds. The Authority has issued general obligation bonds through private placement in order to finance rental loans. As of August 1, 2014, such privately placed bonds were outstanding in an aggregate principal amount of \$14,898,000. The Authority has also funded participation interests and business loans using proceeds of its privately placed bonds, outstanding as of August 1, 2014 in the aggregate principal amount of \$10,162,000.

Loans Backed by Authority General Obligation. The Authority has acquired or originated certain uninsured rental and business loans using proceeds of, and pledged to the repayment of, its Multi-Family/Project Bonds, outstanding as of August 1, 2014 in the aggregate principal amount of \$224,962,968. The Authority has pledged its full faith and credit to the payment of a substantial portion of such loans. The Authority has also assumed, as a general obligation, 50% risk of loss in the mortgage loans acquired by the Authority and insured by the FHA under Section 542(c) of the Housing and Community Development Act of 1992, as amended (the "**Risk-Share Program**"). As of August 1, 2014, such mortgage loans insured under the Risk-Share Program were outstanding in the amount of \$207,594,254 (\$29,693,831 held in the General Fund and \$177,900,423 held under the Multi-Family/Project Master Indenture and securing the Multi-Family/Project Bonds).

In the case of a §542(c) claim, the Authority is responsible, as a general obligation, to reimburse FHA for 50% of any loss incurred by the FHA as a result of and after the final settlement of such claim. See "Programs to Date – Commercial Loan Programs – Rental Finance Programs" under this caption. Since 2010, the Authority has incurred risk-sharing losses of approximately \$4.64 million following the defaults on the mortgage loans insured under the Risk-Share Program for certain projects, the foreclosure and sale of those projects and the settlement of the respective final insurance claims with the FHA. Presently, the Authority has no risk-share loans in foreclosure.

Interest Rate Contracts; Derivative Products. The Authority has pledged its full faith and credit to secure its obligation to make termination payments under the Interest Rate Contracts relating to the Bonds under the Master Indenture and under the derivative products relating to the Multi-Family/Project Bonds under the Multi-Family/Project Master Indenture. See **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS – The Outstanding Auxiliary Obligations – Outstanding Interest Rate Contracts." See also "Authority Policy Regarding Swaps" under this caption and footnote (8) to the audited 2013 financial statements of the Authority attached as **Appendix E**.

Other Borrowings. The Authority has entered into agreements with the Federal Home Loan Bank of Topeka and a commercial bank for borrowings from time to time. Such borrowings are also general obligations of the Authority and have generally been used to date to make or purchase loans pending the permanent financing of such loans. As of August 1, 2014, borrowings in the aggregate principal amount of \$56,510,000 were outstanding under those agreements. See footnote (5) to the audited 2013 financial statements of the Authority attached as **Appendix E**. The Authority has also borrowed amounts evidenced by Rural Business Cooperative Service Notes (outstanding as of August 1, 2014 in the aggregate principal amount of \$679,550), which have been used to finance project or working capital loans or participations therein for small businesses in rural areas. The Authority has pledged its full faith and credit to the payment of such notes.

General Obligation Ratings. Moody's has assigned an "A2" rating and S&P has assigned an "A" rating, both with a stable outlook, to the Authority's ability to repay its general obligation liabilities. The ratings have been assigned based on the Authority's management, financial performance and overall program performance. 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 or S&P, respectively, if, in the judgment of the issuing rating agency, circumstances so warrant.

Summary of Certain Authority Obligations

The following is a table which lists certain obligations of the Authority and sets forth the respective outstanding amount for such obligations as of August 1, 2014. Further detail regarding these items is provided under the other subcaptions of "Obligations of the Authority."

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Summary of Certain Authority Obligations as of August 1, 2014

<u>Certain Authority Obligations</u>	<u>Outstanding Amount (August 1, 2014)</u>
Single Family Mortgage Bonds (Master Indenture) ⁽¹⁾	\$1,130,240,000
Single Family Program Bonds (NIBP Master Indenture)	71,640,000
Multi-Family/Project Bonds (Multi-Family/Project Master Indenture)	663,970,000
Federally Taxable Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds (MF Pass-Through Indenture)	29,739,594
Privately Placed Bonds:	
Rental Finance	14,898,000
Business Finance	10,162,000

⁽¹⁾ These are the Bonds (not including the 2014 Series A Bonds and not reflecting the refunding of the Refunded Bonds) issued and outstanding under the Master Indenture. See **Appendix B-1** for more information about the Bonds.

The following table identifies the specific components of the Authority Obligations listed on the preceding table which are general obligations of the Authority as well as other general obligations of the Authority as of August 1, 2014. Further detail regarding these items is provided under the other subcaptions of "Obligations of the Authority."

General Obligations of the Authority as of August 1, 2014

<u>General Obligations</u>	<u>Outstanding Amount (August 1, 2014)</u>
Single Family Mortgage Bonds, Class III	\$ 42,795,000
Multi-Family/Project Bonds:	
Class I (with GO Pledge)	217,215,000
Class II (with GO Pledge)	18,025,000
Privately Placed Bonds:	
Rental Finance	14,898,000
Business Finance	10,162,000
Other Borrowings:	
Lines of Credit	56,510,000
Rural Business Cooperative Service Notes	679,550

SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS

Pledge of Trust Estate

All Bonds and obligations of the Authority for the payment of money under the Interest Rate Contracts and Liquidity Facilities (the "**Auxiliary Obligations**") outstanding under the Master Indenture (other than Bonds and Auxiliary Obligations which are General Obligations of the Authority) are secured by and payable from revenues, assets and moneys pledged for the payment thereof under the Master Indenture (the "**Trust Estate**"). The pledge and lien of the Master Indenture on the Trust Estate is created and established in the following order of priority: first, to secure the payment of the principal of and interest on the Class I Obligations; second, to secure the payment of the principal of and interest on the Class II Obligations; third, to secure the payment of the principal of and interest on the Class III Obligations; and fourth, to secure the payment of principal and interest on the Class IV Obligations. Bonds and Auxiliary Obligations may also be designated as General Obligations of the Authority. *The 2014 Series A Bonds are being issued as Class I Bonds, and as such, will be payable from the Trust Estate on an equal and ratable basis with all other Class I Obligations now or hereafter outstanding under the Master Indenture.*

No Bonds or Auxiliary Obligations are presently outstanding under the Master Indenture other than as listed in **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS." The Authority's obligation to pay principal of Bank Bonds at maturity or in accordance with a scheduled amortization date as set forth in any Liquidity Facility is a Class I Obligation. To the extent of any principal of Bank Bonds which is payable in advance of the maturity or scheduled amortization date as set forth in any Liquidity Facility, such portion of any Bank Bonds will in some cases constitute Class I Bonds under the Master Indenture and in other cases will constitute Class III Bonds and be designated as General Obligations of the Authority under the Master Indenture. The Authority's obligation to make regular interest payments under any Interest Rate Contract has been (and is expected in the future to be) a Class I Obligation, and the Authority's obligation to make certain payments due upon early termination of any such Interest Rate Contract has been (and is expected in the future to be) a General Obligation of the Authority and not secured by the Trust Estate under the Master Indenture. The Authority expects to issue Additional Bonds under the Master Indenture, as described in "Issuance of Additional Bonds; Auxiliary Obligations" under this caption. *Notes and bonds heretofore or hereafter issued to provide funds for programs of the Authority (other than the Bonds under the Master Indenture) are and will be authorized and secured by separate resolutions or indentures and are not and will not be secured by the pledge of the Master Indenture and do not and will not rank on a parity with the Bonds. See "Part II – COLORADO HOUSING AND FINANCE AUTHORITY – Obligations of the Authority."*

Under the Master Indenture, the Trust Estate pledged to secure the Bonds and Auxiliary Obligations includes:

- (i) all right, title and interest of the Authority in and to the proceeds of Bonds until used as set forth in the Master Indenture;
- (ii) all right, title and interest of the Authority in and to the Revenues (as described in "Revenues" under this caption);
- (iii) all right, title and interest of the Authority in and to all moneys and securities in the Funds and Accounts from time to time held by the Trustee under the terms of the Master Indenture (except moneys and securities in the Rebate Fund, the Excess Earnings Fund and a Bond Purchase Fund) and investments, if any, thereof (other than the Rebate Requirement which

is to be deposited in the Rebate Fund and any Excess Earnings which are to be deposited in the Excess Earnings Fund);

(iv) all right, title and interest of the Authority in and to the Mortgage Loans and the MBS described in "The Mortgage Loans and the Mortgaged-Backed Securities" under this caption; and

(v) all other property of any kind from time to time pledged under the Master Indenture as additional security.

In no event shall the 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 Bonds except in the case of Bonds specifically designated as general obligations of the Authority. The Authority has elected from time to time in the past to deposit assets (including cash) to the Trust Estate under the Master Indenture but has no obligation to do so in the future.

Revenues

Under the Master Indenture, the term "Revenues" means:

(a) all Mortgage Repayments, which include, with respect to any Mortgage Loan or the related MBS, the amounts received by or for the account of the Authority as scheduled payments of the principal of or interest (if any) on such Mortgage Loan or related MBS by or on behalf of the Borrower to or for the account of the Authority, and does not include Prepayments, Servicing Fees or Escrow Payments;

(b) any penalty payments received on account of overdue Mortgage Repayments, except insofar as such payments may constitute Servicing Fees (including guarantee fees);

(c) Prepayments, which include any moneys received or recovered by or for the account of the Authority from any payment of or with respect to principal on any Mortgage Loan or MBS prior to the scheduled payments of principal called for by such Mortgage Loan or MBS, whether (i) by voluntary prepayment made by the Borrower, or (ii) as a consequence of the damage, destruction or condemnation of all or any part of the mortgaged premises, or (iii) by the sale, assignment, endorsement or other disposition of such Mortgage Loan or MBS by the Authority, or (iv) in the event of a default thereon by the Borrower, by the acceleration, sale, assignment, endorsement or other disposition of such Mortgage Loan or MBS by the Authority or by any other proceedings taken by the Authority;

(d) all amounts earned on investments (other than Mortgage Loans and MBS) credited to any Fund or Account pursuant to the Indenture (including gains upon the sale or disposition of such investments), except the Rebate Requirement payable to the United States and any Excess Earnings;

(e) all payments and receipts received by the Authority under Interest Rate Contracts; and

(f) all other payments and receipts received by the Authority with respect to Mortgage Loans and MBS (other than amounts held in any Payment Account, Escrow Payments,

Servicing Fees which have not been specifically pledged to the Trustee, any commitment, reservation, extension or application fees charged by the Authority in connection with a Mortgage Loan or Mortgage Purchase Agreement, any commitment, reservation, extension or applicable fees charged by a Mortgage Lender in connection with a Mortgage Loan, or accrued interest received in connection with the purchase of Investment Securities).

For a further description of the Revenues, the pledge thereof and the payment and transfer thereof from the Revenue Fund, see "FORMS OF THE INDENTURE – Master Indenture – Revenue Fund" in **Appendix A**.

Pursuant to the Master Indenture, all Revenues related to each Series of Bonds, in addition to other amounts, are to be deposited into the subaccount of the Revenue Fund related to such Series of Bonds. On the last business day prior to each Payment Date or on the other dates specifically provided in the Indenture, the Trustee is required to make certain transfers of amounts from each Series subaccount of the Revenue Fund, to the extent moneys are available, to various Funds and Accounts in a certain priority, as provided in the Master Indenture. See **Appendix A** – "FORMS OF THE INDENTURE – Master Indenture – Revenue Fund." Among these transfers, the Trustee is to deposit into: (i) the related Series Subaccount of the related Class Special Redemption Account, Loan Recycling Account (at the election of the Authority), or any combination of the two, the amount needed, if any, to ensure that the Class Asset Requirements for the related Series of Bonds will be met on such Payment Date; and (ii) each Series subaccount of the Related Class Special Redemption Account not related to such Series of Bonds, on a proportionate basis with all such unrelated subaccounts, the amount of any deficiency resulting from the lack of moneys sufficient to make the deposit described in (i). The Class Asset Requirements applicable to each Series of Bonds are set forth in each Related Series Indenture. For information about the Class Asset Requirements, see **Appendix F** – "CLASS ASSET REQUIREMENTS FOR BONDS."

The Mortgage Loans and the Mortgage-Backed Securities

Generally

The Trust Estate pledged under the Master Indenture to secure Bonds and Auxiliary Obligations issued thereunder includes the right, title and interest of the Authority in the Mortgage Loans and the MBS acquired by the Authority in order to finance Mortgage Loans. Under the Master Indenture, "**MBS**" means collectively, the Ginnie Mae Certificates, the Fannie Mae Certificates and the Freddie Mac Certificates. See "Mortgage-Backed Securities" under this caption. "**Mortgage Loan**" means a permanent loan secured by a Mortgage for the purchase and/or rehabilitation of Residential Housing made to a Borrower by the Authority or an originating Mortgage Lender which is purchased pursuant to a Mortgage Purchase Agreement and which satisfies certain requirements of the Master Indenture. See "Mortgage Loan Requirements" under this caption. All Bonds issued under the Master Indenture will be secured by the Trust Estate which includes all MBS and Mortgage Loans so acquired with proceeds of such Bonds. In the event that only a portion of or interest in an MBS or Mortgage Loan is purchased under the Master Indenture, reference to such an MBS or a Mortgage Loan shall be interpreted and applied to relate to such portion or interest.

Mortgage-Backed Securities

An MBS acquired as part of the Trust Estate can be a Ginnie Mae Certificate, a Fannie Mae Certificate or a Freddie Mac Certificate. A "**Ginnie Mae Certificate**" is a mortgage backed security (which may be issued under either the GNMA I Program or the GNMA II Program) bearing interest at a Pass-Through Rate, issued by the Authority registered in the name of the Trustee and guaranteed as to timely payment of principal and interest by GNMA pursuant to Section 306(g) of Title III of the National

Housing Act of 1934 and the regulations promulgated thereunder backed by FHA Insured Mortgage Loans or VA Guaranteed Mortgage Loans. A "**Fannie Mae Certificate**" is a single pool, guaranteed mortgage, pass-through certificate, issued by Fannie Mae, guaranteed as to timely payment of interest and principal by Fannie Mae and backed by Conventional Mortgage Loans. A "**Freddie Mac Certificate**" is a mortgage participation certificate issued by Freddie Mac and representing an undivided interest in a pool of Conventional Mortgage Loans identified by a particular alpha numeric number and CUSIP number, guaranteed as to timely payment of principal and interest by Freddie Mac.

Mortgage Loan Requirements

The Mortgage Loans must be permanent loans secured by a mortgage, deed of trust or other instrument constituting a valid lien on real property in the State and improvements constructed or to be constructed thereon or on a leasehold under a lease having a remaining term, at the time such instrument is acquired by the Authority, of not less than the term for repayment of the Mortgage Loan secured by such instrument. The Mortgage Loans may be secured by a first mortgage on the real property (a "**First Mortgage Loan**") or may be originated by the Authority or on behalf of the Authority by the Mortgage Lender and secured by a second mortgage loan on the real property (a "**Second Mortgage Loan**"). A Second Mortgage Loan will only be originated in connection with a First Mortgage Loan. Each Mortgage Loan must be made in connection with the purchase or refinance of a single-family, owner-occupied dwelling located within the State that qualifies for financing or refinancing by the Authority within the meaning of the Act, the Rules and Regulations of the Program, the relevant provisions of the Tax Code and related regulations (referred herein as "**Residential Housing**"). A Second Mortgage Loan may be originated for the purpose of assisting Eligible Borrowers with their upfront cash requirements in connection with the purchase of Residential Housing or for closing cost assistance in connection with the financing or refinancing of a mortgage loan. See "Part II – THE SINGLE-FAMILY MORTGAGE PROGRAM – Reservation, Delivery and Acquisition of Mortgage Loans." A First Mortgage Loan must be the subject of a title insurance policy in an amount at least equal to the outstanding principal amount of such Mortgage Loan and must be made to a Borrower by the Authority or made by an originating Mortgage Lender and purchased by the Authority pursuant to a Mortgage Purchase Agreement. For this purpose, a *Borrower* means the maker of, and any other party obligated on, a Mortgage Loan in connection with the acquisition or rehabilitation of Residential Housing, who is a person or family of "low or moderate income" qualifying as such under the Act and the Rules and Regulations of the Program and, as applicable, in accordance with the Tax Code. The Mortgage Lenders may include certain banks, trust companies, FHA-approved direct endorsement mortgagees, VA-approved automatic lenders, Fannie Mae-approved and/or Freddie-Mac-approved sellers, RHS-approved mortgagees, national banking associations, credit unions, and savings and loan associations which make mortgage loans on properties located in the State and mortgage bankers approved by a private mortgage company insuring a Mortgage Loan.

First Mortgage Loans are required by the Master Indenture to be subject to mortgage insurance or guaranty to the extent required by any Series Indenture. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Insurance Limitations and Requirements." The Master Indenture further requires that the buildings on the premises with respect to which each First Mortgage Loan is made are to be insured, as and to the extent required by the Authority to protect its interest and with the Authority designated as the loss payee as its interest may appear, against loss or damage by fire, lightning and other hazards (including flooding in some cases). Each Mortgage Loan must be serviced by a participating lender until it is purchased by the Authority, at which time the servicing is transferred to the Authority. If the Authority purchases a Mortgage Loan before the first payment on such loan is due, then the Authority will be the initial servicer rather than the participating lender. The Authority has recently entered into the subservicer arrangement described in "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM – Servicing of the Mortgage Loans." In the Master Indenture, the Authority has covenanted to take certain

action to protect the interests of the owners of the Bonds in the Mortgage Loans. See **Appendix A – "FORMS OF THE INDENTURE – Master Indenture – Program Covenants; Enforcement of Mortgage Loans and Servicing Agreements."** In one such covenant, the Authority has agreed to diligently enforce and take or cause to be taken all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage Loans consistent with sound lending practices and principles and applicable requirements under the Tax Code including the prompt payment of all Mortgage Repayments and all other amounts due the Authority thereunder.

Mortgage Loans

The Mortgage Loans securing the Bonds and Auxiliary Obligations under the Master Indenture will include Mortgage Loans originated by the Authority, or by Mortgage Lenders and thereafter purchased by the Authority, using amounts on deposit in the Acquisition Account and transferred to the Trustee. Upon transfer of any Mortgage Loans by the Authority to the Trustee, the Trustee is to reimburse the Authority for its costs of purchasing such Mortgage Loans using amounts on deposit in the Acquisition Account. The Mortgage Loans must satisfy the requirements described in "Mortgage Loan Requirements" under this caption. See also **Appendix A – "FORMS OF THE INDENTURE – Master Indenture – Program Fund; Acquisition Account."** The Mortgage Loans securing the Bonds and Auxiliary Obligations under the Master Indenture will include any Mortgage Loans acquired using proceeds of additional Bonds which may be issued by the Authority under the Master Indenture as described in "Issuance of Additional Bonds; Auxiliary Obligations" under this caption. Any additional Mortgage Loans so acquired must meet the requirements required by the Series Indenture relating to such additional Bonds.

Debt Service Reserve Fund

The Debt Service Reserve Fund Requirement (if any) for each Series of Bonds is established by the Related Series Indenture. Upon the issuance of any Series of Bonds, the Debt Service Reserve Fund Requirement for such Bonds is expected to be funded by a deposit of proceeds to the Debt Service Reserve Fund or by the deposit of a Qualified Surety Bond as permitted by the Indenture. Additional moneys are to be transferred into the various subaccounts of the Debt Service Reserve Fund from the Revenue Fund as provided in the Master Indenture in the amounts needed, if any, to increase the amount in any subaccount of the Debt Service Reserve Fund, together with any Qualified Surety Bond therein, to the Debt Service Reserve Fund Requirement for the Bonds. See **Appendix A – "FORMS OF THE INDENTURE – Master Indenture – Revenue Fund."**

Amounts in the Debt Service Reserve Fund are to be transferred to the Debt Service Fund and applied by the Trustee to the payment of principal and interest on the Bonds issued under the Master Indenture, in order of Class, in the event that amounts on deposit in the Debt Service Fund for the Related Class are insufficient to make such payments on any Bond Payment Date. **When making such payments, the Trustee is to transfer amounts first from the Series subaccount of the Debt Service Reserve Fund related to the Bonds for which the payment will be made and, second, from any unrelated Series subaccounts.** See **Appendix A – "FORMS OF THE INDENTURE – Master Indenture – Debt Service Reserve Fund."**

Liquidity Facilities

Pursuant to the respective Series Indentures, the Authority has entered, and may in the future to enter, into Liquidity Facilities in connection with Adjustable Rate Bonds issued under the Master Indenture. See **Appendix B-1 – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS – The Outstanding Auxiliary Obligations – Liquidity Facilities"** for a description of the outstanding

Liquidity Facilities under the Master Indenture. The Authority may elect to replace any Liquidity Facility with an Alternate Liquidity Facility. The Authority is to promptly notify the Trustee, the Remarketing Agent and the Paying Agent of the Authority's intention to deliver an Alternate Liquidity Facility at least 45 days prior to the date of such delivery. Upon receipt of such notice, the Trustee is to promptly mail a notice of the anticipated delivery of an Alternate Liquidity Facility, including the name of the provider of such Alternate Liquidity Facility, by first-class mail to the Remarketing Agent and to each Owner of the Adjustable Rate Bonds at such Owner's registered address and to EMMA. The Authority is to deliver such Alternate Liquidity Facility to the Trustee on or before the day preceding the date of expiration of the then expiring Liquidity Facility or on the date of its intent to deliver.

The Authority is to use its best efforts to obtain an Alternate Liquidity Facility to replace the Liquidity Facility or cause the Adjustable Rate Bonds to be Converted to Fixed Rate Bonds or to bear interest in a Mode which does not require a Liquidity Facility in the event (i) the Liquidity Facility Provider shall decide not to extend the term of the Liquidity Facility beyond the expiration date thereof pursuant to the terms of the Liquidity Facility, (ii) the Authority terminates the Liquidity Facility pursuant to its terms, (iii) the Liquidity Facility Provider furnishes a termination notice to the Trustee, or (iv) the Liquidity Facility Provider fails to purchase Bonds as permitted by the Liquidity Facility.

No Alternate Liquidity Facility may be delivered to the Trustee for any purpose under the respective Series Indenture unless accompanied by certain documents, including letters from Moody's and S&P evidencing that the replacement of the Liquidity Facility with the Alternate Liquidity Facility will result in the reconfirmation of the then existing rating or the assignment of a new short-term rating of not less than "A-1+" or "P-1/VMIG-1" (in the case of S&P and Moody's, respectively) on the related Adjustable Rate Bonds (except in the case of certain Liquidity Facilities).

Unless the Trustee has received (a) written notice from the Liquidity Facility Provider that it elects to extend or renew the Liquidity Facility or (b) written notice from the Authority that it has determined to provide or cause to be provided an Alternate Liquidity Facility, which notice shall be received not less than 30 days prior to the stated expiration date of the Liquidity Facility, the Trustee is to give notice to the Owners of Adjustable Rate Bonds and to EMMA that the Adjustable Rate Bonds will be subject to mandatory tender for purchase, with no right to retain, not less than 20 days from the date of such notice to such Bondowners, at the Purchase Price (payable by the Liquidity Facility Provider) on the date set forth for purchase in such notice.

In the case of certain outstanding Liquidity Facilities, the Authority has agreed that any Alternate Liquidity Facility will require, as a condition to the effectiveness thereof, that the provider of such Alternate Liquidity Facility provide funds to the extent necessary, in addition to other funds available, on the date such Alternate Liquidity Facility becomes effective, for the purchase of all Bank Bonds at par plus accrued interest (at the Bank Rate) through the date of such purchase.

Interest Rate Contracts

In connection with the issuance of certain Adjustable Rate Bonds under the Master Indenture, the Authority has entered, and may in the future to enter, into interest rate swap agreements which qualify as "**Interest Rate Contracts**" under the Master Indenture, with a counterparty for the purpose of converting the floating rate interest payments the Authority is obligated to make with respect to the Adjustable Rate Bonds into substantially fixed rate payments. See **Appendix B-1 – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS."** See also "Part II – COLORADO HOUSING AND FINANCE AUTHORITY – Authority Policy Regarding Derivatives." Any payments or receipts received by the Authority under the Interest Rate Contracts will be pledged as Revenues, as described in "Revenues" under this caption. The Authority's obligation to make regular interest payments to the Counterparty

under each of the Interest Rate Contracts has constituted, and is expected in the future to constitute, a Class I Obligation under the Master Indenture, secured on parity with the lien on the Trust Estate of the other Class I Obligations. The Authority's obligation to make termination payments under each of the Interest Rate Contracts in the event of early termination and in the future is expected to be a general obligation of the Authority and not an Auxiliary Obligation under the Master Indenture. See "Part II – CERTAIN BONDOWNERS' RISKS – Risks Related to Interest Rate Contracts" and "Part II – COLORADO HOUSING AND FINANCE AUTHORITY – Obligations of the Authority – General Obligations."

Issuance of Additional Bonds; Auxiliary Obligations

No Bonds or Auxiliary Obligations are outstanding under the Master Indenture other than as described in **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS." However, the Master Indenture permits the Authority to issue additional Bonds and to incur additional Auxiliary Obligations thereunder from time to time, without limitation as to amount, secured on an equal lien with the outstanding Bonds and Auxiliary Obligations of the respective class, upon delivery of a Cash Flow Statement and satisfaction of certain other conditions contained therein. The Authority may not issue additional Bonds if such issuance would result in a lowering, suspension or withdrawal of the ratings then applicable to any Bonds issued under the Master Indenture. The Authority may also enter into any Interest Rate Contract or Liquidity Facility it deems necessary or desirable with respect to any or all of the Bonds issued under the Master Indenture, subject to the requirements of the Master Indenture. The Authority expects to issue additional Bonds and to incur additional Auxiliary Obligations in the future under the Master Indenture.

CERTAIN BONDOWNERS' RISKS

Limited Security

The Bonds are special limited obligations of the Authority payable by Class priority and solely from the Trust Estate (except in the case of Bonds which have been specifically designated as general obligations of the Authority). See "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS – Pledge of Trust Estate." There is no assurance that the Mortgage Loans in or expected to be in the Trust Estate will perform in accordance with the assumptions made and that Revenues will be sufficient to pay debt service on the Bonds and Auxiliary Obligations under the Master Indenture when due. See **Appendix A** – "FORMS OF THE INDENTURE – Master Indenture – Revenue Fund." Additional Bonds and Auxiliary Obligations may be issued by the Authority under the Master Indenture on a parity with each Class of Bonds outstanding, upon satisfaction of certain conditions set forth in the Master Indenture.

Considerations Regarding Redemption at Par

PURSUANT TO THE SPECIAL REDEMPTION PROVISIONS OF THE INDENTURE, CERTAIN BONDS MAY BE REDEEMED PRIOR TO THEIR STATED MATURITY FROM ANY MONEYS AND/OR INVESTMENT SECURITIES ON DEPOSIT IN THE RESPECTIVE ACCOUNTS OF THE REDEMPTION FUND, INCLUDING EXCESS REVENUES FROM REGULAR LOAN PAYMENTS, VOLUNTARY OR INVOLUNTARY PREPAYMENTS AND AMOUNTS DEPOSITED AS A RESULT OF ANY OTHER EVENT AS DESCRIBED HEREIN. SEE "PART I – TERMS OF THE 2014 SERIES A BONDS – PRIOR REDEMPTION" FOR A DESCRIPTION OF THE PROVISIONS SPECIFICALLY APPLICABLE TO THE 2014 SERIES A BONDS. THE TIME OR

RATE OF SUCH PREPAYMENTS OR DEPOSITS CANNOT BE PREDICTED. **However, it is assumed that a substantial portion of each Series of Bonds subject to such special redemption under the Indenture will be redeemed prior to their respective stated maturities at a redemption price equal to the principal amount of such Series of Bonds to be redeemed, without premium (except in certain limited circumstances).**

Risks Related to the Liquidity Providers and the Liquidity Facilities

Creditworthiness of the Liquidity Providers

The short-term credit ratings of the Adjustable Rate Bonds under the Master Indenture are based on the issuance of the respective Liquidity Facilities relating to such Adjustable Rate Bonds. Such ratings are based solely on the general credit of the respective Liquidity Provider. Any downgrade in the ratings of the related Liquidity Provider may impact the interest rate of the related Adjustable Rate Bonds.

Each Liquidity Facility provides the Trustee with the liquidity support necessary to purchase the applicable Adjustable Rate Bonds deemed tendered for purchase as described in the related Series Indenture. If remarketing proceeds are not sufficient to provide funds sufficient to pay the purchase price of tendered Adjustable Rate Bonds, the Trustee is required to draw funds under the applicable Liquidity Facility. The ability of the respective Liquidity Provider to honor such drawings may be adversely affected by its financial condition at the time of such draws. No assurance is given as to the current or future financial condition of any Liquidity Provider or the financial condition of any entity with which any Liquidity Provider may merge or by which it may be acquired. For more information about the Liquidity Providers and Outstanding Liquidity Facilities, see **Appendix B-1 – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS – The Outstanding Auxiliary Obligations – Liquidity Facilities."** If a Liquidity Provider becomes insolvent or otherwise becomes a debtor in bankruptcy, timely payment of the purchase price of related Adjustable Rate Bonds subject to tender for purchase might depend entirely on the sufficiency of the Trust Estate to pay such amounts.

Inability to Obtain Substitute Liquidity Facility

Each Liquidity Facility expires on a particular date which is much earlier than the maturity dates of the related Adjustable Rate Bonds. See **Appendix B-1**. No assurances can be given that the Authority will be able to extend any of the Liquidity Facilities or obtain a Substitute Liquidity Facility with respect to any series of Adjustable Rate Bonds upon the terms required by the respective Series Indenture until and including the final maturity dates of such Adjustable Rate Bonds or until the interest rate on such Adjustable Rate Bonds is converted to a Fixed Rate. Failure to extend a Liquidity Facility or obtain a Substitute Liquidity Facility will result in a mandatory purchase of the related Adjustable Rate Bonds prior to maturity at a price of par. The mandatory purchase of such Adjustable Rate Bonds on such a mandatory bond purchase date may not be waived. As of the date hereof, several Liquidity Facilities have expired for which the Authority has been unable to obtain a Substitute Liquidity Facility. As a result, related Adjustable Rate Bonds have been subject to mandatory purchase and have become Bank Bonds under the Master Indenture. See "Interest Costs Associated with Bank Bonds" under this caption.

Increased Costs Associated with Bank Bonds

Pursuant to the Liquidity Facilities, certain unpaid fees will bear interest at the "Default Rate" and Bank Bonds will bear interest at a rate as set forth in the related Liquidity Facilities. Those interest rates could be substantially higher than the variable rate that otherwise would apply to the calculation of interest on the Adjustable Rate Bonds; any increases in those interest rates will increase the amount of interest payable by the Trust Estate under the Master Indenture and may affect its sufficiency to pay the

Bonds. Bank Bonds bear interest at rates substantially higher than the variable rate that would otherwise apply and, in connection with several Series, principal and interest on such Bank Bonds will be payable in the near future under the accelerated amortization provisions of the related Liquidity Facility. The Authority's obligations to repay the Liquidity Facility Providers prior to stated maturity or any mandatory sinking fund redemption date for any principal amounts due on any Bank Bonds outstanding under a Liquidity Facility constitute in some cases Class III Obligations under the Master Indenture and also constitute general obligations of the Authority, and for other Series including the 2014 Series A Bonds, constitute Class I Obligations under the Master Indenture. See "Inability to Obtain Substitute Liquidity Facility" under this caption.

Tax Exempt Status of Tax-Exempt Bonds

The opinion to be delivered by Bond Counsel concurrently with delivery of any tax-exempt Bonds will assume compliance by the Authority with certain requirements of the Tax Code that must be met subsequent to the issuance of such Bonds. The Authority will certify, represent and covenant to comply with such requirements. Failure to comply with such requirements could cause the interest on the tax-exempt Bonds to be included in gross income, or could otherwise adversely affect such opinions, retroactive to the date of issuance of such Bonds. Furthermore, the opinion of Bond Counsel is rendered as of the date of delivery of the particular Series of Bonds and speaks only to laws in effect as of such date. Amendments to federal and state tax laws are proposed from time to time and could be enacted in the future. There can be no assurance that any such future amendments will not adversely affect the value of such Series of Bonds, the exclusion of interest on the tax-exempt Bonds from gross income, alternative minimum taxable income, state taxable income, or any combination from the date of issuance of the particular Series of Bonds or any other date, or that such changes will not result in other adverse federal or state tax consequences.

Risks Related to Interest Rate Contracts

Each of the Interest Rate Contracts exposes the Authority to certain risks including, but not limited to, the risk that payments received by the Authority from the applicable Counterparty could be substantially less than the floating rate interest payments due on the related Series of Bonds. Pursuant to each of the Interest Rate Contracts, the Authority will pay interest to the Counterparty at a fixed rate and will receive interest from the Counterparty at a variable rate which will be based on a LIBOR or SIFMA Index. To the extent Counterparty payments are based on a LIBOR or SIFMA Index, the amount of actual interest payments due on the respective Adjustable Rate Bonds may differ from the amount of such interest payments to be made by the Counterparty and the Trust Estate may not be sufficient to pay interest as due.

The payment obligations of the Authority under the Interest Rate Contracts do not remove the obligations of the Authority to pay interest on the related Series of Bonds from the Trust Estate. A negative change to the financial position of any of the Counterparties (including bankruptcy or insolvency) at any time may negatively impact payments to the Authority pursuant to the applicable Interest Rate Contract to an extent that cannot be determined. In addition, each Interest Rate Contract is subject to termination upon the occurrence of certain events, and no assurance can be given that the Interest Rate Contracts, or any of them, will continue to be in effect. None of the Interest Rate Contracts provide a source of credit or security for the Bonds. The Owners of the Bonds do not have any rights under any Interest Rate Contract or against any Counterparty. See "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS – Interest Rate Contracts." See also **Appendix B-1** – "THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS." See footnote (8) to the audited 2013 financial statements of the Authority included in this Official Statement as **Appendix E** for a description of certain further risks associated with the Interest Rate Contracts.

Delays after Defaults on Mortgage Loans

The Authority anticipates that there will be some delinquent Mortgage Loan payments and foreclosed Mortgage Loans. In the event that a Borrower defaults in the payment of a Mortgage Loan and the Authority institutes foreclosure proceedings, there may be certain required time delays which, should they occur with respect to a sufficient number of Mortgage Loans, could disrupt the flow of Revenues available for the payment of principal of and interest on the Bonds. These time delays derive from the procedures applicable to the collection of mortgage insurance or guarantees as well as those required under Colorado law for the enforcement of rights of beneficiaries under deeds of trusts. Those procedures and their effect on the Authority's ability to collect on defaulted Mortgage Loans are described in **Appendix G** – "INSURANCE AND GUARANTEE PROGRAMS; FORECLOSURE." Any Second Mortgage Loans made to Borrowers in connection with the First Mortgage Loans will decrease the Borrower's equity in the property and, as a result, it is possible that the First Mortgage Loans with Second Mortgage Loans may in the aggregate perform with higher default rates than First Mortgage Loans originated without a Second Mortgage Loan. Bondholders should consider the possibility that such higher default rates could result in insufficient Revenues available to pay debt service on the Bonds when due. Information about historical default rates on portfolios of mortgage loans which secure outstanding bonds of the Authority has been provided by the Authority in its past filings with the nationally recognized municipal securities information repositories. In addition, physical damage to the residences securing the Mortgage Loans may exceed the limits of, or be caused by a peril not insured under, the standard hazard insurance policies insuring such residences, thereby diminishing the value of the Mortgage Loans securing the Bonds.

Other Risks

The remedies available to the owners of the Bonds upon an event of default under the Indenture or other documents described herein are in many respects dependent upon regulatory and judicial actions which often are subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the Indenture and the various Program documents may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Bonds will be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally.

THE SINGLE FAMILY MORTGAGE PROGRAM

The Trust Estate which secures Bonds under the Master Indenture (including the 2014 Series A Bonds) will include Mortgage Loans, as described in "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS." The following sections describe requirements for the Mortgage Loans which are based on requirements in the Act or derive from general policies and limits established by the Authority for qualification of Mortgage Lenders, Servicers, Borrowers and Eligible Properties as well as basic requirements for Mortgage Loans (with noted exceptions). As indicated, certain requirements described below relate only to Mortgage Loans made as a part of a Qualified Single Family Mortgage Program which is not an active program of the Authority at this time as described in "Background" under this caption. A number of the procedures described below may not apply to the Zero Interest First Mortgage Loans. *It is expected that there will be variations in particular cases and that the policies and procedures of the Authority will be modified from time to time consistent with the Act, the Indenture and any procedures applicable to the Mortgage Loans.*

Background

Until 2009, the Authority funded the purchase of Mortgage Loans made as part of its Qualified Single Family Mortgage Program and Non-Qualified Single Family Mortgage Program through the issuance of fixed rate and variable rate Bonds under the Master Indenture. In 2009, the Authority transitioned to funding the purchase of FHA guaranteed single family mortgage loans and later conventional loans, through the securitization and sale of the loans as Ginnie Mae and Fannie Mae Mortgage Backed Securities or through a pass through bond issued under a separate indenture. Although no Bonds have been issued to fund new single family mortgage loan purchases under the Master Indenture since 2009, the Authority is permitted by the Master Indenture to use repayments of Mortgage Loans or in the future to decide to issue additional Bonds to fund the purchase of new Mortgage Loans.

Communication of Program Information

The Authority communicates information on its website (www.chfainfo.com) and through subscription Internet services regarding the changes to policies and procedures for First Mortgage Loans under the Program. Interest rates announced to participating Mortgage Lenders on the Authority website may change daily. The Authority also makes available on the website a guide to Mortgage Lenders setting forth requirements for the Program and information relating to the reservation procedures as more fully described in "Seller's Guide" under this caption (the "**Seller's Guide**"). Participating Mortgage Lenders are expected to obtain this information from the website, which is currently being hosted by AllRegs to improve its useability. The Seller's Guide describes each Program parameters and information necessary for Mortgage Lenders to determine the eligibility of Applicants, residences and Mortgage Loans under the Program. The Seller's Guide and all programmatic information is incorporated by reference into the Mortgage Purchase Agreement entered into between the Authority and each respective participating Mortgage Lender for eligible Mortgage Loans. See "Mortgage Purchase Agreements" under this caption.

Reservation, Delivery and Acquisition of Mortgage Loans

The Seller's Guide references and incorporates a description of reservation procedures by which a Mortgage Lender may reserve Mortgage Loan funds. Reservations may be made on a continuous basis without regard to the availability of proceeds from a specific Series of Bonds. The reservation procedures require a Mortgage Lender to have taken a loan application from an Applicant who has entered into a purchase contract with the seller of a residence or to have taken an application from an Applicant who intends to refinance their existing mortgage loan as part of a refinance program. The Mortgage Lender must use the Internet Reservation System to reserve funds. Prior to closing the Mortgage Loan, the Mortgage Lender may deliver to the Authority further documentation in order for the Authority to review the eligibility of the Applicant and the residence. The Mortgage Lender must then close the Mortgage Loan and deliver to the Authority the complete Mortgage Loan closing documents within specified timeframes.

In connection with any First Mortgage Loan (with the exception of Zero Interest Loans or Mortgage Loans financed under the CHFA Advantage Program or the CHFA FHA Streamline Refinance Program) originated by a Mortgage Lender in the Single Family Mortgage Programs, a Borrower may request and obtain a Second Mortgage Loan, the proceeds of which may be used to fund upfront cash requirements of the applicable First Mortgage Loan, including payment of the origination fee, closing costs, initial required escrow deposits and/or all or a portion of a downpayment. Proceeds of a Second Mortgage Loan may for some Programs also be used by a Borrower for a temporary "buy down" of the interest rate. See "Special Program Features – Second Mortgage Loans" under this caption. First Mortgage Loans will be offered with and without a Second Mortgage Loan at varying interest rates. In

addition, the Authority may require a Borrower to make a cash contribution using funds other than the proceeds of a Second Mortgage Loan. The cash contribution is not required to be from the Borrower's own funds. The Authority or the Trustee will acquire First Mortgage Loans from the Mortgage Lenders with available funds of the Authority at a price sufficient, in some cases, to pay additional lender fees. The Authority or the Trustee will also use available funds to reimburse Mortgage Lenders for any related Second Mortgage Loans originated by such Mortgage Lenders on behalf of the Authority in connection with such First Mortgage Loans.

In order to satisfy the requirements of the Tax Code in connection with certain tax-exempt Bonds, the Authority is required by the Indenture to reserve an amount in the Acquisition Account for the acquisition of First Mortgage Loans on "targeted area residences" within the meaning of Section 143 of the Tax Code ("**Targeted Area Residences**"). Such amount must be reserved until all of such amount is used to acquire First Mortgage Loans on such Targeted Area Residences or a date at least one year after the date on which the proceeds of the Series of Bonds or amounts exchanged therefor are first made available for the acquisition of such First Mortgage Loans.

Eligibility Requirements

Residency Requirements

In the case of Mortgage Loans made in a Qualified Single Family Mortgage Program, Mortgage Loans must be made only to Applicants who have not had a present ownership interest in a principal residence during the three-year period prior to the date of execution of each respective Mortgage which secures each such Mortgage Loan. Mortgage Loans in the Non-Qualified Single Family Mortgage Program, Mortgage Loans made to Eligible Veterans or in Targeted Areas will not be subject to this requirement. Each Applicant must also intend to occupy the Eligible Property as his or her principal place of residence.

Purchase Price Limitations

In the case of Mortgage Loans made in a Qualified Single Family Mortgage Program, the Purchase Price of an Eligible Property financed in connection with such a Mortgage Loan may not exceed certain Purchase Price limits as established by the Authority. The Authority has established Purchase Price limits for Eligible Properties, with no differentiation between new and existing residences, based on the county in which such Eligible Property is located. These limits range from \$265,100 to \$417,000. Certain of these Purchase Price limits are somewhat lower than those permitted by the Tax Code in order to better serve persons and families of lower income. Purchase Price limits determined by the Authority may be amended by the Authority from time to time without notice to Bondowners. Furthermore, a Mortgage Loan may be made in an amount up to \$15,000 for an existing Residence to finance certain capital improvements to the Eligible Property for energy efficiency purposes. In addition to the proceeds of a First Mortgage Loan, an Eligible Property may be financed with amounts received and secured by a second mortgage encumbering the property. For other Mortgage Loans and in certain jurisdictions, the Authority has established or may establish higher Purchase Price limits, not in excess of 90% (110% in the case of Targeted Area Residences) of the Average Area Purchase Price, as defined below, of previously occupied or new single family residences, as the case may be, for the statistical area in which the Eligible Property is located.

The term "Purchase Price" means that cost of acquiring an Eligible Property from the seller as a completed residential unit, including: (i) all amounts paid, either in cash or in kind, by the Eligible Borrower (or a related party or for the benefit of the Eligible Borrower) to the seller (or a related person or for the benefit of the seller) as consideration for the Eligible Property, (ii) the purchase price of the land

and (iii) if the Eligible Property is incomplete, the reasonable cost of completing it (to the extent that the builder thereof normally completes work on similar residences which he builds, and so that occupancy thereof is legally permitted); but exclusive of (A) usual and reasonable settlement or financing costs (but only to the extent that such amounts do not exceed the usual and reasonable costs which would be paid by the Applicant where financing is not provided through the proceeds of qualified mortgage bonds the interest on which is excludable from the gross income of the recipient for federal income tax purposes), (B) the value of services performed by the Eligible Borrower or members of his or her family in completing the Eligible Property, (C) the value of an income-producing component of the Eligible Property, (D) the value of all items of personal property included in the Eligible Property and (E) the cost of land if owned by the Eligible Borrower for at least two years prior to the commencement of construction.

The term "Average Area Purchase Price" means the average area purchase price under the safe harbor limitations calculated as provided in Revenue Procedure 2014-31. This Revenue Procedure announces that the Treasury Department and the Internal Revenue Service have determined that FHA loan limits provide a reasonable basis for determining average area purchase price safe harbor limitations. Because FHA loan limits do not differentiate between new and existing residences, the Revenue Procedure contains a single average area purchase price safe harbor for both new and existing residences in a statistical area. If the Treasury Department and the Internal Revenue Service become aware of other sources of average purchase price data, including data that differentiate between new and existing residences, consideration will be given as to whether such data provide a more accurate method for calculating average area purchase price safe harbors. If no purchase price safe harbor is available for a statistical area, the safe harbor for "All Other Areas" may be used for that statistical area.

If the FHA revises the FHA loan limit for any statistical area after December 6, 2013, an issuer of qualified mortgage bonds or mortgage credit certificates may use the revised FHA loan limit for the statistical area to compute a revised average area purchase price safe harbor for that statistical area, provided that the issuer maintains records evidencing the revised FHA loan limit. In accordance with the Tax Code, the average area purchase price may be determined by the Authority, in lieu of the safe harbor limitations described above, if the Authority uses more accurate and comprehensive data.

On December 6, 2013, FHA issued Mortgagee Letter 2013-43 (ML 2013-43) which provides notice of certain updates including, but not limited to, FHA's single family housing loan limits for Title II forward mortgages for case numbers assigned on or after January 1, 2014 through December 31, 2014. As provided in ML 2013-43, FHA's single family forward mortgage loan limits are governed by section 203(b)(2) of the National Housing Act, which includes a cross-reference to section 305(a)(2) of the Federal Home Loan Mortgage Corporation Act (12 U.S.C. 1454(a)(2)).

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The most recently published safe harbor limitations for Average Area Purchase Prices for Single Family Residences in the State were as follows:

<u>Area</u>	<u>Average Purchase Price Safe Harbor</u>
Eagle County	\$679,891
Garfield County	679,891
Pitkin County	679,891
Routt County	679,891
San Miguel County	679,891
Summit County	679,891
Hinsdale County	465,000
Ouray County	462,500
Boulder County	443,750
Adams County	425,000
Arapahoe County	425,000
Broomfield County	425,000
Clear Creek County	425,000
Denver County	425,000
Douglas County	425,000
Elbert County	425,000
Gilpin County	425,000
Jefferson County	425,000
Park County	425,000
La Plata County	412,500
Gunnison County	388,750
Grand County	362,500
Archuleta County	310,000
Mesa County	307,500
Larimer County	300,000
Chaffee County	298,750

Source: Internal Revenue Service Revenue Procedure 2014-31, IRB 2014-20, dated May 12, 2014

Condominium Projects

Under a Qualified Single Family Mortgage Program, Mortgage Loans on a limited number of condominium units which qualify for FHA insurance, VA or Rural Housing Service guarantees or PMI may be purchased. The aggregate principal amount of Mortgage Loans encumbering condominium units may not exceed 20% of the aggregate principal amount of all Mortgage Loans financed by the Bonds at the time such Mortgage Loans are originated or purchased.

Income Limits

An Applicant may be a Borrower for purposes of a Mortgage Loan only if such Applicant has a current Gross Annual Household Income which does not exceed the limits set forth in the Seller's Guide and supplemental documentation. Income limits determined by the Authority may be amended by the Authority from time to time without notice to Bondowners.

Credit Scores for Originated Mortgage Loan Applicants

Applicants for Mortgage Loans originated under a Qualified Single Family Mortgage Program must meet a minimum FICO credit score requirement of 620 (except the minimum credit score for the CHFA Advantage Program is 680). Applicants who have credit scores greater than or equal to 620 but less than or equal to 659 (and have debt to income ratios exceeding 43%) must successfully pass the Authority's CHFA Risk Information Score Card ("**RISC**") to utilize any Qualified or Non-Qualified Single Family Mortgage Loan Program. RISC evaluates a comprehensive list of "mortgage compensating factors" to determine homeownership preparedness. While some Applicants do not meet the mortgage program requirements at the time of application, they may be able to qualify later by addressing some or all of the issues identified in the RISC Score Card. The list of "mortgage compensating factors" evaluated in the RISC Score Card includes, among other things, the amount of investment by the Applicant in the subject property, the amount of cash reserves held by the Applicant, and whether the Applicant uses budgeting or credit-counseling services.

Homebuyer Education Requirement

Applicants for Mortgage Loans originated under a Qualified Single Family Mortgage Program will be required by the Authority (at the Authority's expense) to attend homebuyer education classes. Homebuyer education classes are intended to give Applicants a clearer understanding, among other things, of their debt obligations. Applicants obtaining financing under the Authority's HomeAccess Program must attend the class prior to executing a contract with respect to the applicable property. Homebuyer education classes are offered statewide and at no cost to the Borrower by Authority-approved housing counseling agencies and housing authorities under contract with the Authority ("**participating agencies**"). Homebuyer education certificates are only valid for nine months from the date of the certificate through the date of the purchase contract. Pursuant to its contracts with such participating agencies, the Authority will pay up to certain amounts for the classroom education. Homebuyer education is also available online from certain of the participating agencies at a cost of \$99 to be paid by the Borrower.

Mortgage Purchase Agreement

Each Mortgage Lender approved by the Authority to participate in the Authority's Single Family Mortgage Program has executed a Mortgage Purchase Agreement. Additional Mortgage Lenders may become eligible to participate and, if approved by the Authority, will enter into a Mortgage Purchase Agreement. Purchases of Mortgage Loans by the Authority from Mortgage Lenders are made pursuant to Mortgage Purchase Agreements, which in most cases incorporate by reference the terms and provisions of the Seller's Guide. A reservation of Mortgage Loan funds is for a specific Applicant, residence, Mortgage Loan amount and interest rate. The Seller's Guide provides that an origination fee equal to one percent (1%) of the aggregate principal amount of each First Mortgage Loan may be charged to a Borrower and Mortgage Lenders may receive an additional payment from the Authority as a servicing release fee and, in the case of First Mortgage Loans originated in non-metropolitan areas, an additional 50/100 of one percent (.50%) fee will be paid to Mortgage Lenders. In the case of a First Mortgage Loan originated to a Borrower whose household income is less than 80% area median income, with a credit score equal to or greater than 700 or with a Mortgage Loan in an amount less than \$75,000, an additional .125% premium will be paid to Mortgage Lenders. The Authority offers Mortgage Lenders the following early purchase service release premium ("**SRP**"): an additional .25% SRP if the loan is purchased within 30 days of reservation date and an additional .125% SRP if the loan is purchased within 45 days of reservation date. In the case of Mortgage Loans originated in the HomeAccess Program and as 203K rehabilitation loans, an additional one percent (1%) fee will be paid to Mortgage Lenders. Mortgage Lenders will also be paid one-hundred fifty dollars (\$150.00) for Second Mortgage Loans.

The Authority reserves the right to modify or otherwise change its procedures under the Program from time to time on the basis of its experience in order to meet changed conditions. To the extent that such modifications or changes are made, the Authority will be governed by the Act and by the covenants contained in the Indenture.

Seller's Guide

Each Mortgage Purchase Agreement (applicable only to Mortgage Loans other than Zero Interest First Mortgage Loans) incorporates by reference the Seller's Guide, including all of the terms, conditions, representations and warranties therein. The Seller's Guide describes the procedures for reservation, loan delivery and acquisition, and contains representations, warranties, covenants and agreements of the Mortgage Lender to the Authority, certain of which relate to: (i) the legality and validity of the Mortgage Loans and related documents; (ii) the existence and conveyance to the Authority of a valid lien (subject only to current taxes and assessments not yet due and payable, and encumbrances permitted by the Authority) on the Eligible Property, located in the State and held in fee simple; (iii) the absence of delinquencies with respect to payments on each Mortgage Loan; (iv) the absence of defaults under each Mortgage Loan; (v) the Mortgage Lender's right to sell each Mortgage Loan to the Authority; (vi) the existence and validity of hazard insurance on the Eligible Property in an amount equal to the lesser of (a) 100% of the replacement value of improvements (as established by the property insurer) or (b) the unpaid principal balance of the First Mortgage Loan plus any Second Mortgage Loan held by the Authority; provided, however, that under no circumstances may the amount of insurance be less than 80% of the replacement value of the improvements; (vii) compliance by the Mortgage Lender with all requirements relating to the insurance or guaranty of the Mortgage Loan; (viii) compliance with the applicable requirements of the Tax Code; and (ix) the requirement that any insurance or guaranty will inure to the benefit of the Authority. The Authority has the right to decline to purchase any Mortgage Loan offered to it if, in the reasonable opinion of the Authority, the Mortgage Loan does not conform to the requirements of the Act or the Seller's Guide. See "Mortgage Purchase Agreement" under this caption.

The Seller's Guide may be amended or supplemented by the Authority from time to time without notice to the owners of the Bonds.

Servicing of the Mortgage Loans

Since 1997, the Authority has retained all mortgage servicing rights related to purchased single-family mortgage loans and has serviced such mortgage loans, including the Mortgage Loans, through an internal loan servicing department. However, following a detailed review of its loan servicing function in 2012, the Authority determined that the Authority and its customers would benefit from the infrastructure, advanced technology and economies of scale offered by an external sub-servicer. As a result, in November 2012 the Authority contracted with Dovenmuehle Mortgage, Inc. ("**DMI**") to serve as a sub-servicer for the Authority's single family mortgage loan portfolio (including the Mortgage Loans). The Mortgage Loans were transitioned to DMI in the spring of 2013. DMI is highly experienced at sub-servicing mortgage loan portfolios for housing finance agencies and other investors, with expertise in tax exempt bond finance structures and the unique mission perspective of housing finance agencies. It is anticipated that the engagement of DMI will assist the Authority in lowering its long-term costs and enhance delinquency and default management. DMI was selected from a pool of six nationally recognized candidates. The Authority will continue to retain mortgage servicing rights and actively oversees the activities of DMI through a core group of internal loan servicing employees.

Loss Mitigation

For Mortgagors in default, the Authority actively seeks alternatives to foreclosure. The Authority through its sub-servicer DMI follows the loss mitigation procedures of the relevant Mortgage Loan insurer, guarantor or investor. The Authority refers all Mortgagors in default to HUD-approved counseling agencies for assistance. HUD evaluates loss mitigation efforts by loan servicers on a quarterly basis, six months in arrears. HUD assigns a tier ranking of one to four, with one being the highest ranking. DMI's most recent ranking as a loan servicer is Tier 1.

Hazard Insurance

Each Mortgagor must maintain a hazard insurance policy covering against loss caused by fire and hazards included within the term extended coverage.

In general, the standard form of fire and extended coverage policy covers physical damage to or destruction of a residence by fire, lightning, smoke, windstorm and hail, riot, strike and civil commotion, subject to the conditions and exclusions particularized in each policy. Although the policies relating to the Mortgage Loans may be underwritten by different insurers and therefore will not contain identical terms and conditions, the basic terms thereof are dictated by Colorado law. Most such policies typically do not cover any "physical damage" resulting from the following: war, revolution, governmental actions, earthquake, floods (unless in an applicable zone where flood insurance is required) and other water-related causes, nuclear reactions, wet or dry rot, vermin, rodents, insects or domestic animals, theft and, in certain cases, vandalism. The foregoing list is merely indicative of certain kinds of uninsured risks and is not intended to be all-inclusive or address damage covered in specialty insurance policies.

Most hazard insurance policies typically contain a "coinsurance" clause which will require the Mortgagor at all times to carry insurance of a specified percentage (generally 80% to 90%) of the full replacement value of the improvements on the residence in order to recover the full amount of any partial loss. If the coverage falls below the specified percentage, the insurer's liability in the event of partial loss would not exceed the larger of (i) the actual cash value of the improvements damaged or destroyed or (ii) such proportion of the loss as the amount of insurance carried bears to the specified percentage of the full replacement cost of such improvements. The effect of coinsurance in the event of partial loss may be that hazard insurance proceeds will be insufficient to restore fully the damage to the Eligible Property.

Special Program Features

Tiered Pricing

In 2014, the Authority implemented a tiered pricing feature on some of its Programs which provides Borrowers an opportunity to finance all, or a portion, of their closing costs through an increased interest rate. Tiered pricing is accomplished in the form of a lender credit. Mortgage Lenders will be reimbursed for the lender credit to the Borrower of 1 percent or 2 percent of the total loan amount at the time the Authority purchases the loan. Such lender credit is for payment of Borrower settlement charges.

Zero Interest First Mortgage Loans

The Authority may use amounts in the Acquisition Account to acquire as Mortgage Loans certain loans referred to as "**Zero Interest First Mortgage Loans.**" Zero Interest First Mortgage Loans are loans which have been made by a non-profit organization to Borrowers in principal amounts equal to the cost of construction of the dwelling, with no interest. The Borrowers are expected to contribute over 400 hours of "sweat equity" into the construction of the dwelling in lieu of a down payment. The annual

repayment obligation of Zero Interest First Mortgage Loans will be based on 25% of the respective Borrower's gross annual household income and the respective maturities of the Zero Interest First Mortgage Loans will be derived as a result of the repayment terms. The Zero Interest First Mortgage Loans will not be insured or guaranteed and do not need to meet any loan-to-value ratios. However, in the event of default, the non-profit organization is generally required to substitute the defaulted Zero Interest First Mortgage Loan with a comparable performing Zero Interest First Mortgage Loan or, if unable to find such a comparable performing loan, to provide cash in the amount of the loan or notify the Authority to commence the foreclosure process. Zero Interest First Mortgage Loans are purchased by the Authority, and they may have cash assistance or a second mortgage loan from other entities. Terms of the Zero Interest First Mortgage Loans may be amended from time to time and the level of such Zero Interest First Mortgage Loans so acquired may be determined by the Authority, to the extent consistent with the then current Cash Flow Statement and Authority Certification required by the related Series Indenture to demonstrate that the Class I Asset Requirement, the Class II Asset Requirement and the Class III Asset Requirement for the particular Series of Bonds will be met after taking into account such terms and level. The Authority charges a small one-time, up-front administrative fee for each Zero Interest First Mortgage Loan.

HomeAccess Program

The Authority may use amounts in the Acquisition Account to acquire Mortgage Loans originated under the Authority's HomeAccess Program, which is intended to assist very low-income persons with disabilities or the parents of a child with a disability to achieve homeownership. These Borrowers may receive First Mortgage Loans (referred to herein as "**HomeAccess Loans**") at current market rates. A Mortgage Loan in the HomeAccess Program will be made only to a Borrower who makes a cash contribution of at least \$750 or \$500 with automatic checking account payments and who meets certain income limits lower than those established for Borrowers of other First Mortgage Loans. The Authority may provide certain Borrowers under the HomeAccess Program with a Second Mortgage Loan for downpayment and closing cost assistance of up to \$25,000. The HomeAccess Second Mortgage Loans bear interest at an annual interest rate of 0% with repayment deferred for three-hundred sixty (360) months, then repaid at two hundred dollars (\$200) per month thereafter. Terms of the Mortgage Loans made under the HomeAccess Program may be amended from time to time and the level of such Mortgage Loans so acquired may be determined by the Authority, to the extent consistent with the then current Cash Flow Statement and Authority Certification required by the related Series Indenture to demonstrate that the Class I Asset Requirement, the Class II Asset Requirement and the Class III Asset Requirement for the particular Series of Bonds will be met after taking into account such terms and level.

SectionEight and SectionEight Plus Programs

The Authority may use amounts in the Acquisition Account to acquire Mortgage Loans originated under the Authority's SectionEight and SectionEight Plus Programs. Under its SectionEight Program, the Authority may make 30-year Mortgage Loans to first time homebuyers that meet certain income limit requirements, for eligible property not exceeding certain purchase price limits, and subject to certain other restrictions. Persons who receive Housing Assistance Payments ("**HAP**") from Public Housing Authorities ("**PHA**") and who are approved to participate in a PHA's homeownership programs may be eligible to participate in the Authority's SectionEight and SectionEight Plus Programs. Under the SectionEight Plus Program, the Authority may make Second Mortgage Loans to eligible borrowers to finance a down payment and/or closing costs.

CHFA Advantage Program

The Authority may use amounts in the Acquisition Account to acquire Mortgage Loans originated under the Authority's CHFA Advantage Program. Under this Program, the Authority may make 30-year fixed interest rate Mortgage Loans to borrowers with a minimum median credit score of 680. Such Mortgage Loans originated under the CHFA Advantage Program will be conventional uninsured loans, with a maximum loan to value ratio of 97%. Such Mortgage Loans will not be originated under this Program in conjunction with a Second Mortgage Loan.

CHFA Preferred and CHFA Preferred Plus Programs

The Authority may use amounts in the Acquisition Account to acquire Mortgage Loans originated under the Authority's CHFA Preferred and CHFA Preferred Plus Programs. Under these Programs, the Authority may make 30-year fixed interest rate Mortgage Loans to Borrowers with a minimum median credit score of 620. Such Mortgage Loans originated under these CHFA Preferred Programs will be conventional insured loans, with a maximum loan to value ratio of 97% and maximum combined loan to value of 105%, as applicable. Under the CHFA Preferred Plus Program, the Authority may make Second Mortgage Loans to eligible borrowers to finance a down payment and/or closing costs.

Second Mortgage Loans

Proceeds of certain Bonds have in the past been and may in the future be used by the Authority to acquire Second Mortgage Loans made to Borrowers of First Mortgage Loans, including such Second Mortgage Loans made to Borrowers of First Mortgage Loans as well as Second Mortgage Loans originated under the Master Indenture in connection with first mortgage loans purchased and pledged to repay certain GNMA Securities expected to be issued by the Authority. Under most programs, Second Mortgage Loans have been and will be originated for three percent (3%) of the first mortgage loan amount, with a term of thirty (30) or forty (40) years. For loan reservations made on or after August 18, 2014, CHFA has replaced its interest bearing Second Mortgage Loans with its zero percent interest, non-amortizing Second Mortgage Loans for down payment assistance. Generally, Second Mortgage Loans are due in full upon the sale of the property, the refinance of the related First Mortgage Loan, payment in full of the related First Mortgage Loan, default of the related First Mortgage Loan, transfer of title, or if the property is no longer the Borrower's principal residence. Under certain specialty programs, the second mortgage rate is zero percent (0%) and repayment of the entire balance of the Second Mortgage Loan is due in month three-hundred sixty (360) or four-hundred eighty (480) (after repayment of the thirty (30) or forty (40) year first mortgage loan). The Second Mortgage Loan can be prepaid in full or in part at any time without penalty. The Second Mortgage Loan is not assumable.

The percentage and aggregate amounts available from Bond proceeds for acquisition of such Second Mortgage Loans from time to time must be at levels consistent with the then current Cash Flow Statements and Authority Certification required by the related Series Indenture to demonstrate that the Class I Asset Requirement, the Class II Asset Requirement and the Class III Asset Requirement for the particular Series of Bonds will be met after taking into account such levels for Second Mortgage Loans.

Refinancing Programs

Proceeds of the Bonds (or amounts exchanged therefor) provide funding for the Authority's mortgage purchase activities under the Single Family Mortgage Programs. The Authority is using, and in the future plans to use, such proceeds and exchanged amounts to fund mortgage refinancing activities. Under the CHFA FHA Streamline Refinance Program, initiated in September 2012 by the Authority, the Authority may offer fixed interest rate 30-year Mortgage Loans to refinance Mortgage Loans currently in

the Authority's single-family mortgage loan portfolios, without an appraisal, homebuyer education, any credit qualification or minimum financial investment. Mortgage Loans will not be originated under this Program in conjunction with a Second Mortgage Loan. Under its CHFA Advantage Program, the Authority also offers fixed interest rate 30-year Mortgage Loans to refinance existing loans. Any such refinancing programs of the Authority may result in the prepayment of outstanding mortgage loans, including the Mortgage Loans, with a corresponding redemption at par of Bonds secured by such Mortgage Loans in accordance with the redemption provisions of the related Series Indenture. See "Part II – CERTAIN BONDOWNERS' RISKS – Considerations Regarding Redemption."

Community Land Trust Program

The Authority uses proceeds of Bonds to acquire First Mortgage Loans with a first lien on residences built on leased ground in connection with a Community Land Trust. The remaining term of the ground leases will not be less than the term for repayment of the Bonds secured by the First Mortgage Loans. The Community Land Trust's ground lease may include certain resale restrictions to limit future property purchasers to low and moderate families or to limit the maximum sales price of the property. The Authority will require appropriate recorded documentation such as a Land Lease Rider (the "**Rider**") among the Borrower, the Authority and the Community Land Trust which will provide that such restrictions will terminate automatically on foreclosure of, or acceptance of a deed-in-lieu of foreclosure for, the leasehold mortgage. The documentation will also provide that in no event shall the leasehold terminate except for (1) nonpayment of amounts due under the lease; (2) violation of the restrictions on sale; and (3) violation of the requirement that the Borrower occupy the land as their primary residence. The documentation shall give the Authority the prior right to cure any such default without terminating the lease or to foreclose its mortgage, at which point a new lease between the Authority and the Community Land Trust will be automatically created.

Payment of Recapture Tax

The Authority has established a reimbursement program for certain current and new Borrowers that may be subject to paying a recapture tax under the Internal Revenue Code (the "**Recapture Tax**"). The Internal Revenue Code mandates, under certain circumstances, a "recapture" of some of the subsidy received by a Borrower through borrowing under the Authority's tax-exempt mortgage revenue bond funded loan programs. A payment of Recapture Tax may be required if (i) the Authority financed property ceases to be the Borrower's principal residence in the first full nine years of ownership; (ii) there is a profit on the sale of the home; and (iii) the Borrower's household income increases significantly (generally more than five percent (5%) per year). Upon receipt of proof that a Borrower who was subject to a Recapture Tax actually paid to the IRS the Recapture Tax, the Authority will reimburse the Borrower the amount paid upon satisfaction of certain conditions. The reimbursement will be paid from general funds of the Authority. The Authority has evaluated the risks associated with this reimbursement program and determined that the likelihood is relatively low that a Borrower will be required to pay a Recapture Tax and that the Authority will subsequently have to reimburse such Borrower.

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 Bond Owners, or in any way impair the rights and remedies of such Owners until the 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.

LEGALITY FOR INVESTMENT AND SECURITY FOR DEPOSITS

The Act provides that the 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, such 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 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.

INDEPENDENT AUDITORS

The most recent audited financial statements of the Authority, included as **Appendix E** hereto, have been audited by KPMG LLP, independent auditors, as stated in their report appearing therein. KPMG LLP has not performed any procedures related to this Official Statement.

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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, including the Indenture, 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 2014 Series A Bonds.

COLORADO HOUSING AND FINANCE AUTHORITY

By: /s/ Patricia Hippe
Chief Financial Officer

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APPENDIX A

Forms of the Indenture

The forms of the Master Indenture and 2014 Series A Indenture are attached hereto.

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COLORADO HOUSING AND FINANCE AUTHORITY

AND

ZIONS FIRST NATIONAL BANK,

AS TRUSTEE

MASTER INDENTURE OF TRUST

(Conformed copy reflecting Supplements to Master Indenture in effect as of October 1, 2014)

DATED AS OF OCTOBER 1, 2001

SECURING

SINGLE FAMILY MORTGAGE BONDS

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This MASTER INDENTURE OF TRUST, dated as of October 1, 2001, between the Colorado Housing and Finance Authority (the "Authority"), a body corporate and political subdivision of the State of Colorado, and Zions First National Bank, as Trustee, a national banking association, duly organized and existing under the laws of the United States of America, with a corporate trust office located in Denver, Colorado, and authorized under such laws to accept and execute trusts of the character herein set forth,

WITNESSETH:

WHEREAS, the Colorado Housing and Finance Authority Act, being part 7 of article 4 of title 29, Colorado Revised Statutes (the "Act"), authorizes the Authority to issue bonds and other obligations to finance "housing facilities" for "low- or moderate-income families" (all as defined in the Act) to the end that decent, safe and sanitary dwelling accommodations for such families may be provided; and

WHEREAS, in order to provide funds to be used to redeem prior to maturity certain outstanding bonds of the Authority, to finance mortgage loans under the Single Family Mortgage Program of the Authority, to pay costs of issuance of the Bonds to be issued hereunder, to establish necessary reserves, and to otherwise attain the goals of the Authority pursuant to the Act, it has been deemed appropriate and necessary that the Authority authorize the issuance of Bonds pursuant to this Master Indenture and one or more series indentures ("Series Indentures" and together with this Master Indenture, the "Indenture") and prescribe and establish regulations, conditions and other appropriate matters with respect to the issuance of such Bonds; and

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

NOW, THEREFORE, THIS MASTER INDENTURE OF TRUST WITNESSETH:

That the Authority in consideration of the premises, the acceptance by the Trustee of the trusts hereby created, the purchase and acceptance of the Bonds by the purchasers thereof, and of other good and valuable consideration, the receipt of which is hereby acknowledged, and in order to secure the payment of the principal of, premium, if any, and interest on all Bonds Outstanding hereunder from time to time, according to their tenor and effect, and to secure the observance and performance by the Authority of all the covenants expressed or implied herein, in the Bonds and in Auxiliary Agreements, does hereby pledge and assign unto the Trustee, acting on behalf of the Bondowners, and to all present and future Auxiliary Agreement Providers and unto their successors and assigns forever subject to the rights granted the Authority herein to direct the use and application of moneys, including the release of moneys free from the lien of the Indenture, under the terms and conditions set forth herein (all terms not previously defined shall have the meanings provided in Section 1.1 of this Master Indenture):

GRANTING CLAUSE FIRST

All right, title and interest of the Authority in and to the proceeds derived from the sale of the Bonds until used as set forth herein; and

GRANTING CLAUSE SECOND

All right, title and interest of the Authority in and to the Revenues and all moneys and securities in the Funds and Accounts from time to time held by the Trustee under the terms of the Indenture (except moneys and securities in the Rebate Fund, the Excess Earnings Fund and a Bond Purchase Fund) and investments, if any, thereof (other than the Rebate Requirement which is to be deposited in the Rebate Fund, and other than any Excess Earnings which are to be deposited in the Excess Earnings Fund); and

GRANTING CLAUSE THIRD

All right, title and interest of the Authority in and to the Mortgage Loans and MBS, the right to make a claim for, collect and receive Revenues payable to or receivable by the Authority, to bring actions and proceedings under Mortgage Loans and MBS or for the enforcement thereof, and to do any and all things which the Authority is or may become entitled to do under Mortgage Loans and MBS; and

GRANTING CLAUSE FOURTH

All proceeds of mortgage insurance and guaranty benefits related to Mortgage Loans and MBS received by the Authority under the Program; and

GRANTING CLAUSE FIFTH

All moneys and securities and all other rights of every kind and nature from time to time hereafter by delivery or by writing of any kind pledged, assigned or transferred as and for additional security hereunder to the Trustee by the Authority or by anyone in its behalf, or with its written consent and to hold and apply such property.

TO HAVE AND TO HOLD all of the same, whether now owned or hereafter acquired, unto the Trustee and its respective successors in said trusts and assigns forever.

IN TRUST NEVERTHELESS, upon the terms and trusts herein set forth for the equal and proportionate benefit, security and protection of all present and future (i) Owners of the Bonds from time to time issued under and secured by the Indenture without privilege, priority or distinction as to the lien or otherwise of any of the Bonds over any of the other Bonds and (ii) Auxiliary Agreement Providers, except as provided herein or in a Series Indenture;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall well and truly pay, or cause to be paid, the principal of the Bonds and the interest and premium, if any, due or to become due thereon, at the times and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall cause the payments to be made into the Revenue Fund as required under the Indenture or shall provide, as permitted by Article XII hereof, for the payment thereof, and shall well and truly keep, perform and observe all the covenants and conditions pursuant to the terms of the Indenture and all Auxiliary Agreements to be kept, performed and observed by it, and shall pay or cause to be paid to the Trustee, the Bond Registrar, the Paying Agent, all agents of any of them for the registration, authentication, transfer or exchange of Bonds and all Auxiliary Agreement Providers, all sums of money due or to become due to it or them in accordance with the terms and provisions hereof and of the Auxiliary Agreements, then the Indenture and the rights hereby granted shall cease, determine and be void; otherwise the Indenture to be and remain in full force and effect.

THIS MASTER INDENTURE OF TRUST FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and the property hereby assigned and pledged are to be dealt with and disposed of under, upon and subject to the terms, conditions, stipulations, covenants, agreements, trusts, uses and purposes as expressed herein, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee, with all Auxiliary Agreement Providers and with the respective Owners from time to time of the Bonds, as follows:

ARTICLE I

DEFINITIONS, CONSTRUCTION, BOND CONTRACT AND PLEDGE

Section 1.1. Definitions. As used in this Master Indenture and, except as otherwise specified in a Series Indenture, unless the context otherwise shall require, the following terms shall have the following respective meanings:

“Account” or “Accounts” means one or more of the special trust accounts created and established pursuant to this Master Indenture or a Series Indenture.

“Acquisition Account” means the Account so designated, which is created and established in the Program Fund by Section 5.1 of this Master Indenture.

“Accreted Value” means, with respect to each Compound Interest Bond as of any date of calculation, an amount equal to the sum of (i) the principal amount of such Bond, plus (ii) any interest that has been compounded, i.e., any interest amount that is itself then bearing interest, all determined as of such date.

“Act” means the Colorado Housing and Finance Authority Act, being Part 7, Article 4, Title 29 of Colorado Revised Statutes.

“Adjustable Rate Bonds” means Bonds the interest rate on which is not fixed to maturity. Adjustable Rate Bonds may be designated as Class I, Class II, Class III or Class IV Bonds as provided in the Related Series Indenture.

“Aggregate Debt Service” means, for any particular period, Bonds and Auxiliary Obligations, the Debt Service Payments becoming due and payable on all Payment Dates during such period with respect to such Bonds and such Auxiliary Obligations.

“Aggregate Principal Amount” means, as of any date of calculation, the principal amount or Accreted Value of the Bonds referred to.

“Amortized Value” means, when used with respect to an Investment Security purchased at a premium above or at a discount below par, the value as of any given date obtained by dividing the total amount of the premium or the discount at which such Investment Security was purchased by the number of days remaining to the first call date (if callable) or the maturity date (if not callable) of such Investment Securities at the time of such purchase and by multiplying the amount so calculated by the number of days having passed from the date of such purchase; and (a) in the case of an Investment Security purchased at a premium, by deducting the product thus obtained from the purchase price and (b) in the case of an Investment Security purchased at a discount, by adding the product thus obtained to the purchase price.

“Authority” means the Colorado Housing and Finance Authority, the body corporate and political subdivision of the State created pursuant to the Act, or any successor thereto under or with respect to the Act.

“Authority Certificate” means as the case may be, a document signed by the Chair, Vice Chair or an Authorized Officer either (a) attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (b) setting forth matters to be determined by such Authorized Officer pursuant to the Indenture.

“Authority Payment Account” means the Account so designated, which is created and established in the Debt Service Fund with respect to General Obligations by Section 5.1 of this Master Indenture.

“Authority Request” means a written request or direction of the Authority signed by an Authorized Officer.

“Authorized Officer” means the Chair, Chair pro tem or Executive Director of the Authority, and any other officer designated from time to time as an Authorized Officer by resolution of the Authority and, when used with reference to any act or document, also means any other person authorized by resolution of the Authority to perform such act or sign such document.

“Auxiliary Agreements” means Interest Rate Contracts and Liquidity Facilities.

“Auxiliary Agreement Providers” means Interest Rate Contract Providers and Liquidity Facility Providers.

“Auxiliary Obligations” means obligations of the Authority for the payment of money under Auxiliary Agreements.

“Bond” or “Bonds” means any of the bonds, notes or other financial obligations (however denominated) of the Authority authorized and issued under the Indenture, including any Refunding Bonds.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized standing in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed from time to time by the Authority.

“Bondowner” or “Owner” or “Owner of Bonds” or similar term, when used with respect to a Bond or Bonds, means the registered owner of any Outstanding Bond.

“Bond Purchase Fund” means the Fund so designated, which is created and established by a Series Indenture.

“Bond Registrar” means the bank, trust company or national banking association, appointed as Bond Registrar under Section 9.1 of this Master Indenture, and having the duties, responsibilities and rights provided for in the Indenture and its successor or successors, and any other person at any time substituted in its place as Bond Registrar pursuant to the Indenture.

“Bond Year” means, with respect to each Series, the twelve-month period designated as such by the Related Series Indenture, except that the first Bond Year for any Bonds may commence on the date of issuance thereof and end on the date specified by such Series Indenture.

“Borrower” means the maker of, and any other party obligated on, a Mortgage Loan in connection with the acquisition or rehabilitation of Residential Housing, who is a person or family of “low or moderate income” qualifying as such under the Act and the Rules and Regulations and in accordance with the Code.

“Business Day” means, except as set forth in a Series Indenture, any day (a) on which banks in the cities in which the respective principal offices of the Paying Agent, the Bond Registrar, the Trustee and Related Auxiliary Obligation Providers are located are not required or authorized by law to be closed and (b) on which the New York Stock Exchange is open. For purposes of this definition, the principal office of a Liquidity Facility Provider shall be the office to which demands for payment are delivered.

“Cash Flow Statement” means, with respect to any particular Bonds and Auxiliary Obligations, an Authority Certificate (a) setting forth, for the then current and each future Bond Year during which such Bonds and Auxiliary Obligations will be Outstanding, and taking into account (i) any such Bonds expected to be issued or redeemed or purchased for cancellation in each such Bond Year upon or in connection with the filing of such Certificate (for which purpose, if such Authority Certificate is delivered as of a date prior to a scheduled mandatory tender date for any Adjustable Rate Bonds, the Purchase Price of all such Adjustable Rate Bonds subject to scheduled mandatory tender on such tender date shall be assumed to be due and payable on such mandatory tender date), (ii) any such Auxiliary Obligations expected to be incurred upon or in connection with the filing of such Certificate, (iii) the interest rate (if applicable), purchase price, discount points and other terms of any Related Mortgage Loans, and (iv) the application, withdrawal or transfer of any moneys expected to be applied, withdrawn or transferred upon or in connection with the filing of such Certificate:

(A) the amount of Mortgage Repayments and Prepayments reasonably expected to be received by the Authority in each such Bond Year from Related Mortgage Loans, together with Related Investment Revenues, Related Interest Rate Contract Revenues and other moneys (including without limitation moneys in any special escrows established with the Trustee) that are reasonably expected to be available to make Related Debt Service Payments and to pay Related Program Expenses and to pay the Purchase Price of any such Adjustable Rate Bonds subject to mandatory tender on any such tender date; and

(B) the Aggregate Debt Service for each such Bond Year on all such Bonds and Auxiliary Obligations reasonably expected to be Outstanding, together with the Related Program Expenses reasonably estimated for each such Bond Year;

and (b) showing that in each such Bond Year the aggregate of the amounts set forth in clause (a)(A) of this definition exceeds the aggregate of the amounts set forth in clause (a)(B) of this definition. Reference to a Cash Flow Statement with respect to a Series shall be taken to mean a

Cash Flow Statement with respect to such Series and any Related Auxiliary Obligations and any other Series and Related Auxiliary Obligations to which such Series has been linked for Cash Flow Statement purposes.

“Class I Asset Requirement,” with respect to a Series of Bonds, shall have the meaning set forth in the Related Series Indenture.

“Class I Auxiliary Obligations” means Auxiliary Obligations which the Authority designates as Class I Auxiliary Obligations in the Related Series Indenture.

“Class I Bonds” means the Colorado Housing and Finance Authority Single Family Mortgage Class I Bonds authorized by, and at any time Outstanding pursuant to, the Indenture.

“Class I Debt Service Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Class I Obligations” means the Class I Bonds and the Class I Auxiliary Obligations and, with respect to a Series of Bonds, the Related Class I Bonds and any Related Class I Auxiliary Obligations.

“Class I Sinking Fund Installment” means the amount designated for any particular due date in the Related Series Indenture for the retirement of Class I Bonds on an unconditional basis, less any amount credited pursuant to Section 3.7 of this Master Indenture.

“Class I Special Redemption Account” means the Account so designated, which is created and established in the Redemption Fund by Section 5.1 of this Master Indenture.

“Class II Asset Requirement,” with respect to a Series of Bonds, shall have the meaning set forth in the Related Series Indenture.

“Class II Auxiliary Obligations” means Auxiliary Obligations which the Authority designates as Class II Auxiliary Obligations in the Related Series Indenture

“Class II Bonds” means the Colorado Housing and Finance Authority Single Family Mortgage Class II Bonds authorized by, and at any time Outstanding pursuant to, the Indenture.

“Class II Debt Service Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Class II Obligations” means the Class II Bonds and the Class II Auxiliary Obligations and, with respect to a Series of Bonds, the Related Class II Bonds and any Related Class II Auxiliary Obligations.

“Class II Sinking Fund Installment” means the amount designated for any particular due date for the retirement of Class II Bonds, as set forth in the Related Series Indenture, which amount may be conditioned upon the transfer of sufficient moneys to the Class II Debt Service

Fund, plus all such amounts specified for any prior date or dates, to the extent such amounts have not been paid or discharged, less any amounts credited pursuant to Section 3.7 of this Master Indenture.

“Class II Special Redemption Account” means the Account so designated, which is created and established in the Redemption Fund by Section 5.1 of this Master Indenture.

“Class III Asset Requirement,” with respect to a Series of Bonds, shall have the meaning set forth in the Related Series Indenture.

“Class III Auxiliary Obligations” means Auxiliary Obligations which the Authority designates as Class III Auxiliary Obligations in the Related Series Indenture

“Class III Bonds” means the Colorado Housing and Finance Authority Single Family Mortgage Class III Bonds authorized by, and at any time Outstanding pursuant to, the Indenture.

“Class III Debt Service Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Class III Obligations” means the Class III Bonds and the Class III Auxiliary Obligations and, with respect to a Series of Bonds, the Related Class III Bonds and any Related Class III Auxiliary Obligations.

“Class III Sinking Fund Installment” means the amount designated for any particular due date for the retirement of Class III Bonds, as set forth in the Related Series Indenture, which amount may be conditioned upon the transfer of sufficient moneys to the Class III Debt Service Fund, plus all such amounts specified for any prior date or dates, to the extent such amounts have not been paid or discharged, less any amounts credited pursuant to Section 3.7 of this Master Indenture.

“Class III Special Redemption Account” means the Account so designated, which is created and established in the Redemption Fund by Section 5.1 of this Master Indenture.

“Class IV Asset Requirement,” with respect to a Series of Bonds, shall have the meaning set forth in the Related Series Indenture.

“Class IV Auxiliary Obligations” means Auxiliary Obligations which the Authority designates as Class IV Auxiliary Obligations in the Related Series Indenture

“Class IV Bonds” means the Colorado Housing and Finance Authority Single Family Mortgage Class IV Bonds authorized by, and at any time Outstanding pursuant to, the Indenture.

“Class IV Debt Service Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Class IV Sinking Fund Installment” means the amount designated for any particular due date for the retirement of Class IV Bonds, as set forth in the Related Series Indenture, which amount may be conditioned upon the transfer of sufficient moneys to the Class IV Debt Service Fund, plus all such amounts specified for any prior date or dates, to the extent such amounts have not been paid or discharged, less any amounts credited pursuant to Section 3.7 of this Master Indenture.

“Class IV Obligations” means the Class IV Bonds and the Class IV Auxiliary Obligations and, with respect to a Series of Bonds, the Related Class IV Bonds and any Related Class IV Auxiliary Obligations.

“Class IV Special Redemption Account” means the Account so designated, which is created and established in the Redemption Fund by Section 5.1 of this Master Indenture.

“Code” means the Internal Revenue Code of 1986, as amended, with respect to a Series, to the date of initial issuance of such Series, and the regulations of the United States Treasury Department promulgated thereunder.

“Compound Interest Bonds” means any Bond of a Series, tenor and maturity so designated in the Related Series Indenture for which certain determinations hereunder are made on the basis of Accreted Value rather than principal amount.

“Conventional Mortgage Loan” means a Mortgage Loan, other than an FHA Insured Mortgage Loan, a VA Mortgage Loan or other Mortgage Loan insured or guaranteed by a Governmental Insurer, which meets the requirements of Fannie Mae or Freddie Mac, as applicable.

“Corporate Trust Office” means, when used with respect to any Fiduciary, the corporate trust office specified by such Fiduciary at which at any particular time, specified duties of such Fiduciary with respect to the Indenture are being administered.

“Costs of Issuance” means the items of expense payable or reimbursable directly or indirectly by the Authority and other costs incurred by the Authority, all related to the authorization, sale and issuance of Bonds, the execution and delivery of Auxiliary Agreements and the establishment of the Program, which costs and items of expense shall include, but not be limited to, underwriters’ compensation, printing costs, costs of developing, reproducing, storing and safekeeping documents and other information processing or storage of materials, equipment and software related to the Bonds, filing and recording fees, travel expenses incurred by the Authority in relation to such issuance of Bonds or for the Program, initial fees, charges and expenses (including counsel’s fees and expenses) of the Authority, the Trustee, the Bond Registrar and the Paying Agent, initial premiums with respect to insurance required by the Indenture to be paid by the Authority or by the Trustee, legal fees and charges (including, without limitation, the fees and expenses of Bond Counsel, the Authority’s disclosure counsel, counsel to the underwriter and counsel to the Authority), professional consultants’ fees, accountants’ fees, mortgagor counseling fees, costs of bond ratings, fees and charges for execution, transportation and safekeeping of the Bonds, accrued interest paid in connection with

the purchase of any Investment Securities with the proceeds of Bonds and any other costs, charges and fees in connection with the foregoing.

“Cost of Issuance Account” means the Account so designated, which is created and established within the Program Fund by Section 5.1 of this Master Indenture.

“Counsel’s Opinion” means an opinion signed by an attorney or firm of attorneys (who may be counsel to the Authority or an attorney or firm of attorneys retained by the Authority in other connections) licensed to practice in the state in which such attorney or firm of attorneys maintains an office, selected from time to time by the Authority.

“Debt Service Payment” means, when used with respect to any Payment Date, the sum of the (a) interest, if any, (b) Principal Installments, if any, and (c) Auxiliary Obligations, if any, due and payable on such date with respect to the Bonds and Auxiliary Agreements referred to.

“Debt Service Reserve Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Debt Service Reserve Fund Requirement,” with respect to each Series of Bonds, shall have the meaning set forth in the Related Series Indenture.

“Defeasance Securities” means any Investment Securities used to effect defeasance of Bonds in accordance with Article XII of this Master Indenture if upon such defeasance the Bonds so defeased are rated in the highest rating category by each Rating Agency rating such Bonds, and which are not subject to redemption by the issuer thereof prior to their maturity.

“Depository” means any bank, trust company, or savings and loan association (including any Fiduciary) selected by the Authority and approved by the Trustee as a depository of moneys, Mortgage Loans, MBS or Investment Securities held under the provisions of the Indenture, and its successor or successors.

“Eligible Borrower” means a person or a family qualifying as a mortgagor for a Mortgage Loan under determinations made by the Authority in accordance with the Act.

“Escrow Payment” means all payments made by or on behalf of the obligor of a Mortgage Loan in order to obtain or maintain mortgage insurance or guaranty coverage of, and fire and other hazard insurance with respect to, a Mortgage Loan, and any payments required to be made with respect to such Mortgage Loan for taxes, other governmental charges and other similar charges required to be escrowed under the Mortgage.

“Event of Default” means any of those events defined as Events of Default by Section 7.1 of this Master Indenture.

“Excess Earnings” means, with respect to Mortgage Loans and MBS held in any subaccount of the Acquisition Account or the Loan Recycling Account established in connection

with a Series of Tax-exempt Bonds, the “excess earnings,” as defined in Treasury Regulations §1.148-10T, with respect thereto.

“Fannie Mae” means Fannie Mae, a corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C., Section 1716 et seq., and its successors and assigns.

“Fannie Mae Certificate” means a single pool, guaranteed mortgage, pass-through certificate, bearing interest at the Pass-Through Rate, issued by Fannie Mae, guaranteed as to timely payment of interest and principal by Fannie Mae and backed by Conventional Mortgage Loans, which will mature not later than the date set forth in the applicable Series Indenture.

“Fannie Mae Certificate Purchase Price” means 100% of the principal balance of the applicable pool of Mortgage Loans on record at Fannie Mae on the first day of the month of purchase, or such other percentage of such principal balance as may be reported by the Authority to the Trustee upon the acquisition of the related Fannie Mae Certificate.

“Excess Earnings Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“FHA” means the Federal Housing Administration and any agency or instrumentality of the United States of America succeeding to the mortgage insurance functions thereof.

“FHA Insured Mortgage Loan” means a Mortgage Loan insured by FHA.

“Fiduciary” means the Trustee, the Bond Registrar, the Paying Agent or a Depository or any or all of them, as may be appropriate.

“Fiduciary Expenses” means the fees and expenses of Fiduciaries, including fees and expenses of Fiduciaries’ counsel, but not including Servicing Fees payable to such Persons.

“Fiscal Year” means a period beginning on January 1 in any year and ending December 31, of the same year or such other twelve month period as may be adopted by the Authority in accordance with law.

“Freddie Mac” means the Federal Home Loan Mortgage Corporation or any successor thereto.

“Freddie Mac Certificate” means a mortgage participation certificate issued by Freddie Mac and representing an undivided interest in a pool of Conventional Mortgage Loans identified by a particular alphanumeric number and CUSIP number, guaranteed as to timely payment of principal and interest by Freddie Mac and bearing interest at the Pass-Through Rate, which will mature not later than the date set forth in the applicable Series Indenture.

“Freddie Mac Certificate Purchase Price” means 100% of the principal balance of the applicable pool of Mortgage Loans on record at Freddie Mac on the first day of the month of

purchase, or such other percentage of such principal balance as may be reported by the Authority to the Trustee upon the acquisition of the related Freddie Mac Certificate.

“Fund” or “Funds” means one or more of the special trust funds created and established pursuant to this Master Indenture or a Series Indenture.

“General Obligation Bond” means a Bond, the payment of principal of and interest on which is a General Obligation of the Authority.

“General Obligation Bond Default” means the event specified in Section 8.1 of this Master Indenture.

“General Obligations” means Bonds or Auxiliary Obligations secured or additionally secured, as provided in the Related Series Indenture, by a pledge of general revenues or moneys of the Authority legally available therefor, subject only to agreements made or to be made with owners of notes, bonds or other obligations pledging particular revenues or moneys for the payment thereof and subject to the Authority’s right at any time to apply such revenues and moneys to any lawful purpose.

“Ginnie Mae” means the Government National Mortgage Association, a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban Development or any successor to its functions.

“Ginnie Mae Certificate” means a fully modified, mortgage backed security (which may be issued under either the GNMA I Program or the GNMA II Program) bearing interest at the Pass-Through Rate, issued by the Authority, registered in the name of the Trustee and guaranteed as to timely payment of principal and interest by Ginnie Mae pursuant to Section 306(g) of Title III of the National Housing Act of 1934 and the regulations promulgated thereunder backed by FHA Insured Mortgage Loans, VA Guaranteed Mortgage Loans or other Mortgage Loans insured or guaranteed by an eligible Governmental Insurer, which will mature not later than the date set forth in the applicable Series Indenture.

“Ginnie Mae Certificate Purchase Price” means 100% of the percentage of the principal balance of the applicable pool of Mortgage Loans on record at Ginnie Mae on the first day of the month of purchase, or such other percentage of such principal balance as may be by the Authority to the Trustee upon the acquisition of the related Ginnie Mae Certificate.

“Governmental Insurer” means FHA, VA, the U.S. Department of Housing and Urban Development, the Rural Housing Service (formerly, the Rural Housing and Community Development Service, the successor to the Farmers Home Administration), and any other governmental agency which insures or guarantees mortgage loans that can be backed by a Ginnie Mae Certificate.

“Indenture” means this Master Indenture authorized, executed and issued by an Authorized Officer and any amendments or supplements made in accordance with its terms, including all Series Indentures.

“Interest Payment Date” means, for each Bond, any date upon which interest on such Bond is due and payable in accordance with the Related Series Indenture.

“Interest Rate Contract” means an interest rate exchange or swap contract, a cash flow exchange or swap contract, any derivative of such contracts, including forward swaps and options to enter into swaps, and interest rate floors, caps or collars, entered into between the Authority and an Interest Rate Contract Provider.

“Interest Rate Contract Provider” means a Person that is a party to an Interest Rate Contract with the Authority with respect to specified Bonds and who satisfies the applicable requirements of the Interest Rate Exchange Agreements Act, being Article 59.3, Title 11 of Colorado Revised Statutes, and whose credit rating by each nationally recognized Rating Agency then rating the Class I Bonds is sufficiently high to maintain the then current rating on such Bonds by such Rating Agency or the equivalent of such rating by virtue of guarantees or insurance arrangements.

“Interest Rate Contract Revenues” means all payments and receipts received by the Authority under an Interest Rate Contract.

“Interest Reserve Account” means the Account so designated, which is created and established within the Debt Service Reserve Fund by Section 5.1 of this Master Indenture.

“Investment Provider” means any commercial bank or trust company, bank holding company, investment company or other entity (which may include the Trustee, the Bond Registrar or the Paying Agent), whose credit rating (or the equivalent of such rating by virtue of guarantees or insurance arrangements) by each nationally recognized Rating Agency then rating the Class I Bonds is sufficiently high to maintain the then current rating on such Bonds by such Rating Agency or is otherwise acceptable to each such Rating Agency in order to maintain the then current rating on such Bonds by such Rating Agency, which Investment Providers shall be approved by the Authority for the purpose of providing investment agreements.

“Investment Revenues” means amounts earned on investments (other than Mortgage Loans and MBS) credited to any Fund or Account pursuant to the Indenture (including gains upon the sale or disposition of such investments), except the Rebate Requirement and any Excess Earnings.

“Investment Securities” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of the Authority’s funds:

(a) Direct, general obligations, or obligations the timely payment of principal and interest of which are unconditionally guaranteed by, the United States of America;

(b) Obligations, debentures, notes, collateralized mortgage obligations, mortgage backed securities or other evidence of indebtedness issued or guaranteed by any of the following: Federal Farm Credit Banks; Federal Home Loan Bank System;

Export-Import Bank of the United States; Federal Land Banks; Fannie Mae (excluding “interest only” mortgage strip securities, and excluding other mortgage strip securities which are valued greater than par); Farmers Home Administration; Federal Home Loan Mortgage Corporation (including participation certificates only if they guarantee timely payment of principal and interest); Government National Mortgage Association (excluding “interest only” mortgage strip securities, and excluding other mortgage strip securities which are valued greater than par); Federal Financing Bank; or Federal Housing Administration; or any other agency or instrumentality of the United States of America (created by an Act of Congress) substantially similar to the foregoing in its legal relationship to the United States of America;

(c) Repurchase agreements, collateralized by Investment Securities described in clause (a) or clause (b) of this definition, with any institution, any registered broker/dealer subject to the Securities Investors’ Protection Corporation jurisdiction or any commercial bank rated by each Rating Agency rating the Class I Bonds sufficiently high to maintain the then current rating on such Bonds by such Rating Agency, and collateralized in such manner to meet all requirements for collateralized repurchase agreements of each Rating Agency rating the Class I Bonds in order to maintain the then current rating on such Bonds by such Rating Agency;

(d) General obligations or revenue obligations (including bonds, notes or participation certificates) of, or “private activity bonds” (within the meaning of the Code) issued by any state of the United States of America or any political subdivision thereof, or any agency or instrumentality of any state of the United States of America or any political subdivision thereof, which obligations are rated by each Rating Agency then rating the Class I Bonds sufficiently high to maintain the then current rating on such Bonds by such Rating Agency, or any money market or short term investment fund investing substantially in or consisting substantially of and secured by obligations described above in this item (d), which fund is rated by each Rating Agency then rating the Class I Bonds sufficiently high to maintain the then current rating on such Bonds by such Rating Agency and which fund, if the income from such investment is intended to be excluded from gross income for federal income tax purposes, is included in the definition of “tax-exempt bond” set forth in Treasury Regulation § 1.150-1(b);

(e) General obligations of Investment Providers under investment agreements approved in a Series Indenture or other investment agreements having substantially similar terms;

(f) Certificates of deposit, interest-bearing time deposits, or other similar banking arrangements with a bank or banks (i) rated by each Rating Agency rating the Class I Bonds sufficiently high to maintain the then current rating on such Bonds by such Rating Agency or (ii) collateralized in such manner to meet all requirements for collateralized agreements of each Rating Agency rating the Class I Bonds in order to maintain the then current rating on such Bonds by such Rating Agency;

(g) Commercial paper rated by each Rating Agency rating the Class I Bonds sufficiently high to maintain the then current rating on such Bonds by such Rating Agency;

(h) Shares in the statutory law trust known as the Colorado Local Government Liquid Asset Trust (COLOTRUST), created pursuant to part 7 of article 75 of title 24, Colorado Revised Statutes; and

(i) Units of a money market fund or a money market mutual fund which has a rating from each Rating Agency then rating the Class I Bonds sufficiently high to maintain the then current rating on such Bonds by such Rating Agency;

provided, that it is expressly understood that the definition of Investment Securities shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to the Indenture, thus permitting investments with different characteristics from those listed above which the Authority deems from time to time to be in the interest of the Authority to include as Investment Securities if at the time of inclusion the Trustee shall have received written confirmation from the Rating Agencies that such inclusion will not, in and of itself, impair, or cause any of the Bonds to fail to retain, the then existing rating assigned to them by the Rating Agencies.

“Liquidity Facility” means a letter of credit, standby bond purchase agreement, security bond, reimbursement agreement or other agreement between the Authority and a Liquidity Facility Provider with respect to specified Bonds issued under this Master Indenture.

“Liquidity Facility Provider” means a Person that is a party to a Liquidity Facility with the Authority with respect to specified Bonds and whose credit rating by each nationally recognized Rating Agency then rating the Class I Bonds is sufficiently high to maintain the then current rating on such Bonds by such Rating Agency or the equivalent of such rating by virtue of guarantees or insurance arrangements.

“Loan Recycling Account” means the Account so designated, which is created and established in the Program Fund by Section 5.1 of this Master Indenture.

“MBS” means, collectively, the Ginnie Mae Certificates, the Fannie Mae Certificates and the Freddie Mac Certificates. In the event that only a portion of or interest in an MBS is acquired under the Indenture, references herein to such MBS shall be interpreted and applied to relate to such portion or interest.

“Mortgage” means a mortgage, deed of trust or other instrument constituting a valid lien on real property in the State and improvements constructed or to be constructed thereon or on a leasehold under a lease having a remaining term, at the time such instrument is acquired by the Authority, of not less than the term for repayment of the Mortgage Loan secured by such instrument.

“Mortgage Lender” means a “lender” as defined in the Act and which has been approved by the Authority pursuant to the Rules and Regulations.

“Mortgage Loan” means a permanent loan secured by a Mortgage for the purchase or rehabilitation of Residential Housing made to a Borrower either by the Authority or by an originating Mortgage Lender which is purchased by the Authority pursuant to a Mortgage Purchase Agreement and which loan satisfies the requirements of Section 6.7 of this Master Indenture. In the event that only a portion of or interest in a Mortgage Loan is purchased under the Indenture, references herein to such Mortgage Loan shall be interpreted and applied to relate to such portion or interest.

“Mortgage Purchase Agreement” means a written agreement between a Mortgage Lender and the Authority providing for the purchase of a Mortgage Loan by the Authority, including any related invitations to Lenders and commitment agreements, and any documents incorporated by reference therein.

“Mortgage Repayments” means, with respect to any Mortgage Loan or the related MBS, the amounts received by or for the account of the Authority as scheduled payments of principal of and interest (if any) on such Mortgage Loan or related MBS by or on behalf of the Borrower to or for the account of the Authority and does not include Prepayments, Servicing Fees or Escrow Payments.

“Mortgage Revenues” means all Revenues other than Investment Revenues and Interest Rate Contract Revenues.

“Notice Parties” means the Authority, the Trustee, the Bond Registrar and the Paying Agent.

“Outstanding” means, when used with respect to all Bonds as of any date, all Bonds theretofore authenticated and delivered under the Indenture except:

(a) any Bond cancelled or delivered to the Bond Registrar for cancellation on or before such date;

(b) any Bond (or any portion thereof) (i) for the payment or redemption of which there shall be held in trust under the Indenture and set aside for such payment or redemption, moneys and/or Defeasance Securities maturing or redeemable at the option of the holder thereof not later than such maturity or redemption date which, together with income to be earned on such Defeasance Securities prior to such maturity or redemption date, will be sufficient to pay the principal or Redemption Price thereof, as the case may be, together with interest thereon to the date of maturity or redemption, and (ii) in the case of any such Bond (or any portion thereof) to be redeemed prior to maturity, notice of the redemption of which shall have been given in accordance with the Indenture or provided for in a manner satisfactory to the Bond Registrar;

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to the Indenture; and

(d) any Bond deemed to have been paid as provided in Section 12.2 of this Master Indenture;

and, with respect to any Auxiliary Obligations, means Auxiliary Obligations which have not been paid or otherwise satisfied.

“Participant” means a broker-dealer, bank or other financial institution from time to time for which the Securities Depository effects book-entry transfers and pledges of securities deposited with the Securities Depository.

“Pass-Through Rate” means the rate of interest on an MBS reported by the Authority to the Trustee upon the acquisition of such MBS, equal to the rate of interest on the Mortgage Loans underlying such MBS less authorized Servicing Fees (including the guarantee fee charged by Ginnie Mae, Fannie Mae or Freddie Mac, as applicable).

“Paying Agent” means the bank, trust company or national banking association, appointed as Paying Agent under Section 9.1 of this Master Indenture and having the duties, responsibilities and rights provided for in the Indenture and its successor or successors, and any other corporation or association at any time substituted in its place as Paying Agent pursuant to the Indenture.

“Payment Date” means for each Bond, each date on which interest or a Principal Installment or both are payable on such Bond; and for each Auxiliary Obligation, each date on which an amount is payable with respect to such Auxiliary Obligation, and unless limited, means all such dates.

“Person” means an individual, partnership, corporation, trust or unincorporated organization or a government or any agency, instrumentality, program, account, fund, political subdivision or corporation thereof.

“Prepayment” means any moneys received or recovered by or for the account of the Authority from any unscheduled payment of or with respect to principal (including any penalty, fee, premium or other additional charge for prepayment of principal which may be provided by the terms of a Mortgage Loan or MBS, but excluding any Servicing Fees with respect to the collection of such moneys) on any Mortgage Loan or MBS prior to the scheduled payments of principal called for by such Mortgage Loan or MBS, whether (a) by voluntary prepayment made by the Borrower or (b) as a consequence of the damage, destruction or condemnation of the mortgaged premises or any part thereof or (c) by the sale, assignment, endorsement or other disposition of such Mortgage Loan or MBS by the Authority or (d) in the event of a default thereon by the Borrower, by the acceleration, sale, assignment, endorsement or other disposition of such Mortgage Loan or MBS by the Authority or by any other proceedings taken by the Authority.

“Principal Installment” means, as of any date of calculation, and for any Payment Date, (a) the principal amount or Accreted Value of all Bonds due and payable on such date, plus (b) any Class I, Class II, Class III, and Class IV Sinking Fund Installments due and payable on such date.

“Program” means the Authority’s Single Family Mortgage Program pursuant to which the Authority has determined to purchase Mortgage Loans in accordance with the Act, the Rules and Regulations and the Indenture.

“Program Expenses” means all the Authority’s expenses of administering the Program under the Indenture and the Act and shall include without limiting the generality of the foregoing; salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus, including information processing equipment; software, insurance premiums, credit enhancement fees, legal, accounting, management, consulting and banking services and expenses; Fiduciary Expenses; remarketing fees; Costs of Issuance not paid from proceeds of Bonds; and payments to pension, retirement, health and hospitalization funds; and any other expenses required or permitted to be paid by the Authority.

“Program Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Qualified Mortgage Loan Mortgage Backed Securities” means Investment Securities which constitute collateralized mortgage obligations issued by Fannie Mae, the Government National Mortgage Association or the Federal Home Loan Mortgage Corporation, the underlying mortgages of which would constitute Mortgage Loans for purposes of the Indenture if acquired by the Trustee from money in the Acquisition Account.

“Qualified Surety Bond” means any surety bond, letter of credit, insurance policy or other instrument which has liquidity features equivalent to a letter of credit, deposited in the Debt Service Reserve Fund in lieu of or in partial substitution for moneys on deposit therein, which shall have no adverse impact on the rating assigned to any Bonds by any Rating Agency.

“Rating Agency” means, at any particular time, any nationally recognized credit rating service designated by the Authority, if and to the extent such service has at the time one or more outstanding ratings of Bonds. The Authority shall at all times have designated at least one such service as a Rating Agency hereunder.

“Rebate Fund” means the Account so designated, which is created and established in the Revenue Fund by Section 5.1 of this Master Indenture.

“Rebate Requirement” means the amount of arbitrage profits earned from the investment of gross proceeds of Tax-exempt Bonds in nonpurpose investments described in Section 148(f)(2) of the Code and defined as “Rebate Amount” in Section 1.148-3 of the Treasury Regulations, which is payable to the United States at the times and in the amounts specified in such provisions.

“Record Date,” means, except as otherwise provided in a Series Indenture, with respect to each Payment Date, with respect to Bonds which are not Adjustable Rate Bonds, the Bond Registrar’s close of business on the fifteenth day of the month immediately preceding such Payment Date or, if such date is not a Business Day, the next preceding day which is a Business Day and with respect to Adjustable Rate Bonds, the Bond Registrar’s close of business on the Business Day immediately preceding such Payment Date; and, in the case of each redemption, such Record Date as shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than fifteen (15) calendar days before the transmission of such notice of redemption.

“Redemption Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Redemption Price” means, when used with respect to a Bond or portion thereof to be redeemed, the principal amount or Accreted Value of such Bond or such portion thereof plus the applicable premium, if any, payable upon redemption thereof as determined by the Series Indenture authorizing the Series of Bonds.

“Refunding Bonds” means Bonds authenticated and delivered pursuant to Section 2.3 of this Master Indenture.

“Related” (whether capitalized or not) means, with respect to any particular Bond, Class, Series, Series Indenture, Supplemental Indenture, Cash Flow Statement, Fund, Account, Mortgage Loan (or portion thereof), Auxiliary Agreement, MBS (or portion thereof), moneys, Investment Securities, Mortgage Repayment or Prepayment, having been created in connection with the issuance of, or having been derived from the proceeds of, or having been reallocated to, or concerning, the same Series, as the case may be.

“Residential Housing” or “Residence” means a single-family, owner-occupied dwelling located within the State that qualifies for financing by the Authority within the meaning of the Act, the Rules and Regulations, the Code and related regulations.

“Revenue Fund” means the Fund so designated, which is created and established by Section 5.1 of this Master Indenture.

“Revenues” means (a) all Mortgage Repayments, Prepayments and, except insofar as such payments may constitute Servicing Fees, any penalty payments on account of overdue Mortgage Repayments, (b) Investment Revenues, (c) Interest Rate Contract Revenues and (d) all other payments and receipts received by the Authority with respect to Mortgage Loans and MBS, but shall not include (i) Escrow Payments, (ii) Servicing Fees, unless such fees are specifically pledged to the Trustee, (iii) any commitment, reservation, extension, or application fees charged by the Authority in connection with a Mortgage Loan or Mortgage Purchase Agreement, (iv) any commitment, reservation, extension or application fees charged by a Mortgage Lender in connection with a Mortgage Loan or (v) accrued interest received in connection with the purchase of any Investment Securities.

“Rules and Regulations” means the Authority’s Single Family Mortgage Program Rules and Regulations adopted by the Authority pursuant to the Act, as the same may be amended and supplemented from time to time.

"Second Mortgage" means a Mortgage constituting a second lien on real property.

"Second Mortgage Loan" means a Mortgage Loan secured by a Second Mortgage.

“Securities Depository” means The Depository Trust Company, New York, New York, and its successors and assigns, or any additional or other securities depository designated in a Series Indenture, or (i) if the then Securities Depository resigns from its functions as depository of the Bonds, or (ii) if the Authority discontinues use of the Securities Depository pursuant to Section 2.17 of this Master Indenture, then any other securities depository which agrees to follow the procedures required to be followed by a securities depository in connection with the Bonds and which is selected by the Authority with the consent of the Trustee.

“Serial Bonds,” with respect to a Series of Bonds, shall have the meaning set forth in the Related Series Indenture.

“Series” means and refers to all of the Bonds designated as such in the Related Series Indenture and authenticated and delivered on original issuance in a simultaneous transaction, regardless of variations in Class, dated date, maturity, interest rate or other provisions, and any Bond thereafter delivered in lieu of or substitution for any of such Bonds pursuant to this Master Indenture and the Related Series Indenture.

“Series Indenture” means a Supplemental Indenture authorizing a Series of Bonds and delivered pursuant to Section 10.1 of this Master Indenture.

“Servicer” means a state-chartered bank or national banking association, state or federal savings and loan association or mortgage banking or other financial institution which has been approved by the Authority as experienced and qualified to service Mortgage Loans, and any successor thereto.

“Servicing Agreement” means a written agreement between the Authority and a Servicer (other than the Authority) providing for the servicing of Mortgage Loans on behalf of the Authority.

“Servicing Fees” means (a) any fees paid to or retained by a Servicer in connection with the servicing obligations undertaken by the Servicer in accordance with the Related Servicing Agreement and (b) any fees and ancillary income retained by or expenses reimbursed to the Authority with respect to Mortgage Loans serviced by the Authority.

“Short Term Bond Account” means the Account so designated, which is created and established in the Program Fund by Section 5.1 of this Master Indenture.

“State” means the State of Colorado.

“Supplemental Indenture” means any supplemental indenture (including a Series Indenture) approved by the Authority in accordance with Article X of this Master Indenture amending or supplementing the Indenture.

“Targeted Area” means a “targeted area” within the meaning of Section 143 of the Code.

“Targeted Area Residence” means a “targeted area residence” within the meaning of Section 143 of the Code.

“Tax-exempt Bonds” means Bonds the interest on which is intended to be excluded from gross income of the owner thereof for federal income tax purposes.

“Term Bonds” means Bonds for which Class I, Class II, Class III or Class IV Sinking Fund Installments have been established as provided in the Related Series Indenture.

“Trust Estate” means the property, rights, moneys, securities and other amounts pledged and assigned to the Trustee pursuant to the Granting Clauses of this Master Indenture.

“Trustee” means the bank, trust company or national banking association, appointed as trustee under Section 9.1 of this Master Indenture and having the duties, responsibilities and rights provided for in the Indenture and its successor or successors, and any other corporation or association at any time substituted in its place as Trustee pursuant to the Indenture.

“Unrelated” (whether capitalized or not) means not “Related,” within the meaning of that term as defined in this Section.

“VA” means the Veterans Administration, an agency of the United States, or any successors to its functions.

“VA Mortgage Loan” means a Mortgage Loan guaranteed by VA.

Section 1.2. Construction. In the Indenture, unless the context otherwise requires:

(a) Words importing the singular number shall mean and include the plural number and vice versa.

(b) Any Fiduciary shall be deemed to have received delivery of and to hold an Investment Security in which moneys are invested pursuant to the provisions of the Indenture, even though such Investment Security is evidenced only by a book entry or similar record of investment.

(c) References in the Indenture to particular sections of the Code, the Act or any other legislation shall be deemed to refer also to any successor sections thereto or other redesignations for codification purposes.

(d) The terms “receipt,” “received,” “recovery,” “recovered” and any similar terms, when used in the Indenture with respect to moneys or payments due the

Authority, shall be deemed to refer to the passage of physical possession and control of such moneys and payments to the Authority, the Trustee, or the Paying Agent on its behalf.

Section 1.3. Indenture Constitutes a Contract; Obligation of Indenture and Bonds. In consideration of the purchase and acceptance of any and all of the Bonds authorized to be issued under the Indenture by those who shall own the same from time to time and in consideration for the execution and delivery of Auxiliary Agreements by Auxiliary Agreement Providers: the Indenture shall be deemed to be and shall constitute a contract among the Authority, the Trustee, the Bond Registrar, the Paying Agent, the Auxiliary Agreement Providers and the Owners from time to time of the Bonds; the pledge of certain Funds, Accounts, Revenues and other moneys, rights and interests made in the Indenture and the covenants and agreements set forth in the Indenture to be performed by and on behalf of the Authority shall be for the equal and ratable benefit, protection and security of the Owners of any and all of the Bonds and Auxiliary Agreement Providers, all of which regardless of the time or times of their issue or maturity shall be of equal rank without preference, priority or distinction of any of such Bonds or Auxiliary Obligations over any other thereof, subject to the provisions respecting the priority of certain Classes of Bonds and Auxiliary Obligations over other Classes of Bonds and Auxiliary Obligations as set forth in Section 1.4 of this Master Indenture, and except as expressly provided in or permitted by the Indenture. Unless otherwise specified in a Series Indenture (in which the Authority may designate one or more Classes of Related Bonds and Auxiliary Obligations as General Obligations) the Bonds and Auxiliary Obligations shall be special limited obligations of the Authority payable solely from the moneys, rights and interest pledged therefor in this Master Indenture. Except as provided herein and in Related Series Indentures with respect to General Obligations, the Authority shall not be required to advance for any purpose of the Indenture any moneys derived from any source other than the Revenues and other assets pledged under the Indenture. Nevertheless, the Authority may, but shall not be required to, advance for such purpose any moneys of the Authority which may be available for such purpose. Neither the Class I Obligations, the Class II Obligations, the Class III Obligations nor the Class IV Obligations shall be in any way a debt or liability or obligation of the State or any political subdivision thereof (other than the Authority) nor constitute or give rise to a pecuniary liability of the State or of any such political subdivision (other than the Authority with respect to General Obligation Bonds) or be or constitute a pledge of the faith and credit of the State or of any such political subdivision.

Section 1.4. Pledge Effected by Indenture. The pledge and lien of the Indenture is created and established in the following order of priority: first, to secure the payment of the principal of and interest on the Class I Obligations in accordance with the terms and the provisions of the Indenture, second, to secure the payment of the principal of and interest on the Class II Obligations in accordance with the terms and the provisions of the Indenture, third, to secure the payment of the principal of and interest on the Class III Obligations in accordance with the terms and the provisions of the Indenture and fourth, to secure the payment of the principal of and interest on the Class IV Obligations in accordance with the terms and provisions of the Indenture; provided, however, that moneys and investments held in an Authority Payment Account are pledged solely for the payment of Principal Installments, Redemption Price of,

interest on and other amounts payable with respect to General Obligations of the Related Series and Class with respect to which such account was created and are not pledged to pay principal, Redemption Price of, interest on and other amounts payable with respect to any other Bonds or Auxiliary Obligations and, provided, further, that moneys and securities held in a subaccount of the Short Term Bond Account may be pledged by the Related Series Indenture solely, or as a first priority, for the payment of the Related Series of Bonds or any portion thereof as set forth in such Series Indenture.

(End of Article I)

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS

Section 2.1. Authorization of Bonds. Upon satisfaction of the conditions contained in Section 2.2 or Section 2.3 of this Master Indenture, Bonds may be issued hereunder, without limitation as to amount except as may be provided herein or by law, from time to time, in one or more Series pursuant to a Series Indenture or Indentures; provided, however, that such Bonds may be issued only to provide funds to: (a) make deposits in amounts, if any, required or authorized by the Series Indenture to be paid into Funds or Accounts established herein or in the Series Indenture and (b) refund Bonds issued hereunder or other bonds or obligations of the Authority. Auxiliary Agreements may only be executed and delivered by the Authority in connection with the issuance and delivery of a Series of Bonds hereunder or in connection with the renewal, substitution or extension of an existing Auxiliary Agreement which was so delivered.

Except as otherwise stated in the Related Series Indenture, the Bonds shall be designated as “Single Family Mortgage [Bonds] [Notes],” and in addition to the name “Single Family Mortgage [Bonds] [Notes]” (inserting identification of the particular Class and of the particular Series, including by year of issue and by Roman number and/or alphabetic and/or other reference and inserting reference to “Taxable,” as applicable). In addition, each Series shall include such further appropriate particular designation, added to or incorporated in such title, as the Authority may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

Section 2.2. Conditions Precedent to Delivery of Bonds. The Bonds shall be executed by the Authority for issuance and delivery to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Authority upon its order, but only upon receipt by the Trustee of the following:

(a) An original executed copy of the Series Indenture authorizing such Bonds, which Series Indenture shall specify:

(i) the purpose or purposes for which such Series of Bonds is being issued which shall be one or more of the purposes listed in Section 2.1 hereof;

(ii) the Series and Class designation or designations of such Bonds, the date or dates, and the maturity date or dates, of such Bonds, each of which maturity dates shall fall upon an Interest Payment Date;

(iii) the amount of Class I Bonds, Class II Bonds, Class III Bonds and Class IV Bonds, respectively, and the amount of each maturity of such Bonds;

(iv) the interest rate or rates of such Bonds or the manner of determining such rate or rates and the Interest Payment Dates therefor, if any;

(v) the denomination of, and the manner of dating and numbering such Bonds;

(vi) the Record Dates, the place or places of payment of the principal or Redemption Price or Prices, if any, and the manner of payment of interest on, such Bonds;

(vii) the Redemption Price or Prices, if any, of and, subject to the provisions of Article III, the redemption order and terms for such Bonds;

(viii) the amount and due date of each Sinking Fund Payment, if any, for such Bonds of like Class, tenor and maturity, but the due date of each such Sinking Fund Payment shall fall upon an Interest Payment Date;

(ix) the amounts to be deposited in the Funds and Accounts created and established by this Master Indenture and the Series Indenture authorizing such Bonds;

(x) the Debt Service Reserve Fund Requirement applicable to such Series of Bonds and the timing and method of funding such requirement;

(xi) the amount available for Costs of Issuance with respect to such Bonds;

(xii) limitations on Program Expenses with respect to such Bonds;

(xiii) any limitations or requirements with respect to Mortgage Loan interest rates, Mortgage Loan purchase prices and mortgage insurance;

(xiv) provisions relating to any Auxiliary Agreements, including the extent to which any Related Auxiliary Obligations are Class I Obligations, Class II Obligations, Class III Obligations or Class IV Obligations and including provisions relating to the renewal, substitution and extension of any such Auxiliary Agreements, and the identity of the Auxiliary Agreement Providers;

(xv) whether and the extent to which any particular Classes of such Bonds or Auxiliary Obligations are to be General Obligations;

(xvi) if so determined by the Authority, provisions for the sale and/or tender of such Bonds; and

(xvii) any other provisions deemed advisable by the Authority that are either (A) not in conflict with the provisions hereof or (B) necessary, in the opinion of Bond Counsel, for such Bonds to be Tax-exempt Bonds;

(b) A written order as to the delivery of such Bonds, signed by an Authorized Officer;

(c) A certificate of an Authorized Officer stating that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Indenture;

(d) A Cash Flow Statement with respect to such Series of Bonds (and any other Series to which it may be linked for Cash Flow Statement purposes) taking into account the proposed issuance of such Bonds, the application of the proceeds thereof and the execution and delivery of Related Auxiliary Agreements, if any; and

(e) Such further documents and moneys, including investment agreements, as are required by the provisions of the Related Series Indenture.

Section 2.3. Conditions Precedent to Delivery of Refunding Bonds.

(a) All Refunding Bonds shall be executed by the Authority for issuance and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the Authority or upon its order, but only upon the receipt by the Trustee of:

(i) The documents and moneys, if any, referred to in Section 2.2 of this Master Indenture;

(ii) Irrevocable instructions to the Trustee to give due notice of the payment or redemption of all the bonds or other obligations to be refunded and the payment or redemption date or dates, if any, upon which such bonds or other obligations are to be paid or redeemed;

(iii) If the bonds or other obligations to be refunded are to be redeemed after the next succeeding forty-five days, irrevocable instructions to the Trustee to transmit notice of redemption of such bonds or other obligations on a specified date prior to their redemption date;

(iv) If the obligations to be refunded are Bonds, either (A) moneys (which may include all or a portion of the proceeds of the Refunding Bonds to be issued) in an amount sufficient to effect payment or redemption at the applicable redemption price of the bonds to be refunded, together with accrued interest on such bonds to the due date or redemption date, or (B) Defeasance Securities, the principal of and interest on which when due (without reinvestment thereof), together with the moneys (which may include

all or a portion of the proceeds of the Refunding Bonds to be issued), if any, contemporaneously deposited with the trustee or paying agent or escrow agent for the bonds to be refunded will be sufficient to pay when due the applicable principal or redemption price of the bonds to be refunded, together with accrued interest on such bonds to the redemption date or redemption dates or date of maturity thereof, which moneys or Defeasance Securities shall be held by the trustee or paying agent or escrow agent for the bonds to be refunded in a separate account irrevocably in trust for and assigned to the owners of the bonds to be refunded; and

(v) Such further documents and moneys as are required by the provisions of the Related Series Indenture.

(b) Neither Defeasance Securities nor moneys deposited with the trustee or paying agent or escrow agent for the bonds to be refunded pursuant to paragraph (a)(iv) of this Section nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than the payment of the applicable principal or redemption price of the bonds to be refunded, together with accrued interest on such bonds to the redemption date, and any cash received from such principal or interest payments, if not needed for such purpose, may be applied to the payment of any obligation issued to provide funds for the acquisition of such Defeasance Securities, but otherwise shall, to the extent practicable, be reinvested in such Defeasance Securities as are described in clause (B) of said paragraph maturing at times and in amounts sufficient to pay when due the principal or applicable redemption price of such bonds, together with such accrued interest.

Section 2.4. Ratings. Notwithstanding any other provision of Sections 2.2 and 2.3 of this Master Indenture, so long as there are Outstanding Bonds rated by a Rating Agency, the Authority will not issue any additional Bonds (including Bonds issued or to be issued on a forward purchase basis) if such issuance would result in a lowering, suspension or withdrawal of the ratings then applicable to any Bonds.

Section 2.5. Rating Information. In order to facilitate ratings or the confirmation or maintenance of ratings, the Authority agrees to provide each Rating Agency with whatever information it reasonably requests on a timely basis, including, but not limited to, notice of appointment of new Trustees, the substitution of providers of investment agreements, the termination, expiration, renewal, substitution or extension of Auxiliary Agreements and Related Auxiliary Obligations, the amendment or supplement of the Indenture and the delivery of Supplemental Indentures. If the Trustee draws upon the Debt Service Reserve Fund to pay Principal Installments or interest on the Bonds or if the amount in a subaccount of the Debt Service Reserve Fund is reduced below the Related Debt Service Reserve Fund Requirement, the Authority will immediately notify each Rating Agency of such fact if the Bonds are then rated by such Rating Agency.

Section 2.6. Form of Bonds and Certificate of Authentication. The forms of Bonds and the Bond Registrar's Certificate of Authentication shall be substantially as set forth in each Series Indenture.

Section 2.7. Legends. The Bonds may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of the Indenture as may be necessary or desirable and as may be determined by the Authority prior to their authentication and delivery.

Section 2.8. Execution and Authentication.

(a) The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of an Authorized Officer and its corporate seal (or a facsimile thereof) shall be impressed, imprinted, engraved or otherwise reproduced thereon and attested by the manual or facsimile signature of its Secretary or any other Authorized Officer, other than the officer executing the Bonds. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been delivered by the Trustee, such Bonds may, nevertheless, be delivered as herein provided and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond may be signed and sealed on behalf of the Authority by such persons as at the time of the execution of such Bonds shall be duly authorized or hold the proper offices in the Authority although at the date borne by the Bonds such persons may not have been so authorized or have held such offices.

(b) No Bond shall be valid or obligatory for any purpose or shall be entitled to any right or benefit under the Indenture unless there shall be endorsed on such Bond a certificate of authentication in the form set forth in the Related Series Indenture, duly executed by the Bond Registrar by the manual signature of an authorized officer thereof and setting forth the date of authentication, and such certificate of the Bond Registrar upon any Bond executed on behalf of the Authority shall be conclusive evidence that the Bond so authenticated has been duly issued under the Indenture and that the Owner thereof is entitled to the benefits of the Indenture.

Section 2.9. Interchangeability of Bonds. All Bonds, upon surrender thereof at the Corporate Trust Office of the Bond Registrar with a written instrument of transfer satisfactory to the Bond Registrar, duly executed by the registered Owner or his duly authorized attorney, may be exchanged, at the option of the registered Owner thereof, for an equal aggregate principal amount of Bonds of the same interest rate, Series, Class, tenor and maturity of any other authorized denominations.

Section 2.10. Negotiability, Transfer and Registry. All the Bonds issued under the Indenture shall be negotiable, subject to the provisions for registration and transfer contained in the Indenture and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Authority shall maintain and keep, at the Corporate Trust Office of the Bond Registrar, records for the registration and transfer of Bonds, and, upon presentation thereof for such purpose at such

Corporate Trust Office, the Authority shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Bond Registrar may prescribe, any Bond. As long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit, the exchange of Bonds at the Corporate Trust Office of the Bond Registrar.

Section 2.11. Transfer and Payment of Bonds.

(a) Each Bond shall be transferable only upon the registration records of the Bond Registrar, by the Owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof at the Corporate Trust Office of the Bond Registrar together with a written instrument of transfer, satisfactory to the Bond Registrar, duly executed by the registered Owner or his duly authorized attorney. Upon surrender for transfer of any Bond, the Authority shall execute and the Bond Registrar shall authenticate, specify the date of authentication and deliver, in the name of the transferee, one or more new Bonds of the same aggregate principal amount, Series, Class, tenor, maturity and rate of interest as the surrendered Bond.

(b) The Authority, the Trustee, the Paying Agent, the Bond Registrar and any remarketing agent appointed pursuant to a Series Indenture may treat the registered Owner of any Bond as the absolute owner thereof, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, Redemption Price of and interest on such Bond and for all other purposes whatsoever, and payment of the principal, Redemption Price of and interest on any such Bond shall be made only to, or upon the order of, such registered Owner. All such payments to such registered Owner shall be valid and effectual to satisfy and discharge the liability of the Authority upon such Bond to the extent of the sum or sums so paid, and neither the Authority, the Trustee, the Paying Agent, the Bond Registrar nor any such remarketing agent shall be affected by any notice to the contrary.

Section 2.12. Regulations with Respect to Exchanges and Transfers. All Bonds surrendered in any exchanges or transfers shall be cancelled forthwith by the Bond Registrar. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Bond Registrar shall make a charge sufficient to reimburse it or them for their reasonable fees and expenses in connection with such exchange or transfer and any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the Owner requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. Except for costs incurred in connection with the initial delivery of Bonds, the Authority or the Bond Registrar may charge for the cost, if any, of preparing any new Bond upon such exchange or transfer and may charge reasonable fees and expenses of the Bond Registrar. Neither the Authority nor the Bond Registrar shall be obligated to issue, exchange or transfer any Bond during a period beginning at the opening of business on any Record Date next preceding an Interest Payment Date and ending at the close of business on such Interest Payment Date, issue, exchange or transfer any Bond during a period beginning at the opening of business on the Record Date next preceding any

selection of Bonds to be redeemed and ending on the date of the transmission of notice of such redemption, or transfer or exchange any Bonds called or being called for redemption in whole or in part.

Section 2.13. Mutilated, Destroyed, Lost and Stolen Bonds.

(a) If (i) any mutilated Bond is surrendered at the Corporate Trust Office of the Bond Registrar, or the Bond Registrar and the Authority receive evidence to their satisfaction of the destruction, loss or theft of any Bond, and (ii) there is delivered to the Bond Registrar and the Authority such security or indemnity as may be required by them to save each of them harmless, then (in the absence of notice to the Bond Registrar or the Authority that such Bond has been acquired by a bona fide purchaser for value without notice) the Authority shall execute, and upon Authority Request, the Bond Registrar shall authenticate and deliver, in exchange for any such mutilated Bond, or in lieu of any such destroyed, lost or stolen Bond, a new Bond of like original principal amount, interest rate, Series, Class, tenor and maturity, bearing a number not previously assigned to a Bond of the Related Series. The Bond Registrar thereupon shall cancel any such mutilated, destroyed, lost or stolen Bond. In case any such mutilated, destroyed, lost or stolen Bond has become or is about to become due and payable, the Authority in its discretion and instead of issuing a new Bond, may direct the Paying Agent to pay such Bond. The Trustee, Bond Registrar and Paying Agent shall notify the Authority as soon as practicable upon learning of any mutilated, destroyed, lost or stolen Bond.

(b) As a condition precedent to the issuance of any new Bond under this Section 2.13, the Authority or the Bond Registrar may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, and any other expenses, including counsel fees and costs of preparing a new Bond, of the Authority or the Bond Registrar incurred in connection therewith.

(c) Each new Bond issued pursuant to this Section 2.13 in lieu of any destroyed, lost or stolen Bond, shall constitute an additional contractual obligation of the Authority, and shall be entitled to all the benefits of the Indenture equally and proportionately with any and all other Bonds duly issued under the Indenture unless the Bond alleged to have been destroyed, lost or stolen shall be at any time enforceable by a bona fide purchaser for value without notice. In the event the Bond alleged to have been destroyed, lost or stolen shall be enforceable by anyone, the Authority may recover the substitute Bond from the Bondowner to whom it was issued or from anyone taking under the Bondowner except a bona fide purchaser for value without notice. All Bonds shall be held and owned upon the express condition that the provisions of this Section 2.13 are exclusive with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, and shall preclude (to the extent lawful) any and all other rights or remedies with respect to the replacement or payment of mutilated, destroyed, lost or stolen Bonds, notwithstanding any law or statute existing or hereafter enacted to the contrary with respect to the replacement or payment of negotiable instruments or other securities without their surrender.

Section 2.14. Cancellation and Destruction of Bonds. The Bond Registrar shall destroy all Bonds surrendered to it for cancellation and shall deliver a certificate to that effect to the Authority. No such Bonds shall be deemed Outstanding under the Indenture, and no Bonds shall be issued in lieu thereof.

Section 2.15. Payments Due on other than Business Days. In any case where the date of maturity of interest on or Principal Installments of any Bond or the date fixed for redemption of any Bonds is not a Business Day, then payment of interest on or Principal Installments or Redemption Price of the Bonds need not be made on such date but may be made on the next succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption, and no interest shall accrue for the period after such date.

Section 2.16. Authorization and Preparation of Temporary Bonds.

(a) Until definitive Bonds are prepared, the Authority may execute and, upon Authority Request, the Bond Registrar shall authenticate and deliver temporary Bonds (which may be typewritten, printed or otherwise reproduced) in lieu of definitive Bonds subject to the same provisions, limitations and conditions as definitive Bonds. The temporary Bonds shall be dated as of the initial date of such definitive Bonds, shall be in such denomination or denominations and shall be numbered as prepared and executed by the Authority, shall be substantially of the tenor of such definitive Bonds, but with such omissions, insertions and variations as the officer executing the same in his discretion may determine, and may be issued in the form of a single Bond.

(b) Without unreasonable delay after the issuance of temporary Bonds, if any, the Authority shall cause definitive Bonds to be prepared, executed and delivered to the Bond Registrar. Temporary Bonds shall be exchangeable for definitive Bonds upon surrender to the Bond Registrar at its Corporate Trust Office (or any additional location designated by the Bond Registrar) of any such temporary Bond or Bonds, and upon such surrender, the Authority shall execute and, upon Authority Request, the Bond Registrar shall authenticate and deliver to the Owner of the temporary Bonds or Bonds, in exchange therefor, a like principal amount of definitive Bonds in authorized denominations or maturity payment amounts and forms. Until so exchanged, the temporary Bonds shall be entitled in all respects to the same benefits as definitive Bonds authenticated and issued pursuant to the Indenture.

(c) All temporary Bonds surrendered in exchange for a definitive Bond or Bonds forthwith shall be canceled by the Bond Registrar.

Section 2.17. Book-Entry System.

(a) Unless otherwise determined in the Related Series Indenture authorizing the issuance of a Series, the registered Owner of all Bonds of such Series shall be a Securities Depository and such Bonds shall be registered in the name of the nominee for the Securities Depository. The “Bonds” referred to in this Section 2.17 shall refer to the Bonds registered in the name of the Securities Depository.

(b) The Bonds shall be initially issued in the form of separate, single, authenticated fully-registered Bonds in the amount of each separate maturity of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the registration records kept by the Bond Registrar in the name of the nominee of the Securities Depository. The Bond Registrar, the Paying Agent, the Trustee and the Authority may treat the Securities Depository (or its nominee) as the sole and exclusive owner of the Bonds registered in its name for the purposes of (1) payment of the principal or Redemption Price of or interest on the Bonds, (2) selecting the Bonds or portions thereof to be redeemed, (3) giving any notice permitted or required to be given to Owners under this Master Indenture, (4) registering the transfer of Bonds, and (5) obtaining any consent or other action to be taken by Owners and for all other purposes whatsoever, and neither the Bond Registrar, the Paying Agent, the Trustee nor the Authority shall be affected by any notice to the contrary (except as provided in paragraph (c) below). Neither Bond Registrar, the Paying Agent, the Trustee nor the Authority shall have any responsibility or obligation to any Participant, any beneficial owner or any other Person claiming a beneficial ownership interest in the Bonds under or through the Securities Depository or any Participant, or any other Person which is not shown on the registration records of the Bond Registrar as being an Owner, with respect to the accuracy of any records maintained by the Securities Depository or any Participant, the payment to the Securities Depository of any amount in respect of the principal or Redemption Price of or interest on the Bonds; any notice which is permitted or required to be given to Owners under this Master Indenture; the selection by the Securities Depository or any Participant of any Person to receive payment in the event of a partial redemption of the Bonds; or any consent given or other action taken by the Securities Depository as Owner. The Paying Agent shall pay all principal and Redemption Price of and interest on the Bonds only to or upon the order of the Securities Depository, and all such payments shall be valid and effective to fully satisfy and discharge the Authority’s obligations with respect to the principal, purchase price or Redemption Price of and interest on the Bonds to the extent of the sum or sums so paid. Except as provided in (c) below, no Person other than the Securities Depository shall receive an authenticated Bond for each separate maturity evidencing the obligation of the Authority to make payments of principal or Redemption Price and interest pursuant to this Master Indenture. Upon delivery by the Securities Depository to the Bond Registrar of written notice to the effect that the Securities Depository has determined to substitute a new nominee in place of the preceding nominee, the Bonds will be transferable to such new nominee in accordance with paragraph (d) below.

(c) In the event the Authority determines that it is in the best interest of the Authority not to continue the book-entry system of transfer or that the interest of the Owners might be adversely affected if the book-entry system of transfer is continued, the Authority may notify the Securities Depository and the Trustee, whereupon the Securities Depository will notify the Participants, of the availability through the Securities Depository of Bond certificates. In such event, the Trustee shall authenticate, transfer and exchange Bond certificates as requested by the Securities Depository in appropriate amounts in accordance with paragraph (d) below. The Securities Depository may determine to discontinue providing its services with respect to the Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law, or the Authority may determine that the Securities Depository is incapable of discharging its responsibilities and may so advise the Securities Depository. In either such event, the Authority shall either establish its own book-entry system or use reasonable efforts to locate another securities depository. Under such circumstances (if there is no successor Securities Depository), the Authority and the Trustee shall be obligated to deliver Bond certificates as described in this Master Indenture and in accordance with paragraph (d) below. In the event Bond certificates are issued, the provisions of this Master Indenture shall apply to such Bond certificates in all respects, including, among other things, the transfer and exchange of such certificates and the method of payment of principal or Redemption Price of and interest on such certificates. Whenever the Securities Depository requests the Authority and the Trustee to do so, the Trustee and the Authority will cooperate with the Securities Depository in taking appropriate action after reasonable notice (A) to make available one or more separate certificates evidencing the Bonds to any Participant having Bonds credited to its account with the Securities Depository or (B) to arrange for another securities depository to maintain custody of certificates evidencing the Bonds.

(d) Notwithstanding any other provision of this Master Indenture to the contrary, so long as any Bond is registered in the name of the nominee of the Securities Depository, all payments with respect to the principal or Redemption Price of and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, to the Securities Depository as provided in its representation letter.

(e) In connection with any notice or other communication to be provided to Owners pursuant to this Master Indenture by the Authority or the Trustee or with respect to any consent or other action to be taken by Owners, the Authority or the Trustee, as the case may be, shall establish a record date for such consent or other action and give the Securities Depository notice of such record date not less than fifteen calendar days in advance of such record date to the extent possible. Such notice to the Securities Depository shall be given only when the Securities Depository is the sole Owner.

(f) In the event that any transfer or exchange of Bonds is permitted under paragraph (b) or (c) of this Section 2.17, such transfer or exchange shall be accomplished upon receipt by the Trustee from the registered Owner thereof of the Bonds

to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee, all in accordance with the applicable provisions of this Master Indenture. In the event Bond certificates are issued to Owners other than the nominee of the Securities Depository, or another securities depository as Owner of all the Bonds, the provisions of this Master Indenture shall also apply to, among other things, the printing of such certificates and the methods of payment of principal or Redemption Price of and interest on such certificates.

(End of Article II)

ARTICLE III

REDEMPTION AND TENDER OF BONDS

Section 3.1. Authorization of Redemption and Tender. Bonds are subject to redemption prior to maturity, upon notice as provided in this Article III, at such times, at such Redemption Prices and upon such other terms as may be specified in this Master Indenture and in the Related Series Indenture authorizing such Bonds. Bonds may be subject to mandatory and optional tender upon such terms as may be specified in the Related Series Indenture.

Section 3.2. Notice of Redemption.

(a) When any Bonds are to be redeemed, the Bond Registrar shall cause notice of any redemption of Bonds hereunder 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, to the registered owner of each 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; provided, however, that failure to give any such notice to any Owner, or any defect therein, shall not affect the validity of the redemption proceedings for any Bond with respect to which no such failure or defect has occurred. Each such notice shall be dated and shall be given in the name of the Authority and shall state the following information:

(i) the complete official name of the Bonds, including Series, to be redeemed, the identification numbers of Bond certificates and the CUSIP numbers, if any, of the Bonds being redeemed, provided that any such notice may state that no representation is made as to the correctness of CUSIP numbers either as printed on such Bonds or as contained in the notice of redemption;

(ii) any other descriptive information needed to identify accurately the Bonds being redeemed, including, but not limited to, the original issuance date and maturity date of, and interest rate on, such Bonds;

(iii) in the case of partial redemption of any Bonds, the respective principal amounts thereof to be redeemed;

(iv) the date of transmission of redemption notices, the Record Date and the redemption date;

(v) the Redemption Price;

(vi) that on the redemption date the Redemption Price will become due and payable upon each such Bond or portion thereof called for redemption, and that interest thereon shall cease to accrue from and after said date;

(vii) the place where such Bonds are to be surrendered for payment of the Redemption Price, designating the name and address of the redemption agent with the name of a contact person and telephone number; and

(viii) any conditions precedent to the redemption of such Bonds.

(b) Notice of redemption having been given as provided in paragraph (a) of this Section 3.2, the Bonds or the respective portions thereof so to be redeemed shall become due and payable on the date fixed for redemption at the Redemption Price specified therein plus accrued interest to the redemption date, and upon presentation and surrender thereof at the place specified in such notice, such Bonds or the respective portions thereof shall be paid at the Redemption Price, plus accrued interest to the redemption date. On and after the redemption date (unless the Authority shall default in the payment of the Redemption Price and accrued interest), such Bonds or the respective portions thereof to be redeemed shall cease to bear or accrue interest, and such Bonds or the respective portions thereof to be redeemed shall no longer be considered as Outstanding under the Indenture. If at the time of transmission of any notice of redemption there shall not be on deposit with the Trustee or the Paying Agent moneys sufficient to redeem all the Bonds called for redemption, such notice shall state that such redemption is subject to the deposit of the redemption moneys with the Trustee or the Paying Agent not later than the redemption date and that such notice shall be of no effect unless such moneys are so deposited. If moneys sufficient to pay the Redemption Price and accrued interest have not been made available by the Authority to the Trustee and the Paying Agent on the redemption date, such Bonds or the respective portions thereof to be redeemed shall continue to bear or accrue interest at the respective rates specified thereon until such moneys are delivered to the Trustee.

(c) In addition to the foregoing, further notice of any redemption of Bonds hereunder shall be given by the Bond Registrar simultaneously with notice to Bondowners, by registered or certified mail or overnight delivery service, or transmitted in such other manner (such as by readily available electronic means) as may be customary for the industry, to at least two national information services that disseminate notices of redemption of obligations such as the Bonds. Such further notice shall contain the information required in paragraph (a) of this Section 3.2. Failure to give all or any portion of such further notice shall not in any manner defeat the effectiveness of a call for redemption.

(d) Upon the payment of the Redemption Price of Bonds being redeemed, each check or other transfer of funds issued for such purpose shall bear (i) the CUSIP(s) number identifying, by Series, Class, tenor and maturity of Bonds being redeemed (ii) the principal amount of the Bonds of each maturity being redeemed and (iii) if the redemption date is not an Interest Payment Date, the amount of accrued interest paid on the Bonds of each maturity being redeemed with the proceeds of such check or other transfer.

(e) Except as otherwise provided in a Series Indenture, notice of redemption shall be given, not more than 60 days nor less than 30 days prior to the redemption date, to registered owners of the Bonds, or portions thereof, to be redeemed. A second notice of redemption provided in the same manner as the first notice of redemption, shall be given, not later than 90 days after the redemption date, to the registered owners of Bonds, or portions thereof redeemed but who failed to deliver Bond certificates for redemption prior to the 60th day following such redemption date. Any notice shall be conclusively presumed to have been duly given, whether or not the owner of such Bonds receives the notice. Receipt of such notice shall not be a condition precedent to such redemption, and failure so to receive any such notice by any of such registered owners shall not affect the validity of the proceedings for the redemption of any Bonds. The obligation of the Bond Registrar to give the notice required by this Section 3.2 shall not be conditioned upon the prior payment to the Trustee of moneys or Defeasance Securities sufficient to pay the Redemption Price of the Bonds or portions thereof to which such notice relates or the interest thereon to the redemption date.

(f) The provisions of this Section 3.2 may be changed or modified for any particular Series by the Related Series Indenture.

Section 3.3. Selection of Bonds to Be Redeemed.

(a) If less than all Bonds of like Series are to be redeemed, except as otherwise directed by an Authority Request that certifies that such request is consistent with the most recently filed Related Cash Flow Statement, and subject to any limitations in or requirements of the Related Series Indenture, the Bond Registrar shall select a pro rata amount of the Bonds of each Class, tenor and maturity of such Series for redemption. If less than all Bonds of like Series, Class, tenor and maturity are to be redeemed, the particular Bonds or the respective portions thereof to be redeemed shall be selected by lot in such manner as the Bond Registrar in its discretion may deem fair and appropriate.

(b) The portion of any Bond of a denomination of larger than the minimum denomination provided for in the Related Series Indenture may be redeemed in the principal amount of such minimum denomination or a multiple thereof, and for purposes of selection and redemption, any such Bond of a denomination larger than the minimum denomination shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination. If there shall be selected for redemption less than all of a Bond, the Authority shall execute and the Bond Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of like Series, Class, interest rate, tenor and maturity in any of the authorized denominations.

(c) The Bond Registrar promptly shall notify the Authority, the Trustee and the Paying Agent in writing of the Bonds so selected for redemption.

Section 3.4. Deposit of Redemption Price. On or before any date fixed for redemption of any Bonds, moneys and/or Defeasance Securities maturing or redeemable at the option of the holder thereof not later than the date fixed for redemption in an amount that, together with income to be earned on such Defeasance Securities prior to such date fixed for redemption, will be sufficient to provide moneys to pay the Redemption Price of and accrued interest on all Bonds or the respective portions thereof to be redeemed on such date, shall be deposited with the Trustee or the Paying Agent unless such amount shall have been previously deposited with the Trustee or the Paying Agent pursuant to the Indenture.

Section 3.5. Partial Redemption of Bonds. In case part but not all of an Outstanding Bond shall be selected for redemption, upon presentation and surrender of such Bond by the Owner thereof or his attorney duly authorized in writing (with, if the Authority or the Bond Registrar so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Authority and the Bond Registrar duly executed by the Owner thereof or his attorney duly authorized in writing) to the Bond Registrar, the Authority shall execute and the Bond Registrar shall authenticate and deliver to or upon the order of such Owner, without charge therefor, for the unredeemed portion of the principal amount of the Bond so surrendered, a Bond or Bonds at the option of such Owner or such attorney, of any authorized denomination of like tenor. Bonds so presented and surrendered shall be canceled in accordance with Section 2.14 of this Master Indenture.

Section 3.6. Purchase in Lieu of Redemption.

(a) If Bonds of any particular Series, Class and maturity are called for redemption, upon Authority Request the Bonds so called shall be purchased in lieu of such redemption by the Trustee or Paying Agent for the account of the Authority on the date upon which such Bonds were to have been redeemed, at a purchase price not to exceed the applicable Redemption Price thereof, plus accrued interest, if any, thereon to, but not including, such date, or at any higher purchase price consistent with the most recent Cash Flow Statement. At the election of the Authority, but not otherwise, such Bonds shall be canceled by the Trustee upon such purchase in lieu of redemption. The Authority shall deliver any such Authority Request not later than the Business Day preceding the date upon which such Bonds were to have been redeemed, which Authority Request shall state the aggregate principal amount of each Series, Class and maturity of Bonds for which an election to purchase in lieu of redemption pursuant to this Section 3.6 is being made, and the source of payment for such purchase in lieu of redemption. Any such purchase in lieu of redemption may be made from any moneys designated by the Authority, and, upon receipt thereof if such moneys are not already held in the Trust Estate, the Trustee shall use such moneys for such purpose. The Authority is expressly authorized, to tender, and to direct the Trustee and the Paying Agent to purchase from the Authority, any Bonds for cancellation in lieu of redemption. Neither the Trustee nor the Paying Agent shall be required to advance any of their own money to make any such purchase or purchases.

(b) Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys in the Redemption Fund in lieu of redemption to pay the purchase price (exclusive of accrued interest) of Bonds purchased in lieu of redemption pursuant to paragraph (a) of this Section 3.6. Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys from the Revenue Fund in accordance with Section 5.5 of this Master Indenture, from the Class I Debt Service Fund in accordance with Section 5.6 of this Master Indenture, from the Class II Debt Service Fund in accordance with Section 5.9 of this Master Indenture, from the Class III Debt Service Fund in accordance with Section 5.10 of this Master Indenture, or from the Class IV Debt Service Fund in accordance with Section 5.11 of this Master Indenture to pay accrued interest on such Bonds purchased pursuant to paragraph (a) of this Section 3.6.

(c) Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys from the Class I Debt Service Fund in accordance with Section 5.6 of this Master Indenture to pay the purchase price (inclusive of accrued interest) of Class I Term Bonds purchased in lieu of redemption by Class I Sinking Fund Installment pursuant to paragraph (a) of this Section 3.6 and, upon such purchase, shall credit the principal amount of any such Class I Term Bonds against such Class I Sinking Fund Installment in accordance with Section 3.7 of this Master Indenture.

(d) Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys from the Class II Debt Service Fund in accordance with Section 5.9 of this Master Indenture to pay the purchase price (inclusive of accrued interest) of Class II Bonds purchased in lieu of redemption by Class II Sinking Fund Installment pursuant to paragraph (a) of this Section 3.6 and, upon such purchase, shall credit the principal amount of any such Class II Bonds against such Class II Sinking Fund Installment in accordance with Section 3.7 of this Master Indenture.

(e) Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys from the Class III Debt Service Fund in accordance with Section 5.10 of this Master Indenture to pay the purchase price (inclusive of accrued interest) of Class III Bonds purchased in lieu of redemption by Class III Sinking Fund Installment pursuant to paragraph (a) of this Section 3.6 and, upon such purchase, shall credit the principal amount of any such Class III Bonds against such Class III Sinking Fund Installment in accordance with Section 3.7 of this Master Indenture.

(f) Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys from the Class IV Debt Service Fund in accordance with Section 5.11 of this Master Indenture to pay the purchase price (inclusive of accrued interest) of Class IV Bonds purchased in lieu of redemption by Class IV Sinking Fund Installment pursuant to paragraph (a) of this

Section 3.6 and, upon such purchase, shall credit the principal amount of any such Class IV Bonds against such Class IV Sinking Fund Installment in accordance with Section 3.7 of this Master Indenture.

(g) Unless the Authority shall designate a different source, the Trustee shall apply, or cause the Paying Agent to apply, available moneys in the Revenue Fund in the order of priority and in amounts which do not exceed the amounts expected to be transferred to the respective Funds and Accounts pursuant to Section 5.5 of this Master Indenture prior to the next Payment Date to purchase Bonds in the manner provided in paragraphs (b), (c), (d), (e) and (f) of this Section 3.6. Any Bonds so purchased shall be credited in an amount equal to par plus accrued interest against amounts which would otherwise be required to be transferred pursuant to Section 5.5 of this Master Indenture to the various Funds and Accounts.

Section 3.7. Credits Against Sinking Fund Installments.

(a) Upon any redemption (other than by Class I Sinking Fund Installment, Class II Sinking Fund Installment, Class III Sinking Fund Installment or Class IV Sinking Fund Installment) of Bonds for which Class I Sinking Fund Installments, Class II Sinking Fund Installments, Class III Sinking Fund Installments or Class IV Sinking Fund Installments have been established, or any purchase in lieu thereof, there shall be credited by the Trustee and the Bond Registrar toward the Class I Sinking Fund Installments, Class II Sinking Fund Installment, Class III Sinking Fund Installments or Class IV Sinking Fund Installments thereafter to become due with respect thereto, on a proportionate basis and in increments of the applicable minimum denomination, an amount bearing the same ratio to each such Class I Sinking Fund Installment, Class II Sinking Fund Installment, Class III Sinking Fund Installment or Class IV Sinking Fund Installment as the total principal amount of such Class and maturity of Bonds so purchased or redeemed bears to the total amount of all such Class I Sinking Fund Installments, Class II Sinking Fund Installments, Class III Sinking Fund Installments or Class IV Sinking Fund Installments to be credited; provided, however, that, if there shall be filed with the Trustee and the Bond Registrar an Authority Request specifying a different method for crediting Class I Sinking Fund Installments, Class II Sinking Fund Installments, Class III Sinking Fund Installments or Class IV Sinking Fund Installments upon any such purchase or redemption of Bonds and certifying that such Authority Request is consistent with the most recently filed Related Cash Flow Statement and the Related Series Indenture, then such Sinking Fund Installments shall be so credited as shall be provided in such Authority Request. The portion of any such Class I Sinking Fund Installment, Class II Sinking Fund Installment, Class III Sinking Fund Installment or Class IV Sinking Fund Installment remaining after the deduction of any such amounts credited towards the same (or the original amount of any such Class I Sinking Fund Installment, Class II Sinking Fund Installment, Class III Sinking Fund Installment or Class IV Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Class I Sinking Fund Installment, Class II Sinking Fund Installment, Class III Sinking Fund Installment

or Class IV Sinking Fund Installment for the purpose of calculation of Class I Sinking Fund Installments, Class II Sinking Fund Installments, Class III Sinking Fund Installments and Class IV Sinking Fund Installments due on or scheduled for a future date.

(b) The provisions of this Section 3.7 may be changed or modified for any particular Series by the Related Series Indenture.

(End of Article III)

ARTICLE IV

APPLICATION OF BOND PROCEEDS

Section 4.1. Application of Bond Proceeds. The proceeds of the sale of each Series of Bonds shall, as soon as practicable upon delivery of such Bonds by the Trustee pursuant to Sections 2.2 or 2.3, as applicable, be applied as set forth in the Related Series Indenture.

(End of Article IV)

ARTICLE V

ESTABLISHMENT OF CERTAIN FUNDS AND ACCOUNTS, APPLICATION THEREOF AND SECURITY THEREFOR

Section 5.1. Establishment of Funds and Accounts.

(a) The following Funds and Accounts are hereby created and established as special trust funds:

- (i) the Program Fund, consisting of:
 - (A) the Acquisition Account;
 - (B) the Short Term Bond Account;
 - (C) the Cost of Issuance Account; and
 - (D) the Loan Recycling Account;
- (ii) the Revenue Fund;
- (iii) the Debt Service Reserve Fund, which shall include the Interest Reserve Account;
- (iv) the Class I Debt Service Fund which may include an Authority Payment Account;
- (v) the Class II Debt Service Fund which may include an Authority Payment Account;
- (vi) the Class III Debt Service Fund which may include an Authority Payment Account;
- (vii) the Class IV Debt Service Fund which may include an Authority Payment Account;
- (viii) the Redemption Fund, consisting of:
 - (A) the Class I Special Redemption Account;
 - (B) the Class II Special Redemption Account;
 - (C) the Class III Special Redemption Account; and
 - (D) the Class IV Special Redemption Account;
- (ix) the Rebate Fund; and
- (x) the Excess Earnings Fund.

(b) All the Funds and Accounts listed in paragraph (a) of this Section 5.1 shall be held by the Trustee in trust for application only in accordance with the provisions of the Indenture.

(c) Subaccounts shall be created in all Funds and Accounts described in this Section 5.1 for each Series of Bonds. Except as otherwise provided in this Master Indenture or in a Series Indenture, bond proceeds and other moneys relating to a Series of Bonds shall be deposited in the Related subaccounts created with respect to such Series of Bonds.

(d) A Bond Purchase Fund may be created and established by a Series Indenture to be held by a fiduciary to provide for the payment of the tender price or purchase price of Bonds as provided therein.

(e) Subject to the provisions of any Series Indenture, the Authority may reallocate moneys, investments, Mortgage Loans and MBS (or portions thereof or interests therein) among Series under any of the following circumstances:

(i) if and to the extent required by the Indenture (e.g., under Section 5.5, Section 5.7 or Article VII of this Master Indenture);

(ii) if and to the extent necessary to enable the Authority to deliver a Cash Flow Statement with respect to one or more Series;

(iii) in connection with an Authority Request filed pursuant to Section 5.8 of this Master Indenture;

(iv) upon Authority Request, accompanied by an opinion of Bond Counsel, to assure that the interest on Tax-exempt Bonds remains excludable from the gross income of the owners thereof for federal income tax purposes; and

(v) if and to the extent that the aggregate amount of moneys, investments, Mortgage Loans and MBS allocated to any particular Series exceeds the aggregate amount of Outstanding Bonds of such Series.

If the Authority determines to make such a reallocation of moneys, investments, Mortgage Loans and MBS (or portions thereof or interests therein) among Series, the Authority shall deliver to the Trustee an Authority Request specifying such reallocations. Upon receipt of such request, the Trustee shall transfer moneys, investments, Mortgage Loans and/or MBS (or portions thereof or interests therein) among subaccounts Related to each Series as requested. Mortgage Loans and MBS (or portions thereof or interests therein) reallocated among Series are not required to meet the requirements of the Series Indenture Related to the Series to which such Mortgage Loans and MBS (or portions thereof or interests therein) are being reallocated, if such Mortgage Loans (or Mortgage Loans Related to such MBS) at the time of their original acquisition or origination by the Authority met the requirements of Section 6.7 of this Master

Indenture and the applicable requirements of the Series Indenture Related to such Mortgage Loans and MBS at the time of their purchase.

(f) Special temporary accounts in the Program Fund and the Debt Service Reserve Fund may be created and established to facilitate the refunding of the Authority's bonds and any exchange of funds related thereto.

Section 5.2. Program Fund; Acquisition Account.

(a) Deposit of Moneys. There shall be paid into the Related subaccount of the Acquisition Account established within the Program Fund the respective amount of the proceeds of the Bonds and other moneys specified in each Series Indenture and any amounts transferred pursuant to Section 5.3(a) of this Master Indenture. There may also be paid into the Acquisition Account, at the option of the Authority, any moneys received by the Authority from any other source, unless required to be otherwise applied as provided by the Indenture. Except as otherwise required or permitted by Section 5.1 of this Master Indenture and paragraph (f) of this Section 5.2, Mortgage Loans and MBS made or purchased in connection with a Series of Bonds shall be allocated to such Series. Mortgage Loans and MBS (or portions thereof or interest therein) allocated to a Series of Bonds shall be held in the subaccount of the Acquisition Account which was created in connection with such Series of Bonds.

(b) Use of Acquisition Account.

(i) Proceeds of the Bonds and other moneys deposited in the Acquisition Account shall be applied to make or purchase Mortgage Loans or to acquire MBS (or portions thereof or interests therein) in accordance with the provisions of the Indenture; provided, however, that such Mortgage Loans (or Mortgage Loans Related to such MBS) must satisfy the terms and conditions set forth in Section 6.7 of this Master Indenture and applicable provisions of the Related Series Indenture, and the Authority shall not use such proceeds or other moneys to finance a Mortgage Loan or MBS providing a yield that, in the aggregate with other Mortgage Loans or MBS credited or expected to be credited to the Acquisition Account or the Loan Recycling Account, exceeds any limitation on yield required by Section 103 or Section 143 of the Code, unless there shall be filed with the Trustee an opinion of Bond Counsel to the effect that the financing of Mortgage Loans or MBS providing a higher yield will not cause the interest on the Related Tax-exempt Bonds to be included in the gross income of the recipient thereof for federal income tax purposes. All references in this Section 5.2 and elsewhere in this Article V to the purchase, acquisition, finance or refinance of Mortgage Loans or MBS shall be interpreted to include the purchase, acquisition, finance or refinance of portions thereof or interests therein; provided that Mortgage Loans and MBS may be purchased, acquired, financed or refinanced pursuant to the Indenture only if (i) the remaining portion of such Mortgage Loan or

MBS is purchased, acquired, financed or refinanced pursuant to the Master Indenture of Trust dated as of December 1, 2009 (the “2009 Master Indenture”) between the Authority and Zions First National Bank, as Trustee, (ii) all Series of Bonds pursuant to which such portion of such Mortgage Loan or MBS is purchased, acquired, financed or refinanced pursuant to the Indenture are Class I Bonds and (iii) all Series of Bonds pursuant to which such remaining portion of such Mortgage Loan or MBS is purchased, acquired, financed or refinanced pursuant to the 2009 Master Indenture are Class I Bonds (as all such terms are defined in the 2009 Master Indenture).

(ii) In accordance with Section 143 of the Code and unless otherwise approved by an opinion of Bond Counsel, certain amounts, if any, designated by each Series Indenture shall be made available solely for the purchase of Mortgage Loans on Targeted Area Residences for a period of at least one year after the date on which the proceeds of the related Series of Tax-exempt Bonds are first made available for the purchase by the Authority of Mortgage Loans on Targeted Area Residences. In furtherance of such purpose, the Authority shall reserve from the amounts deposited in the Related subaccount of the Acquisition Account an aggregate amount equal to the foregoing requirement.

(iii) The Authority, acting upon the advice of Bond Counsel, will take all reasonable steps necessary, including the preparation, distribution and publication of advertisements and the organization of informational meetings with appropriate community groups, to cause the amount reserved pursuant to subsection (ii) above to be utilized for such purpose.

(c) Disbursements from Acquisition Account.

(i) Mortgage Loans. The Trustee shall withdraw moneys from the Acquisition Account for the purchase of a Mortgage Loan pursuant to paragraph (b) of this Section 5.2 upon receipt of an Authority Request stating (i) the name of the Person to be paid, (ii) the amount to be paid, including principal, premium, if any, unpaid accrued interest and prepaid discount fees, if any, and (iii) that all conditions precedent to the purchase of such Mortgage Loan have been fulfilled. If the Authority requires or permits the prepayment of Mortgage Loan discount amounts consistent with the Related Series Indenture, such prepaid discount amounts shall be transferred by or on behalf of the Authority to the Trustee for deposit in the Acquisition Account.

(ii) MBS. The Trustee shall withdraw moneys from the Acquisition Account for the acquisition of MBS pursuant to paragraph (b) of this Section 5.2 upon receipt of an Authority Request. The purchase price of each Ginnie Mae Certificate shall be the Ginnie Mae Certificate Purchase Price, the purchase price of each Fannie Mae Certificate shall be the Fannie

Mae Certificate Purchase Price and the purchase price of each Freddie Mac Certificate shall be the Freddie Mac Certificate Purchase Price. If the Trustee receives an interest payment on an MBS representing interest accrued prior to the date such MBS was purchased by the Trustee with amounts on deposit in the Acquisition Account, the Trustee shall remit such amount to the Authority when received. The Trustee shall not disburse moneys from the Acquisition Account for the acquisition of an MBS unless (i) such MBS shall be acquired in accordance with this Section 5.2, (ii) such MBS will bear interest at the applicable Pass-Through Rate and (iii) the MBS will be held by the Trustee as described in subsection (g) of this Section 5.2.

(d) Unexpended Moneys. Any moneys deposited in the Acquisition Account that the Authority certifies from time to time will not be used to purchase Mortgage Loans or MBS in accordance with this Master Indenture and the Related Series Indenture shall be withdrawn by the Trustee on the date specified in the Related Series Indenture or such other date or dates on or after such date as may be specified by the Authority, and transferred to the Related subaccount of the Redemption Fund for application in accordance with the Related Series Indenture; provided, however, that such transfer or transfers may be made on a later date as to all or any part of such moneys, if the Authority shall have filed with the Trustee an Authority Request specifying a later date or dates for such withdrawal, and certifying that such Authority Request is consistent with the most recently filed Cash Flow Statement and the Related Series Indenture.

(e) Withdrawal of Assets upon Retirement of a Series. When no Bonds of a particular Series or Related Auxiliary Obligations remain Outstanding, upon receipt of an Authority Request to withdraw all or any portion of the Related moneys, investments, Mortgage Loans and/or MBS from the Related Funds, Accounts and subaccounts, the Trustee shall make such withdrawal and shall transfer such moneys, investments, Mortgage Loans and/or MBS, as the case may be, to or upon the order of, the Authority; provided, however, that the Authority Request must certify that such withdrawal is consistent with the most recently filed Cash Flow Statement for all Bonds and the most recently filed Cash Flow Statement for any Series to which such retired Series has been linked.

(f) Mortgage Loans and MBS Financed With More Than One Series of Bonds. The Authority may determine that a Mortgage Loan or an MBS (or portions thereof or interests therein) will be financed or refinanced with proceeds of more than one Series of Bonds. In such event, all provisions of the Indenture which relate to a Mortgage Loan, an MBS, Mortgage Repayments and Prepayments, and moneys in any Fund or Account, shall be interpreted and applied to relate such Mortgage Loan, MBS, Mortgage Repayments, Prepayments and moneys to each Series furnishing proceeds for such Mortgage Loan or MBS in proportion to the respective principal amounts of Bonds of each such Series the proceeds of which were or will be used to finance or refinance such Mortgage Loan or MBS or by such other method as shall be provided in an Authority

Request, accompanied by an opinion of Bond Counsel that such method will not adversely affect the exclusion from gross income of interest on Tax-exempt Bonds.

(g) Holding of MBS.

(i) The Ginnie Mae Certificates acquired by the Trustee shall be held at all times by the Trustee in trust for the benefit of the Owners and shall be registered in the name of the Trustee or its nominee or held in book entry form as described in this subsection. A Ginnie Mae Certificate will be issued in book entry form through a book entry system of the Federal Reserve System and transferred to the Trustee. If the Trustee does not receive payment with respect to a Ginnie Mae Certificate when due by the close of business on the twentieth day of any month (or the next business day if the twentieth day is not a Business Day), the Trustee shall demand by telephone payment from Ginnie Mae in immediately available funds in connection with the guaranty of timely payments of principal and interest by Ginnie Mae in accordance with the terms of the Ginnie Mae Certificates.

(ii) The Fannie Mae Certificates acquired by the Trustee shall be held at all times by the Trustee or its nominee in trust for the benefit of the Owners and shall be held in book entry form as described in this subsection. A Fannie Mae Certificate will be issued in book entry form through a book entry system of the Federal Reserve System and transferred to the Trustee. If the Trustee does not receive payment or advice from the depository of payment with respect to a Fannie Mae Certificate when due by the close of business on the twenty-fifth day of any month (or the next business day if the twenty-fifth day is not a business day), the Trustee shall demand by telephone payment from Fannie Mae in immediately available funds in connection with the guaranty of timely payments of principal and interest by Fannie Mae in accordance with the terms of the Fannie Mae Certificates.

(iii) The Freddie Mac Certificates acquired by the Trustee shall be held at all times by the Trustee or its nominee in trust for the benefit of the Owners and shall be held in book entry form as described in this subsection. A Freddie Mac Certificate will be issued in book entry form through a book entry system of the Federal Reserve System and transferred to the Trustee. If the Trustee does not receive payment or advice from the depository of payment with respect to a Freddie Mac Certificate when due by the close of business on the twenty-fifth day of any month (or the next business day if the twenty-fifth day is not a business day), the Trustee shall demand by telephone payment from Freddie Mac in immediately available funds in connection with the guaranty of timely payments of principal and interest by Freddie Mac in accordance with the terms of the Freddie Mac Certificates.

Section 5.3. Program Fund; Cost of Issuance Account and Short Term Bond Account.

(a) Upon the issuance, sale and delivery of Bonds, the Trustee shall deposit in the Related subaccount of the Cost of Issuance Account such moneys, if any, as shall be specified in the Related Series Indenture. There may also be paid into the Cost of Issuance Account, at the option of the Authority, any moneys received by the Authority from any other source, unless required to be otherwise applied as provided by the Indenture. Moneys therein shall be used to pay Costs of Issuance and for no other purpose. The Trustee shall issue its checks for each disbursement from the Cost of Issuance Account (including to reimburse the Authority for its payment of Costs of Issuance, but not including any fees payable to the Trustee, which may be withdrawn directly by it) upon being furnished with an Authority Request setting forth: the Person to whom payment is to be made, the amount of payment, that the disbursement is for a proper Cost of Issuance, and that none of the items for which payment is to be made has been the basis for any prior disbursement from such Account. Any excess remaining upon payment of all Costs of Issuance shall be transferred by the Trustee to the Authority or to the Related subaccount in the Acquisition Account upon receipt by the Trustee of an Authority Certificate stating that such moneys are no longer needed for the payment of Costs of Issuance, whereupon the Cost of Issuance Account shall be closed.

(b) In the event that the moneys deposited in the Cost of Issuance Account are not sufficient to pay all Costs of Issuance, Costs of Issuance may be paid from any available moneys of the Authority.

(c) Provisions relating to the Short Term Bond Account and Related subaccounts shall be set forth in Related Series Indentures.

Section 5.4. Program Fund; Loan Recycling Account.

(a) There shall be paid into the Related subaccount of the Loan Recycling Account established within the Program Fund any amounts transferred pursuant to Section 5.5(d)(i)(E), (K), (S) or (W) of this Master Indenture. Except as otherwise required or permitted by Sections 5.1 and 5.2(f) of this Master Indenture, Mortgage Loans and MBS (or portions thereof or interests therein) allocated to a Series of Bonds and financed or refinanced with moneys in the Related subaccount of the Loan Recycling Account shall be held in such subaccount of the Loan Recycling Account.

(b) Before any moneys are transferred to the Loan Recycling Account pursuant to Section 5.5(d)(i)(E), (K), (S) or (W) of this Master Indenture, the Authority shall file with the Trustee (a) a Cash Flow Statement, (b) an Authority Certificate demonstrating that the Related Class I Asset Requirement, Class II Asset Requirement, Class III Asset Requirement or Class IV Asset Requirement, as applicable, will be met, and (c) a letter from each Rating Agency then rating any Bonds confirming that such transfer will not, in and of itself, result in a lowering, suspension or withdrawal of the ratings then applicable to any Bonds, except to the extent a previous Cash Flow Statement, Authority Certificate and rating confirmation shall apply to such transfer and the Mortgage Loans or MBS to be made or acquired with such amounts.

(c) Amounts deposited in the Loan Recycling Account shall be applied, upon Authority Request, to finance or refinance Mortgage Loans or MBS that satisfy the requirements of Section 6.7 of this Master Indenture and applicable provisions of the Related Series Indenture with respect to the Mortgage Loans or MBS to be financed or refinanced. The Trustee shall withdraw moneys from the Related subaccount of the Loan Recycling Account for the financing of a Mortgage Loan or MBS upon receipt of an Authority Request stating (i) the name of the Person to be paid, and (ii) the amount to be paid.

(d) Moneys remaining in the Related subaccount of the Loan Recycling Account on the date set forth in the Cash Flow Statement in connection with which such moneys were deposited in such subaccount shall be withdrawn therefrom by the Trustee on such date (or such earlier date or dates as may be specified by the Authority), and shall be transferred to the Revenue Fund.

Section 5.5. Revenue Fund.

(a) Deposit of Revenues. The Authority shall pay all Revenues or cause all Revenues to be paid to the Trustee at least once each month. Except as otherwise provided herein or in a Series Indenture, all Revenues Related to each Series of Bonds shall be deposited by the Trustee in the Related subaccount of the Revenue Fund amounts transferred thereto from the Related subaccount of the Loan Recycling Account pursuant to Section 5.4(d) of this Master Indenture, from the Related subaccount of the Class I Debt Service Fund pursuant to Section 5.6(b) of this Master Indenture, from the Related subaccount of the Debt Service Reserve Fund pursuant to Section 5.7(b) of this Master Indenture, from the Related subaccount of the Class I Special Redemption Account pursuant to Section 5.8(b) of this Master Indenture, from the Related subaccount of the Class II Special Redemption Account pursuant to Section 5.8(c) of this Master Indenture, from the Related subaccount of the Class III Special Redemption Account pursuant to Section 5.8(d) of this Master Indenture, from the Related subaccount of the Class IV Special Redemption Account pursuant to Section 5.8(e) of this Master Indenture, from the Related subaccount of the Class II Debt Service Fund pursuant to Section 5.9(b) of this Master Indenture, from the Related subaccount of the Class III Debt Service Fund pursuant to Section 5.10(b) of this Master Indenture, from the Related subaccount of the Class IV Debt Service Fund pursuant to Section 5.11(b) of this Master Indenture, from the Related subaccount of the Rebate Fund pursuant to Section 5.12 of this Master Indenture, and from the Related subaccount of the Excess Earnings Fund pursuant to Section 5.13 of this Master Indenture. There may also be deposited in the Revenue Fund, at the option of the Authority, any other moneys of the Authority, unless required to be otherwise applied as provided by the Indenture.

(b) Accrued Interest on Mortgage Loans. Promptly upon receipt of interest on a Mortgage Loan with respect to which moneys were withdrawn from the Acquisition Account to pay for interest accrued on such Mortgage Loan at the time of purchase from a Mortgage Lender, the Trustee shall withdraw from the Related

subaccount of the Revenue Fund and transfer to the Related subaccount of the Acquisition Account an amount equal to such accrued interest paid. Alternatively, accrued interest on Mortgage Loans at the time of purchase may be paid from the Related subaccount of the Revenue Fund as the Authority shall direct in an Authority Request.

(c) Payment of Certain Fiduciary Expenses. The Trustee shall pay or transfer from the Related subaccount of the Revenue Fund (i) directly to the Fiduciaries, all Fiduciary Expenses, when and as payable and (ii) to the Authority or to its order other reasonable and necessary Program Expenses, respectively, only to the extent, if any, provided in the following paragraphs.

(d) Allocation of Revenues From Revenue Fund.

(i) On the last Business Day prior to each Payment Date or more frequently if required by a Series Indenture, or on the other dates specifically provided below, the Trustee shall withdraw from each subaccount of the Revenue Fund and deposit into the Related subaccounts of the following Funds or Accounts and shall pay to the following parties the following amounts, in the following order of priority, the requirements of each such Fund, Account or party (including the making up of any deficiencies in any such Fund or Account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied, and the results of such satisfaction being taken into account, before any payment or transfer is made subsequent in priority:

(A) On each August 1, into the Related accounts of the Rebate Fund, an amount to be calculated by the Authority which, when added to the amount already within such respective accounts, will equal the Rebate Requirement Related to the Tax-Exempt Bonds of each respective Series, as determined by the Authority;

(B) On each August 1, into the Related accounts of the Excess Earnings Fund, an amount to be calculated by the Authority which, when added to the amount already within such respective accounts, will equal amount determined by the Authority to be required to be on deposit therein;

(C) Into the Related subaccount of the Class I Debt Service Fund (x) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of interest becoming due and payable on such Payment Date upon all Class I Bonds of the Related Series then Outstanding; plus (y) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of Principal Installments becoming due and payable on the Outstanding Related Class I Bonds on such Payment Date; plus (z) the amount, if any, needed to increase the

amount in such subaccount to include the aggregate amount becoming due and payable on Outstanding Related Class I Auxiliary Obligations on such Payment Date; provided however, that if such Payment Date is not a date for the payment of a Principal Installment on Related Class I Bonds, such transfer shall include an amount that, if made in substantially equal installments on each subsequent Payment Date to and including the next Payment Date that is a date for the payment of a Principal Installment on Related Class I Bonds, will equal the amount of the Principal Installments becoming due and payable on Outstanding Related Class I Bonds on the next Payment Date;

(D) Into each Unrelated subaccount of the Class I Debt Service Fund, after making any transfer into such subaccount required by Section 5.7(c)(i) of this Master Indenture, on a proportionate basis with all other such Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by paragraph (C) of this Section 5.5(d)(i) as of such date;

(E) Into (1) the Related subaccount of the Loan Recycling Account, at the election of the Authority evidenced by an Authority Certificate filed with the Trustee, but subject to the requirements of Section 5.4(b) of this Master Indenture, or (2) the Related subaccount of the Class I Special Redemption Account, or any combination of (1) and (2) above at the election of the Authority evidenced by an Authority Certificate filed with the Trustee, the amount, if any, needed to ensure that the Class I Asset Requirement of the Related Series of Bonds will be met on such Payment Date following such transfer;

(F) Into each Unrelated subaccount of the Class I Special Redemption Account, on a proportionate basis with all other such Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by paragraph (E) of this Section 5.5(d)(i) as of such date;

(G) Into the Related subaccount of the Class II Debt Service Fund (x) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of interest becoming due and payable on such Payment Date upon all Class II Bonds of the Related Series then Outstanding; plus (y) the amount, if any, needed to increase the amount in such subaccount to include

the aggregate amount of Principal Installments becoming due and payable on Outstanding Related Class II Bonds on such Payment Date; plus (\$) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount becoming due and payable on Outstanding Related Class II Auxiliary Obligations on such Payment Date; provided however, that if such Payment Date is not a date for the payment of a Principal Installment on Related Class II Bonds, such transfer shall include an amount that, if made in substantially equal installments on each subsequent Payment Date to and including the next Payment Date that is a date for the payment of a Principal Installment on Related Class II Bonds, will equal the amount of the Principal Installments becoming due and payable on Outstanding Related Class II Bonds on the next following Payment Date;

(H) Into each Unrelated subaccount of the Class II Debt Service Fund, after making any transfer into such subaccount required by Section 5.7(c)(iii) of this Master Indenture, on a proportionate basis with all other such Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by paragraph (G) of this Section 5.5(d)(i) as of such date;

(I) Into the Related subaccount of the Debt Service Reserve Fund, the amount, if any, needed to increase the amount in such subaccount (including the Related Interest Reserve Account), together with the available amount of any Qualified Surety Bond therein, to the Debt Service Reserve Fund Requirement of the Related Series of Bonds;

(J) Into each Unrelated subaccount of the Debt Service Reserve Fund, on a proportionate basis with all other such Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccount resulting from the lack of Related Revenues sufficient to make the deposit required by paragraph (I) of this Section 5.5(d)(i) as of such date;

(K) Into (1) the Related subaccount of the Loan Recycling Account, at the election of the Authority evidenced by an Authority Certificate filed with the Trustee, but subject to the requirements of Section 5.4(b) of this Master Indenture, or (2) the Related subaccount of the Class II Special Redemption Account, or any combination of (1) and (2) above at the election of the Authority evidenced by an Authority Certificate filed with the

Trustee, the amount, if any, needed to ensure that the Class II Asset Requirement of the Related Series of Bonds will be met on such Payment Date following such transfer;

(L) Into each Unrelated subaccount of the Class II Special Redemption Account, on a proportionate basis with all other such Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by paragraph (K) of this Section 5.5(d)(i) as of such date;

(M) To the Authority, the amount of any reasonable and necessary Fiduciary Expenses with respect to the Related Series of Bonds previously incurred but not reimbursed to the Authority or reasonably anticipated to be payable in the following six months (or directly to the Fiduciaries, Fiduciary Expenses with respect to the Related Series of Bonds, when and as payable); provided, however, that in no event shall the aggregate of all Fiduciary Expenses with respect to the Related Series of Bonds paid directly to Fiduciaries or to the Authority under this paragraph (M) exceed any limitation set forth in the Related Series Indenture for any period;

(N) To the Authority, the amount of any reasonable and necessary Fiduciary Expenses with respect to Unrelated Series of Bonds, on a proportionate basis with all other Unrelated Series of Bonds or as otherwise directed by Authority Request, any deficiency resulting from the lack of moneys sufficient to make the deposit required by subsection (M) of this Section 5.5(d)(i) as of such date;

(O) Into the Related subaccount of the Class III Debt Service Fund (x) the amount, if any, needed to increase the amount in such subaccount to the aggregate amount of interest becoming due and payable on such Payment Date upon all Class III Bonds of the Related Series then Outstanding; plus (y) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of Principal Installments required to be paid for the Outstanding Related Class III Bonds on such Payment Date; plus (z) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount becoming due and payable on Outstanding Related Class III Auxiliary Obligations on such Payment Date; provided however, that if such Payment Date is not a date for the payment of a Principal Installment on Related Class III Bonds, such transfer shall include an amount that, if made

in substantially equal installments on each subsequent Payment Date to and including the next Payment Date that is a date for the payment of a Principal Installment on Related Class III Bonds, will equal the amount of the Principal Installments becoming due and payable on Outstanding Related Class III Bonds on the next following Payment Date;

(P) Into each Unrelated subaccount of the Class III Debt Service Fund, after making any transfer into such subaccount required by Section 5.7(c)(v) of this Master Indenture, on a proportionate basis with all such other Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by subsection (O) of this Section 5.5(d)(i) as of such date;

(Q) To the Authority, the amount of any reasonable and necessary Program Expenses with respect to the Related Series of Bonds previously incurred but not reimbursed to the Authority or reasonably anticipated to be payable in the following six months; provided, however, that in no event shall the aggregate of such amounts paid to the Authority, plus amounts paid to the Authority with respect to such Series of Bonds pursuant to subsections (K) and (L) above and plus all Fiduciary Expenses with respect to the Related Series of Bonds paid directly to Fiduciaries exceed any limitations set forth in the Related Series Indenture;

(R) To the Authority, the amount of any reasonable and necessary Program Expenses with respect to Unrelated Series of Bonds, on a proportionate basis with all other Unrelated Series of Bonds or as otherwise directed by Authority Request, any deficiency resulting from the lack of moneys sufficient to make the deposit required by subsection (Q) of this Section 5.5(d)(i) as of such date;

(S) Into (1) the Related subaccount of the Loan Recycling Account, at the election of the Authority evidenced by an Authority Certificate filed with the Trustee, but subject to the requirements of Section 5.4(b) of this Master Indenture, or (2) the Related subaccounts of the Redemption Fund, or any combination of (1) and (2) above at the election of the Authority evidenced by an Authority Certificate filed with the Trustee, the amount, if any, necessary to satisfy the Class III Asset Requirement of the Related Series of Bonds, calculated as of such next succeeding Payment Date and giving effect to such transfer;

(T) Into each Unrelated subaccount of the Redemption Fund, on a proportionate basis with all such other Unrelated subaccounts or as otherwise directed by Authority Request, the additional amount, if any, necessary (after the deposits required by subsection (S) above for the Related Series of Bonds) to satisfy the Class III Asset Requirement of such Unrelated Series of Bonds, calculated as of such next succeeding Payment Date and giving effect to such transfer, which amount shall be allocated to the applicable subaccount of the Class I Special Redemption Account, the Class II Special Redemption Account and the Class III Special Redemption Account on the basis of the relative ratios represented by the Aggregate Principal Amount Outstanding of the applicable Class I Bonds, Class II Bonds and Class III Bonds, respectively, to the Aggregate Principal Amount of all applicable Class I, Class II, and Class III Bonds Outstanding (for purposes of this subsection (T), “applicable” means Related to such Unrelated Series);

(U) Into the Related subaccount of the Class IV Debt Service Fund (x) the amount, if any, needed to increase the amount in such subaccount to the aggregate amount of interest becoming due and payable on such Payment Date upon all Class IV Bonds of the Related Series then Outstanding; plus (y) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of Principal Installments required to be paid for the Outstanding Related Class IV Bonds on such Payment Date; plus (§) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount becoming due and payable on Outstanding Related Class IV Auxiliary Obligations on such Payment Date;

(V) Into each Unrelated subaccount of the Class IV Debt Service Fund, after making the transfer into such subaccount required by Section 5.7(c)(vii) of this Master Indenture, on a proportionate basis with all other such Unrelated subaccounts or as otherwise directed by Authority Request, any deficiency in such subaccounts resulting from the lack of moneys sufficient to make the deposit required by subsection (U) of this Section 5.5(d)(i) as of such date; and

(W) Upon Authority Request, to the Related subaccount of the Loan Recycling Account, in order to finance or refinance Mortgage Loans or MBS, to the extent permitted by the applicable Series Indenture.

(ii) The Authority may direct the Trustee to make any of the above transfers more frequently than on the last Business Day prior to Payment Dates, in amounts proportionate to the frequency of transfers so directed.

(iii) Following such transfers, the balance, if any, in each subaccount of the Revenue Fund, or such lesser amount thereof as shall be requested by the Authority shall be paid to the Authority for the payment of Program Expenses or for any other purpose free and clear of the lien and pledge of the Indenture upon receipt of an Authority Request made within 30 days of such Payment Date. Any amount in each subaccount of the Revenue Fund not so paid to the Authority shall be transferred to the Related subaccounts of the Redemption Fund and allocated among the Related subaccounts of the Class I Special Redemption Account, the Class II Special Redemption Account and the Class III Special Redemption Account as provided in subsection (d)(i)(S) above or shall be transferred and allocated as set forth in an Authority Request, subject in each case to any limitations or requirements specified in the Related Series Indenture.

(iv) Prior to, but as close as practicable to, the latest date on which the Trustee would be permitted to give notice of a redemption to occur on a Payment Date from amounts deposited in the Redemption Fund pursuant to subsection (d)(i) of this Section, the Trustee shall calculate the amounts then on deposit in each subaccount of the Revenue Fund which would be transferred to the Related subaccounts of the Class I Debt Service Fund, the Class II Debt Service Fund, the Class III Debt Service Fund and the Class IV Debt Service Fund, and the Related subaccounts of the Redemption Fund, in accordance with the priorities and provisions of such subsection. Such amounts may be withdrawn from such subaccount of the Revenue Fund for application on or prior to the next succeeding Payment Date (A) upon receipt of an Authority Request, to the purchase in lieu of redemption in accordance with Section 3.6 of Related Class I Bonds, Class II Bonds, Class III Bonds or Class IV Bonds in amounts determined in accordance with subsection (d)(i) of this Section, (B) to the payment of accrued interest on Bonds being purchased pursuant to Section 3.6 or redeemed pursuant to Section 5.8 of this Master Indenture, or (C) to the redemption of Related Class I Bonds, Class II Bonds, Class III Bonds and Class IV Bonds on such Payment Date in the amounts determined in accordance with subsection (d)(i) of this Section.

(v) In the event Bonds are to be redeemed on a date other than a Payment Date, and to the extent moneys are not available in the Related subaccounts of the Class I Debt Service Fund, the Class II Debt Service Fund, the Class III Debt Service Fund or the Class IV Debt Service Fund to pay accrued interest on such redemption date for such Class I Bonds, Class II Bonds, Class III Bonds and Class IV Bonds, respectively, the Trustee shall

apply or cause the Paying Agent to apply available moneys in the Related subaccount of the Revenue Fund for the payment of such interest.

Section 5.6. Application of Class I Debt Service Fund.

(a) Amounts in each subaccount of the Class I Debt Service Fund shall be used and withdrawn by the Trustee solely for transfer to the Paying Agent (i) on each Payment Date for the purpose of paying the interest and Principal Installments on the Related Class I Bonds as the same shall become due and payable (including accrued interest on any Class I Bonds purchased or redeemed prior to maturity pursuant to the Indenture), (ii) on each Payment Date for the purpose of paying amounts due under Related Class I Auxiliary Obligations as the same shall become due and payable or (iii) on each purchase date for the purpose of paying the purchase price of Related Class I Bonds purchased in lieu of redemption by Related Class I Sinking Fund Installments.

(b) Amounts remaining in each subaccount of the Class I Debt Service Fund after all the Related Class I Obligations have been paid or funds have been set aside and held in trust for such payment shall be transferred to the Related subaccount of the Revenue Fund.

Section 5.7. Debt Service Reserve Fund.

(a) Upon the issuance, sale and delivery of a Series of Bonds pursuant to the Indenture, the Trustee shall deposit in the Related subaccount of the Debt Service Reserve Fund and in the Related subaccount of the Interest Reserve Account therein such amounts, if any, as shall be required by the provisions of the Related Series Indenture, which aggregate amount, together with the available amount of any Qualified Surety Bond or Bonds in the Debt Service Reserve Fund, shall be at least sufficient to equal the Debt Service Reserve Fund Requirement relating to such Series of Bonds, calculated after giving effect to the issuance of such Bonds. Moneys on deposit in the Related subaccount of the Interest Reserve Account shall at all times be deemed to be a part of the Related subaccount of the Debt Service Reserve Fund. Additional moneys may be deposited in the Related subaccount of the Debt Service Reserve Fund in accordance with Section 5.5(d) of this Master Indenture.

(b) On or prior to each Payment Date, the Trustee shall calculate the amount of the Debt Service Reserve Fund Requirement for each Series of Bonds as of the next succeeding Payment Date and shall determine the amount, if any, which would then be in the Related subaccount of the Debt Service Reserve Fund (other than amounts attributable to accrued, but unrealized interest purchased on Investment Securities) is in excess of such Requirement, shall notify the Authority of such excess amount and shall, unless otherwise instructed by an Authority Request, transfer such excess amount from the Related subaccount of the Debt Service Reserve Fund, other than the Related subaccount of the Interest Reserve Account therein, to the Related subaccount of the Revenue Fund; provided, however, that if such excess is attributable to amounts invested

in Qualified Mortgage Loan Backed Securities, such excess may, at the option of the Authority, be retained in the Debt Service Reserve Fund.

(c) On the last Business Day prior to each Payment Date or more frequently if required by a Series Indenture, and in each case in conjunction with the transfers, deposits and payments to be made pursuant to Section 5.5(d)(i), the Trustee shall transfer from each subaccount of the Debt Service Reserve Fund (including from the Interest Reserve Account as provided below) to the specified subaccounts of other Funds or Accounts the following amounts (from any cash, Investment Securities or Qualified Surety Bonds therein), in the following order of priority, the requirements of each such transfer to be satisfied, and the results of such satisfaction being taken into account, before any payment or transfer is made subsequent in priority:

(i) In the event that the amount transferred to any subaccount of the Class I Debt Service Fund pursuant to subsection 5.5(d)(i)(C) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Class I Obligations on the next succeeding Payment Date, the Trustee shall transfer first from the Related subaccount of the Interest Reserve Account, and then if and to the extent necessary from the Related subaccount of the Debt Service Reserve Fund, to such subaccount of the Class I Debt Service Fund the amount of such insufficiency.

(ii) In the event that the amount transferred to any subaccount of the Class I Debt Service Fund pursuant to subsection 5.5(d)(i)(D) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Class I Obligations on the next succeeding Payment Date, the Trustee shall transfer from Unrelated subaccounts in the Debt Service Reserve Fund on a proportionate basis or as otherwise directed by Authority Request, first from subaccounts of the Interest Reserve Account, and then if and to the extent necessary from subaccounts of the Debt Service Reserve Fund, to such subaccount of the Class I Debt Service Fund the amount of such insufficiency.

(iii) In the event that the amount transferred to any subaccount of the Class II Debt Service Fund pursuant to subsection 5.5(d)(i)(G) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Class II Obligations on the next succeeding Payment Date, the Trustee shall transfer first from the Related subaccount of the Interest Reserve Account, and then if and to the extent necessary from the Related subaccount of the Debt Service Reserve Fund, to such subaccount of the Class II Debt Service Fund the amount of such insufficiency.

(iv) In the event that the amount transferred to any subaccount of the Class II Debt Service Fund pursuant to subsection 5.5(d)(i)(H) is insufficient to pay the interest and Principal Installments, if any, and other

amounts, if any, due on Related Class II Obligations on the next succeeding Payment Date, the Trustee shall transfer from Unrelated subaccounts in the Debt Service Reserve Fund, on a proportionate basis or as otherwise directed by Authority Request, first from subaccounts of the Interest Reserve Account, and then if and to the extent necessary from subaccounts in the Debt Service Reserve Fund, to such subaccount of the Class II Debt Service Fund, the amount of such insufficiency.

(v) In the event that the amount transferred to any subaccount of the Class III Debt Service Fund pursuant to subsection 5.5(d)(i)(O) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Class III Obligations on the next succeeding Payment Date, the Trustee shall transfer first from the Related subaccount of the Interest Reserve Account and then if and to the extent necessary from the Related subaccount of the Debt Service Reserve Fund to such subaccount of the Class III Debt Service Fund the amount of such insufficiency; provided, however, that no such transfer may result in (A) the amount on deposit in the Related subaccount of the Debt Service Reserve Fund being reduced to an amount less than any minimum deposit specified in the Related Series Indenture or (B) a failure to meet the Related Class II Asset Requirement.

(vi) In the event that the amount transferred to any subaccount of the Class III Debt Service Fund pursuant to subsection 5.5(d)(i)(P) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Class III Obligations on the next succeeding Payment Date, the Trustee shall transfer from Unrelated subaccounts in the Debt Service Reserve Fund on a proportionate basis or as otherwise directed by Authority Request, first from subaccounts in the Interest Reserve Account, and then if and to the extent necessary from subaccounts in the Debt Service Reserve Fund, to such subaccount of the Class III Debt Service Fund the amount of such insufficiency; provided, however, that no such transfer may result in (A) the amount on deposit in a subaccount of the Debt Service Reserve Fund being reduced to an amount less than any minimum deposit specified in the Related Series Indenture or (B) a failure to meet the Related Class II Asset Requirement.

(vii) In the event that the amount transferred to any subaccount of the Class IV Debt Service Fund pursuant to subsection 5.5(d)(i)(U) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any due on Related Class IV Obligations on the next succeeding Payment Date, the Trustee shall transfer from first the Related subaccount of the Interest Reserve Account and then if and to the extent necessary the Related subaccount of the Debt Service Reserve Fund to such subaccount of the Class IV Debt Service Fund the amount of such insufficiency; provided, however, that no such transfer may result in (A) the amount on deposit in the

Related subaccount of the Debt Service Reserve Fund being reduced to an amount less than any minimum deposit specified in the Related Series Indenture or (B) a failure to meet the Related Class III Asset Requirement.

(viii) In the event that the amount transferred to any subaccount of the Class IV Debt Service Fund pursuant to subsection 5.5(d)(i)(V) is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Class IV Obligations on the next succeeding Payment Date, the Trustee shall transfer from Unrelated subaccounts in the Debt Service Reserve Fund on a proportionate basis or as otherwise directed by Authority Request, first from subaccounts in the Interest Reserve Account, and then if and to the extent necessary from subaccounts in the Debt Service Reserve Fund to such subaccount of the Class IV Debt Service Fund the amount of such insufficiency; provided, however, that no such transfer may result in (A) the amount on deposit in a subaccount of the Debt Service Reserve Fund being reduced to an amount less than any minimum deposit specified in the Related Series Indenture or (B) a failure to meet the Related Class III Asset Requirement.

Section 5.8. Redemption Fund; Cross-Calls and Recycling.

(a) Moneys deposited in the subaccounts of the Redemption Fund shall be applied by the Trustee to the purchase or applied by the Paying Agent (if directed by the Trustee) to the redemption of Bonds in accordance with the provisions of Article III, this Section 5.8 and each Related Series Indenture.

(b) Except as set forth in this Section 5.8 or in the Related Series Indenture, moneys deposited in a subaccount of the Class I Special Redemption Account pursuant to Section 5.5 of this Master Indenture or pursuant to the Related Series Indenture, shall be applied to the extent practicable by the Paying Agent on the earliest practicable date to redeem Related Class I Bonds. Any amounts remaining in such Class I Special Redemption Account after all Class I Bonds of the Related Series have been paid shall be transferred to the Related subaccount of the Revenue Fund.

(c) Except as set forth in this Section 5.8 or in the Related Series Indenture, moneys deposited in a subaccount of the Class II Special Redemption Account pursuant to Section 5.5 of the Indenture or pursuant to the Related Series Indenture shall be applied to the extent practicable by the Paying Agent on the earliest practicable date to redeem Related Class II Bonds. Any amounts remaining in such Class II Special Redemption Account after all Class II Bonds of the Related Series have been paid shall be transferred to the Related subaccount of the Revenue Fund.

(d) Except as set forth in this Section 5.8 or in the Related Series Indenture, moneys deposited in a subaccount of the Class III Special Redemption Account pursuant to Section 5.5 of the Indenture or pursuant to the Related Series Indenture shall be applied to the extent practicable by the Paying Agent on the earliest

practicable date to redeem Related Class III Bonds. Any amounts remaining in such Class III Special Redemption Account after all Class III Bonds of the Related Series have been paid shall be transferred to the Revenue Fund.

(e) Except as set forth in this Section 5.8 or in the Related Series Indenture, moneys deposited in a subaccount of the Class IV Special Redemption Account pursuant to Section 5.5 of the Indenture or pursuant to the Related Series Indenture shall be applied to the extent practicable by the Paying Agent on the earliest practicable date to redeem Related Class IV Bonds. Any amounts remaining in such Class IV Special Redemption Account after all Class IV Bonds of the Related Series have been paid shall be transferred to the Revenue Fund.

(f) Notwithstanding anything contained herein to the contrary, the Authority may by the delivery of an Authority Request to the Trustee at any time prior to the transmission of notices of redemption, instruct the Trustee to transfer moneys on deposit in a subaccount of an Account in the Redemption Fund to another subaccount of the same Account in the Redemption Fund to be applied as provided herein to the redemption of the same Class of Bonds of a different Series. Each such Authority Request (i) shall certify that it is consistent with the most recently filed Related Cash Flow Statement (which may, if necessary, link the Related Series) and not prohibited by the Related Series Indentures and (ii) shall be accompanied by evidence of the satisfaction of all Asset Requirements for the Related Series.

(g) In addition, notwithstanding anything contained herein to the contrary, the Authority may by the delivery of an Authority Request to the Trustee at any time prior to the giving of notice of redemption, instruct the Trustee to transfer moneys on deposit in a subaccount of an Account in the Redemption Fund to a Related or an Unrelated subaccount of the Acquisition Account to be applied as provided in Section 5.2. Each such Authority Request (i) shall certify that it is consistent with the most recently filed Related Cash Flow Statement and not prohibited by the Related Series Indenture and (ii) shall be accompanied by evidence of the satisfaction of all Asset Requirements for the Related Series.

Section 5.9. Application of Class II Debt Service Fund.

(a) Amounts in each subaccount of the Class II Debt Service Fund shall be used and withdrawn by the Trustee for transfer to the Paying Agent (i) on each Payment Date for the purpose of paying first the interest and then Principal Installments on the Related Class II Bonds as the same become due and payable (including accrued interest on any such Class II Bonds redeemed or purchased prior to maturity pursuant to the Indenture), (ii) on each Payment Date for the purpose of paying amounts due under Related Class II Auxiliary Obligations as the same shall become due and payable or (iii) on each purchase date for the purpose of paying the purchase price of Related Class II Bonds purchased in lieu of redemption by Class II Sinking Fund Installments.

(b) Amounts remaining in each subaccount of the Class II Debt Service Fund after all the Related Class II Obligations have been paid or funds have been set aside and held in trust for such payment shall be transferred to the Related subaccount of the Revenue Fund.

Section 5.10. Application of Class III Debt Service Fund.

(a) Amounts in each subaccount of the Class III Debt Service Fund shall be used and withdrawn by the Trustee for transfer to the Paying Agent (i) on each Payment Date for the purpose of paying first the interest and then Principal Installments on the Related Class III Bonds as the same become due and payable (including accrued interest on any such Class III Bonds redeemed or purchased prior to maturity pursuant to the Indenture), (ii) on each Payment Date for the purpose of paying amounts due under Related Class III Auxiliary Obligations as the same shall become due and payable or (iii) on each purchase date for the purpose of paying the purchase price of Related Class III Bonds purchased in lieu of redemption by Class III Sinking Fund Installments.

(b) Amounts remaining in each subaccount of the Class III Debt Service Fund after all the Related Class III Obligations have been paid or funds have been set aside and held in trust for such payment shall be transferred to the Related subaccount of the Revenue Fund.

Section 5.11. Application of Class IV Debt Service Fund.

(a) Amounts in each subaccount of the Class IV Debt Service Fund shall be used and withdrawn by the Trustee for transfer to the Paying Agent (i) on each Payment Date for the purpose of paying first the interest and then Principal Installments on the Related Class IV Bonds as the same become due and payable (including accrued interest on any such Class IV Bonds redeemed or purchased prior to maturity pursuant to the Indenture), (ii) on each Payment Date for the purpose of paying amounts due under Related Class IV Auxiliary Obligations as the same shall become due and payable or (iii) on each purchase date for the purpose of paying the purchase price of Related Class IV Bonds purchased in lieu of redemption by Class IV Sinking Fund Installments.

(b) Amounts remaining in each subaccount of the Class IV Debt Service Fund after all the Related Class IV Obligations have been paid or funds have been set aside and held in trust for such payment shall be transferred to the Related subaccount of the Revenue Fund.

Section 5.12. Rebate Fund. To the extent required by Section 6.17 of this Master Indenture, all of the amounts on deposit in the Related subaccounts of the Funds and Accounts with respect to Tax-exempt Bonds and all amounts pledged to Debt Service Payments on the Related Series of Tax-exempt Bonds pursuant to the Indenture, (i) shall be invested in compliance with the procedures established by the Related Series Indentures and Authority Certificates delivered in connection therewith, and (ii) to the extent required by such Authority Certificates, the investment earnings thereon shall be deposited from time to time into the

Related subaccount of the Rebate Fund for timely payment of the Related Rebate Requirement. Amounts on deposit in the Rebate Fund shall not be subject to the lien and pledge of the Indenture to the extent such amounts constitute the Rebate Requirement. The Authority shall verify or cause to be verified at least annually from the date of delivery of each Series of Tax-exempt Bonds that (i) all requirements of this Section 5.12 have been met on a continuing basis, (ii) the proper amounts are deposited into each subaccount of the Rebate Fund, and (iii) the timely payment of the Rebate Requirement from each subaccount of the Rebate Fund has been made. Upon receipt of an opinion of Bond Counsel that the balance in any subaccount of the Rebate Fund is in excess of the amount required to be included therein, such excess shall be transferred to the Revenue Fund. Records of the determinations made with respect to the above covenant and each subaccount of the Rebate Fund shall be retained by the Authority until six years after the retirement of all of the Bonds of the Related Series.

Section 5.13. Excess Earnings Fund. All amounts in a subaccount of the Excess Earnings Fund, including all investment earnings thereon, shall remain therein until transferred or paid by the Trustee to such other Fund or the United States Department of the Treasury or for such other purpose, as the Authority shall specify, upon receipt by the Trustee of (a) an Authority Request directing the Trustee to so transfer or pay a specified amount, and (b) a written opinion of Bond Counsel to the effect that any such transfer or payment, upon satisfaction of any conditions set forth in such opinion (e.g., forgiveness of indebtedness on all or a portion of the Mortgage Loans or related MBS), would not cause interest on such Bonds to be includable in the gross income of the Owners thereof for federal income tax purposes. Upon receipt of an opinion of Bond Counsel that the balance in a subaccount of the Excess Earnings Fund is in excess of the amount required to be included therein, such excess shall be transferred to the Revenue Fund. Moneys in a subaccount of the Excess Earnings Fund may be used to purchase Mortgage Loans or MBS in the Related subaccount of the Acquisition Account or the Loan Recycling Account, at a purchase price equal to the unpaid balances of the principal amounts of such Mortgage Loans or MBS plus accrued interest, if any, thereon, and any unamortized premium, and any such Mortgage Loans or MBS so purchased shall be credited to such subaccount of the Excess Earnings Fund. Mortgage Loans or MBS in a subaccount of the Excess Earnings Fund may be exchanged for Mortgage Loans or MBS in the Related subaccount of the Acquisition Account or the Loan Recycling Account having an aggregate principal balance not less than the aggregate principal balance of such Mortgage Loans or MBS in such subaccount of the Excess Earnings Fund, upon receipt by the Trustee of an Authority Request specifying the Mortgage Loans or MBS to be so exchanged. If, on the final maturity of all of a Series, there is a balance in a subaccount of the Excess Earnings Fund which is allocated to payments related to such Series, and the Trustee has not received directions meeting the requirements of the preceding sentence for the disposition of such balance, the Trustee shall obtain an opinion of Bond Counsel as to the purposes, if any, to which such balance may be applied without adversely affecting the federal income tax status of interest on such Bonds, and shall thereafter dispose of such balance in accordance with such opinion. Records of the calculation of Excess Earnings and the Excess Earnings Fund shall be retained by the Authority until six years after the retirement of all of the Bonds of the Related Series.

Section 5.14. Application of Authority Payment Accounts.

(a) If, following transfers made pursuant to Sections 5.5 and 5.7(c), there are not sufficient moneys or any moneys allocated to pay all interest or any other required payment due and payable on any General Obligation or to pay any Principal Installment on any General Obligation, the Trustee shall immediately notify the Authority in writing of the amount of such insufficiency and shall request from the Authority an immediate deposit of legally available funds equal to such insufficiency. The Authority shall pay to the Trustee (from the Authority's other general revenues or moneys legally available therefor, subject only to agreements made or to be made with holders of notes, bonds or other obligations pledging particular revenues or moneys for the payment thereof) for deposit in the Related subaccounts of the Authority Payment Account the amount of such insufficiency. If the amount provided by the Authority is less than the amount of such insufficiency, any shortfall shall be allocated pro rata among the holders of the Related General Obligations in proportion to the amounts then due and payable on such Bonds.

(b) Amounts deposited with the Trustee by the Authority pursuant to paragraph (a) shall be deposited into the respective subaccounts of the Authority Payment Accounts for the General Obligations for which such amounts are provided. Amounts in such subaccounts shall only be used to pay interest or Principal Installments or other amounts due and payable on the Related General Obligations and may not be transferred to any Debt Service Fund for Bonds or Auxiliary Obligations which are not General Obligations or to any other Fund or Account for any reason.

Section 5.15. Investment of Moneys Held by the Trustee.

(a) Moneys in all Funds and Accounts held by the Trustee shall be invested to the fullest extent possible in Investment Securities, in accordance with directions given to the Trustee in an Authority Request or Certificate; provided that the maturity date or the date on which such Investment Securities may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Funds or Accounts for which the investments were made will be required for the purposes thereof.

(b) Amounts credited to any Fund or Account may be invested, together with amounts credited to one or more other Funds or Accounts, in the same Investment Security or Investment Securities, provided that each such investment complies in all respects with the provisions of this Section 5.15 as they apply to each Fund or Account for which the joint investment is made, the Trustee maintains separate records for each Fund and Account and such investments are accurately reflected therein and amounts credited to the Rebate Fund and the Excess Earnings Fund may be invested together with amounts credited to any other Fund or Account. The maturity date or the date on which Investment Securities may be redeemed at the option of holder thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the Funds or Accounts for which the investments were made will be required for the purposes provided in the Indenture.

(c) The Trustee may make any investment permitted by this Section 5.15 with or through its own bond department, commercial banking department or commercial paper department or with investment companies for which the Trustee or its affiliates may provide advisory, administrative, custodial or other services for compensation.

(d) In computing the amount in any Fund or Account, Investment Securities shall be valued at par or, if purchased at other than par, at their Amortized Value, in either event inclusive of accrued interest purchased, and Mortgage Loans and MBS shall be valued at 100% of the outstanding principal balance thereof unless such Mortgage Loans are in default for more than 60 days as of the date of computation, in which event such Mortgage Loans (and any related MBS) shall be valued at the Authority's estimated net Prepayment from the proceeds of mortgage insurance or the Authority's estimated net proceeds of foreclosure proceedings or other action with respect to a defaulted Mortgage Loan.

(e) Except as otherwise specifically provided in the Indenture, the income or interest earned by, or gain to, all Funds and Accounts due to the investment thereof shall be transferred by the Trustee upon receipt thereof to the Related subaccount of the Revenue Fund, in accordance with Section 5.5 except that no such transfer shall be made from, and such income, interest or gain (as described above) shall be retained in, the Debt Service Reserve Fund, unless after giving effect to the transfer the amount therein at least equals the aggregate Debt Service Reserve Fund Requirement.

(f) The Trustee shall sell at the best price obtainable, or present for redemption, any Investment Security whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account for which such investment was made.

Section 5.16. Liability of Trustee for Investments. The Trustee shall not be liable or responsible for the making of any investment authorized by the provisions of this Article V in the manner provided in this Article V or for any loss resulting from any such investment so made, except for its own negligence.

(End of Article V)

ARTICLE VI

PARTICULAR COVENANTS OF THE AUTHORITY

The Authority covenants and agrees with the Trustee and the Bondowners of the Bonds as follows:

Section 6.1. Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid, but in strict conformity with the terms of the Bonds and the Indenture, the principal or Redemption Price of every Bond and the interest thereon at the dates and places and in the manner mentioned in the Bonds according to the true intent and meaning thereof.

Section 6.2. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest or by any other arrangement. Notwithstanding the foregoing, the Owner of any Bond may extend the time for payment of the principal of or interest on such Bond; provided, however, that upon the occurrence of an Event of Default, funds available hereunder for the payment of the principal of and interest on the Bonds shall not be applied to any payment so extended until all principal and interest payments which have not been extended have first been paid in full. Nothing herein shall be deemed to limit the right of the Authority to issue Refunding Bonds, and such issuance shall not constitute an extension of maturity of Bonds.

Section 6.3. Further Assurances. At any and all times the Authority, so far as it may be authorized by law, shall make, do, execute, acknowledge and deliver, all and every such further acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning and confirming all and singular the rights, Revenues and other moneys, securities and property, including, without limitation, the Mortgage Loans and MBS and all rights therein, pledged or assigned by the Indenture, or intended so to be, or which the Authority may become bound to pledge or assign.

Section 6.4. Power to Issue Bonds and Pledge Revenues and Other Funds. The Authority is duly authorized under all applicable laws to issue the Bonds and to execute and deliver this Master Indenture and to pledge the Revenues and other moneys, securities, rights and interests purported to be pledged in the manner and to the extent provided herein and in any Series Indenture. The Revenues and other moneys, securities, rights and interests so pledged are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto (other than liens of Fiduciaries) prior to, or of equal rank with, the pledge created by the Indenture and all action on the part of the Authority to that end has been and will be duly and validly taken. The Bonds and the provisions of the Indenture are and will be the valid and binding obligations of the Authority enforceable in accordance with their terms and the terms of the Indenture, subject to State and Federal bankruptcy, insolvency, and other similar laws affecting the enforcement of creditors' rights and the availability of equitable remedies. The Authority, to the extent permitted by law, at all times shall defend, preserve and protect the pledge of the Revenues and other moneys, securities, rights and interests pledged under the

Indenture and all the rights of the Bondowners under the Indenture against all claims and demands of all persons whomsoever.

Section 6.5. Use of Bond Proceeds. The Authority will use the proceeds of Bonds and any other moneys deposited in the Funds and Accounts only in accordance with the provisions of the Indenture. All Bond proceeds and other moneys deposited in the Program Fund, except as otherwise provided in the Indenture, shall be used only to make or purchase Mortgage Loans.

Section 6.6. Program Covenants.

(a) The Authority from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act and with the provisions of the Indenture, shall use and apply the proceeds of the Bonds and other moneys deposited in the Acquisition Account and any moneys deposited in the Loan Recycling Account for the purposes provided herein, and consistent with sound banking practices and principles shall do all such acts and things necessary to receive and collect Revenues and shall diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of the Authority for the enforcement of all terms, covenants and conditions of Mortgage Loans and MBS.

(b) In making, purchasing and servicing the Mortgage Loans, the Authority shall comply with the terms and provisions of any applicable Mortgage Purchase Agreements and any applicable Servicing Agreements.

(c) The Authority shall file with the Trustee with each direction to purchase Mortgage Loans, a schedule of Mortgage Loans to be made or purchased by the Trustee identifying the same by reference to the Authority loan number, the party (if applicable) from whom the Mortgage Loan will be purchased, the name of the Borrower, the principal amount due on the Mortgage Loan and the date through which interest has been paid by the Borrower, the interest rate (if any) on the Mortgage Loan and the term of the Mortgage Loan.

(d) The Authority shall maintain an account for each Mortgage Lender having entered into a Mortgage Purchase Agreement with the Authority and shall record therein a description of each Mortgage Loan purchased from such Mortgage Lender.

(e) Nothing in the Indenture shall be construed to prohibit the Authority from causing a Mortgage Lender to repurchase a Mortgage Loan in accordance with the applicable Mortgage Purchase Agreement.

(f) The terms of each Mortgage Purchase Agreement shall be reasonably designed to assure that each Mortgage Loan financed in whole or in part with the proceeds of Tax-exempt Bonds and purchased by the Authority pursuant thereto or serviced thereunder meets applicable requirements, if any, under Section 143 of the Code as in effect or as otherwise applicable with respect to such Mortgage Loan.

Section 6.7. Mortgage Loans. No Mortgage Loan shall be made or purchased by the Authority, and no MBS shall be acquired by the Authority with respect to a Mortgage Loan, unless (i) the Mortgage Loan complies with, and is in fulfillment of the purposes of, the Act including the requirement that such Mortgage Loan have been made to an Eligible Borrower, and (ii) except to the extent, if any, that a variance is required as a condition to the insurance or guaranty of such Mortgage Loan, such Mortgage Loan complies with the following conditions:

(a) The Mortgage shall be executed and recorded in accordance with the requirements of existing laws.

(b) The Mortgage (except for any Second Mortgage) is the subject of a title insurance policy in an amount at least equal to the outstanding principal amount of the Mortgage Loan, insuring that the Mortgage constitutes a valid lien, subject only to liens for taxes and assessments and Permitted Liens and Encumbrances on the real property with respect to which the Mortgage Loan is secured ; provided, however, that the Authority may finance a Mortgage Loan prior to the issuance of such title insurance policy so long as there shall have been issued by the title insurance company a commitment therefor in customary form. As used in this Master Indenture, "Permitted Liens and Encumbrances" means liens, encumbrances, reservations, easements and other imperfections of title normally acceptable to any governmental or private insurer insuring or guaranteeing such Mortgage Loan and to prudent mortgage lenders, or which, in the judgment of the Authority, shall not materially impair the use or value of the premises or as to which appropriate steps, in the judgment of the Authority, have been taken to secure the interest of the Authority.

(c) The Mortgage Loan is subject to such mortgage insurance or guaranty as may be required by the Related Series Indenture; provided, however, that (i) the Authority may finance a Mortgage Loan prior to actual issuance of the policy of mortgage insurance or guaranty so long as: (1) there shall have been issued by the mortgage insurer a commitment in customary form to issue mortgage insurance with respect to such Mortgage Loan to the extent referred to above; and (2) the Mortgage Loan satisfies all other requirements of this Section 6.7; and (ii) no Mortgage Loan subject to any particular type of mortgage insurance (such as private mortgage insurance or a United States Department of Veterans Affairs ("VA") guaranty) shall be purchased by the Authority if such purchase would result in the aggregate amount of Mortgage Loans subject to such particular type of mortgage insurance exceeding any applicable limitation set forth in the Related Series Indenture.

(d) Either (i) the Mortgage Loan requires escrow payments with respect to all taxes, assessments, prior liens, insurance premiums and other charges, to the extent actually charged or assessed, and in case of default in the payment thereof when the same shall be due and payable, it shall be lawful for the Authority to pay the same or any of them (in which event the moneys paid by the Authority in discharge of taxes, assessments, prior liens, insurance premiums and other charges and prior liens shall be added to the amount of the Mortgage Loan and secured by the Mortgage payable on

demand with interest (if applicable) at the rate applicable under the Mortgage Loan from and after maturity, from time of payment of the same); or (ii) reasonable alternative arrangements for the payment of such taxes, assessments, prior liens, insurance premiums and other charges are made which are satisfactory to the Authority.

(e) The Residential Housing (and other buildings on the premises) with respect to which the Mortgage Loan is made is insured, as and to the extent required by the Authority to protect its interest and with the Authority designated as the loss payee as its interest may appear, against loss or damage by (i) fire, lightning and other hazards, with a uniform standard extended coverage endorsement; and (ii) flooding, if the Residential Housing is located in an area designated by or on behalf of the Government as having specific flood hazards; and the Borrower is obligated to reimburse the Mortgage Lender or the Authority for any premiums paid for insurance made by or on behalf of the Mortgage Lender or the Authority on the Borrower's default in so insuring.

(f) If Mortgage Loans are acquired by the Authority and held temporarily in its general fund prior to transfer to the Trust Estate, such Mortgage Loans may be transferred to the Trust Estate if such loans satisfied the Indenture and Program requirements as of the date of purchase into the Authority's general fund.

(g) The Mortgage Loan is secured by a Mortgage, the terms of which, in light of the applicable law in effect at the time such Mortgage is executed, are reasonably designed to assure the ability of the Authority to satisfy applicable requirements, if any, under Section 143 of the Code as in effect or as otherwise applicable with respect to such Mortgage Loan.

Section 6.8. Enforcement of Mortgage Loans and Servicing Agreements.

(a) The Authority shall enforce diligently and take or cause to be taken all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage Loans and MBS consistent with sound lending practices and principles and applicable requirements under the Code, including the prompt payment of all Mortgage Repayments and all other amounts due the Authority thereunder. The Authority shall not without good cause release the obligations of any Borrower under any Mortgage Loan or of the Servicer under the Servicing Agreement and shall not consent or agree to or permit any amendment or modification of the economic terms of any Mortgage Loan except with respect to a Mortgage Loan in default (or which, with the giving of notice or the passage of time or both, would be in default), and to the extent permitted by law, at all times shall defend, enforce, preserve and protect the rights and privileges of the Authority, the Trustee and the Bondowners under or with respect to all Mortgage Loans and MBS, the obligations evidencing such Mortgage Loans and the agreements securing such Mortgage Loans and MBS and the Servicing Agreement relating thereto; provided, however, that nothing in this Section 6.8 shall be construed to prevent the Authority from: (i) settling a default on any Mortgage Loan on such terms as the Authority shall determine to be in the best interests of the Authority and

the Bondowners; (ii) releasing any Borrower, Servicer or any other Person from, or waiving, any of such Person's obligations under the respective Mortgage Loan, any agreement with respect to security therefor or Servicing Agreement to the extent necessary to comply with the provisions of Section 6.17 of this Master Indenture or to the extent required by the governmental or private insurer or guarantor, if any, of such Mortgage Loan; or (iii) releasing any mortgagor in connection with an assumption of a Mortgage Loan as permitted in accordance with the requirements of any governmental or private insurer or guarantor.

(b) Whenever it shall be necessary in order to protect and enforce the rights of the Authority under a Mortgage Loan and to protect and enforce the rights and interests of the Trustee and Bondowners under the Indenture, the Authority shall take necessary actions to realize on any applicable mortgage insurance on such Mortgage Loan and to collect, sell or otherwise dispose of the property secured by the Mortgage and, if the Authority deems such to be advisable, shall bid for and purchase the property secured by the Mortgage at any sale thereof and take possession of such property. As an alternative to foreclosure proceedings, the Authority may take such other action as may be appropriate to acquire and take possession of the mortgaged property, including without limitation, acceptance of a conveyance in lieu of foreclosure.

(c) The Authority shall request payment of governmental insurance or guaranty benefits in cash and not in debentures of such governmental insurer or guarantor in any case where, under government regulations, it is permitted to request such debentures as payment with respect to a defaulted Mortgage Loan, provided that the Authority may request payment in debentures if it files with the Trustee a Cash Flow Statement. The Authority shall take all necessary actions so as to receive payment from any governmental insurer or guarantor of the maximum amount of insurance or guaranty benefits on the earliest possible date.

Section 6.9. Assignment or Disposition of Mortgage Loans. Following the acquisition of a Mortgage Loan by the Trustee, the Authority shall not sell, assign, transfer, pledge or otherwise dispose of or encumber any Mortgage Loan or any of the rights of the Authority with respect to any Mortgage Loan or arising out of the Mortgage or the other obligations evidencing or securing any Mortgage Loan except a Mortgage Loan in default, unless the Authority determines that such sale, assignment, transfer or other disposition would not have a material adverse effect on the ability of the Authority to pay the principal of and interest on the Outstanding Bonds. No Bonds shall be redeemed from the proceeds of the sale of Mortgage Loans, other than Mortgage Loans in default, except in accordance with the optional redemption provisions with respect to such Bonds.

Section 6.10. Amendment of Mortgage Loans and MBS. The Authority shall not consent or agree to or permit any amendment or modification of the financial terms of any Mortgage Loan or MBS in any manner that would have a material adverse effect on the ability of the Authority to pay the principal of and interest on the Outstanding Bonds.

Section 6.11. Power as to Mortgage Loans. The Authority has, and will have so long as any Bonds are Outstanding, lawful power to collect and hold Mortgage Repayments and Prepayments with respect to all Mortgage Loans.

Section 6.12. Revenues. The Authority at all times shall charge and collect Mortgage Repayments and other amounts with respect to Mortgage Loans in amounts sufficient to provide Mortgage Revenues which, together with any other moneys estimated by the Authority to be available therefor (including Prepayments and Interest Rate Contract Revenues but excluding the Rebate Requirement and any Excess Earnings), are estimated to be at least sufficient in each Bond Year for the payment of the sum of:

- (a) an amount equal to the Aggregate Debt Service (including the originally scheduled amount of any Class I Sinking Fund Installments, Class II Sinking Fund Installments, Class III Sinking Fund Installments and Class IV Sinking Fund Installments) for such Bond Year on all Bonds and Related Auxiliary Obligations Outstanding; and
- (b) Program Expenses during such Bond Year, as projected by the Authority.

Section 6.13. Cash Flow Statement. The Authority shall file Cash Flow Statements at such times as may be required pursuant to the provisions of the Indenture. Whenever an event occurring or action to be taken under the Indenture is required to be “consistent with” a Cash Flow Statement, such event or action must be substantially the same as, or within the range of, the events or actions that were projected or assumed by such Cash Flow Statement to occur or be taken. For any Cash Flow Statement delivered after the issuance of the Related Series, the projections or assumptions as to future results of operation of the Program may include the scenarios covered by, and the material assumptions made in connection with, the Cash Flow Statement delivered in connection with the issuance of such Series, if the actual results of operation of the Program have not materially deviated from such projections or assumptions. Projections and assumptions may include, but are not limited to, the following:

- (a) the range of Mortgage Loan and MBS terms and the terms of purchase thereof;
- (b) the maximum assumed delay in receipt of Mortgage Loan payments after scheduled due dates;
- (c) the range of rates of prepayment of Mortgage Loans and MBS;
- (d) the extent to which amounts from the Redemption Fund may or may not be transferred to the Program Fund;
- (e) the range of periods of time that amounts may be on deposit in Program Fund before transfer to the Redemption Fund;

(f) the investment return on amounts invested hereunder other than in Mortgage Loans and MBS; and

(g) the order of redemption of Bonds.

Section 6.14. Accounts and Reports.

(a) The Authority shall keep proper books of record and account (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions relating to the Program and the Funds and Accounts established by the Indenture. Such books, and all other books and papers of the Authority and such Funds and Accounts shall at all times be subject to the inspection of the Trustee and the Owners of an aggregate of not less than 5% in principal amount of Bonds then Outstanding or their representatives duly authorized in writing.

(b) The Authority shall cause to be kept and maintained proper books of account, in which full, true and correct entries will be made, in accordance with generally accepted accounting principles, of all transactions of or in relation to the business of the Authority, and after the end of each Fiscal Year shall cause such books of account to be audited by a certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, selected by the Authority, who is independent and not under the domination of the Authority, who does not have any substantial interest, direct or indirect, in the Authority, which audit shall be completed as soon as possible after the end of each Fiscal Year but in any event within 180 days thereafter. A copy of each annual balance sheet, statement of revenues, expenses and changes in retained earnings and statement of cash flows, showing in reasonable detail the financial condition of the Authority as of the close of each Fiscal Year, and summarizing in reasonable detail the income and expenses for the Fiscal Year, shall be filed promptly with the Trustee and with each Rating Agency. The Trustee shall have no liability for the accuracy of any financial information provided by the Authority and shall have no duty or obligation to review any information provided to it hereunder.

(c) The reports, statements and other documents required to be furnished to the Trustee pursuant to any provision of the Indenture shall be available for the inspection of Owners of Bonds at the principal corporate trust office of the Trustee and a copy of the audited financial statements of the Authority shall be transmitted to each Owner of Bonds who shall file a written request therefor with the Authority.

Section 6.15. Creation of Liens. The Authority shall not issue any bonds or other evidences of indebtedness, other than the Bonds and Auxiliary Obligations, secured by a pledge of the Revenues or of the moneys, securities, rights and interests pledged or held or set aside by the Authority or by any Fiduciary under the Indenture and shall not create or cause to be created, other than by the Indenture, any lien or charge on the Revenues or such moneys, securities, rights or interests; provided, however, that nothing in the Indenture shall prevent the Authority from issuing (i) evidences of indebtedness secured by a pledge of Revenues to be derived after the pledge of the Revenues provided in the Indenture shall be discharged and satisfied as provided in

Article XII of this Master Indenture; or (ii) notes, bonds or other obligations of the Authority not secured under the Indenture; or (iii) notes or bonds or other obligations which are General Obligations of the Authority under the Act.

Section 6.16. Personnel. The Authority at all times shall appoint, retain and employ competent personnel or contract for such personnel for the purpose of administering the Program and owning and servicing the Mortgage Loans and MBS in accordance with the provisions of the Indenture, and all persons employed by the Authority shall be qualified for their respective positions, all in accordance with law.

Section 6.17. Tax Covenants. The Authority covenants for the benefit of the Owners of each Series of Bonds the interest on which is intended to be excluded from the gross income of the Owners thereof for federal income tax purposes that it will not take any action or omit to take any action with respect to such Bonds, the proceeds thereof, or any other funds of the Authority if such action or omission would cause the interest on such Bonds to lose its exclusion from gross income for federal income tax purposes under Section 103 of the Code, would subject the Authority to any penalties under Section 148 of the Code, or would cause such Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code. The foregoing covenants shall remain in full force and effect notwithstanding the payment in full or defeasance of such Bonds until the date on which all obligations of the Authority in fulfilling the above covenant under the Code have been met. The Authority shall execute and deliver from time to time such certificates, instruments and documents as shall be deemed necessary or advisable to evidence compliance by the Authority with said Sections and the regulations thereunder with respect to the use of the proceeds of such Bonds and any other funds of the Authority. Such certificates, instruments and documents may contain such stipulations as shall be necessary or advisable in connection with the stated purpose of this Section 6.17 and the foregoing provisions hereof, and the Authority and the Trustee hereby covenant and agree to comply with the provisions of any such stipulation throughout the term of such Bonds.

Section 6.18. Servicing of Mortgage Loans. So long as any Bonds are Outstanding, the Authority shall service and/or maintain in full force and effect Servicing Agreements with Servicers as to all Mortgage Loans and MBS, and shall diligently enforce all covenants, undertakings and obligations of the Servicers under the Servicing Agreements. The Authority shall service, or cause to be serviced, each Mortgage Loan in accordance with acceptable mortgage servicing practices of prudent lending institutions or in accordance with such other standards as are required to maintain the governmental or private insurance or guaranty, as applicable, with respect to such Mortgage Loan, and shall service or cause to be serviced, each MBS in accordance with the requirements of Ginnie Mae, Fannie Mae or Freddie Mac, as applicable, and any applicable Governmental Insurer.

Section 6.19. General.

(a) The Authority shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Authority under the provisions of the Act and the Indenture and shall refrain from taking

any action which would cause a default hereunder or under any Supplemental Indenture (including any Series Indenture).

(b) Upon the date of delivery of any of the Bonds, all conditions, acts and things required by law and the Indenture to exist, to have happened and to have been performed precedent to and in the issuance of such Bonds shall exist, have happened and have been performed and the issue of such Bonds, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by the laws of the State.

(End of Article VI)

ARTICLE VII

DEFAULT PROVISIONS AND REMEDIES OF TRUSTEE AND BONDOWNERS

Section 7.1. Events of Default. Each of the following events is hereby declared an “Event of Default” under the Indenture:

(a) The Authority shall fail to pay any Principal Installment of any Class I Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(b) The Authority shall fail to pay any installment of interest on any Class I Bond when and as the same shall become due and payable or any Class I Auxiliary Obligation when and as the same shall become due and payable;

(c) The Authority shall fail to pay any Principal Installment or interest on any Class II Bond when and as the same shall become due and payable or any Class II Auxiliary Obligation when and as the same shall become due and payable;

(d) The Authority shall fail to pay any Principal Installment or interest on any Class III Bond when and as the same shall become due and payable or any Class III Auxiliary Obligation when and as the same shall become due and payable;

(e) The Authority shall fail to pay any Principal Installment or interest on any Class IV Bond when and as the same shall become due and payable or any Class IV Auxiliary Obligation when and as the same shall become due and payable;

(f) The Authority shall fail to perform or observe any other covenant, agreement or condition on its part contained in the Indenture (except the requirement that a Cash Flow Statement satisfy the requirements of clause (b) of the definition thereof and the requirement that the Authority pay amounts to the Trustee from its other revenues, moneys or assets in connection with General Obligations), or in the Bonds and such failure shall continue for a period of 60 days after written notice thereof to the Authority by the Trustee or to the Authority and to the Trustee by the Owners of not less than 10% in Aggregate Principal Amount of the Bonds Outstanding; or

(g) The Authority shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State.

Section 7.2. Acceleration; Annulment of Acceleration.

(a) Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Owners of not less than 25% in Aggregate Principal Amount of Outstanding Bonds following an Event of Default shall, give 30 days notice in writing to the Authority of its intention to declare the Aggregate Principal Amount of all

Bonds Outstanding immediately due and payable. At the end of such 30-day period the Trustee may, and upon such written request of Owners of a majority (except as provided in the following paragraph) in Aggregate Principal Amount of Outstanding Bonds shall, by notice in writing to the Authority, declare the Aggregate Principal Amount of all Bonds Outstanding immediately due and payable; and the Aggregate Principal Amount of such Bonds shall become and be immediately due and payable, anything in the Bonds or in the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest which will accrue thereon to the date of payment.

Notwithstanding the preceding paragraph, following an Event of Default described in paragraph (f) or (g) of Section 7.1 of this Master Indenture (except for a failure which, in the opinion of Bond Counsel, could adversely affect the exclusion from gross income for federal income tax purposes of interest on any Tax-exempt Bonds), the Trustee shall not declare the Aggregate Principal Amount of all Bonds Outstanding immediately due and payable unless the Trustee is so directed by the written request of Owners of 100% in Aggregate Principal Amount of Outstanding Bonds.

(b) At any time after the Aggregate Principal Amount of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may (and, at the direction of the Owners of a majority in Aggregate Principal Amount of the Outstanding Bonds, shall) annul such declaration and its consequences with respect to any Bonds not then due by their terms if (i) moneys shall have been deposited in the Revenue Fund sufficient to pay all matured installments of interest and principal or Redemption Price (other than principal then due only because of such declaration) of all Outstanding Bonds; (ii) moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by the Authority under the Indenture, including amounts due pursuant to Auxiliary Agreements, shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 7.3. Additional Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of any Event of Default, the Trustee may, and upon the written request of the Owners of not less than 25% in Aggregate Principal Amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Bondowners under the Act, the Bonds and the Indenture by

such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient, including but not limited to:

(i) Enforcement of the right of the Bondowners to collect and enforce the payment of principal of and interest (if any) due or becoming due on Mortgage Loans and MBS and collect and enforce any rights in respect to the Mortgage Loans and MBS or other security or mortgages securing such Mortgage Loans and MBS and to require the Authority to carry out its duties and obligations under the terms of the Indenture, and to require the Authority to perform its duties under the Act;

(ii) Suit upon all or any part of the Bonds;

(iii) Civil action to require the Authority to account as if it were the trustee of an express trust for the Owners of Bonds;

(iv) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of Bonds; and

(v) Enforcement of any other right of the Bondowners conferred by law or by the Indenture.

(b) Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Owners of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture; or (ii) to preserve or protect the interests of the Bondowners and Auxiliary Agreement Providers, provided that such request is in accordance with law and the provisions of the Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Owners of Bonds not making such request or the interests of the Auxiliary Agreement Providers.

Section 7.4. Application of Revenues and Other Moneys After Default.

(a) The Authority covenants that if an Event of Default shall happen and shall not have been remedied, the Authority, upon demand of the Trustee, shall pay or cause to be paid over to the Trustee as promptly as practicable after receipt thereof, all Revenues and other payments or receipts pledged under the Indenture.

(b) During the continuance of an Event of Default, the Trustee shall apply, or cause the Paying Agent to apply, all moneys and securities held in any Fund or Account (except the Rebate Fund, the Excess Earnings Fund, the Bond Purchase Fund, the Short Term Bond Account and, with respect to any Bonds or Auxiliary Obligations that are not General Obligations, any Authority Payment Account) (moneys and securities in the Short Term Bond Account and an Authority Payment Account are to be

applied only to the payment of interest and Principal Installments on Bonds and payments on Auxiliary Obligations with respect to which such moneys and securities have been pledged), Revenues, payments and receipts and the income therefrom as follows and in the following order:

(i) To the payment of the reasonable and proper Fiduciary Expenses;

(ii) To the payment of the interest, Principal Installments and other amounts then due and payable on the Class I Obligations, subject to the provisions of Section 6.2 of this Master Indenture; as follows:

(A) Unless the Aggregate Principal Amount of all of the Class I Bonds shall have become or have been declared due and payable.

First: To the payment to the persons entitled thereto of all installments of interest then due and payable on the Class I Obligations in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid Principal Installments of any Class I Obligations and any other required payment on any Class I Obligations which shall have become due and payable, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Class I Obligations due and payable on any date, then to the payment thereof ratably, according to the amounts of Principal Installments due on such date, to the persons entitled thereto, without any discrimination or preference.

(B) If the Aggregate Principal Amount of all of the Class I Obligations shall have become or have been declared due and payable, to the payment of the principal, interest and other amounts then due and unpaid upon the Class I Obligations without preference or priority of principal over interest or other amounts or of interest over principal or other amounts, or of other amounts over principal or interest, or of any installment of interest over any

other installment of interest, or of any Class I Obligation over any other Class I Obligation, ratably, according to the amounts due respectively for principal and interest or other amounts, to the persons entitled thereto without any discrimination or preference;

(iii) To the payment of the Principal Installments of and interest and other amounts then due on the Class II Obligations in accordance with the provisions of paragraph (ii) above as if such paragraph referred to the Class II Obligations rather than the Class I Obligations.

(iv) To the payment of the Principal Installments of and interest and other amounts then due on the Class III Obligations in accordance with the provisions of paragraph (ii) above as if such paragraph referred to the Class III Obligations rather than the Class I Obligations.

(v) To the payment of the Principal Installments of and interest and other amounts then due on the Class IV Obligations in accordance with the provisions of paragraph (ii) above as if such paragraph referred to the Class IV Obligations rather than the Class I Obligations.

(vi) To the payment of the amounts required for reasonable and necessary Program Expenses.

Section 7.5. Remedies Not Exclusive. No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or existing at law or in equity or by statute (including the Act) on or after the date of adoption of the Indenture.

Section 7.6. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under the Indenture or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the Bonds. Except as provided in Article VIII of this Master Indenture and subject to the provisions of Section 7.4 of this Master Indenture, any recovery of judgment shall be for the equal benefit of the Owners of the Outstanding Class I Obligations or if no Class I Obligations remain Outstanding, for the equal benefit of the Owners of the Outstanding Class II Obligations; or, if no Class I Obligations or Class II Obligations remain Outstanding, for the equal benefit of the Owners of the Outstanding Class III Obligations; or, if no Class I Obligations, Class II Obligations or Class III Obligations remain Outstanding for the equal benefit of the Owner of the Outstanding Class IV Obligations.

Section 7.7. Majority Bondowners Control Proceedings. If an Event of Default shall have occurred and be continuing, notwithstanding anything in the Indenture to the contrary, the Owners of a majority in Aggregate Principal Amount of Bonds then Outstanding shall have the

right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of the Indenture or for the appointment of a receiver or to take any other proceedings under the Indenture, provided that such direction is in accordance with law and the provisions (in particular, those relating to the priority of the Class I Obligations over Class II, III and IV Obligations, Class II Obligations over Class III and IV Obligations and Class III Obligations over Class IV Obligations) of the Indenture (including indemnity to the Trustee as provided in Section 9.2 of this Master Indenture) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of Bondowners not joining in such direction and provided further that nothing in this Section 7.7 shall impair the right of the Trustee in its discretion to take any other action under the Indenture which it may deem proper and which is not inconsistent with such direction by Bondowners.

Section 7.8. Individual Bondowner Action Restricted.

(a) Except as provided in Article VIII of this Master Indenture, no Owner of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of the Indenture or for the execution of any trust under the Indenture or for any remedy under the Indenture unless:

(i) an Event of Default has occurred under paragraph (a), (b), (c), (d) or (e) of Section 7.1 of this Master Indenture, as to which the Trustee has actual notice, or as to which the Trustee has been notified in writing; and

(ii) the Owners of at least 25% in Aggregate Principal Amount of Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in the Indenture or to institute such action, suit or proceeding in its own name; and

(iii) such Bondowners shall have offered the Trustee indemnity as provided in Section 9.2 of this Master Indenture; and

(iv) the Trustee shall have failed or refused to exercise the powers in the Indenture granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(b) No one or more Owners of Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of the Indenture or to enforce any right under the Indenture except in the manner in the Indenture provided and for the respective benefit of the Owners of all Bonds Outstanding.

Section 7.9. Termination of Proceedings. In case any proceeding taken by the Trustee on account of any Event of Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, the Bondowners or Auxiliary Agreement Providers, the Authority, the Trustee, the Bondowners and Auxiliary Agreement Providers shall

be restored to their former positions and rights under the Indenture, and all rights, remedies and powers of the Trustee and the Bondowners shall continue as if no such proceeding had been taken.

Section 7.10. Waiver and Non-Waiver of Event of Default.

(a) No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power accruing upon any Event of Default shall impair any such right or power or shall be construed to be a waiver of any such Event of Default or an acquiescence therein. Every power and remedy given by this Article VII to the Trustee and the Owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive any Event of Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Indenture, or before the completion of the enforcement of any other remedy under the Indenture.

(c) Notwithstanding anything contained in the Indenture to the contrary, the Trustee, upon the written request of the Owners of a majority of the Aggregate Principal Amount of Bonds then Outstanding, shall waive any Event of Default under the Indenture and its consequences; provided, however, that (i) except under the circumstances set forth in paragraph (b) of Section 7.2 of this Master Indenture or paragraph (b) of this Section 7.10, a default in the payment of the Principal Installment of or interest on any Bond when the same shall become due and payable by the terms thereof, or, upon call for redemption, may not be waived without the written consent of the Owners of all the Bonds at the time Outstanding, and (ii) a default in the payment of amounts due on any Auxiliary Obligation when the same shall become due and payable may not be waived without the written consent of the Related Auxiliary Agreement Provider.

(d) In case of any waiver by the Trustee of an Event of Default under the Indenture, the Authority, the Trustee, the Bondowners and Auxiliary Agreement Providers shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver shall extend to any subsequent or other Event of Default or impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any Event of Default in accordance with this Section 7.10.

Section 7.11. Notice of Defaults.

(a) Within 30 days after (i) the receipt of notice of an Event of Default as described in Section 7.1(f) or (g) of the Indenture or (ii) the occurrence of an Event of Default under Section 7.1(a), (b), (c), (d) or (e) of this Master Indenture, of which the Trustee is deemed to have notice, the Trustee, unless such Event of Default shall have theretofore been cured, shall give written notice thereof by first class mail to each

registered owner of Bonds then Outstanding and to each Auxiliary Agreement Provider; provided that, except in the case of a default in the payment of Principal Installments of or interest on any of the Bonds or in the case of a default the payment of any Auxiliary Obligation, the Trustee may withhold such notice if, in its sole judgment, it determines that the withholding of such notice is not unduly prejudicial to the interests of the Owners of the Bonds and the Related Auxiliary Agreement Providers.

(b) The Trustee shall immediately notify the Authority of any Event of Default known to the Trustee.

(End of Article VII)

ARTICLE VIII

DEFAULT PROVISIONS AND REMEDIES FOR GENERAL OBLIGATIONS

Section 8.1. General Obligation Bond Default. If the Authority shall fail to pay interest on any General Obligation Bond when due or shall fail to pay any Principal Installment on any General Obligation Bond when due, provided that such failure shall not constitute an Event of Default under Section 7.1 of this Master Indenture, such failure is hereby declared a “General Obligation Bond Default” under the Indenture. A General Obligation Bond Default shall not constitute an Event of Default under the Indenture and shall not affect the priority of the lien and pledge granted to Owners of Bonds or Auxiliary Agreement Providers under the Indenture.

Section 8.2. Acceleration; Annulment of Acceleration.

(a) Upon the occurrence of a General Obligation Bond Default, the Trustee may and, upon the written request of the Owners of not less than 25% in Aggregate Principal Amount of Outstanding General Obligation Bonds shall, give 30 days notice in writing to the Authority of its intention to declare the Aggregate Principal Amount of all General Obligation Bonds Outstanding immediately due and payable. At the end of such 30-day period the Trustee may, and upon such written request of Owners of a majority in Aggregate Principal Amount of Outstanding General Obligation Bonds shall, by notice in writing to the Authority, declare the Aggregate Principal Amount of all General Obligation Bonds Outstanding immediately due and payable; and the Aggregate Principal Amount of such General Obligation Bonds shall become and be immediately due and payable. In such event, there shall be due and payable on the General Obligation Bonds an amount equal to the total principal amount of all such Bonds, plus all interest which will accrue thereon to the date of payment.

(b) At any time after the Aggregate Principal Amount of the General Obligation Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may (and, at the direction of the Owners of a majority in Aggregate Principal Amount of the Outstanding General Obligation Bonds, shall) annul such declaration and its consequences with respect to any General Obligation Bonds not then due by their terms if (i) moneys shall have been deposited in the Related Authority Payment Account sufficient to pay all matured installments of interest and principal or Redemption Price (other than principal then due only because of such declaration) of all Outstanding General Obligation Bonds; and (ii) moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee. No such annulment shall extend to or affect any subsequent General Obligation Bond Default or impair any right consequent thereon.

Section 8.3. Additional Remedies and Enforcement of Remedies.

(a) Upon the occurrence and continuance of a General Obligation Bond Default, the Trustee may, and upon the written request of the Owners of not less than 25% in Aggregate Principal Amount of the General Obligation Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce the rights of the General Obligation Bondowners under the Act, the General Obligation Bonds and the Indenture by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient and consistent with the limitations specified in paragraph (c) below, including but not limited to:

- (i) Suit upon all or any part of the General Obligation Bonds;
- (ii) Civil action to enjoin any acts or things which may be unlawful or in violation of the rights of the Owners of General Obligation Bonds; and
- (iii) Enforcement of any other right of the General Obligation Bondowners conferred by law or by the Indenture.

(b) Regardless of the happening of a General Obligation Bond Default, the Trustee, if requested in writing by the Owners of not less than 25% in Aggregate Principal Amount of the General Obligation Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture; or (ii) to preserve or protect the interests of the General Obligation holders, provided that such request is in accordance with law and the provisions of the Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Owners of General Obligation Bonds not making such request.

(c) The rights and remedies of Owners of General Obligation Bonds upon the occurrence of a General Obligation Bond Default shall be limited to the enforcement of the Authority's general obligation covenant with respect thereto and to the disbursement of amounts available to Owners of General Obligation Bonds from time to time in the Related Debt Service Fund, the Related Special Redemption Account and the Related Debt Service Reserve Fund after provision is made for, and after taking into account the rights of, Owners of Bonds other than General Obligation Bonds and the rights of Auxiliary Agreement Providers as provided in the Indenture. The exercise of remedies upon the occurrence of a General Obligation Bond Default shall not in any manner affect, disturb or prejudice the security and rights of such Owners of Bonds or such Auxiliary Agreement Providers under the Indenture.

Section 8.4. Remedies Not Exclusive. Subject to the limitations set forth in Section 8.3(c), no remedy by the terms of the Indenture conferred upon or reserved to the Trustee or the

Bondowners is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or existing at law or in equity or by statute (including the Act) on or after the date of adoption of the Indenture.

Section 8.5. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under the Indenture or under any of the General Obligation Bonds may be enforced by the Trustee without the possession of any of the General Obligation Bonds or the production thereof in any trial or other proceedings relating thereto. Any such suit or proceeding instituted by the Trustee shall be brought in its name as Trustee without the necessity of joining as plaintiffs or defendants any Owners of the General Obligation Bonds. Any recovery of judgment in respect to a General Obligation Bond Default shall be for the equal benefit of the Owners of the Outstanding General Obligation Bonds.

Section 8.6. Majority Bondowners Control Proceedings. If a General Obligation Bond Default shall have occurred and be continuing, notwithstanding anything in the Indenture to the contrary, the Owners of a majority in Aggregate Principal Amount of General Obligation Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of the Indenture or to take any other proceedings under the Indenture, provided that such direction is in accordance with law and the provisions (in particular, those relating to the priority of the Class I Obligations over Class II Obligations, Class III Obligations and Class IV Obligations, of the Class II Obligations over Class III Obligations and Class IV Obligations and of the Class III Obligations over Class IV Obligations) of the Indenture (including indemnity to the Trustee as provided in Section 9.2 of this Master Indenture) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of Bondowners not joining in such direction and provided further that nothing in this Section 8.6 shall impair the right of the Trustee in its discretion to take any other action under the Indenture which it may deem proper and which is not inconsistent with such direction by Bondowners.

Section 8.7. Individual Bondowner Action Restricted.

(a) No Owner of any General Obligation Bond shall have any right to institute any suit, action or proceeding in equity or at law for any remedy under Article VIII of this Master Indenture unless:

(i) a General Obligation Bond Default has occurred as to which the Trustee has actual notice, or as to which the Trustee has been notified in writing; and

(ii) the Owners of at least 25% in Aggregate Principal Amount of General Obligation Bonds Outstanding shall have made written request to the Trustee to proceed to exercise the powers granted in Article VIII of this Master Indenture or to institute such action, suit or proceeding in its own name; and

(iii) such Bondowners shall have offered the Trustee indemnity as provided in Section 9.2 of this Master Indenture; and

(iv) the Trustee shall have failed or refused to exercise the powers in the Indenture granted or to institute such action, suit or proceedings in its own name for a period of 60 days after receipt by it of such request and offer of indemnity.

(b) No one or more Owners of General Obligation Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the security of the Indenture or to enforce any right under the Indenture except in the manner in the Indenture provided and for the respective benefit of the Owners of all General Obligation Bonds Outstanding.

Section 8.8. Termination of Proceedings. In case any proceeding taken by the Trustee on account of any General Obligation Bond Default shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee or the Bondowners, the Authority, the Trustee and the Bondowners shall be restored to their former positions and rights under the Indenture, and all rights, remedies and powers of the Trustee and the Bondowners shall continue as if no such proceeding had been taken.

Section 8.9. Waiver and Non-Waiver of General Obligation Bond Default.

(a) No delay or omission of the Trustee or of any Owner of the General Obligation Bonds to exercise any right or power accruing upon any General Obligation Bond Default shall impair any such right or power or shall be construed to be a waiver of any such General Obligation Bond Default or an acquiescence therein. Every power and remedy given by this Article VIII to the Trustee and the Owners of the General Obligation Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

(b) The Trustee may waive any General Obligation Bond Default which in its opinion shall have been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by it under the provisions of the Indenture, or before the completion of the enforcement of any other remedy under the Indenture.

(c) Notwithstanding anything contained in the Indenture to the contrary, the Trustee, upon the written request of the Owners of a majority of the Aggregate Principal Amount of General Obligation Bonds then Outstanding, shall waive any General Obligation Bond Default under the Indenture and its consequences.

(d) In case of any waiver by the Trustee of an General Obligation Bond Default under the Indenture, the Authority, the Trustee and the Bondowners shall be restored to their former positions and rights under the Indenture, respectively, but no such waiver shall extend to any subsequent or other General Obligation Bond Default or

impair any right consequent thereon. The Trustee shall not be responsible to anyone for waiving or refraining from waiving any General Obligation Bond Default in accordance with this Section 8.9.

Section 8.10. Notice of Defaults. Within 30 days after the occurrence of a General Obligation Bond Default under the Indenture, of which the Trustee is deemed to have notice, the Trustee, unless such General Obligation Bond Default shall have theretofore been cured, shall give written notice thereof by first class mail to each registered owner of General Obligation Bonds then Outstanding.

Section 8.11. Defaults with respect to Auxiliary Obligations which constitute General Obligations. If the Authority shall fail to pay any amount on any Auxiliary Obligation which constitutes a General Obligation when due, provided that such failure shall not also constitute an Event of Default under Section 7.1 of this Master Indenture, such failure shall not constitute an Event of Default under the Indenture and shall not affect the priority of the lien and pledge on the Trust Estate granted to Owners of Bonds or Auxiliary Agreement Providers under the Indenture. The rights and remedies of Auxiliary Agreement Providers having Auxiliary Obligations which constitute General Obligations shall be governed by the Related Auxiliary Agreement; however, such rights and remedies shall be limited to the enforcement of the Authority's general obligation covenant with respect thereto and to the disbursement of amounts available with respect to Related Auxiliary Obligations from time to time in the Related Debt Service Fund, the Related Special Redemption Account and the Related Debt Service Reserve Fund based on the lien priority of such Auxiliary Obligation after provision is made for, and after taking into account the rights of, Owners of Bonds or Auxiliary Agreement Providers having a prior lien on the Trust Estate as provided in the Indenture and such exercise of remedies upon shall not in any manner affect, disturb or prejudice the security and rights of such Owners of Bonds or such Auxiliary Obligations Providers under the Indenture.

(End of Article VIII)

ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.1. Trustee; Paying Agent and Bond Registrar Appointment and Acceptance of Duties. Zions First National Bank, in Denver, Colorado is hereby appointed as Trustee, Paying Agent and Bond Registrar. Zions First National Bank, shall signify its acceptance of the duties and obligations imposed upon it by executing this Master Indenture and delivering the same to the Authority.

Section 9.2. Responsibilities of Fiduciaries.

(a) The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority and no Fiduciary assumes any responsibility for the correctness or completeness of the same. No Fiduciary makes any representations as to the validity or sufficiency of the Indenture, or of any Bonds issued under the Indenture or as to the security afforded by the Indenture, and no Fiduciary shall incur any liability in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the Authority or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act that would involve it in expense or liability or to institute or defend any suit in respect of the Indenture or to advance any of its own moneys, unless properly indemnified to its satisfaction. Subject to the provisions of paragraph (b) of this Section 9.2, no Fiduciary shall be liable in connection with the performance of its duties under the Indenture except for its own negligence or willful misconduct. Notwithstanding any other provision of this Indenture, no right of a Fiduciary to indemnification shall relieve a Fiduciary from responsibility for (a) making payments on the Bonds when due from moneys available to it or (b) accelerating the Bonds as required pursuant to Section 7.2 or 8.2 of this Master Indenture.

(b) The Trustee, prior to the occurrence of an Event of Default or a General Obligation Bond Default and after the curing of all Events of Default or a General Obligation Bond Default that may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in the Indenture. In case an Event of Default or a General Obligation Bond Default has occurred (and has not been cured) the Trustee shall exercise such of the rights and powers vested in it by the Indenture and use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provisions of the Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section 9.2.

Section 9.3. Evidence on Which Fiduciaries May Act.

(a) Each Fiduciary, upon receipt of any notice, resolution, request, consent, order, certificate, report, opinion, bond, or other paper or document furnished to it pursuant to any provision of this Master Indenture or any Series Indenture, shall examine such instrument to determine whether it conforms to the requirements of this

Master Indenture and the Related Series Indenture and shall be protected in acting, in good faith, upon any such instrument believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may be of counsel to the Authority, and any opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it under the Indenture in good faith and in accordance therewith.

(b) Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under the Indenture, such matter (unless other evidence in respect thereof is specifically prescribed in the Indenture) may be deemed conclusively to be proved and established by an Authority Certificate, and such Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of the Indenture upon the faith thereof, but in its discretion and in lieu thereof, the Fiduciary may accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable.

(c) Except as otherwise expressly provided in the Indenture, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision of the Indenture by the Authority to any Fiduciary shall be sufficiently executed if executed in the name of the Authority by an Authorized Officer.

Section 9.4. Compensation of Fiduciaries; Fiduciary Liens. Subject to the terms and conditions of any other agreements between the Authority and one or more Fiduciaries, the Authority shall pay to each Fiduciary from time to time reasonable compensation for all services rendered under the Indenture and also all reasonable expenses, charges, counsel fees and other disbursements, including those of its attorneys, agents, and employees, incurred in and about the performance of their powers and duties under the Indenture. In consideration of the express provisions of the Indenture regarding the payment of Fiduciary Fees, each Fiduciary by acceptance of its appointment hereunder waives any right at law or in equity for the imposition of an implied lien on the Revenues and assets pledged hereunder, except as otherwise expressly provided herein. In the event that a successor Fiduciary is appointed in accordance with Section 9.8, 9.12 or 9.13 of this Master Indenture during a period for which the predecessor Fiduciary has been compensated in advance, such predecessor Fiduciary shall return to the Authority the pro rata portion of such compensation for the period commencing on the date of appointment of such successor Fiduciary.

Section 9.5. Certain Permitted Acts. Any Fiduciary may become the owner of any Bonds with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondowners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or the Indenture, whether or not any such committee shall represent the Owners of a majority in Aggregate Principal Amount of the Bonds then Outstanding. If any Fiduciary incurs expenses or renders services after an Event of Default has occurred, such expenses and

compensation for such services are intended to constitute expenses of administration under any bankruptcy law.

Section 9.6. Resignation of Trustee. The Trustee may resign at any time and be discharged of the duties and obligations created by the Indenture by giving not less than 30 days written notice to the Authority and to Bondowners, at its own expense and without reimbursement therefor, specifying the date when such resignation shall take effect and such resignation shall take effect upon the day specified in such notice unless previously a successor shall have been appointed by the Authority or the Bondowners as provided in Section 9.8 of this Master Indenture, in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor Trustee has been appointed pursuant to Section 9.8 of this Master Indenture.

Section 9.7. Removal of Trustee. The Trustee may be removed (i) at any time by an instrument or concurrent instruments in writing, filed with the Trustee and the Authority, and signed by the Bondowners representing a majority in Aggregate Principal Amount of the Bonds then Outstanding or their attorneys-in-fact duly authorized, excluding any Bonds held by or for the account of the Authority, or (ii) by the Authority in its sole and absolute discretion at any time except during the continuance of an Event of Default or a General Obligation Bond Default by filing with the Trustee notice of removal in the form of an Authority Certificate. In no event, however, shall such removal take effect until a successor Trustee has been appointed pursuant to Section 9.8 of this Master Indenture.

Section 9.8. Appointment of Successor Trustee; Temporary Trustee.

(a) In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public offer shall take charge or control of the Trustee, or of its property or affairs, the Authority covenants and agrees that it thereupon will appoint a successor Trustee.

(b) If no appointment of a successor Trustee shall be made by the Authority pursuant to the foregoing provisions of this Section 9.8 within 45 days after the Trustee shall have given to the Authority written notice as provided in Section 9.6 of this Master Indenture or after a vacancy in the office of the Trustee shall have occurred by reason of its inability to act or its removal, the Trustee or any Bondowner may apply to any court of competent jurisdiction to appoint a successor Trustee. Said court, after such notice, if any, as such court may deem proper, thereupon may appoint a successor Trustee.

(c) Every such Trustee appointed pursuant to the provisions of this Section shall (i) be a bank or trust company in good standing and (ii) have a reported capital and surplus of not less than \$50,000,000, if there be such an institution willing, qualified and able to accept the trust upon reasonable or customary terms. Any successor Trustee shall serve for a fee not in excess of the fee paid to the initial Trustee unless otherwise approved by the Authority.

Section 9.9. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if originally named as Trustee; but the Trustee ceasing to act nevertheless, on the written request of the Authority or of the successor Trustee, shall execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any property held by it under the Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in or pursuant to the Indenture. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such estates, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request and so far as may be authorized by law, shall be executed, acknowledged and delivered by the Authority. Any such successor Trustee promptly shall notify the Depositories, if any, of its appointment as Trustee. Notwithstanding anything contained elsewhere in this Master Indenture, any such predecessor Trustee shall not be entitled to any compensation or reimbursement for costs and expenses incurred in connection with any transfer of rights or properties under the Indenture, except for such costs and expenses incurred with the prior written consent of the Authority.

Section 9.10. Merger or Consolidation of Fiduciaries. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it may be party or any company to which any Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, and shall be authorized by law to perform all the duties imposed upon it by the Indenture, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act. Each Fiduciary shall give written notice to the Authority of any such proposed merger, conversion, consolidation or sale or transfer of substantially all of its corporate trust business not less than 120 days' prior to the expected date thereof, and the Authority agrees to keep such information confidential until such information has been publicly disclosed by the Fiduciary. Such Fiduciary shall reimburse the Authority for any costs and expenses incurred by the Authority arising from or associated with any such merger, conversion, consolidation, sale or transfer, or any such proposed merger, conversion, consolidation, sale or transfer. Such Fiduciary shall also be responsible for any costs and expenses incurred by the Authority as a result of such Fiduciary's failure to comply with the requirements of this Section 9.10.

Section 9.11. Adoption of Authentication. In case any of the Bonds contemplated to be issued under the Indenture shall have been authenticated but not delivered by a predecessor Trustee, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated. In case any of

such Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in such Bonds or in the Indenture provided that the certificate of the Trustee shall have.

Section 9.12. Paying Agents; Appointment, Resignation or Removal; Successor. The Authority shall appoint one or more Paying Agents for the Bonds and may at any time and from time to time appoint one or more other Paying Agents having the qualifications set forth in this Section for a successor Paying Agent. The Trustee or the Bond Registrar may be appointed a Paying Agent. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Authority and to the Trustee a written acceptance thereof. Unless otherwise provided, the principal offices of the Paying Agents are designated as the respective offices of the Authority for the payment of the interest on and principal or Redemption Price of the Bonds. Any Paying Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least 30 days written notice to the Authority and the Trustee. Any Paying Agent may be removed at any time by an instrument filed with such Paying Agent and the Trustee and signed by the Authority. Any successor Paying Agent shall be appointed by the Authority with the approval of the Trustee and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital, surplus and undivided profits aggregating at least \$10,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 9.13. Bond Registrar; Appointment, Resignation or Removal; Successor. The Authority shall appoint a Bond Registrar. The Trustee or any Paying Agent may be appointed the Bond Registrar. The Bond Registrar shall signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing and delivering to the Authority and to the Trustee a written acceptance thereof. Unless otherwise provided, the principal offices of the Bond Registrar are designated as the respective offices of the Authority for the maintenance of registration records for the Bonds. The registration books for the Bonds shall be maintained by the Bond Registrar on both a current and historical basis. The Bond Registrar may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least 30 days written notice to the Authority and the Trustee. The Bond Registrar may be removed at any time by an instrument filed with such Bond Registrar and the Trustee and signed by the Authority. Any successor Bond Registrar shall be appointed by the Authority and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital, surplus and undivided profits aggregating at least \$10,000,000, and willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture. In the event of the resignation or removal of the Bond Registrar, such Bond Registrar shall deliver all records, Bonds and other documents held by it as Bond Registrar to its successor, or if there be no

successor to the Trustee. In the event that for any reason there shall be a vacancy in the office of the Bond Registrar, the Trustee shall act as such Bond Registrar.

(End of Article IX)

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.1. Supplemental Indentures Effective Upon Filing With the Trustee. For any one or more of the following purposes, and at any time or from time to time, a Supplemental Indenture may be executed and delivered by the Authority which, upon the filing with the Trustee of a copy thereof, shall be fully effective in accordance with its terms:

(a) To add to the covenants and agreements of the Authority in the Indenture, other covenants and agreements to be observed by the Authority which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(b) To add to the limitations and restrictions in the Indenture, other limitations and restrictions to be observed by the Authority which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(c) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Indenture of the Revenues or of any other moneys, securities or funds;

(d) To modify any provisions of the Indenture in any respect whatever, provided that the modification, in the sole judgment of the Authority, is reasonably necessary to assure that the interest on Tax-exempt Bonds remains excludable from the gross income of the owners thereof for federal income tax purposes; or

(e) To provide for the issuance of Bonds pursuant to the Indenture and to provide for the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed.

Section 10.2. Supplemental Indentures Effective Upon Consent of Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Indenture may be executed and delivered by the Authority and the Trustee, which upon the filing with the Trustee of a copy thereof and the filing with the Trustee and the Authority of an instrument in writing made by the Trustee consenting thereto, shall be fully effective in accordance with its terms:

(a) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture, or to insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable, provided such action shall not adversely affect the interest of the Owners hereunder and are not contrary to or inconsistent with the Indenture theretofore in effect;

(b) To grant to or confer upon the Trustee for the benefit of the Owners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Owners or the Trustee;

(c) To add to the covenants and agreements of the Authority in the Indenture other covenants and agreements thereafter to be observed by the Authority;

(d) To surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of the Indenture, provided that the loss of such right, power or privilege shall not adversely impair the Revenues available to pay the Outstanding Bonds;

(e) To include as pledged revenues or money under, and subject to the provisions of, the Indenture any additional revenues or money legally available therefor;

(f) To provide for additional duties of the Trustee in connection with the Mortgage Loans and MBS;

(g) To modify any of the provisions of the Indenture in any respect whatever; provided, however, that (1) such modification shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the execution by the Authority of such Supplemental Indenture shall cease to be Outstanding, and (B) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the execution by the Authority of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof;

(h) To modify, eliminate and/or add to the provisions of the Indenture to such extent as shall be necessary to effect the qualification of the Indenture under the Trust Indenture Act of 1939, as then amended, or under any similar federal statute hereafter enacted, and to add to the Indenture such other provisions as may be expressly permitted by said Trust Indenture Act of 1939;

(i) To make any change as shall be necessary in order to maintain the rating(s) on any of the Bonds from any Rating Agency; or

(j) To make any other amendment or change that will not materially adversely affect the interest of Owners of Outstanding Bonds.

Section 10.3. Supplemental Indentures Requiring Consent of Bondowners. At any time or from time to time, the Authority and the Trustee may execute and deliver a Supplemental Indenture subject to consent by the Bondowners in accordance with and subject to the provisions of Article XI of this Master Indenture, upon the Trustee's receipt of an opinion of Bond Counsel that such Supplemental Indenture will not adversely affect the exclusion from gross income of interest on Tax-exempt Bonds.

Section 10.4. General Provisions.

(a) The Indenture shall not be modified or amended in any respect except as provided in and in accordance with and subject to the provisions of this Article X and Article XI. Nothing in this Article X or Article XI shall affect or limit the right or

obligation of the Authority to adopt, make, do, execute, acknowledge or deliver any certificate, act or other instrument pursuant to the provisions of Section 6.3 of this Master Indenture or the right or obligation of the Authority to execute and deliver to any Fiduciary any instrument that elsewhere in the Indenture it is provided shall be delivered to said Fiduciary.

(b) (i) Any Supplemental Indenture referred to and permitted or authorized by Sections 10.1 and 10.2 of this Master Indenture may be executed and delivered by the Authority without the consent of any of the Bondowners, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively.

(ii) Every Supplemental Indenture shall be accompanied by a Counsel's Opinion stating that such Supplemental Indenture has been duly executed and delivered in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture and is valid and binding upon the Authority, subject to State and federal bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights and the availability of equitable remedies.

(c) The Trustee is hereby authorized to execute and deliver any Supplemental Indenture referred to and permitted or authorized by Sections 10.1, 10.2 or 10.3 of this Master Indenture and, subject to a requirement of consent of the required Owners of the Bonds, if any, to make all further agreements and stipulations that may be contained therein, and the Trustee, in taking such action, shall be protected fully in relying on an opinion of counsel (which may be a Counsel's Opinion) that such Supplemental Indenture is authorized or permitted by the provisions of the Indenture.

(d) No Supplemental Indenture shall change or modify any of the rights or obligations of any Fiduciary or any Auxiliary Agreement Provider without its written consent.

(e) A copy of each Supplemental Indenture executed and delivered by the Authority pursuant to Articles X and XI shall be transmitted by the Trustee to each Rating Agency and to each Auxiliary Agreement Provider.

(End of Article X)

ARTICLE XI

AMENDMENTS AND MODIFICATIONS REQUIRING CONSENT OF BONDOWNERS

Section 11.1. Transmission of Notices. Any provision in this Article XI for the transmission of a notice or other paper to Bondowners shall be fully complied with if it is mailed postage prepaid, or transmitted in such other manner (such as by readily available electronic means) as may be customary for the industry, only:

(a) To each registered Owner of Bonds then Outstanding at such Owner's address, if any, appearing upon the registration records of the Authority or at such electronic mail or other address as is furnished in writing by such Owner, and

(b) To the Trustee.

Section 11.2. Powers of Amendment. Any modification or amendment of the Indenture and of the rights and obligations of the Authority and of the Bondowners, in any particular, may be made by a Supplemental Indenture, with the written consent given as provided in Section 11.3 of this Master Indenture of the Owners of a majority in Aggregate Principal Amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owners of all such Bonds, or shall reduce the percentages of Bonds the consent of the Owners of which is required to effect any such modification or amendment without the consent of the Owners of all Bonds then Outstanding or shall change the provisions of the Indenture relating to the ability to declare the Aggregate Principal Amount of Bonds to be due and payable without the consent of the Owners of all Bonds then Outstanding or shall materially adversely affect the rights of the Owners of Class II Bonds without the consent of the Owners of a majority in Aggregate Principal Amount of Class II Bonds Outstanding, or shall materially adversely affect the rights of the Owners of Class III Bonds without the consent of the Owners of a majority in Aggregate Principal Amount of Class III Bonds then Outstanding, or shall materially adversely affect the rights of the Owners of Class IV Bonds without the consent of the Owners of a majority in Aggregate Principal Amount of Class IV Bonds then Outstanding; or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. If any such modification or amendment will, by its terms not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section 11.2. The Trustee, relying upon a Counsel's Opinion, may determine whether or not in accordance with the foregoing powers of amendment Bonds of any particular maturity would be affected by any modification or amendment of the Indenture, and any such determination shall be binding and conclusive on the Authority and the Bondowners.

Section 11.3. Consent of Owners of Bonds. The Authority at any time may execute and deliver a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 11.2 of this Master Indenture, to take effect when and as provided in this Section 11.3. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Bondowners for their consent thereto in form satisfactory to the Bond Registrar, shall be transmitted by the Authority to the registered owners of the Bonds. Such Supplemental Indenture shall not be effective unless and until (i) there shall have been filed with the Trustee (A) the written consents of Owners of the percentages of Outstanding Bonds specified in Section 11.2 of this Master Indenture and (B) a Counsel's Opinion stating that such Supplemental Indenture has been duly executed and delivered and filed by the Authority in accordance with the provisions of the Indenture, is authorized or permitted by the Indenture, and is valid and binding upon the Authority and enforceable in accordance with its terms, subject to State and federal bankruptcy, insolvency and other similar laws affecting the enforcement of creditors' rights and the availability of equitable remedies and (ii) a notice shall have been transmitted to Bondowners as provided in this Section 11.3. Each consent shall be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof shall be such as is permitted by Section 13.2 of this Master Indenture. A certificate or certificates by the Bond Registrar filed with the Trustee that it has examined such proof and that such proof is sufficient in accordance with Section 13.2 of this Master Indenture shall be conclusive that the consents have been given by the Bondowners described in such certificate or certificates of the Bond Registrar. Any such consent shall be binding upon the Bondowner giving such consent and, anything in Section 13.2 of this Master Indenture to the contrary notwithstanding, upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Bondowner thereof has notice thereof) unless such consent is revoked in writing by the Bondowner thereof by filing with the Bond Registrar, prior to the time when the written statement of the Bond Registrar provided for below in this Section 11.3 is filed, such revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 13.2 of this Master Indenture. The fact that a consent has not been revoked likewise may be proved by a certificate of the Bond Registrar filed with the Trustee to the effect that no revocation thereof is on file with the Bond Registrar. At any time after the Bondowners of the required percentage of Bonds shall have filed their consent to the Supplemental Indenture, the Bond Registrar shall make and file with the Authority and the Trustee a written statement that the Bondowners of such required percentage of Bonds have filed such consents. Such written statement shall be conclusive that such consents have been so filed. At any time thereafter, notice stating in substance that the Supplemental Indenture (which may be referred to as a Supplemental Indenture executed and delivered by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Owners of the required percentage of Bonds and will be effective as provided in this Section 11.3, may be given to Bondowners by the Authority by transmitting such notice to Bondowners (but failure to transmit such notice shall not affect the validity of the Supplemental Indenture when consented to as provided in this Section 11.3) not more than 90 days after the Owners of the required percentages of Bonds shall have filed their consents to the Supplemental Indenture and the written statement of the Bond Registrar provided for above is filed. The Authority shall file with the Trustee proof of the transmission of such notice. A record, consisting of the papers

required or permitted by this Section 11.3 to be filed with the Trustee and the Bond Registrar, shall be proof of the matters therein stated. Such Supplemental Indenture making such amendment or modification shall be deemed conclusively binding upon the Authority, the Fiduciaries and the Owners of all Bonds at the expiration of 30 days after the filing with the Trustee of the proof of the transmission of such last mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such Supplemental Indenture in a legal action or equitable proceeding for such purpose commenced within such 30 day period; provided, however, that any Fiduciary and the Authority during such 30 day period and any such further period during which any such action or proceeding may be pending shall be entitled in their absolute discretion to take such action or to refrain from taking such action, with respect to such Supplemental Indenture as they may deem expedient.

Section 11.4. Modifications by Unanimous Consent. The terms and provisions of the Indenture or any Supplemental Indenture and the rights and obligations of the Authority and of the Bondowners may be modified or amended in any respect upon the issuance and filing by the Authority of a Supplemental Indenture and the consent of the Bondowners of all Bonds then Outstanding, such consent to be given as provided in Section 11.3 of this Master Indenture, except that no notice of such consent to Bondowners shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of any Fiduciary without the filing with the Trustee of the written assent thereto of such Fiduciary in addition to the consent of the Bondowners.

Section 11.5. Notation on Bonds. Bonds delivered after the effective date of any action taken as in Article X of this Master Indenture or this Article XI provided, may, and if the Trustee so determines, shall bear a notation by endorsement or otherwise in form approved by the Authority, the Trustee and the Bond Registrar as to such action, and in that case upon demand of the Bondowner of any Bond Outstanding at such effective date and presentation of his Bond at the Corporate Trust Office of the Bond Registrar or upon any transfer or exchange of any Bond Outstanding on or after such effective date, suitable notation shall be made on such Bond or upon any Bond issued upon any such transfer or exchange by the Bond Registrar as to any such action. If the Authority or the Bond Registrar shall so determine, new Bonds so modified as in the opinion of the Bond Registrar and the Authority to conform to such action shall be prepared, delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Bondowner, for Bonds of the same Series, Class, tenor and maturity then Outstanding, upon surrender of such Bonds.

(End of Article XI)

ARTICLE XII

DISCHARGE OF INDENTURE; DEFEASANCE OF BONDS

Section 12.1. Discharge of Indenture in Entirety. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Bondowners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture and if the Authority shall pay or cause to be paid to all Auxiliary Agreement Providers all amounts due and payable under all Auxiliary Agreements, then the pledge of any Revenues, and other moneys and securities pledged under the Indenture and all covenants, agreements and other obligations of the Authority to the Bondowners, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by the Authority to be prepared and filed with the Authority and, upon the request of the Authority, shall execute and deliver to the Authority all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to or upon the order of the Authority all moneys or securities held by them pursuant to the Indenture that are not required for the payment of principal, or Redemption Price, if applicable, of or interest on Bonds not theretofore surrendered to them for such payment or redemption. If the Authority shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series, the principal or Redemption Price, if applicable, and interest due or to become due thereon, such Bonds shall cease to be entitled to any lien, benefit or security hereunder and all covenants, agreements and obligations of the Authority to the Owners of such Bonds shall thereupon cease, terminate and become void and be discharged and satisfied.

Section 12.2. Defeasance of Bonds. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee or the Paying Agent (through deposit by the Authority of moneys for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in Section 12.1 or Section 12.2 of this Master Indenture. Outstanding Bonds shall be deemed, prior to the maturity or redemption date thereof, to have been paid within the meaning and with the effect expressed in Section 12.1 or Section 12.2 of this Master Indenture if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Authority shall have given to the Bond Registrar in form satisfactory to it irrevocable instructions to transmit as provided in Article III of this Master Indenture notice of redemption of such Bonds on said date; (ii) there shall have been deposited with the Trustee either moneys in an amount sufficient, or Defeasance Securities the principal of and the interest on which when due (whether at maturity or the prior redemption thereof at the option of the holder thereof) will provide moneys in an amount that, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price of and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, the Authority shall have given to the Bond Registrar in form satisfactory to it irrevocable instructions to transmit, as soon

as practicable, a notice to the Bondowners of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Section 12.2 and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price of and interest on said Bonds, and (iv) except in the event of a full cash defeasance or a current refunding of less than ninety days to maturity or redemption date, the sufficiency of such moneys or Defeasance Securities shall have been confirmed to the Authority in an opinion signed by a certified public accountant or firm of such accountants duly licensed to practice and practicing as such under the laws of the State, selected by the Authority. Neither Defeasance Securities nor moneys deposited with the Trustee pursuant to this Section 12.2 nor principal or interest payments on any such Defeasance Securities shall be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal or Redemption Price, if applicable, of and interest on said Bonds and any bonds or other obligations issued by the Authority the proceeds of which were used to acquire such Defeasance Securities, in whole or in part; provided that no such principal or interest on such Defeasance Securities shall be applied to the payment of the principal or redemption price of or interest on such bonds or other obligations unless (x) the Trustee shall have received a schedule showing, for each year from the date of deposit of such Defeasance Securities until the redemption date or maturity date of said Bonds, as the case may be, the amount of principal of and interest due on such Defeasance Securities and moneys, if any, deposited with the Trustee at the same time that will be available to pay the principal or Redemption Price of and interest due on said Bonds in each such year, plus the amount of any excess in each such year, and (y) the amount of such principal or interest on such Defeasance Securities to be so applied to the payment of such bonds or other obligations does not exceed in any year the amount of such excess for, or accumulated and unexpended to, such year. Notwithstanding any other provision of this Section 12.2, any cash received from such principal or interest payments on such Defeasance Securities deposited with the Trustee, if not then needed for such purpose, to the extent practicable and, in accordance with an opinion of Bond Counsel filed with the Trustee, permitted by Section 103 of the Code, shall be reinvested in Defeasance Securities maturing at times and in amounts sufficient to pay when due the principal or Redemption Price, if applicable, of and interest due and to become due on said Bonds on and prior to such redemption date or maturity date thereof, as the case may be. Notwithstanding anything herein to the contrary, no Adjustable Rate Bonds shall be deemed to have been paid and discharged within the meaning of this Section 12.2 unless the Trustee shall have received a written confirmation from each Rating Agency then rating any Bonds confirming that such deposit of moneys or Defeasance Securities with respect to such Adjustable Rate Bonds will not, in and of itself, result in a lowering, suspension or withdrawal of the ratings then applicable to any Bonds.

(End of Article XII)

ARTICLE XIII

MISCELLANEOUS

Section 13.1. Failure to Present Bonds. Anything in the Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds, which moneys remain unclaimed for three years (or, if less, the maximum time provided by the laws of the State prior to escheat to the State) after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for three years (or, if less, the maximum time provided by the laws of the State prior to escheat to the State) after the date of deposit of such moneys if deposited with the Fiduciary after the date when such Bonds became due and payable, at the written request of the Authority, shall, to the extent permitted by law, be repaid by the Fiduciary to the Authority, as its absolute property and free from trust, and the Fiduciary thereupon shall be released and discharged with respect thereto and the Bondowners shall look only to the Authority for the payment of such Bonds.

Section 13.2. Evidence of Signatures of Bondowners and Ownership of Bonds.

(a) Any request, consent, revocation of consent or other instrument that the Indenture may require or permit to be signed and executed by the Bondowners may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondowners in person or by their attorneys appointed in writing. Proof of the execution of any such instrument, or of any instrument appointing any such attorney or the holding by any person of the Bonds, shall be sufficient for any purpose of the Indenture (except as otherwise expressly provided in the Indenture) if made in the following manner, or in any other manner satisfactory to the Trustee and the Bond Registrar which nevertheless in their discretion may require further or other proof in cases where they deem the same desirable:

(i) The fact and date of the execution by any Bondowner or his attorney of such instruments may be proved by a guaranty of the signature thereon by a bank, trust company or national banking association or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guaranty, certificate or affidavit also shall constitute sufficient proof of his authority.

(ii) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registration records of the Bond Registrar.

(iii) Nothing contained in this Section 13.2 shall be construed as limiting the Trustee or Bond Registrar to such proof, it being intended that the Trustee and Bond Registrar may accept any other evidence of the matters herein stated which it may deem sufficient.

(b) Any request or consent by the owner of any Bond shall bind all future owners of such Bond in respect of anything done or suffered to be done by the Authority or any Fiduciary in accordance therewith.

Section 13.3. Bonds and Auxiliary Obligations Not an Obligation of the State or Any Political Subdivision. The Bonds and the Auxiliary Obligations shall not be in any way a debt or liability or obligation of the State or of any political subdivision thereof (other than the Authority) and shall not constitute or give rise to a pecuniary liability of the State or of any such political subdivision or be or constitute a pledge of the faith and credit of the State or of any such political subdivision.

Section 13.4. Moneys Held for Particular Bonds. Subject to the provisions of Section 13.1 of this Master Indenture, the amounts held by any Fiduciary for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds, on and after such date and pending such payment, shall be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

Section 13.5. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of the Indenture shall be retained in its possession and shall be subject at all reasonable times to the inspection of the Authority, any other Fiduciary, any Bondowners and any Auxiliary Agreement Provider and their agents and their representatives, any of whom may make copies thereof.

Section 13.6. Parties Interested Herein. Nothing in the Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the Authority, the Fiduciaries, Auxiliary Agreement Providers and the Bondowners, any right, remedy or claim under or by reason of the Indenture or any Supplemental Indenture or any covenant, condition or stipulation of the Indenture; and all the covenants, stipulations, promises and agreements in the Indenture contained by and on behalf of the Authority shall be for the sole and exclusive benefit of the Authority, the Fiduciaries, Auxiliary Agreement Providers and the Bondowners.

Section 13.7. No Recourse on the Bonds. No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any amount due under any Auxiliary Obligation or for any claim based thereon or on the Indenture against any officer, employee or agent of the Authority or any person executing the Bonds or any Auxiliary Agreement.

Section 13.8. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in the Indenture on the part of the Authority or any Fiduciary 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 in no way shall affect the validity of the other provisions of the Indenture.

Section 13.9. Successors. Whenever in the Indenture the Authority is named or referred to, it shall be deemed to include any entity that may succeed to the principal functions and powers of the Authority under the Act, and all the covenants and agreements contained in the Indenture by or on behalf of the Authority shall bind and inure to the benefit of said successor whether so expressed or not.

Section 13.10. Consents and Approvals. Whenever the written consent or approval of the Authority, Fiduciaries or Bondowners shall be required under the provisions of the Indenture, such consent or approval shall not be unreasonably withheld or delayed.

Section 13.11. Notices, Demands and Requests. All notices, demands and requests to be given or made under the Indenture to or by the Authority, the Bond Registrar, the Paying Agent, the Trustee or Auxiliary Agreement Providers shall be in writing and shall be properly made if sent by United States mail, postage prepaid, or transmitted in such other manner as such parties shall agree, and addressed as follows:

- (a) Authority: Colorado Housing and Finance Authority
1981 Blake Street
Denver, Colorado 80202
Attn: Executive Director

- (b) Trustee, Bond Registrar,
or Paying Agent: Zions First National Bank
1001 Seventeenth Street, Suite 850
Denver, Colorado 80202
Attention: Corporate Trust Department

- (c) Auxiliary Agreement
Providers (as address set forth in each respective Auxiliary
Agreement)

Either the Authority, the Paying Agent, the Bond Registrar or the Trustee may change the address listed for it above at any time upon written notice of such change sent by United States mail, postage prepaid (or transmitted in such other manner as such parties shall agree) to the Authority or the Trustee, as the case may be.

Section 13.12. Applicable Law. The Indenture shall be governed exclusively by the applicable laws of the State.

Section 13.13. Table of Contents and Section Headings Not Controlling. The Table of Contents and the headings of the several Articles and Sections of this Master 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 Master Indenture.

Section 13.14. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in Article VII, Article VIII or Article XI of this Master Indenture, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in said Article VII, Article VIII or Article XI. At the time of any consent or other action taken under said Article VII, Article VIII or Article XI, the Authority shall file with the Trustee and the Bond Registrar an Authority Certificate listing and describing all Bonds to be excluded.

Section 13.15. Counterparts. This Master 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.

Section 13.16. Effective Date; Execution and Delivery. This Master Indenture shall become effective upon its execution and delivery by the Authority and the Trustee.

Section 13.17. Agreement of the State. In accordance with the Act, the Authority hereby includes as a part of its contract with the Owners of the Bonds the following pledge and agreement of the State: The State does hereby pledge to and agree with the Owners of the Bonds that the State will not limit or alter the rights hereby vested in the Authority to fulfill the terms of any agreements made with the Owners of the Bonds or in any way impair the rights and remedies of the Owners of the Bonds until the Bonds, together with the interest thereon, with interest on any unpaid installments of interest, and all costs and expenses in connection with any action or proceeding by or on behalf of the Owners of the Bonds are fully met and discharged.

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

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____
Executive Director

Attest:

By: _____
Assistant Secretary

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____
Title: _____

2014 SERIES A INDENTURE

between

COLORADO HOUSING AND FINANCE AUTHORITY

and

ZIONS FIRST NATIONAL BANK, AS TRUSTEE

DATED AS OF NOVEMBER 1, 2014

securing

Federally Taxable Single Family Mortgage Class I Bonds, 2014 Series A

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This 2014 Series A Indenture, dated as of November 1, 2014 (this “Series Indenture”), between the Colorado Housing and Finance Authority (the “Authority”), a body corporate and political subdivision of the State of Colorado, and Zions First National Bank, as Trustee (the “Trustee”), a national banking association, duly organized and existing under the laws of the United States of America, with a corporate trust office located in Denver, Colorado, and authorized under such laws to accept and execute trusts of the character herein set forth,

W I T N E S S E T H :

WHEREAS, the Authority has entered into a Master Indenture of Trust dated as of October 1, 2001 (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 pursuant to the Master Indenture and one or more Series Indentures; and

WHEREAS, in order to accomplish the purposes set forth in the Master Indenture, the Authority has determined it appropriate and necessary to issue bonds under this Series Indenture; 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 2014A 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 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 10.1(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:

“2014A Bonds” means the Colorado Housing and Finance Authority Federally Taxable Single Family Mortgage Class I Bonds, 2014 Series A authorized by, and at any time Outstanding pursuant to, the Indenture.

“2014A Mortgage Loans” means (a) the Mortgage Loans held in the 2004 Series A subaccount of the Acquisition Account, (b) the Mortgage Loans held in the 2005 Series A subaccount of the Acquisition Account, and (c) the Mortgage Loans held in the surplus assets subaccount of the Acquisition Account that are identified in an Authority Request, all of which are to be transferred to the 2014 Series A subaccount of the Acquisition Account in connection with the refunding of the Refunded Bonds.

“Authorized Denominations” means \$5,000 and any integral multiple thereof.

“Closing Date” means the date of initial issuance and delivery of the 2014A Bonds.

“Debt Service Reserve Fund Requirement” means, with respect to the 2014A Bonds and as of each determination date, an amount equal to 5% of the Aggregate Principal Amount of all 2014A Bonds then Outstanding.

“Interest Payment Date” means each date on which interest is to be paid on 2014A Bonds and is each Stated Interest Payment Date and each Maturity Date.

“Maturity Date” means the respective dates set forth in Section 2.1 of this Series Indenture.

“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>.

“Record Date” means the fifteenth day (whether or not a Business Day) of the month next preceding each Interest Payment Date.

“Refunded Bonds” means (a) the Colorado Housing and Finance Authority Single Family Mortgage Class I Adjustable Rate Bonds, 2004 Series A-2 and (b) the Colorado Housing and Finance Authority Single Family Mortgage Class I Adjustable Rate Bonds, 2005 Series A-2.

“Stated Interest Payment Dates” means each May 1 and November 1, commencing May 1, 2015.

(End of Article I)

ARTICLE II

AUTHORIZATION AND ISSUANCE OF 2014A BONDS

Section 2.1 Authorization of 2014A 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 Program is hereby created. Such 2014A Bonds shall be issued as Class I Bonds in a single subseries, designated as the “Colorado Housing and Finance Authority Federally Taxable Single Family Mortgage Class I Bonds, 2014 Series A.”

(b) The Aggregate Principal Amount of 2014A Bonds which may be issued and Outstanding under the Indenture shall not exceed \$55,435,000. The 2014A Bonds shall be issued only in fully registered form, without coupons.

(c) The 2014A Bonds shall mature, subject to the right of prior redemption as set forth in Article III of this Series Indenture, on the dates and in the principal amounts and shall bear interest, payable on each Interest Rate Date, at the respective rates per annum set forth below:

<u>Maturity Date</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
May 1, 2015	\$ 3,080,000	0.330%
November 1, 2015	2,965,000	0.400%
May 1, 2016	2,910,000	0.620%
November 1, 2016	2,810,000	0.720%
May 1, 2017	2,775,000	1.170%
November 1, 2017	2,695,000	1.320%
May 1, 2018	2,655,000	1.694%
November 1, 2018	2,585,000	1.844%
May 1, 2019	2,555,000	2.024%
November 1, 2019	2,470,000	2.144%
May 1, 2020	2,430,000	2.373%
November 1, 2020	2,375,000	2.543%
May 1, 2021	2,335,000	2.713%
November 1, 2021	2,290,000	2.793%
May 1, 2022	1,985,000	2.881%
November 1, 2022	1,950,000	2.981%
May 1, 2023	1,730,000	3.081%
November 1, 2023	1,700,000	3.161%
November 1, 2027	11,140,000	3.531%

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

(a) Each 2014A 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 2014A Bonds, in which event such Bond shall bear interest from its dated date. Payment of interest on any 2014A Bond shall be made to the Person whose name appears on the registration records kept by the Bond Registrar as the registered owner thereof on the Record Date, such interest to be paid by check or draft mailed to the registered owner at his address as it appears on such registration records or at such other address as it may have filed with the Bond Registrar for that purpose, and the Bond Registrar shall keep a record in such registration records or at such other address as it appears on such registration records or at such other address as it may have filed with the Bond Registrar for that purpose.

(b) The 2014A Bonds shall be issued only in the form of fully registered Bonds in Authorized Denominations.

(c) The principal of and interest on the 2014A Bonds shall be payable in lawful money of the United States of America. The interest on the 2014A Bonds shall be paid by the Paying Agent on the Interest Payment Dates by check mailed by the Paying Agent to the respective Owners of record 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 such an Owner of \$1,000,000 or more in Aggregate Principal Amount of 2014A 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 Payment Date, upon surrender thereof at the office of the Paying Agent.

(d) The 2014A Bonds shall be dated the Closing Date and shall bear interest until the entire principal amount of the Bonds has been paid. Interest on the 2014A 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 2014A1 Bonds shall be numbered separately from 1 upward preceded by the legend RAI- prefixed to the number.

Section 2.3 Forms of Bonds and Certificates of Authentication. The form of the 2014A Bonds shall be substantially as set forth in Exhibit A to this Series Indenture. Any 2014A Bonds 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 2014A 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 2014A Bonds, and the Secretary/Treasurer, Executive Director or other officer named in this Section 2.4 (other than the officer executing the 2014A 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 2014A Bonds are authorized for the purpose of refunding the Refunded Bonds.

(End of Article II)

ARTICLE III
REDEMPTION OF THE 2014A BONDS

Section 3.1 Special Redemption.

(a) The 2014A Bonds are subject to redemption prior to their respective Maturity Dates as a whole or in part at a Redemption Price equal to the principal amount thereof plus accrued interest thereon to the date of redemption, without premium, on any date, from amounts deposited in the 2014 Series A subaccount of the Redemption Fund pursuant to Section 5.5(d) of the Master Indenture.

If less than all of the 2014A Bonds are to be redeemed pursuant to the preceding paragraph, then, except as otherwise directed by an Authority Request that certifies that such request is consistent with the most recently filed Cash Flow Statement Related to the 2014A Bonds, the 2014A Bonds shall be redeemed on a pro rata by maturity basis.

(b) Prior to each special redemption date, the Trustee shall notify the Paying Agent and Bond Registrar of the estimated amounts of moneys available for special redemption in order to allow the Bond Registrar sufficient time to select Bonds for redemption and to mail redemption notices within the time periods required by the Indenture.

Section 3.2 2014 Series A Class I Sinking Fund Installments.

(a) The 2014A Bonds maturing on November 1, 2027 shall be redeemed prior to their maturity, in part, by payment of 2014 Series A Class I Sinking Fund Installments, upon notice as provided in Section 3.2 of the Master Indenture and Section 3.5 of this Series Indenture, on each of the dates set forth below and in the respective principal amounts set forth opposite each date, in each case at a Redemption Price equal to 100% of the principal amount of such Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date as follows:

<u>Date</u>	<u>Principal Amount</u>
May 1, 2024	\$ 1,680,000
November 1, 2024	1,640,000
May 1, 2025	1,630,000
November 1, 2025	1,620,000
May 1, 2026	1,610,000
November 1, 2026	1,595,000
May 1, 2027	690,000
November 1, 2027*	675,000

*Maturity Date

(b) Upon any purchase pursuant to Section 3.6 of the Master Indenture or redemption (other than pursuant to this Section 3.2) of 2014A Bonds for which 2014 Series A Class I

Sinking Fund Installments have been established, there shall be credited toward each 2014 Series A Class I Sinking Fund Installment thereafter to become for such 2014A Bonds due an amount bearing the same ratio to such 2014 Series A Class I Sinking Fund Installment as (i) the total principal amount of such 2014A Bonds so purchased or redeemed bears to (ii) the Aggregate Principal Amount of such 2014A Bonds Outstanding prior to such redemption or purchase. If, however, there shall be filed with the Trustee an Authority Request specifying a different method for crediting 2014 Series A Class I Sinking Fund Installments upon any such purchase or redemption of such 2014A Bonds, and certifying that such request is consistent with the most recently filed Cash Flow Statement Related to the 2014A Bonds, then such 2014 Series A Class I Sinking Fund Installments shall be so credited as shall be provided in such Authority Request.

Section 3.3 Optional Redemption. The 2014A Bonds maturing on November 1, 2027 shall be subject to redemption prior to maturity at the option of the Authority from any source, on or after November 1, 2023 in whole or in part at any time, at a Redemption Price equal to 100% of the principal amount thereof plus the accrued interest thereon to the date of redemption.

Section 3.4 Selection of Bonds for Redemption. In the event of a partial redemption of 2014A Bonds, the Authority shall direct the maturity or maturities, and the amounts thereof, so to be redeemed. If less than all the 2014A Bonds of like maturity are to be redeemed on any one date pursuant to this Article III, the particular 2014A Bonds or the respective portions thereof to be redeemed shall be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion deems fair and appropriate.

Section 3.5 Notice of Redemption. The 2014A Bonds shall be redeemed as provided in this Article III upon notice as provided in Section 3.2 of the Master Indenture and to the MSRB, provided that notices of redemption shall be given not more than 60 days nor less than 25 days prior to the redemption date.

(End of Article III)

ARTICLE IV

APPLICATION OF BOND PROCEEDS AND OTHER ASSETS

Section 4.1 Proceeds of the 2014A Bonds. On the Closing Date, the proceeds of the sale and delivery of the 2014A Bonds shall be deposited into the 2014 Series A Refunding Account, and then shall be immediately transferred as follows: (a) \$30,200,000 to the 2004 Series A subaccount of the Class I Special Redemption Account and (b) \$25,235,000 to the 2005 Series A subaccount of the Class I Special Redemption Account, such proceeds being sufficient, together with other amounts described in Sections 4.2(b) and (c), respectively, to redeem the Refunded Bonds on the Closing Date.

Section 4.2 Application of Other Moneys and Mortgage Loans. Simultaneously with the redemption and payment of the Refunded Bonds on the Closing Date:

(a) there shall be deposited into the 2014 Series A subaccount of the Cost of Issuance Account an amount of Authority moneys equal to \$630,000, consisting of (i) \$472,524, equal to the premium derived from the sale of the investments held in the 2005 Series A subaccount of the Debt Service Reserve Fund, and (ii) \$157,476 of moneys in the surplus assets subaccount of the Program Fund;

(b) \$7,931,566.99 held in the 2004 Series A subaccounts of the Class I Debt Service Fund and Revenue Fund shall be transferred to the 2014 Series A Refunding Account, and then shall be immediately transferred to the 2004 Series A subaccount of the Class I Special Redemption Account, to redeem the Refunded Bonds described in clause (a) of the definition thereof on the Closing Date;

(c) \$5,070,000 derived from the sale of the investments held in the 2005 Series A subaccount of the Debt Service Reserve Fund and \$3,826,402.60 held in the 2005 Series A subaccounts of the Class I Debt Service Fund and Revenue Fund shall be transferred to the 2014 Series A Refunding Account, and then shall be immediately transferred to the 2005 Series A subaccount of the Class I Special Redemption Account, to redeem the Refunded Bonds described in clause (b) of the definition thereof on the Closing Date;

(d) \$2,771,750 par value of the investments held in the 2004 Series A subaccount of the Debt Service Reserve Fund shall be transferred to the 2014 Series A subaccount of the Debt Service Reserve Fund;

(e) after taking into account the transfer from the 2005 Series A subaccount of the Debt Service Reserve Fund described in paragraphs (c) and (d) of this Section 4.2, the remaining moneys and investments held in the subaccounts of the Debt Service Reserve Fund for the Refunded Bonds shall be transferred to the surplus assets subaccount of the Program Fund;

(f) after taking into account the transfers from the subaccounts of the Class I Debt Service Fund and the Revenue Fund for the Refunded Bonds described in paragraphs (b) and (c) of this Section 4.2, the remaining moneys in such subaccounts shall be transferred to the 2014

Series A subaccount of the Class I Debt Service Fund and the 2014 Series A subaccount of the Revenue Fund, respectively; and

(g) the 2014A Mortgage Loans shall be transferred to the 2014 Series A subaccount of the Acquisition Account.

Section 4.3 No Interest Reserve Account Deposit. None of the moneys to be deposited into the 2014 Series A subaccount of the Debt Service Reserve Fund shall be deposited into a subaccount of the Interest Reserve Account.

(End of Article IV)

ARTICLE V
ESTABLISHMENT OF CERTAIN SUBACCOUNTS

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 2014 Series A subaccount of the Acquisition Account;
- (b) the 2014 Series A subaccount of the Cost of Issuance Account;
- (c) the 2014 Series A Refunding Account, created as a special temporary account in the Program Fund pursuant to Section 5.1(f) of the Master Indenture;
- (d) the 2014 Series A subaccount of the Revenue Fund;
- (e) the 2014 Series A subaccount of the Debt Service Reserve Fund;
- (f) the 2014 Series A subaccount of the Class I Debt Service Fund; and
- (g) the 2014 Series A subaccount of the Class I Special Redemption Account.

Section 5.2 Limitation on Payment of Fiduciary, Expenses, Program Expenses and Servicing Fees; No Recycling.

(a) Fiduciary Expenses which may be paid from the 2014 Series A subaccount of the Revenue Fund pursuant to Section 5.5(d)(i)(M) of the Master Indenture may not exceed the maximum amount consistent with the most recent Cash Flow Statement.

(b) Program Expenses and Fiduciary Expenses which may be paid from the 2014 Series A subaccount of the Revenue Fund pursuant to Section 5.5(d)(i)(Q) of the Master Indenture may not exceed the maximum amount consistent with the most recent Cash Flow Statement.

(c) The Authority covenants and agrees that Servicing Fees with respect to 2014A Mortgage Loans shall not exceed the maximum amount consistent with the most recent Cash Flow Statement.

(d) The Authority covenants and agrees that Mortgage Revenues on the 2014A Mortgage Loans shall not be transferred into the Loan Recycling Account or otherwise used to finance or refinance additional Mortgage Loans or MBS.

(e) The Authority covenants and agrees that (a) it shall not apply any Mortgage Revenues on the 2014A Mortgage Loans to the redemption of any Series of Bonds other than the 2014A Bonds, and (b) no Mortgage Revenues on Mortgage Loans securing any Series of Bonds

other than the 2014A Bonds shall be applied to the redemption of the 2014A Bonds pursuant to Section 3.1 or Section 3.3 hereof.

(End of Article V)

ARTICLE VI
MISCELLANEOUS

Section 6.1 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 6.2 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 6.3 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 6.4 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 VI)

[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

ZIONS FIRST NATIONAL BANK, as Trustee

By: _____
Title: _____

EXHIBIT A
(FORM OF 2014A BOND)

No. RAI-_____

\$_____

COLORADO HOUSING AND FINANCE AUTHORITY
FEDERALLY TAXABLE SINGLE FAMILY MORTGAGE CLASS I BONDS
2014 SERIES A

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

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.

<u>DATE OF ORIGINAL ISSUE</u>	<u>MATURITY DATE</u>	<u>CUSIP</u>	<u>INTEREST RATE</u>
November __, 2014	_____ 1, 20__		____%

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 October 1, 2001, as amended, between the Authority and Zions First National Bank, as trustee (the “Trustee”) and the 2014 Series A Indenture dated as of November 1, 2014, 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 Single Family Mortgage Class I Bonds 2014 Series A” (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 constitutes a Class I Obligation under the Indenture and is secured solely by the pledge and lien of the Trust Estate contained therein, which is in the following order of priority: first, to secure the payment of the principal of and interest on the Class I Obligations in accordance with the terms and the provisions of the Indenture, second, to secure the payment of the principal of and interest on the Class II Obligations in accordance with the terms and the provisions of the Indenture, third, to secure the payment of the principal of and interest on the Class III Obligations in accordance with the terms and the provisions of the Indenture, and fourth, to secure the payment of the principal of and interest on the Class IV Obligations 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 PAYABLE SOLELY FROM, AND SECURED BY, THE REVENUES OF THE AUTHORITY 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 \$5,000 or any integral multiples of \$5,000 (“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 May 1, 2015) 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 special, sinking fund and 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 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

(FORM OF CERTIFICATE OF AUTHENTICATION)

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

Date of Authentication: _____

ZIONS FIRST NATIONAL BANK,
as Trustee

By: _____
Authorized Officer

(FORM OF 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.

APPENDIX B-1

The Outstanding Bonds and Auxiliary Obligations

The Outstanding Bonds

As of August 1, 2014, the following Series of Bonds issued by the Authority were outstanding under the Master Indenture in the Classes as indicated:

<u>Title of Bonds</u>	<u>Principal Amount Issued</u>	<u>Outstanding Principal Amount (August 1, 2014)</u> ⁽⁶⁾
2001 Series AA:		
Taxable Adjustable 2001 Series AA-1 (Class I) ⁽¹⁾	\$30,000,000	\$30,000,000
Adjustable 2001 Series AA-2 (Class I)	46,840,000	45,900,000
Adjustable 2001 Series AA-3 (Class I)	25,000,000	14,730,000
2002 Series A:		
Adjustable 2002 Series A-3 (Class I)	\$23,075,000	\$15,040,000
2002 Series B:		
Adjustable 2002 Series B-3 (Class I)	\$40,000,000	\$23,240,000
2002 Series C:		
Adjustable 2002 Series C-3 (Class I)	\$40,000,000	\$28,755,000
2003 Series A:		
Adjustable 2003 Series A-1 (Class I) ⁽¹⁾	\$4,620,000	\$4,620,000
2003 Series B:		
Taxable Adjustable 2003 Series B-1 (Class I) ⁽¹⁾	\$28,970,000	\$28,970,000
Taxable Adjustable 2003 Series B-2 (Class I) ⁽¹⁾	13,625,000	13,625,000
Adjustable 2003 Series B-3 (Class I)	60,000,000	48,435,000
2003 Series C:		
Taxable Adjustable 2003 Series C-1 (Class I) ⁽¹⁾	\$ 9,535,000	\$9,535,000
Adjustable 2003 Series C-2 (Class I)	40,000,000	31,565,000
2004 Series A:		
Adjustable 2004 Series A-2 (Class I) ⁽²⁾	\$50,000,000	\$40,340,000
2004 Series A-3 (Class III)	13,000,000	60,000
2004 Series B:		
Adjustable 2004 Series B-2 (Class I)	\$40,000,000	\$30,410,000
2004 Series B-3 (Class III) ⁽⁷⁾	11,000,000	390,000
2005 Series A:		
Adjustable 2005 Series A-2 (Class I) ⁽²⁾	\$40,000,000	\$36,010,000
2005 Series A-3 (Class III) ⁽⁷⁾	10,000,000	355,000
2005 Series B:		
Adjustable 2005 Series B-2 (Class I)	\$80,000,000	\$36,650,000
2005 Series B-1A (Class I)	40,000,000	9,150,000
2005 Series B-1B (Class I)	40,000,000	9,150,000
2006 Series A:		
Adjustable 2006 Series A-2 (Class I)	\$20,590,000	\$9,365,000
Adjustable 2006 Series A-3 (Class I)	40,000,000	37,720,000

<u>Title of Bonds</u>	<u>Principal Amount Issued</u>	<u>Outstanding Principal Amount (August 1, 2014) ⁽⁶⁾</u>
2006 Series B:		
Taxable Adjustable 2006 Series B-1 (Class I) ⁽¹⁾	\$ 3,250,000	\$ 3,250,000
Adjustable 2006 Series B-2 (Class I)	49,325,000	34,210,000
Adjustable 2006 Series B-3 (Class I)	62,945,000	56,635,000
2006 Series C:		
Taxable Adjustable 2006 Series C-1 (Class I) ⁽¹⁾	\$ 3,230,000	\$ 3,230,000
Adjustable 2006 Series C-2 (Class I) ⁽²⁾	70,700,000	14,040,000
2006 Series C-3 (Class II)	29,300,000	1,400,000
2007 Series A:		
Taxable Adjustable 2007 Series A-1 (Class I) ⁽¹⁾	\$ 7,595,000	\$ 7,595,000
Adjustable 2007 Series A-2 (Class I)	70,000,000	52,850,000
2007 Series A-3 (Class III)	35,000,000	22,140,000
2007 Series B:		
Taxable Adjustable 2007 Series B-1 (Class I) ⁽¹⁾	\$120,000,000	\$36,370,000
Adjustable 2007 Series B-2 (Class I)	50,000,000	50,000,000
Adjustable 2007 Series B-3 (Class II)	50,000,000	43,395,000
2008 Series A:		
Taxable Adjustable 2008 Series A-1 (Class I) ⁽¹⁾	\$40,040,000	\$40,040,000
Taxable Adjustable 2008 Series A-2 (Class I) ⁽¹⁾	50,960,000	50,960,000
2008 Series A-5 (Class III)	23,955,000	19,580,000
2009 Series A:		
2009 Series A-1 (Class I)	\$90,000,000	\$43,300,000
2011 Series D:		
Adjustable 2011 Series D-1 (Class I) ⁽³⁾⁽⁴⁾	\$29,955,000	\$ 6,375,000
Adjustable 2011 Series D-2 (Class I) ⁽³⁾⁽⁴⁾	24,130,000	24,130,000
2012 Series A:		
Adjustable 2012 Series A-1 (Class I) ⁽³⁾⁽⁵⁾	\$19,100,000	\$17,335,000
Adjustable 2012 Series A-2 (Class I) ⁽³⁾⁽⁵⁾	80,000,000	59,170,000
2013 Series B:		
Adjustable 2013 Series B (Class II) ⁽³⁾⁽⁵⁾	\$39,950,000	\$39,950,000
Total Class I Bonds:	\$1,483,485,000	\$1,002,700,000
Total Class II Bonds:	119,250,000	84,745,000
Total Class III Bonds:	92,955,000	42,795,000
Total Class IV Bonds:	<u>0</u>	<u>0</u>
TOTAL	<u>\$1,695,690,000</u>	<u>\$1,130,240,000</u>

-
- (1) The Federal Home Loan Bank Seattle ("**FHLB Seattle**") purchased the Series of Bonds (as indicated) which, at the time of such purchase, were converted to bear interest at an adjustable rate determined monthly by a calculation agent based on one-month LIBOR plus an established spread. There is no remarketing agent for these Bonds, and interest is payable monthly. The Authority has retained the right to change the interest rate mode on these Bonds prior to maturity.
- (2) These Bonds are the Refunded Bonds as described in this Official Statement.
- (3) All of the Bonds indicated as "Adjustable" in this table, other than these Bonds, are in a weekly interest rate mode, with the interest rate adjusted by the related Remarketing Agent each week as described in the official statements relating to such bonds. See **Appendix I** – "REMARKETING AGENTS UNDER MASTER INDENTURE." These Bonds are index rate bonds, which bear interest at an adjustable rate determined monthly by a calculation agent based on one-month LIBOR plus an established spread. There is no remarketing agent for these Bonds.
- (4) The Single Family Class I Adjustable Index Rate Bonds, 2011 Series D, were issued by the Authority directly to Wells Fargo Bank, National Association ("**Wells**"), as the purchaser. In connection with such issuance and purchase, the Authority and Wells entered into a Continuing Covenant Agreement dated as of November 1, 2011. The 2011 Series D-1 Bonds mature on November 1, 2014, and the 2011 Series D-2 Bonds mature on November 1, 2016. The 2011 Series D-1 Bonds are subject to mandatory sinking fund redemption payments on each May 1 and November 1 prior to their maturity date, and mandatory sinking fund redemption payments are due on such dates for the 2011 Series D-2 Bonds commencing on May 1, 2015 through their maturity date.
- (5) The Single Family Class I Adjustable Rate Bonds, 2012 Series A ("**2012A Bonds**"), were issued by the Authority directly to Wells, as the purchaser, pursuant to a Continuing Covenant Agreement dated as of September 1, 2012 (the "**CCA**"). The 2012A Bonds bear interest in the LIBOR Index Rate Mode during the Initial Direct Purchase Period, which ends no later than the Bank Purchase Date (September 19, 2015). On such Bank Purchase Date, the 2012A Bonds will be subject to mandatory purchase from Wells Fargo. In the event that the 2012A Bonds are not purchased or remarketed on such Bank Purchase Date, (i) the 2012A Bonds will bear interest at the Amortization Period Rate unless an Event of Default as defined in the CCA has occurred at which time the 2012A Bonds will bear interest at the Default Rate, and (ii) the Aggregate Principal Amount of such 2012A Bonds will be payable in semiannual installments on each Amortization Principal Payment Date. The amount of such principal payments will be determined in order to fully amortize the Aggregate Principal Amount of such 2012A Bonds equally with the final principal payment due and payable on the third (3rd) anniversary of the Bank Purchase Date (September 19, 2018).
- (6) This table includes the Refunded Bonds, but does not include the 2014 Series A Bonds.
- (7) To be paid in full on November 1, 2014.

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The Outstanding Auxiliary Obligations

The Auxiliary Obligations under the Master Indenture are the obligations of the Authority for the payment of money under Liquidity Facilities and Interest Rate Contracts.

Outstanding Liquidity Facilities

The Authority has previously entered into standby bond purchase agreements (constituting Liquidity Facilities under the Master Indenture) among the Authority, the Paying Agent and a Liquidity Facility Provider. The following table describes the Liquidity Facilities in effect as of August 1, 2014 with respect to the outstanding Series of Adjustable Rate Bonds under the Master Indenture, the name of the respective Liquidity Facility Providers, the expiration dates (unless earlier terminated or, in some cases as permitted, extended), the Bank Bond rates, terms for accelerated payments and lien levels. As of August 1, 2014, the aggregate principal amount of Bonds for which Royal Bank of Canada provided Liquidity Facilities was \$271,670,000 (39.4%), for which the Federal Home Loan Bank of Topeka provided Liquidity Facilities was \$268,295,000 (39.0%), for which Barclays Bank PLC provided Liquidity Facilities was \$88,645,000 (12.8%) and for which The Bank of New York Mellon provided Liquidity Facilities was \$60,630,000 (8.8%).

Upon the refunding of the Refunded Bonds and termination of the related Liquidity Facilities, the aggregate principal amount of Bonds for which Royal Bank of Canada provides Liquidity Facilities will be \$195,320,000 (32%).

The Authority's obligations to repay the Liquidity Facility Providers prior to stated maturity or any mandatory sinking fund redemption date for any principal amounts due on any Bank Bonds outstanding under a Liquidity Facility constitute in some cases Class III Obligations under the Master Indenture and also constitute general obligations of the Authority and, for other Series, constitute Class I Obligations under the Master Indenture. See "Part II - CERTAIN BONDOWNERS' RISKS – Risks Related to the Liquidity Facility Providers and the Liquidity Facilities."

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Outstanding Liquidity Facilities and Providers⁽¹⁾

<u>Series of Adjustable Rate Bonds</u>	<u>Related Liquidity Facility Provider</u>	<u>Expiration Date of Liquidity Facility</u>	<u>Bank Bond Rate/ Accelerated Payments/Lien</u>
2001AA-2	The Bank of New York Mellon	June 12, 2016	(2)
2001AA-3	The Bank of New York Mellon	June 12, 2016	(2)
2002A-3	Federal Home Loan Bank of Topeka	April 25, 2016	(3)
2002B-3	Barclays Bank PLC	December 18, 2015	(4)
2002C-3	Barclays Bank PLC	December 18, 2015	(4)
2003B-3	Federal Home Loan Bank of Topeka	December 17, 2015	(3)
2003C-2	Royal Bank of Canada	November 19, 2016	(5)
2004A-2 ⁽⁷⁾	Royal Bank of Canada	November 19, 2016 ⁽⁸⁾	(5)
2004B-2	Royal Bank of Canada	November 19, 2016	(5)
2005A-2 ⁽⁷⁾	Royal Bank of Canada	November 19, 2016 ⁽⁸⁾	(5)
2005B-2	Barclays Bank PLC	September 4, 2015	(6)
2006A-2 and A-3	Federal Home Loan Bank of Topeka	May 6, 2016	(3)
2006B-2 and B-3	Federal Home Loan Bank of Topeka	June 3, 2016	(3)
2006C-2	Federal Home Loan Bank of Topeka	June 24, 2016	(3)
2007A-2	Federal Home Loan Bank of Topeka	June 24, 2016	(3)
2007B-2	Royal Bank of Canada	November 19, 2016	(5)
2007B-3	Royal Bank of Canada	November 19, 2016	(5)
2013B	Royal Bank of Canada	November 19, 2016	(5)

⁽¹⁾ As of August 1, 2014. Certain adjustable Bonds have been issued and purchased directly for a term which, upon expiration, will result in a mandatory tender and a Liquidity Facility may be delivered in connection with the remarketing of such Bonds. See footnote 5 in "The Outstanding Bonds" under this caption.

⁽²⁾ (a) Bank Rate: the "Base Rate" plus 2.00%. The "Base Rate" equals the greater of (i) the prime rate and (ii) the sum of the Fed funds rate plus 1.00%.

(b) Term out provisions: accelerated principal payment due in full on fifth anniversary following the 90th day after the purchase date. Class I lien.

⁽³⁾ (a) Bank Rate: One-Month LIBOR plus 2.00% (1.50% for 2003 Series B-3 Bonds).

(b) Term out provisions: repayments due 90 days following purchase date in equal semiannual installments until fifth anniversary of the purchase date. Class III lien/General Obligation.

⁽⁴⁾ (a) Bank Rate: for the first 60 days following the purchase date, the "Base Rate" which equals the highest of (i) the Fed funds rate plus 2.5%, (ii) the prime rate plus 2.5%, (iii) 150% of yield on actively traded 30-year United States Treasury Bonds and (iv) 8%; then for the period 61-120 days following the purchase date, the Base Rate plus 1.00%; then for the period 121 days and higher following the purchase date, the Base Rate plus 2.00%.

(b) Term out provisions: accelerated principal payment due in full on the date which is three years following the purchase date. Class I lien.

⁽⁵⁾ (a) Bank Rate: for the first 90 days following the purchase date, the "Base Rate" which equals the highest of (i) the prime rate plus 2.50%, (ii) the Fed funds rate plus 3.00% and (iii) 8.00%; then for the period 91-180 days following the purchase date, the Base Rate plus 1.00%; then for the period 181 days and higher following the purchase date, the Base Rate plus 2.00%.

(b) Term out provisions: repayments due on the first business day of February, May, August or November on or following 90 days following purchase date and thereafter quarterly on each such dates in equal installments to the third anniversary of such purchase date. Class I lien.

⁽⁶⁾ (a) Bank Rate: for the first 30 days following the purchase date, the "Base Rate" which equals the highest of (i) the Fed funds rate plus 5%, (ii) the prime rate plus 5% and (iii) Three-Month LIBOR plus 5%; then for the period 31-90 days following the purchase date, the Base Rate plus 2.00%; then for the period 91 days and higher following the purchase date, equal to the highest of (1) 12% per annum, (2) 150% of LIBOR and (3) 150% of the yield on actively traded 30-year United States Treasury Bonds.

(b) Term out provisions: accelerated principal payment due in full on the date which is three years following the purchase date. Class III lien/General Obligation.

⁽⁷⁾ These Bonds are the Refunded Bonds. See "Part I – PLAN OF FINANCE."

⁽⁸⁾ These Liquidity Facilities will be terminated in connection with the refunding of the Refunded Bonds. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Related Interest Rate Contracts and Liquidity Facilities."

Outstanding Interest Rate Contracts

In connection with the issuance of certain outstanding Adjustable Rate Bonds under the Master Indenture, the Authority has previously entered into the Interest Rate Contracts listed in the following table. As of August 1, 2014, the total notional amount of Interest Rate Contracts provided by Barclays Bank PLC was \$321,470,000 (35.1%); by Bank of America, N.A. was \$243,810,000 (26.7%); by Wells Fargo Bank, N.A. was \$202,610,000 (22.2%); by JPMorgan Chase Bank, N.A. was \$81,625,000 (8.9%); by The Bank of New York Mellon was \$50,960,000 (5.6%); and by Royal Bank of Canada was \$13,625,000 (1.5%).

<u>Outstanding Interest Rate Contracts</u> ⁽²⁾	<u>Amount</u> ⁽¹⁾	<u>Counterparty</u> ⁽²⁾
2001 Series AA Interest Rate Contracts:		
Taxable Adjustable 2001 Series AA-1 (Class I)	\$30,000,000	Barclays Bank PLC
Adjustable 2001 Series AA-2 (Class I)	45,900,000	Barclays Bank PLC
Adjustable 2001 Series AA-3 (Class I)	14,730,000	Barclays Bank PLC
2002 Series A Interest Rate Contract:		
Adjustable 2002 Series A-3 (Class I)	15,040,000	Barclays Bank PLC
2002 Series B Interest Rate Contract:		
Adjustable 2002 Series B-3 (Class I)	23,240,000	Barclays Bank PLC ⁽³⁾
2002 Series C Interest Rate Contract:		
Adjustable 2002 Series C-3 (Class I)	28,755,000	Barclays Bank PLC ⁽³⁾
2003 Series B Interest Rate Contracts:		
Taxable Adjustable 2003 Series B-1 (Class I)	28,970,000	Barclays Bank PLC
Taxable Adjustable 2003 Series B-2 (Class I)	13,625,000	Royal Bank of Canada
Adjustable 2003 Series B-3 (Class I)	48,435,000	Barclays Bank PLC
2003 Series C Interest Rate Contract:		
Adjustable 2003 Series C-2 (Class I)	31,565,000	Barclays Bank PLC
2004 Series A Interest Rate Contract:		
Adjustable 2004 Series A-2 (Class I) ⁽³⁾	40,370,000	Wells Fargo Bank, N.A.
2004 Series B Interest Rate Contract:		
Adjustable 2004 Series B-2 (Class I)	30,410,000	Wells Fargo Bank, N.A.
2005 Series A Interest Rate Contract:		
Adjustable 2005 Series A-2 (Class I) ⁽³⁾	36,010,000	Wells Fargo Bank, N.A.
2005 Series B Interest Rate Contract:		
Adjustable 2005 Series B-2 (Class I)	36,650,000	Wells Fargo Bank, N.A.
2006 Series A Interest Rate Contracts:		
Taxable Adjustable 2006 Series A-1 (Class I)	4,010,000	JPMorgan Chase Bank, N.A.
Adjustable 2006 Series A-3 (Class I)	37,720,000	Bank of America, N.A.
2006 Series B Interest Rate Contracts:		
Taxable Adjustable 2006 Series B-1 (Class I)	3,250,000	JPMorgan Chase Bank, N.A.
Adjustable 2006 Series B-2 (Class I)	34,210,000	Bank of America, N.A.
Adjustable 2006 Series B-3 (Class I)	56,635,000	Bank of America, N.A.
2006 Series C Interest Rate Contracts:		
Taxable Adjustable 2006 Series C-1 (Class I)	3,230,000	JPMorgan Chase Bank, N.A.
Adjustable 2006 Series C-2 (Class I)	12,395,000	Bank of America, N.A.
2007 Series A Interest Rate Contracts:		
Taxable Adjustable 2007 Series A-1 (Class I)	7,595,000	JPMorgan Chase Bank, N.A.
Adjustable 2007 Series A-2 (Class I)	52,850,000	Bank of America, N.A.

<u>Outstanding Interest Rate Contracts</u> ⁽²⁾	<u>Amount</u> ⁽¹⁾	<u>Counterparty</u> ⁽²⁾
2007 Series B Interest Rate Contracts:		
Taxable Adjustable 2007 Series B-1 (Class I)	\$36,370,000	JPMorgan Chase Bank, N.A.
Adjustable 2007 Series B-2 (Class I)	50,000,000	Bank of America, N.A.
Adjustable 2007 Series B-3 (Class II)	37,500,000	Barclays Bank PLC
2008 Series A Interest Rate Contracts:		
Taxable Adjustable 2008 Series A-1 (Class I)	27,170,000	JPMorgan Chase Bank, N.A.
Taxable Adjustable 2008 Series A-2 (Class I)	50,960,000	Bank of New York Mellon
2012 Series A Interest Rate Contracts:		
Adjustable 2012 Series A-1 (Class I)	17,335,000	Barclays Bank PLC ⁽³⁾
Adjustable 2012 Series A-2 (Class I)	59,170,000	Wells Fargo Bank, N.A.
Total Outstanding Class I Interest Rate Contracts	\$876,500,000	
Total Outstanding Class II Interest Rate Contracts	\$37,500,000	

⁽¹⁾ As of August 1, 2014.

⁽²⁾ In November 2011, the Authority issued its 2011 Series B Bonds and 2011 Series D Bonds (collectively, the "**2011 Bonds**"), the proceeds of which were used to refund all or a portion of certain outstanding Bonds. In connection with the refunding of such Bonds, certain of these Interest Rate Contracts have been reallocated in whole or in part to the 2011 Bonds. These reallocations are not shown separately in this table.

⁽³⁾ These are the Interest Rate Contracts which will be reallocated upon issuance of the 2014 Series A Bonds and refunding of the Refunded Bonds. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Related Interest Rate Contracts and Liquidity Facilities."

Any payments or receipts received by the Authority under the Interest Rate Contracts are pledged under the Master Indenture as Revenues, as described in "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS – Revenues" and "– Interest Rate Contracts." Other than in the case of the Interest Rate Contract relating to the 2007 Series B-3 Bonds which is a Class II Obligation, the Authority's obligation to make regular interest payments to the counterparties under each of the Interest Rate Contracts constitutes a Class I Obligation under the Master Indenture, secured on parity with the lien on the Trust Estate of the other Class I Obligations. The Authority's obligation to make termination payments under each of the Interest Rate Contracts in the event of early termination is a general obligation of the Authority and is not secured by the Trust Estate under the Master Indenture. See "Part II – CERTAIN BONDOWNERS' RISKS – Risks Related to Interest Rate Contracts" and "Part II – COLORADO HOUSING AND FINANCE AUTHORITY – Obligations of the Authority."

See footnote (8) to the audited 2013 financial statements of the Authority attached as Appendix E for a description of the key terms of the outstanding Interest Rate Contracts, including the fair values and the counterparty credit ratings, as of December 31, 2013.

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APPENDIX B-2

The Mortgage Loan Portfolio and Fund Balances⁽¹⁾⁽²⁾⁽³⁾

As of August 1, 2014, First Mortgage Loans with an outstanding aggregate principal balance of \$728,522,225 and Second Mortgage Loans with an outstanding aggregate principal balance of \$35,480,944 had been acquired in the Acquisition Account as a part of the Trust Estate. The following information with respect to such outstanding Mortgage Loans has been provided as of the dates so indicated:

INFORMATION CONCERNING THE MORTGAGE LOANS								
AS OF								
AUGUST 1, 2014								
Series of Bonds	Outstanding Aggregate Principal Balance of First Mortgage Loans	Aggregate Number of Outstanding First Mortgage Loans	Average Principal Balance per First Mortgage Loan	Average Coupon of First Mortgage Loans	Weighted Average Maturity of First Mortgage Loans	Outstanding Aggregate Principal Balance of Second Mortgage Loans	Aggregate Number of Outstanding Second Mortgage Loans	Average Principal Balance per Second Mortgage Loan
2001AA	\$44,428,756	505	\$87,978	6.04%	20.47	\$16,969,859	4,277	\$3,968
2002A	15,458,869	200	77,294	5.77	18.76	--	--	--
2002B	23,145,813	258	89,712	5.90	19.50	291,786	80	3,647
2002C	29,536,161	321	92,013	5.78	19.25	363,896	101	3,603
2003A	13,820,891	152	90,927	5.46	19.28	--	--	--
2003B	46,941,800	505	92,954	5.42	19.30	1,762,328	496	3,553
2003C	29,439,574	324	90,863	5.46	19.56	--	--	--
2004A ⁽⁴⁾	25,613,732	271	94,516	5.08	19.85	--	--	--
2004B	23,551,895	208	113,230	5.23	20.48	--	--	--
2005A ⁽⁴⁾	26,908,512	251	107,205	5.47	20.66	--	--	--
2005B	50,464,961	483	104,482	5.42	21.08	--	--	--
2006A	34,051,585	343	99,276	5.22	21.35	--	--	--
2006B	48,567,415	478	101,605	5.44	21.87	1,309,842	347	3,775
2006C ⁽⁵⁾	41,344,444	374	110,547	6.08	22.45	3,636,446	960	3,788
2007A	51,617,161	464	111,244	5.54	22.72	1,397,745	386	3,621
2007B	63,969,895	575	111,252	5.82	23.11	--	--	--
2008A	90,182,660	729	123,707	6.15	24.64	50,000	2	25,000
2009A	32,889,155	326	100,887	5.06	23.94	--	--	--
Surplus Assets ⁽⁴⁾	36,588,945	757	48,334	6.63	15.55	9,699,043	2,364	4,103
Total	\$728,522,225	7,524	\$96,826	5.69%	21.31	\$35,480,944	9,013	\$3,937
Average for Portfolio	\$38,343,275	396	\$96,826	5.69%	21.31	\$1,867,418	474	\$3,937

⁽¹⁾ Proceeds of the Authority's 2011 Bonds were used to refund all or a portion of certain outstanding Bonds. In connection with the refunding of such Bonds, the Mortgage Loans originally financed with the proceeds of a Series of the refunded Bonds have been deemed under the Indenture to have been financed by both the refunded Bonds and the 2011 Bonds used to redeem the refunded Bonds of such Series. All of such Mortgage Loans deemed to relate to the 2011 Bonds continue to be shown in the following tables under this caption within the original Series.

⁽²⁾ Pursuant to Section 5.5(a) of the Master Indenture, the Authority established a surplus assets subaccount in the Acquisition Account of the Program Fund to which excess cash in the Trust Estate was deposited and used to acquire existing mortgage loans. Such existing mortgage loans are currently held in the surplus assets subaccount as Mortgage Loans under the Master Indenture. Mortgage Repayments and Prepayments relating to such Mortgage Loans held in the surplus assets subaccount may be applied to redeem Bonds of any Series under the Master Indenture as directed by the Authority, except to the extent limited by the provisions of the Series Indenture related to a particular Series. These Mortgage Loans are reflected in the line for "Surplus Assets" in the following tables under this caption.

⁽³⁾ Proceeds of the Authority's 2012 Series A Bonds were used to refund all of the Authority's 2003 Series A-2 Bonds and 2008 Series A-3 Bonds. In connection with the refunding of such Bonds, the Mortgage Loans originally financed with proceeds of each subseries of the refunded Bonds have been deemed under the Indenture to have been financed by the 2012 Series A Bonds.

⁽⁴⁾ Upon redemption and payment of the Refunded Bonds, the 2004A Mortgage Loans, the 2005A Mortgage Loans and certain Mortgage Loans included in the surplus assets subaccount will be transferred to the 2014 Series A subaccount of the Acquisition Account and payments on such Mortgage Loans will be applied to the payment of the 2014 Series A Bonds, as described in "Part I – CERTAIN PROGRAM ASSUMPTIONS – Transfer of 2014A Mortgage Loans."

⁽⁵⁾ Proceeds of the Authority's 2013 Series B Bonds were used to refund certain of the Authority's 2006 Series C-2 Bonds. In connection with the refunding of such Bonds, the Mortgage Loans originally financed with proceeds of the refunded Bonds have been deemed under the Indenture to have been financed by the 2013 Series B Bonds and allocated to the 2013 Series B Bonds and the unrefunded 2006 Series C Bonds as described in the related supplemental indenture.

**MORTGAGE INSURANCE INFORMATION FOR MORTGAGE LOANS
AS OF AUGUST 1, 2014**

Series of Bonds	First Mortgage Loans					Second Mortgage Loans - Uninsured
	Private Mortgage Insurance	FHA – Insured	VA – Guaranteed	RHCDS-Guaranteed	Uninsured	
2001AA	10.4%	47.2%	2.8%	3.0%	9.0%	27.6%
2002A	2.9	82.6	5.7	4.0	4.9	0.0
2002B	5.5	77.4	5.5	4.9	5.5	1.2
2002C	4.3	77.5	6.2	3.7	7.1	1.2
2003A	0.5	85.1	7.4	1.5	5.6	0.0
2003B	2.1	79.7	4.0	3.4	7.3	3.6
2003C	0.0	86.7	3.5	3.1	6.7	0.0
2004A	3.7	69.8	5.6	5.0	15.9	0.0
2004B	1.4	77.8	14.6	2.3	3.9	0.0
2005A	1.7	82.1	6.3	2.1	7.9	0.0
2005B	5.3	75.1	9.0	4.0	6.6	0.0
2006A	9.7	66.9	8.0	2.7	12.7	0.0
2006B	18.6	53.8	4.4	4.4	16.0	2.6
2006C	21.7	60.0	2.3	2.1	5.8	8.1
2007A	41.7	39.8	3.1	1.4	11.4	2.6
2007B	39.4	45.4	3.1	1.4	10.7	0.0
2008A	31.7	56.9	4.9	2.7	3.6	0.1
2009A	0.3	79.4	2.8	1.6	16.0	0.0
Surplus Assets	1.5	54.1	2.4	11.8	9.3	21.0
Average for Portfolio	14.9%	63.4%	4.8%	3.4%	8.8%	4.6%

**INFORMATION CONCERNING PROPERTY TYPES FOR FIRST MORTGAGE LOANS
AS OF AUGUST 1, 2014**

Series of Bonds	Single Family Detached	Condo/Townhome	Other
2001AA	77.9%	16.5%	5.6%
2002A	72.9	23.5	3.5
2002B	70.0	25.7	4.3
2002C	68.4	26.8	4.8
2003A	62.8	31.2	6.0
2003B	69.6	27.4	3.1
2003C	67.0	28.2	4.8
2004A	67.4	26.9	5.7
2004B	70.3	25.2	4.5
2005A	68.0	27.3	4.7
2005B	68.7	25.1	6.2
2006A	68.5	26.9	4.6
2006B	72.4	22.5	5.0
2006C	68.0	22.7	9.3
2007A	70.8	22.3	6.9
2007B	68.8	25.5	5.6
2008A	78.2	16.6	5.1
2009A	74.5	20.3	5.2
Surplus Assets	77.1	15.1	7.7
Average for Portfolio	71.7%	22.8%	5.6%

**FORECLOSURE AND DELINQUENCY STATISTICS
FOR FIRST AND SECOND MORTGAGES (1)
AS OF AUGUST 1, 2014**

Series of Bonds	Number of Loans Financed	Number of Loans Prepaid in Full	Number of Loans Foreclosed to Date	Number of Real Estate Owned	Number of Mortgage Loans Outstanding	Number of Delinquencies 60-90 Days	Value of Delinquent 60-90 Days Loans	Percentage of Total Loans Delinquent 60-90 Days*	Number of Delinquent Loans 90+ Days	Value of Delinquent Loans 90+ Days	Percentage of Total Loans Delinquent 90+ Days*	Number of Loans in Foreclosure	Value of Loans in Foreclosure	Percentage of Loans in Foreclosure*	Percentage of All Loans Delinquent and Foreclosure*
2001AA	13,099	8,162	241	0	4,782	67	\$965,469	1.57%	166	\$1,956,060	6.33%	36	\$815,184	1.33%	2.90%
2002A	1,172	812	128	0	200	4	407,464	2.64	4	406,870	2.63	4	291,299	1.88	4.52
2002B	1,793	1,231	195	0	338	6	296,489	1.27	10	929,886	3.97	3	106,605	0.45	1.72
2002C	2,106	1,478	173	0	422	12	1,046,616	3.50	13	788,655	2.64	3	293,490	0.98	4.48
2003A	697	413	95	0	152	7	740,130	5.36	8	924,224	6.69	1	133,524	0.97	6.32
2003B	3,047	1,791	215	0	1,001	13	623,834	1.28	27	1,263,500	2.59	11	537,879	1.10	2.39
2003C	962	495	115	0	324	4	357,975	1.22	10	1,070,041	3.64	2	272,873	0.93	2.14
2004A	851	415	129	0	271	10	859,415	3.36	9	1,057,754	4.13	0	0	0.00	3.36
2004B	654	303	103	0	208	2	229,219	0.97	8	986,036	4.19	1	133,106	0.57	1.54
2005A	728	341	106	0	251	5	458,808	1.71	4	449,730	1.67	4	521,979	1.94	3.64
2005B	1,281	558	187	0	483	8	1,062,741	2.11	9	1,082,940	2.15	6	772,442	1.53	3.64
2006A	800	314	106	0	343	4	496,051	1.46	10	1,259,365	3.70	14	1,452,986	4.27	5.72
2006B	2,309	1,238	196	0	825	14	857,048	1.72	38	2,735,747	5.49	10	477,441	0.96	2.68
2006C	3,502	1,988	157	0	1,334	22	215,079	0.48	67	2,385,550	5.30	37	761,500	1.69	2.17
2007A	2,174	1,115	165	0	850	25	1,602,784	3.02	32	1,481,888	2.80	18	1,434,703	2.71	5.73
2007B	1,478	654	186	0	575	14	1,788,526	2.80	22	2,757,061	4.31	9	992,169	1.55	4.35
2008A	1,892	920	301	0	731	14	1,870,075	2.07	35	4,748,035	5.26	16	1,822,115	2.02	4.09
2009A	674	283	54	0	326	9	1,141,344	3.47	12	1,290,093	3.92	4	407,166	1.24	4.71
Surplus Assets	3,759	444	12	0	3,121	28	727,840	1.57	58	1,130,982	2.44	12	503,335	1.09	2.66
Total	42,978	22,955	2,864	0	16,537	268	\$15,746,906	2.06%	542	\$28,704,415	3.76%	191	\$11,729,796	1.54%	3.60%

⁽¹⁾ Estimated

*Percentages are based on outstanding principal amount of the Loans.

As of August 1, 2014, the following balances were held in the respective subaccounts under the Master Indenture:

<u>Accounts</u>	<u>Amounts on Deposit (as of August 1, 2014)</u>
<u>2001AA Subaccount:</u>	
Loan Recycling Account	\$ 16,692
<u>2002A Subaccount:</u>	
Loan Recycling Account	2,462
<u>2002B Subaccount:</u>	
Loan Recycling Account	3,771
Loan Recycling Account (Non-Qualified)	3,995
<u>2002C Subaccount:</u>	
Loan Recycling Account	681
<u>2003A Subaccount:</u>	
Loan Recycling Account	2,764
<u>2003B Subaccount:</u>	
Loan Recycling Account	283,218
Loan Recycling Account (Non-Qualified)	32,245
<u>2004A Subaccount:</u>	
Loan Recycling Account	273
<u>2006B Subaccount:</u>	
Loan Recycling Account	3,443,684
<u>2006C Subaccount:</u>	
Loan Recycling Account	324
<u>2007A Subaccount:</u>	
Loan Recycling Account	<u>755</u>
Total	\$3,790,864

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APPENDIX C

Form of 2014A Bond Counsel Opinion

November 6, 2014

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

Colorado Housing and Finance Authority
Federally Taxable Single Family Mortgage Class I Bonds
2014 Series A

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 Single Family Mortgage Class I Bonds, 2014 Series A in the aggregate principal amount of \$55,435,000 (the "Bonds"). 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 October 1, 2001, as amended, and as supplemented by the 2014 Series A Indenture dated as of November 1, 2014 (together, the "Indenture"), between the Authority and Zions First National Bank, 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 not excluded from 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 pursuant to the Bonds and the Indenture are subject to the application of equitable principles, to the reasonable exercise in the future by the State of Colorado and its governmental bodies of the police power inherent in the sovereignty of the State of Colorado and to the exercise by the United States of America of the powers delegated to it by the Federal Constitution, including, without limitation, bankruptcy powers.

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

Class Asset Requirements for Bonds

The "*Class I Asset Requirement*" means the requirement that, as of any date of calculation, the sum of:

(a) amounts held (or deemed held in) in the related subaccount or subaccounts of the Acquisition Account, the related subaccount of the Loan Recycling Account, the related subaccount of the Class I Debt Service Fund (to the extent such amounts are required to be used to pay principal of the related series of Class I Bonds), the related subaccounts of the Redemption Fund (to the extent such amounts are required to be used to redeem the related series of Class I Bonds), the related subaccount of the Debt Service Reserve Fund and the related subaccount of the Revenue Fund after all transfers and payments made pursuant to the Master Indenture,

(b) in the case of certain series of Bonds, the amounts held in the respective subaccounts of the Accounts and Funds noted in clause (a) above (or deemed held in) that are unrelated to such series of Bonds (including amounts in such subaccounts of the Class I Debt Service Fund and the Redemption Fund only to the extent such amounts are required to be used to pay principal of or to redeem Class I Bonds) plus the aggregate unpaid principal balance of Mortgage Loans Unrelated to such series of Bonds to the extent the aggregate amount held in such subaccounts for each series of such Unrelated Bonds and the aggregate unpaid principal balance of such Mortgage Loans exceeds the percentage of the aggregate principal amount of the Class I Bonds of such series of Unrelated Bonds then Outstanding as shall be approved or required by each Rating Agency in writing, but only to the extent that such amounts have not been or are not being taken into account in satisfying the "Class I Asset Requirement" for any other series of Bonds Unrelated to such series of Bonds other than the Series of Bonds to which each respective "Class I Asset Requirement" relates, and

(c) the aggregate unpaid principal balance of Mortgage Loans Related to the related series of Bonds, be at least equal to the percentage set forth in the Series Indenture of the aggregate principal amount of related series of Class I Bonds then Outstanding, or such different percentage as shall be approved or required by each Rating Agency in writing.

The "*Class II Asset Requirement*" means the requirement that, as of any date of calculation, the sum of:

(a) amounts held in (or deemed held in) the related subaccount or subaccounts of the Acquisition Account, the related subaccount of the Loan Recycling Account, the related subaccounts of the Class I Debt Service Fund and the Class II Debt Service Fund (to the extent such amounts are required to be used to pay principal of the related series of Class I Bonds or Class II Bonds), the related subaccounts of the Redemption Fund (to the extent such amounts are required to be used to redeem the related series of Class I Bonds or Class II Bonds), the related subaccount of the Debt Service Reserve Fund and the related subaccount of the Revenue Fund after all transfers and payments made pursuant to the Master Indenture,

(b) the amounts held in the respective subaccounts of the Accounts and Funds listed in clause (a) above (or deemed held in) that are Unrelated to such series of Bonds (including amounts in such subaccounts of the Class I Debt Service Fund, the Class II Debt Service Fund and the Redemption Fund only to the extent such amounts are required to be used to pay principal

of or to redeem Class I Bonds or Class II Bonds) plus the aggregate unpaid principal balance of Mortgage Loans Unrelated to such series of Bonds to the extent the aggregate amount held in such subaccounts for each series of such Unrelated Bonds and the aggregate unpaid principal balance of such Mortgage Loans exceeds the percentage of the aggregate principal amount of the Class I Bonds of such series of Unrelated Bonds then Outstanding plus the percentage of the aggregate principal amount of the Class II Bonds of such series of Unrelated Bonds then Outstanding as such percentages shall be approved or required by each Rating Agency in writing, but only to the extent that such amounts have not been or are not being taken into account in satisfying the "Class II Asset Requirement" for any other series of Bonds Unrelated to such series of Bonds other than the series of Bonds to which each respective "Class II Asset Requirement" relates, and

(c) the aggregate unpaid principal balance of Mortgage Loans Related to the related series of Bonds, be at least equal to the percentage set forth in the Series Indenture of the aggregate principal amount of the related series of Class I Bonds then Outstanding plus the percentage set forth in the Series Indenture of the aggregate principal amount of the related series of Class II Bonds then Outstanding, or such different percentages as shall be approved or required by each Rating Agency in writing.

The "*Class III Asset Requirement*" means the requirement that, as of any date of calculation, the sum of:

(a) amounts held in (or deemed held in) the related subaccount or subaccounts of the Acquisition Account, the related subaccount of the Loan Recycling Account, the related subaccount of the Class I Debt Service Fund (to the extent such amounts are required to be used to pay principal of related Series of Class I Bonds), the related subaccount of the Class II Debt Service Fund (to the extent such amounts are required to be used to pay principal of related series of Class II Bonds) and the related subaccount of the Class III Debt Service Fund, the related subaccounts of the Redemption Fund, the related subaccount of the Debt Service Reserve Fund and the related subaccount of the Revenue Fund after all transfers and payments made pursuant to the Master Indenture,

(b) the amounts held in (or deemed held in) the respective subaccounts of the Accounts and Funds listed in clause (a) above that are Unrelated to such series of Bonds plus the aggregate unpaid principal balance of Mortgage Loans Unrelated to such series of Bonds to the extent the aggregate amount held in such subaccounts for each Series of such Unrelated Bonds and the aggregate unpaid principal balance of such Mortgage Loans exceeds the percentage of the aggregate principal amount of the Class I Bonds of such series of Unrelated Bonds then Outstanding plus the percentage of the aggregate principal amount of the Class II Bonds of such series of Unrelated Bonds then Outstanding plus the percentage of the aggregate principal amount of the Class III Bonds of such Series of Unrelated Bonds then Outstanding as such percentages shall be approved or required by each Rating Agency in writing, but only to the extent that such amounts have not been or are not being taken into account in satisfying the "Class III Asset Requirement" for any other series of Bonds Unrelated to such series of Bonds other than the series of Bonds to which each respective "Class III Asset Requirement" relates, and

(c) the aggregate unpaid principal balance of Mortgage Loans Related to the related series of Bonds, be at least equal to the percentage set forth in the Series Indenture of the aggregate principal amount of the related series of Class I Bonds then Outstanding plus the percentage set forth in the Series Indenture of the aggregate principal amount of the related series of Class II Bonds then Outstanding plus the percentage set forth in the Series Indenture of the

aggregate principal amount of the related series of Class III Bonds then Outstanding, or such different percentages as may be approved or required by each Rating Agency in writing.

The Class I Asset Requirement, Class II Asset Requirement and Class III Asset Requirement, respectively, with respect to a series of Bonds shall include the percentages set forth in the Related Series Indenture. The percentages for the Class Asset Requirements for each series of the Outstanding Bonds, approved at this time by each Rating Agency are 113.75% for the Class I Asset Requirement, 106% for the Class II Asset Requirement and 102% for the Class III Asset Requirement (except, in each case, with respect to the Short-Term Bonds, for which the applicable Class Asset Requirement is 100%). These percentages are subject to change and reevaluation upon the issuance of each series of Bonds and from time to time as reviewed by the Rating Agencies.

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APPENDIX E

**Annual Financial Report
(With Independent Auditors' Report Thereon)
December 31, 2013 and 2012**

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COLORADO HOUSING AND FINANCE AUTHORITY
ANNUAL FINANCIAL REPORT
(With Independent Auditors' Report Thereon)
December 31, 2013 and 2012



Prepared by:
Accounting Division

COLORADO HOUSING AND FINANCE AUTHORITY – Annual Financial Report

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colorado housing and finance authority



**EXECUTIVE LETTER
(UNAUDITED)**

**Message from Cris White,
Executive Director and CEO
March 27, 2014**

2013 was a year of progress. The Colorado Housing and Finance Authority's (CHFA) mission of affordable housing and economic development was strengthened by our work to enhance internal operations and improve the organization's financial stability. These efforts enabled CHFA to further our community impact and are demonstrated in CHFA's 2013 production.

Overall, CHFA supported:

- 3,443 Colorado households in obtaining home purchase loans, mortgage refinance loans, or mortgage credit certificates;
- The development or preservation of 31 affordable rental housing projects, supporting a total of 2,671 rental housing units; and
- Assisted 461 businesses with our capital access and business lending programs, which combined supported 4,109 jobs in Colorado.
- In total, CHFA made a \$526.1 million direct investment into our mission last year. The economic activity estimated to occur as a result of this investment is nearly \$700 million.

Contributing to our success was CHFA's Home Finance division, which launched the Fannie Mae HFA Preferred Risk Share loan program, called CHFA Advantagesm. Providing Coloradans with an affordable alternative to paying costly monthly mortgage insurance fees, CHFA Advantage was also CHFA's first mortgage refinance loan offering in recent years. In addition, the Home Finance division began an operational review with the intent of streamlining processes to deliver improved customer service and profitability. Changes resulting from this review will be implemented in 2014.

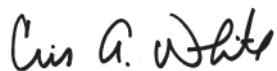
Likewise, CHFA's Community Development division furthered their work to provide affordable rental housing and business lending resources throughout the state. The team made significant progress deploying Colorado's State Small Business Credit Initiative (SSBCI) programs to eligible businesses and their participating lenders. Authorized under the 2010 Small Business Jobs Act, SSBCI funds help businesses access capital so they may grow and support jobs in the state. As the SSBCI program administrator, CHFA's team helped Colorado receive the second wave of SSBCI funding available for allocation from the U.S. Department of Treasury.

The Community Development team also launched the 9% Tax Credit Loan program, providing a new permanent financing alternative within the multifamily space. The program has been favorably received with six loan commitments secured in 2013, and several more in the 2014 pipeline. The 9% Tax Credit Loan program will be used in conjunction with CHFA's Housing Opportunities Fund, otherwise referred to as HOF. CHFA's Board of Directors allocated \$3 million to recapitalize HOF last year. For over 20 years, HOF has been a key financing resource for affordable projects, providing a tool to blend down borrowing costs or for permanent debt to fill financing gaps. The new investment in HOF allows CHFA to once again offer this critical resource to affordable rental projects across Colorado.

Last year, CHFA strengthened its outreach to customers and partners. We introduced Dovenmuehle Mortgage Inc. (DMI) as our single family sub-servicer. The alliance with DMI will allow CHFA and our customers to benefit from the established infrastructure, technology, and economies of scale that a sub-servicer can provide. At the same time, it will reduce CHFA's long-term costs, so we may remain focused on investing as much of our resources as possible back into our mission of affordable housing and business finance.

CHFA also began redesigning our external website www.chfainfo.com to allow for enhanced user experience and functionality. The new website will launch in spring 2014, which aligns with the celebration of CHFA's 40th anniversary. Created in 1973, CHFA officially opened its doors for business in 1974. Since that time, we have invested over \$10 billion in Colorado. I'm proud of the progress we've made; however, CHFA's work is not yet complete. With over half of Colorado's renters paying more than 30 percent of their income towards housing costs, and an ongoing need for affordable capital to support homeownership and business growth, we remain diligent and focused on our mission. We look forward to another 40 years of partnering with Colorado to invest in the development of strong communities.

Sincerely,

A handwritten signature in black ink that reads "Cris A. White". The signature is written in a cursive, slightly slanted style.

Cris A. White
Executive Director and CEO



**MANAGEMENT'S DISCUSSION AND ANALYSIS
(UNAUDITED)**



Management's Discussion and Analysis
(unaudited)

This section of the Colorado Housing and Finance Authority's (the Authority) annual financial report presents management's discussion and analysis of the financial position and results of operations as of and for the years ended December 31, 2013 and 2012. This information is being presented to provide additional information regarding the activities of the Authority and to meet the disclosure requirements of Government Accounting Standards Board (GASB) Statement No. 34, *Basic Financial Statements – and Management's Discussion and Analysis – for State and Local Governments*.

The Authority is a public purpose financial enterprise, a body corporate and political subdivision of the State of Colorado (the State), that finances affordable housing, business and economic growth opportunities for residents and businesses of Colorado. Its dual mission is to increase the availability of affordable, decent and accessible housing for lower- and moderate-income Coloradans, and to strengthen the state's development by providing financial assistance to businesses.

Established by the Colorado General Assembly in 1973, the Authority raises funds through the public and private sale of bonds and notes, which are not obligations of the State. The proceeds are loaned to eligible borrowers, primarily through private lending institutions across the state under sound fiscal practices established by the Authority. As a self-sustaining organization, the Authority's operating revenues come from loan and investment income, program administration fees, loan servicing and gains on sales of loans. The Authority receives no tax appropriations, and its net revenues are reinvested in its programs and used to support bond ratings.

The Authority participates in the Government National Mortgage Association (Ginnie Mae or GNMA) Mortgage Backed Securities (MBS) Programs. Through the MBS Programs, Ginnie Mae guarantees securities that are issued by the Authority and that are backed by pools of mortgage loans. Ginnie Mae securities carry the full faith and credit guaranty of the United States government. Holders of the securities receive a "pass-through" of the principal and interest payments on a pool of mortgage loans, less amounts required to cover servicing costs and Ginnie Mae guaranty fees. The Ginnie Mae guaranty ensures that the holder of the security issued by the Authority receives the timely payment of scheduled monthly principal and any unscheduled recoveries of principal on the underlying mortgage loans, plus interest at the rate provided for in the securities. All loans pooled under the Ginnie Mae MBS Programs are either insured by the Federal Housing Administration or United States Department of Agriculture Rural Development, or are guaranteed by the Veterans Administration.

The Authority also participates in the Federal National Mortgage Association (Fannie Mae or FNMA) Mortgage Backed Securities (MBS) and Whole Loan Commitment Programs. FNMA is a Government-sponsored entity whose purpose is to expand the secondary mortgage market. CHFA participates in this market by either securitizing conventional loans in the form of MBS or by a direct whole loan commitment for cash from FNMA.

Overview of the Financial Statements

The basic financial statements consist of the Statement of Net Position, the Statement of Revenues, Expenses and Changes in Net Position, the Statement of Cash Flows and the notes thereto. The Authority follows enterprise fund accounting. The financial statements offer information about the Authority's activities and operations.

The Statement of Net Position includes all of the Authority's assets and liabilities, presented in order of liquidity, along with deferred outflows and deferred inflows. The resulting net position presented in these statements is displayed as invested in capital assets, restricted or unrestricted. Net position is restricted when its use is subject to external limits such as bond indentures, legal agreements or statutes.

All of the Authority's current year revenues and expenses are recorded in the Statement of Revenues, Expenses and Changes in Net Position. This statement measures the activities of the Authority's operations over the past year and presents the resulting change in net position.



The final required financial statement is the Statement of Cash Flows. The primary purpose of this statement is to provide information about the Authority's cash receipts and cash payments during the reporting period. This statement reports cash receipts, cash payments and net changes in cash resulting from operating, noncapital financing, capital and related financing and investing activities. The statement provides information regarding the sources and uses of cash and the change in the cash balance during the reporting period.

The notes to the financial statements provide additional information that is essential for a full understanding of the information provided in the financial statements.

During 2013, the Authority implemented GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which is effective for financial statements for periods beginning after December 15, 2012. This Statement establishes accounting standards to reclassify certain items that were previously reported as assets and liabilities, as deferred outflows or inflows on the Statement of Net Position. This Statement also recognizes certain items that were previously reported as assets and liabilities as outflows or inflows of resources on the Statement of Revenues, Expenses and Changes in Net Position. Accounting changes adopted to conform to the provisions of this statement were applied retroactively by restating the basic financial statements for all prior periods presented.

Debt Activity

In April 2013, the Authority issued \$53.6 million in Federally Taxable Single Family Program Class I, Series 2013AA Bonds to refund outstanding fixed rate bonds in order to take advantage of lower interest rates. The Authority also issued \$31.6 million of Federally Insured Multi-Family Loan Program Pass Through Revenue Series 2013-I Bonds in the second quarter of 2013 to refund outstanding debt with the purpose of lowering interest rate costs. In conjunction with the Series 2013-I transaction, the Authority issued \$7.9 million in Multi-Family/Project Class I Adjustable Rate Series 2013-A Bonds to refund the last remaining bond series under the Multi-Family Insured General Bond Resolution to close out the Resolution and consolidate administration of debt.

During the fourth quarter of 2013, Single Family Mortgage Class II Adjustable Rate Bonds 2013 Series B refunded \$40.0 million of outstanding Class I bonds. The resulting improvement in indenture parity enabled the Authority to use available cash to call existing high cost fixed rate bonds to generate interest savings. The Authority will continue to monitor the balance between outstanding Class I and Class II debt and may utilize similar class to class refunding measures to reduce costs and improve indenture parity.

During 2013, the Authority put into place \$71.8 million in new liquidity facilities with the Bank of New York Mellon to replace the final outstanding Temporary Credit Liquidity Program agreements. The Authority also renewed over \$471.9 million in expiring liquidity facilities with FHLBank Topeka and \$151.2 million of expiring facilities with Barclays Bank during the course of 2013. Additionally, the Authority entered into early liquidity facility extensions at improved pricing levels with Royal Bank of Canada and JP Morgan Chase Bank, the existing facility providers, with the purpose of taking advantage of lower facility costs for a longer period of time.

The Authority obtained a \$30.0 million unsecured line of credit with Key Bank to replace an expiring agreement during the fourth quarter of 2013. At December 31, 2013, there were no balances outstanding.

Programs – The financial statements present the activities of the Authority's housing and lending programs. Combining schedules for these programs are provided in the supplemental schedules.



Financial Highlights

- Total cash and investments as of December 31, 2013 were \$857.5 million, a decrease of \$99.9 million, or 10.4%, compared to the amount outstanding as of December 31, 2012. The decrease was the result of several factors, including payments made against interest rate swap agreements, scheduled payments of principal and interest on bonds outstanding and an unscheduled refunding of high cost fixed rate bonds in an effort to generate interest savings.
- Total net loans receivable as of December 31, 2013 were \$1.6 billion, a decrease of \$318.2 million, or 16.3%, compared to the amount outstanding as of December 31, 2012. Loan repayments occurred without a corresponding increase in new loans retained as the Authority continued in 2013 to sell all of its single family loan production through three vehicles: sales of Ginnie Mae and Fannie Mae mortgage backed securities or by direct sale to Fannie Mae. During 2013, \$318.3 million in loans were sold through the issuance and sale of Ginnie Mae securities, \$80.0 million in loans were sold through the issuance and sale of Fannie Mae securities and \$20.3 million in loans were sold directly to Fannie Mae.
- Total deferred outflows as of December 31, 2013 were \$131.4 million, a decrease of \$117.9 million, or 47.3%, compared to the amount outstanding as of December 31, 2012, reflecting an increase in market interest rates.
- As of December 31, 2013, total debt outstanding was \$2.1 billion, a decrease of \$413.4 million, or 16.3%, compared to the balance at December 31, 2012. Payments of loans, together with available cash, have been used to reduce bond balances.
- Net position as of December 31, 2013 was \$303.7 million, an increase of \$3.6 million, or 1.2%, compared to the balance at December 31, 2012, increasing the Authority's capital position. Net position as a percent of total assets increased from 10.1% as of December 31, 2012 to 12.0% as of December 31, 2013.
- As reflected in the Statement of Revenues, Expenses and Changes in Net Position, the change in net position decreased by \$41.1 million, or 92.0%, compared to December 31, 2012. The decrease in the change in net position compared to prior year was primarily composed of the following:
 - A \$5.2 million increase in net interest income as a result of lower bond expenses.
 - A \$18.7 million decrease in other operating revenues is a result of the following:
 - \$2.3 million decrease in real estate owned rental income
 - \$2.0 million decrease in gain on sale of loans
 - \$7.8 million increase in investment derivative activity
 - \$23.2 million decrease in fair value of investments
 - \$1.0 million increase in loan servicing and other revenues
 - A \$11.5 million decrease in operating expenses due primarily to a decrease in provision for loan losses and overall lower general operating expenses.
 - A \$39.1 million decrease in gain on sale of capital assets due to the sale of the four Rental Acquisition Program (RAP) properties during the first quarter of 2012.



Analysis of Financial Activities

Condensed Summary of Net Position

(in thousands of dollars)

For the years ended December 31,	2013	2012 Restated	2011 Restated
Assets			
Cash	\$ 110,726	\$ 156,431	\$ 89,292
Investments	746,775	800,929	884,670
Loans receivable, net	1,591,990	1,917,912	2,266,895
Loans receivable held for sale	37,733	29,967	38,206
Capital assets, net	7,055	8,110	24,160
Other assets	47,172	50,199	57,133
Total assets	2,541,451	2,963,548	3,360,356
Deferred Outflows			
Accumulated decrease in fair value of hedging derivatives	115,435	233,514	267,410
Refundings of debt	16,010	15,844	11,317
Total deferred outflows	131,445	249,358	278,727
Liabilities			
Bonds and notes payable and short-term debt	2,115,267	2,528,667	2,950,654
Derivative instruments and related borrowings	184,069	312,524	335,558
Other liabilities	66,109	70,060	97,361
Total liabilities	2,365,445	2,911,251	3,383,573
Deferred Inflows			
Accumulated increase in fair value of hedging derivatives	3,716	1,489	-
Net position:			
Investment in capital assets	7,055	8,110	24,160
Restricted by bond indentures	101,076	114,910	119,072
Unrestricted	195,604	177,146	112,278
Total net position	\$ 303,735	\$ 300,166	\$ 255,510

Comparison of Years Ended December 31, 2013 and 2012

Total assets decreased \$422.1 million, or 14.2%, from the prior year. Total cash and investments decreased \$99.9 million, or 10.4% as a result of several factors, including payments made against interest rate swap agreements, scheduled payments of principal and interest on bonds outstanding and an unscheduled refunding of high cost fixed rate bonds in an effort to generate interest savings. Net loans receivable decreased by \$318.2 million, or 16.3%, as a result of loan repayments occurring without a corresponding increase in new loans retained as the Authority continued in 2013 to sell all of its single family loan production through three vehicles: sales of Ginnie Mae and Fannie Mae mortgage backed securities or by direct sale to Fannie Mae. Deferred outflows decreased \$117.9 million, or 47.3%, from the prior year, reflecting an increase in market interest rates.



Management's Discussion and Analysis
(unaudited)

Total liabilities decreased \$545.8 million, or 18.7%, from the prior year. Bonds, notes payable and short-term debt decreased \$413.4 million, or 16.3% from the prior year, primarily due to scheduled bond payments and additional unscheduled redemptions. Derivative instruments and related borrowings decreased \$128.5 million, or 41.1%, from the prior year due to an increase in market interest rates.

Comparison of Years Ended December 31, 2012 and 2011

Total assets decreased \$396.8 million, or 11.8%, from the prior year. Combined, cash and investments decreased \$16.6 million, or 1.7% from the prior year. Net loans receivable decreased by \$357.2 million, or 15.5%, as a result of loan repayments occurring without a corresponding increase in new loans retained as the Authority continued in 2012 to sell all of its single family loan production through sales of Ginnie Mae and Fannie Mae mortgage backed securities. Deferred outflows decreased \$29.4 million, or 10.5%, from the prior year, reflecting a reduced cost to terminate swap agreements.

Total liabilities decreased \$472.3 million, or 14.0%, from the prior year. Bonds, notes payable and short-term debt decreased \$422.0 million, or 14.3%, primarily due to scheduled bond payments and additional unscheduled redemptions. Derivative instruments and related borrowings decreased \$23.0 million, or 6.9%, from prior year due to an increase in market interest rates.



Condensed Summary of Revenues, Expenses and Changes in Net Position
(in thousands of dollars)

For the years ended December 31,	2013	2012 Restated	2011 Restated
Interest income and expense:			
Interest on loans receivable	\$ 96,000	\$ 113,322	\$ 134,873
Interest on investments	22,200	23,291	23,423
Interest on debt	(97,193)	(120,805)	(137,108)
Net interest income	21,007	15,808	21,188
Other operating income (loss):			
Rental income	358	2,675	8,804
Gain on sale of loans	23,094	25,103	16,792
Investment derivative activity loss	(6,005)	(13,820)	(1,715)
Net increase (decrease) in the fair value of investments	(19,574)	3,590	25,887
Other revenues	22,783	21,760	19,680
Total other operating income	20,656	39,308	69,448
Total operating income	41,663	55,116	90,636
Operating expenses:			
Salaries and related benefits	16,505	17,836	18,210
General operating	18,763	19,950	41,333
Depreciation	1,655	2,722	3,684
Provision for loan losses	1,176	9,106	9,036
Total operating expenses	38,099	49,614	72,263
Net operating income	3,564	5,502	18,373
Nonoperating expenses:			
Federal grant receipts	111,929	112,954	134,491
Federal grant payments	(111,929)	(112,954)	(134,491)
Gain (loss) on sale of capital assets	5	39,154	(30)
Total nonoperating income and expenses, net	5	39,154	(30)
Change in net position	3,569	44,656	18,343
Net position:			
Beginning of year	300,166	255,510	237,167
End of year	\$ 303,735	\$ 300,166	\$ 255,510



Comparison of Years Ended December 31, 2013 and 2012

Total operating income decreased by \$13.5 million in 2013, or 24.4%, compared to 2012. The following contributed to the decrease:

- Interest income decreased by \$18.4 million in 2013 as a result of higher loan prepayments without a corresponding increase in new loan production retained.
- Interest expense related to debt decreased by \$23.6 million due to lower outstanding balances and reducing interest through actions to restructure debt.
- Investment derivative activity increased \$7.8 million due to a novation transaction completed during the fourth quarter of 2012.
- The fair value of investments decreased by \$23.2 million due primarily to market interest rates during 2013.

Total operating expenses decreased \$11.5 million in 2013, or 23.2%, compared to 2012. The decrease was primarily due to a decrease in general operating costs related to streamlining of operating expenses and lower provision for loan losses.

Total nonoperating revenues and expenses, net, decreased by \$39.1 million, or approximately 100%, compared to 2012. The decrease is due to the gain on the sale of RAP properties during 2012. The federal grant receipts/payments consist primarily of pass-through amounts related to the Authority's role as a contract administrator of the U.S. Department of Housing and Urban Development's Section 8 subsidy program. Under the Section 8 subsidy program, tenants pay 30% of their income toward rent and the balance is paid by federal subsidy.

Comparison of Years Ended December 31, 2012 and 2011

Total operating income decreased by \$35.5 million in 2012, or 39.2%, compared to 2011. The following contributed to the decrease:

- Interest income decreased by \$21.7 million in 2012 as a result of higher prepayments without a corresponding increase in new loan production retained.
- Interest expense related to debt decreased by \$16.3 million due to lower outstanding balances.
- Gain on sale of loans increased by \$8.3 million in 2012 related primarily to the increased amount of issuance of Ginnie Mae securities.
- The fair value of investments decreased by \$22.3 million due to fluctuations in market interest rates during 2012.

Total operating expenses decreased \$22.6 million in 2012, or 31.3%, compared to 2011. The decrease was primarily due to a decrease in general operating costs related to the Lehman swap termination settlement.

Total nonoperating revenues and expenses, net, increased by \$39.2 million, or approximately 100%, compared to 2011. The increase is due to the gain on the sale of RAP properties during 2012. The federal grant receipts/payments consist primarily of pass-through amounts related to the Authority's role as a contract administrator of the U.S. Department of Housing and Urban Development's Section 8 subsidy program. Under the Section 8 subsidy program, tenants pay 30% of their income toward rent and the balance is paid by federal subsidy.

Subsequent Events

The Authority's management has evaluated subsequent events through March 27, 2014. No events have occurred which warrant disclosure or adjustments to the financial statement amounts presented.



INDEPENDENT AUDITORS' REPORT



KPMG LLP
Suite 800
1225 17th Street
Denver, CO 80202-5598

Independent Auditors' Report

The Board of Directors
Colorado Housing and Finance Authority:

Report on the Financial Statements

We have audited the accompanying financial statements of the business-type activities of the Colorado Housing and Finance Authority (the Authority) as of and for the years ended December 31, 2013 and 2012, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with U.S. generally accepted accounting principles; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' Responsibility

Our responsibility is to express opinions on these financial statements based on our audits. We conducted our audits in accordance with auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States. Those standards require that we plan and perform the audits to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the business-type activities of the Colorado Housing and Finance Authority as of December 31, 2013 and 2012, and the respective changes in financial position, and cash flows thereof for the years then ended, in accordance with U.S. generally accepted accounting principles.



Emphasis of Matter

As discussed in note 1 to the financial statements, in fiscal year 2013, the Authority adopted Governmental Accounting Standards Board Statement No. 65, *Items Previously Reported as Assets and Liabilities*. Our opinion is not modified with respect to this matter.

Other Matters

Required Supplementary Information

U.S. generally accepted accounting principles require that the management's discussion and analysis on pages 4–11 be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary and Other Information

Our audits were conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information included in Schedules 1 through 3 and the executive letter is presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information included in Schedules 1 through 3 is the responsibility of management and was derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audits of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the supplementary information included in Schedules 1 through 3 is fairly stated in all material respects in relation to the basic financial statements as a whole.

The executive letter has not been subjected to the auditing procedures applied in the audit of the basic financial statements, and accordingly, we do not express an opinion or provide any assurance on it.



Other Reporting Required by *Government Auditing Standards*

In accordance with *Government Auditing Standards*, we have also issued our report dated March 27, 2014 on our consideration of the Authority's internal control over financial reporting and on our tests of its compliance with certain provisions of laws, regulations, contracts, and grant agreements and other matters. The purpose of that report is to describe the scope of our testing of internal control over financial reporting and compliance and the results of that testing, and not to provide an opinion on internal control over financial reporting or on compliance. That report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control over financial reporting and compliance.

KPMG LLP

Denver, Colorado
March 27, 2014



BASIC FINANCIAL STATEMENTS

Colorado Housing and Finance Authority

Statement of Net Position

For the years ended December 2013 and 2012

(in thousands of dollars)

	2013	2012 Restated, Note 1
Assets		
Current assets:		
Cash		
Restricted	\$ 66,637	\$ 89,268
Unrestricted	44,089	67,163
Investments (partially restricted, see note 2)	466,867	461,711
Loans receivable (partially restricted, see note 3)	90,799	93,898
Loans receivable held for sale	37,733	29,967
Other current assets	19,745	19,490
Total current assets	725,870	761,497
Noncurrent assets:		
Investments (partially restricted, see note 2)	279,908	339,218
Loans receivable, net (partially restricted, see note 3)	1,501,191	1,824,014
Capital assets, net	7,055	8,110
Other assets	27,427	30,709
Total noncurrent assets	1,815,581	2,202,051
Total assets	2,541,451	2,963,548
Deferred Outflows		
Accumulated decrease in fair value of hedging derivatives	115,435	233,514
Refundings of debt	16,010	15,844
Total deferred outflows	131,445	249,358
Liabilities		
Current liabilities:		
Short-term debt	42,380	71,475
Bonds payable	158,300	173,416
Notes payable	1,120	103
Other current liabilities	60,955	64,138
Total current liabilities	262,755	309,132
Noncurrent liabilities:		
Bonds and notes payable	1,913,467	2,283,673
Derivative instruments	117,534	239,291
Hybrid instrument borrowing	66,535	73,233
Other liabilities	5,154	5,922
Total noncurrent liabilities	2,102,690	2,602,119
Total liabilities	2,365,445	2,911,251
Deferred Inflows		
Accumulated increase in fair value of hedging derivatives	3,716	1,489
Net position		
Investment in capital assets	7,055	8,110
Restricted by bond indentures	101,076	114,910
Unrestricted	195,604	177,146
Total net position	\$ 303,735	\$ 300,166

See accompanying notes to basic financial statements.

Colorado Housing and Finance Authority
Statement of Revenues, Expenses and Changes in Net Position

For the years ended December 2013 and 2012

(in thousands of dollars)

	2013	2012 Restated, Note 1
Interest income and expense:		
Interest on loans receivable	\$ 96,000	\$ 113,322
Interest on investments	22,200	23,291
Interest on debt	(97,193)	(120,805)
Net interest income	21,007	15,808
Other operating income (loss):		
Rental income	358	2,675
Gain on sale of loans	23,094	25,103
Investment derivative activity loss	(6,005)	(13,820)
Net increase (decrease) in the fair value of investments	(19,574)	3,590
Other revenues	22,783	21,760
Total other operating income	20,656	39,308
Total operating income	41,663	55,116
Operating expenses:		
Salaries and related benefits	16,505	17,836
General operating	18,763	19,950
Depreciation	1,655	2,722
Provision for loan losses	1,176	9,106
Total operating expenses	38,099	49,614
Net operating income	3,564	5,502
Nonoperating income and expenses:		
Federal grant receipts	111,929	112,954
Federal grant payments	(111,929)	(112,954)
Gain on sale of capital assets	5	39,154
Total nonoperating income and expenses	5	39,154
Change in net position	3,569	44,656
Net position:		
Beginning of year	300,166	255,510
End of year	\$ 303,735	\$ 300,166

See accompanying notes to basic financial statements.

Colorado Housing and Finance Authority

Statement of Cash Flows

For the years ended December 2013 and 2012

(in thousands of dollars)

	2013	2012
		Restated, Note 1
Cash flows from operating activities:		
Principal payments received on loans receivable and receipts from dispositions of other real estate owned	\$ 506,211	\$ 411,579
Interest payments received on loans receivable	95,597	116,399
Payments for loans receivable	(502,009)	(427,769)
Receipts from sales of Ginnie Mae securities	341,606	390,631
Receipts from rental operations	285	2,865
Receipts from other revenues	21,515	22,025
Payments for salaries and related benefits	(16,548)	(17,617)
Payments for goods and services	(19,509)	(50,430)
All other, net	366	8,688
Net cash provided by operating activities	427,514	456,371
Cash flows from noncapital financing activities:		
Net increase (decrease) in short-term debt	(29,095)	25,375
Proceeds from issuance of bonds	133,028	133,375
Proceeds from issuance of notes payable	-	137
Receipts from federal grant programs	110,468	114,064
Payments for federal grant programs	(111,929)	(112,954)
Principal paid on bonds	(510,475)	(579,499)
Payments on terminations of interest rate swaps	1,005	5,337
Principal paid on notes payable	(5,517)	(102)
Interest paid on short-term debt	(135)	(182)
Interest rate swap settlements	(79,951)	(84,088)
Interest paid on bonds	(37,460)	(51,824)
Interest paid on notes payable	(296)	(1,140)
Net cash used in noncapital financing activities	(530,357)	(551,501)
Cash flows from capital and related financing activities:		
Purchase of capital assets	(599)	(487)
Proceeds from the disposal of capital assets	4	52,970
Net cash provided by (used in) capital and related financing activities	(595)	52,483
Cash flows from investing activities:		
Proceeds from maturities and sales of investments	2,916,886	2,761,770
Purchase of investments	(2,882,304)	(2,674,441)
Income received from investments	23,151	22,457
Net cash provided by investing activities	57,733	109,786
Net increase (decrease) in cash	(45,705)	67,139
Cash at beginning of year	156,431	89,292
Cash at end of year	\$ 110,726	\$ 156,431
Restricted	\$ 66,637	\$ 89,268
Unrestricted	44,089	67,163
Cash, end of year	\$ 110,726	\$ 156,431

Continued on the next page

Colorado Housing and Finance Authority

Statement of Cash Flows *(continued)*

For the years ended December 2013 and 2012

(in thousands of dollars)

	2013	2012
		Restated, Note 1
Reconciliation of operating income to net cash provided by (used in) operating activities:		
Net operating income	\$ 3,564	\$ 5,502
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	1,655	2,722
Amortization of service release premiums	3,584	5,841
Amortization of deferred loan fees/costs, net	37	114
Amortization of derivatives related borrowings	(15,158)	(6,807)
Provision for loan losses	1,176	9,106
Interest on investments	(22,200)	(23,291)
Interest on debt	112,350	127,612
Unrealized loss on investment derivatives	6,005	13,820
Unrealized (gain) loss on investments	19,574	(3,590)
Gain on sale of REO	(2,281)	(1,166)
Gain on sale of loans receivable held for sale	(23,094)	(25,103)
Changes in assets and liabilities:		
Loans receivable and other real estate owned	344,469	369,716
Accrued interest receivable on loans and investments	(403)	3,014
Other assets	(3,381)	2,826
Accounts payable and other liabilities	1,617	(23,945)
Net cash provided by operating activities	\$ 427,514	\$ 456,371

See accompanying notes to basic financial statements.



NOTES TO BASIC FINANCIAL STATEMENTS



1) Organization and Summary of Significant Accounting Policies

(a) Authorizing Legislation and Reporting Entity

Authorizing Legislation - The Colorado Housing and Finance Authority (the Authority) is a body corporate and a political subdivision of the State of Colorado (the State) established pursuant to the Colorado Housing and Finance Authority Act, Title 29, Article 4, Part 7 of the Colorado Revised Statutes (the Statutes), as amended (the Act). The Authority is not a state agency and is not subject to administrative direction by the State. The governing body of the Authority is its board of directors (the Board). Operations of the Authority commenced in 1974. The Authority is not a component unit of the State or any other entity.

The Authority was created for the purpose of making funds available to assist private enterprise and governmental entities in providing housing facilities for lower- and moderate-income families. Under the Act, the Authority is also authorized to finance projects and working capital loans to industrial and commercial enterprises (both for-profit and nonprofit) of small and moderate size.

In 1992, Colorado voters approved an amendment to the State Constitution, Article X, Section 20, which, among other things, imposes restrictions on increases in revenue and expenditures of state and local governments. In the opinion of its bond counsel, the Authority qualifies as an enterprise under the amendment and, therefore, is exempt from its provisions.

In 2001, the Colorado state legislature repealed the limitation on the amount of debt that the Authority can issue as well as removed the moral obligation of the State on future debt issues of the Authority. The bonds, notes and other obligations of the Authority do not constitute debt of the State.

Lending and Housing Programs – The Authority accounts for its lending and operating activities in the following groups:

General Program – The General Program is the Authority's primary operating program. It accounts for assets, liabilities, revenues and expenses not directly attributable to a bond program. Most of the bond resolutions of the programs permit the Authority to make cash transfers to the general accounts after establishing reserves required by the bond resolutions. The general accounts financially support the bond programs when necessary. The general accounts include proprietary loan programs developed by the Authority to meet the needs of low- and moderate-income borrowers not served by traditional lending programs. The general accounts also include administrative activities related to the federal government's Section 8 housing assistance payments program.

Single Family Program – The Single Family Program includes bonds issued and assets pledged for payment of the bonds under the related indentures. Loans acquired under this program with the proceeds of single family bond issues include Federal Housing Administration (FHA), conventional, United States Department of Agriculture (USDA) Rural Development, Rural Economic and Community Development Department (RD), and Veterans Administration (VA) loans made under various loan programs.

Multi-Family/Business Program – The Multi-Family/Business Program includes bonds issued and assets pledged for payment of the bonds under the related indentures. Loans acquired under this program with the proceeds of multi-family and business (sometimes referred to as project) bond issues include loans made for the purchase, construction or rehabilitation of multi-family rental housing. In addition, business loans are made to both for-profit and nonprofit organizations primarily for the purpose of acquisition or expansion of their facilities or for the purchase of equipment.

(b) Basis of Accounting

The Authority presents its financial statements in accordance with United States Generally Accepted Accounting Principles (U.S. GAAP) as established by the Governmental Accounting Standards Board (GASB). For financial purposes, the



Authority is considered a special-purpose government engaged in business-type activities. The financial statements are prepared using the economic resources measurement focus and the accrual basis of accounting. Under the accrual basis, revenues are recognized when earned, and expenses are recorded when incurred. All significant intra-entity transactions have been eliminated.

(c) Summary of Significant Accounting Policies

Estimates – The preparation of financial statements in conformity with U.S. GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenue and expenses during the reported period. Significant estimates to the Authority's financial statements include the allowance for loan losses and fair value estimates. Actual results could differ from those estimates.

Cash and Restricted Cash – The Authority's cash and cash equivalents are represented by cash on hand and demand deposits held in banks. Restricted cash includes payments received on pledged assets and used for the payment of bonds under the related indenture agreements. Also included in restricted cash are escrow balances, payments in process and various government deposits.

Restricted Assets – Essentially all investments and loans receivable are restricted assets. Restricted assets are held for the benefit of respective bondholders and accounted for by program. Certain other assets are held on behalf of various governmental housing initiatives or regulations.

Investments – Noncurrent investments of the Authority, representing those investments which are held as reserves under indenture or other restrictions, are reported at fair value based on values obtained from third-party pricing services. The values are based on quoted market prices when available or on adjusted value in relation to observable prices on similar investments. All other investments are reported at amortized cost. Virtually all investments are restricted.

Loans Receivable – Mortgage loans receivable are reported at their unpaid principal balance net of deferred down payment assistance expense, deferred fee income, loan origination costs and an allowance for estimated loan losses. Deferred down payment assistance expense, deferred fee income and loan origination costs are capitalized and amortized over the contractual life of the loan using the effective interest method. Virtually all mortgage loans receivable are serviced by the Authority and are restricted.

Loans Receivable Held for Sale – Loans originated or acquired and intended for sale in the secondary market are carried at the lower of cost or fair value. Gains and losses on loan sales (sales proceeds minus carrying value) are reported as other operating income.

Allowance for Loan Losses – The allowance for loan losses is a reserve against current operations based on management's estimate of expected loan losses. Management's estimate considers such factors as the payment history of the loans, the projected cash flows of the borrowers, estimated value of the collateral, subsidies, guarantees, mortgage insurance, historical loss experience for each loan type, additional guarantees provided by the borrowers and economic conditions. Based on review of these factors, a total reserve amount is calculated and a provision is made against current operations to reflect the estimated balance.

Troubled Debt Restructuring – A restructuring of a debt constitutes a troubled debt restructuring if the creditor for economic or legal reasons related to the debtor's financial difficulties grants a concession to the debtor that it would not otherwise consider. Whatever the form of concession granted by the creditor to the debtor in a troubled debt restructuring, the creditor's objective is to make the best of a difficult situation. That is, the creditor expects to obtain more cash or other value from the debtor, or to increase the probability of receipt, by granting the concession than by not granting it.



Interest income is recognized using the new interest rate after restructuring, which approximates the effective interest rate. Additional information is disclosed in the loans receivable note. See note 3.

Capital Assets – Capital assets are defined by the Authority as assets with an initial, individual cost of \$2,500. Capital assets are depreciated or amortized using the straight-line method over their estimated useful lives, which are 30 years for buildings and from 3 to 10 years for furniture and equipment.

Other Assets – The major other assets are as follows:

- *Mortgage servicing rights (servicing release premiums)*: amortized over the life of the related loans using the effective interest method. Unamortized costs totaling \$21.3 million and \$18.6 million were outstanding at December 31, 2013 and 2012, respectively. Included in these amounts are mortgage servicing rights of \$14.2 million and \$9.5 million as of December 31, 2013 and 2012, respectively, related to loans sold by the Authority for which the Authority retained the mortgage servicing rights. These mortgage servicing rights are reported at the lower of cost or fair value. In 2013, the Authority recorded a net reversal of \$1.1 million of prior years' impairment loss on mortgage servicing rights. The impairment and related reversal are reported in general operating expense on the Statement of Revenues, Expenses and Changes in Net Position. In 2012, the Authority recognized an impairment loss of \$1.8 million.
- *Other real estate owned (REO)*: represents real estate acquired through foreclosure and in-substance foreclosures. Other real estate owned is recorded at the lower of the investment in the loan or the estimated net realizable value, which equals estimated fair value less selling and closing costs.

Bonds – Bonds payable are limited obligations of the Authority, and are not a debt or liability of the State or any subdivisions thereof. Each bond issue is secured, as described in the applicable trust indenture, by all revenues, moneys, investments, mortgage loans, and other assets in the accounts of the program. Substantially all of the Authority's loans and investments are pledged as security for the bonds. The provisions of the applicable trust indentures require or allow for redemption of bonds through the use of unexpended bond proceeds and excess funds accumulated primarily through prepayment of mortgage loans and program certificates. All outstanding bonds are subject to redemption at the option of the Authority, in whole or in part at any time after certain dates, as specified in the respective series indentures.

The Authority issues fixed rate and variable rate bonds. The rate on the fixed rate bonds is set at bond closing. The variable rate bonds bear interest at either a monthly or a weekly rate until maturity or earlier redemption. For bonds that pay weekly rates, the remarketing agent for each bond issue establishes the weekly rate according to each indenture's remarketing agreement. The weekly rates are communicated to the various bond trustees for preparation of debt service payments. The weekly rate, as set by the remarketing agent, allows the bonds to trade in the secondary market at a price equal to 100% of the principal amount of the bonds outstanding, with each rate not exceeding maximum rates permitted by law. The variable rate bonds that bear interest monthly are based on the one-month London Interbank Offered Rate (LIBOR).

Variable rate bonds have an assumed Stand-by Purchase Agreement (SBPA), which states that the issuer of the SBPA will purchase the bonds in the event the remarketing agent is unsuccessful in marketing the bonds. In this event, the interest rate paid by the Authority will be calculated using a defined rate from the SBPA. If the bonds remain unsold for a period of 90 days, they are deemed to be "bank bonds" and the Authority is required to repurchase the bonds from the SBPA issuer. The timing of this repurchase, or term out, will vary by issuer from two years to ten years.

Bond Discounts and Premiums – Discounts and premiums on bonds payable are amortized to interest expense over the lives of the respective bond issues using the effective interest method.



Debt Refundings – For current refundings and advance refundings resulting in defeasance of debt, the difference between the reacquisition price and the net carrying amount of the old debt is deferred and amortized as a component of interest expense over the remaining life of the old or new debt, whichever is shorter. The difference is amortized using the effective interest method, with the exception of the amount relating to deferred loss on interest rate swap hedging relationship termination, which is amortized on a straight-line basis. The deferred refunding amounts are classified as a component of deferred outflows on the Statement of Net Position.

Derivative Instruments – Derivative instruments, as defined in GASB No. 53, *Accounting and Financial Reporting for Derivative Instruments*, are measured on the Statement of Net Position at fair value. Changes in fair value for those derivative instruments that meet the criteria for hedging instruments under GASB No. 53 are reported as deferred inflows and outflows. Changes in fair value of investment derivative instruments, which are ineffective derivative instruments, are reported within investment derivative activity loss in the period of change.

Derivative Instruments – Interest Rate Swap Agreements – The Authority enters into interest rate swap agreements (swap) with rated swap counterparties in order to (1) provide lower cost fixed rate financing for its loan production needs through synthetic fixed rate structures and (2) utilize synthetic fixed rate structures with refunding bonds in order to generate cash flow savings. The interest differentials to be paid or received under such swaps are recognized as an increase or decrease in interest expense of the related bond liability. The Authority enters into fixed payor swaps, where it pays a fixed interest rate in exchange for receiving a variable interest rate from the counterparty. The variable interest rate may be based on either a taxable or tax-exempt index. By entering into a swap agreement, the Authority hedges its interest rate exposure on the associated variable rate bonds. The Authority's interest rate swaps are generally considered to be hedging derivative instruments under GASB No. 53. However, certain interest rate swaps have been deemed ineffective and are classified as investment derivative instruments. Additional information about the swap agreements is provided in note 8.

Derivative Instruments – Forward Sales Contracts – Forward sales securities commitments and private investor sales commitments are utilized to hedge changes in fair value of mortgage loan inventory and commitments to purchase mortgage loans. At December 31, 2013, the Authority had executed 46 forward sales transactions with a \$103.4 million notional amount with two counterparties with concentrations and ratings (Standard and Poor's/Moody's Investors Service) as shown in note 8. The forward sales will all settle by March 20, 2014. These contracts are considered investment derivative instruments.

Hybrid Instrument Borrowings – Hybrid instrument borrowings represent cash premiums received on interest rate swaps that had a fair value other than zero at the date of execution, generally because the fixed rates were different from market rates at that date. Interest expense is imputed on these borrowings, which are reported at amortized cost.

Other Liabilities – The major other liabilities are as follows:

- *Servicing escrow*: The net amount of collected escrow funds currently being held on behalf of borrowers to pay future obligations of property taxes and insurance premiums due on real properties. The Authority has a corresponding asset that is recorded in restricted cash.
- *Deferred Low Income Housing Tax Credit (LIHTC) Income*: Compliance monitoring fees collected in advance on multi-family properties that have been awarded low-income housing tax credits to be used over a 15-year period. These fees cover the ongoing cost the Authority incurs to certify that these properties remain low-income compliant during the 15-year period and continue to be eligible to use the tax credits awarded.
- *Compensated Absences*: Employees accrue paid time off at a rate based on length of service. Employees may accrue and carry over a maximum of 150% of their annual paid time off benefit. The liability for compensated absences is based on current salary rates and is reported in the Statement of Net Position.
- *Capital lease*: The Authority includes as capital assets the present value of noncancelable lease payments for leases that qualify as a capital lease. Capital lease payments of principal and interest total \$66 thousand per year through 2016.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Classification of Revenues and Expenses – The Authority distinguishes operating revenues and expenses from nonoperating items. Operating revenues and expenses generally result from providing services in connection with the Authority’s ongoing operations. The principal operating revenues of the Authority are interest income on loans and investment income. The Authority also recognizes revenues from rental operations and other revenues, which include loan servicing fees and other administrative fees. Operating expenses include interest expense, administrative expenses, depreciation, and the provision for loan losses. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

The Authority’s nonoperating revenues and expenses consist primarily of pass-through amounts related to the Authority’s role as a contract administrator of the U.S. Department of Housing and Urban Development’s Section 8 subsidy program. Under the Section 8 subsidy program, tenants pay 30% of their income toward rent and the balance is paid to the Authority by federal subsidy.

New Accounting Principles – As of December 31, 2013, the Authority implemented GASB Statement No. 65, *Items Previously Reported as Assets and Liabilities*, which is effective for financial statements for periods beginning after December 15, 2012. This Statement establishes accounting standards to reclassify certain items that were previously reported as assets and liabilities, as deferred outflows or inflows on the Statement of Net Position. This Statement also recognizes certain items that were previously reported as assets and liabilities as outflows or inflows of resources on the Statement of Revenues, Expenses and Changes in Net Position. Accounting changes adopted to conform to the provisions of this statement were applied retroactively by restating the basic financial statements for all prior periods presented. The Authority’s January 1, 2012 net position, based on Statement No. 65 accounting adjustments, was restated (reduced) by \$15.0 million from \$270.5 million to \$255.5 million for bond issuance costs and certain loan-related costs that are expensed when incurred and for certain loan-related fees that are recorded as revenue upon receipt under the new standard. In addition, the December 31, 2012 Statement of Net Position was restated to reclassify \$15.8 million from bonds payable to deferred outflows.

Future Accounting Principles – GASB issued Statement No. 68, *Accounting and Financial Reporting for Pensions*, which is effective for financial statements for periods beginning after June 15, 2014. This Statement addresses the accounting and financial reporting for employer pension plans provided to employees by pension plans administered through trusts that have certain characteristics. These characteristics mirror the criteria and definitions set forth in Statement No. 67. Statement No. 68 establishes standards for measuring and recognizing liabilities, deferred inflows and outflows of resources, and expenses as they relate to pension plans. More specifically, this Statement details how cost-sharing multiple-employer defined benefit plans, such as the one administered by the Public Employee’s Retirement Association of Colorado (PERA) on behalf of the Authority, will recognize pension liabilities based upon the employer’s proportionate share of the collective net pension liability of the trust. This Statement also addresses the note disclosure and required supplementary information requirements for reporting the pension liability. This Statement will be applicable to the Authority in 2015, and could have a material impact on the Authorities financial statements as the Authority contributes to both a defined benefit and defined contribution pension plan as administered by the PERA.

GASB issued Statement No. 69, *Government Combinations and Disposals of Government Operations*, which is effective for financial statements for periods beginning after June 15, 2013. The standard was issued to improve the accounting and financial reporting standards related to government combinations and disposals of government operations. These transactions include mergers, acquisitions, and transfers of, or disposals of, government operations. This Statement will be applicable to the Authority in 2014; however, this Statement will have no material impact on the Authority’s financial statements, as the Authority has no plans to engage in any of the combinations or disposals subject to the provisions of Statement No. 69.

GASB issued Statement No. 70, *Accounting and Financial Reporting for Nonexchange Financial Guarantees*, which is effective for financial statements for periods beginning after June 15, 2013. This Statement will enhance comparability of financial statements among governments by requiring consistent reporting by governments, which extend or receive



nonexchange financial guarantees. This Statement will also address the information disclosed about a government's obligations and risk exposure from extending nonexchange financial guarantees. The result of these changes will allow financial statement users to assess a government's probability of having to repay obligation holders under a nonexchange financial guarantee. This Statement will be applicable to the Authority in 2014; however, this Statement will have no material impact on the Authority's financial statements, as the Authority has no plans to engage in any nonexchange financial guarantees, which are subject to the provisions of Statement No. 70.

GASB issued Statement No. 71, *Pension Transition for Contributions Made Subsequent to the Measurement Date – an amendment of GASB Statement No. 68*, which is effective for financial statements for periods beginning after June 15, 2014. The objective of this statement is to address an issue regarding the application of the transition provisions of Statement No. 68, which requires the recognition of a deferred outflow or deferred inflow of resources related to pensions at the initial application of the new standard. This Statement amends paragraph 137 of Statement No. 68 to require that, at transition, a government recognize a beginning deferred outflow of resources for its pension contributions, if any, made subsequent to the measurement date of the beginning net pension liability. Statement No. 68, as amended, continues to require that beginning balances for other deferred outflows of resources and deferred inflows of resources related to pensions be reported at transition only if it is practical to determine all such amounts. The provisions of this Statement are required to be applied simultaneously with the provisions of Statement No. 68. As such, this Statement will be applicable to the Authority in 2015 and will have no additional impact on the Authority's financial statements, except as stated in Statement No. 68.

(2) Cash and Investments

The Authority is authorized by means of a Board-approved investment policy to invest in notes, bonds and other obligations issued or guaranteed by the U.S. government and certain governmental agencies. Additionally, the Authority is permitted to invest, with certain restrictions as to concentration of risk, collateralization levels, maximum periods to maturity, and/or underlying rating levels applied, in revenue or general obligations of states and their agencies, certificates of deposits, U.S. dollar denominated corporate or bank debt, commercial paper, repurchase agreements backed by U.S. government or agency securities, money market mutual funds and investment agreements. The Authority is also subject to permissible investments as authorized by Title 24, Article 75, Part 6 of the Statutes. Permissible investments pursuant to the Statutes are either identical to or less restrictive than the Authority's investment policy. In addition, each of the trust indentures established under the Authority's bond programs contains requirements as to permitted investments of bond fund proceeds, which may be more or less restrictive than the Authority's investment policy. These investments are included in the disclosures below under State and political subdivision obligations.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Interest Rate Risk

As of December 31, 2013, the Authority had the following investment maturities:

Investment Type	Investment Maturities (In Years)				Total
	Less Than 1	1-5	6-10	More Than 10	
Certificate of deposit	\$ 23,800	\$ -	\$ -	\$ -	\$ 23,800
External investment pool	82,612	-	-	-	82,612
Investment agreements - uncollateralized	84,986	-	-	32,385	117,371
Money market mutual fund	238,738	-	-	-	238,738
Repurchase agreement	17,192	-	-	6,740	23,932
State & political subdivision obligations	-	-	-	580	580
U.S. government agencies	18,823	35,969	20,272	183,962	259,026
U.S. Treasury	716	-	-	-	716
Total	\$ 466,867	\$ 35,969	\$ 20,272	\$ 223,667	\$ 746,775

As of December 31, 2012, the Authority had the following investment maturities:

Investment Type	Investment Maturities (In Years)				Total
	Less Than 1	1-5	6-10	More Than 10	
Certificate of deposit	\$ 39,900	\$ -	\$ -	\$ -	\$ 39,900
External investment pool	96,984	-	-	-	96,984
Investment agreements - uncollateralized	140,510	-	-	33,093	173,603
Money market mutual fund	108,790	-	-	-	108,790
Repurchase agreement	73,338	-	-	15,495	88,833
State & political subdivision obligations	-	-	-	2,325	2,325
U.S. government agencies	1,424	17,052	57,344	213,909	289,729
U.S. Treasury	765	-	-	-	765
Total	\$ 461,711	\$ 17,052	\$ 57,344	\$ 264,822	\$ 800,929

General Program investments of \$32.8 million include investments pledged as of December 31, 2013 as follows: a \$23.8 million certificate of deposit pledged to the Federal Home Loan Bank (FHLB) line of credit and Colorado Local Government Liquid Asset Trust (COLOTRUST) investments of Rural Development Loan Program (RDLP), RDLP II and RDLP V in the amounts of \$465 thousand, \$141 thousand and \$25 thousand, respectively; each pledged as collateral for the RDLP notes payable and \$3.0 million of investments pledged as collateral for private placement bonds.

General Program investments of \$45.9 million include investments pledged as of December 31, 2012 as follows: a \$39.9 million certificate of deposit pledged to the FHLB line of credit and COLOTRUST investments of RDLP, RDLP II and RDLP V in the amounts of \$313 thousand, \$329 thousand and \$22 thousand, respectively; each pledged as collateral for the RDLP notes payable and \$688 thousand of investments pledged as collateral for private placement bonds.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

All Single Family and Multi-Family/Business Program investments, which total \$714.0 million and \$755.0 million as of December 31, 2013 and 2012, respectively, are restricted under bond indentures or other debt agreements, or otherwise pledged as collateral for borrowings.

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. The Authority's investment policy requires 1) staggered maturities to avoid undue concentrations of assets in a specific maturity sector, 2) stable income, 3) adequate liquidity to meet operations and debt service obligations, and 4) diversification to avoid overweighting in any one type of security.

Credit Risk – The following table provides credit ratings of the Authority's investments as determined by Standard and Poor's and/or Moody's Investors Service.

Investment Type	2013		2012	
	Rating	Total	Rating	Total
Certificate of deposit	Not Rated	\$ 23,800	Not Rated	\$ 39,900
External investment pool	AAAm	82,612	AAA	96,984
Investment agreements - uncollateralized	AA/Aa	49,610	AA/Aa	96,318
Investment agreements - uncollateralized	A/Aa	-	A/Aa	12,268
Investment agreements - uncollateralized	A/A	22,109	A/A	56,199
Investment agreements - uncollateralized	AA/A	45,652	AA/A	8,818
Money market mutual fund	AAAm/Aaa	238,738	AAA/Aaa	108,790
Repurchase agreements	AA/Aaa	23,932	AA/Aaa	88,833
State and political subdivision obligations	AAA/Aaa	580	AAA/Aaa/AA/Baa	2,325
U.S. government agencies	AA/Aaa	259,026	AA/Aaa	289,729
U.S. Treasury	AA/Aaa	716	AA/Aaa	765
Total		\$ 746,775		\$ 800,929

Of the investments in securities issued by state and political subdivisions, 100.0% and 40.4% as of December 31, 2013 and 2012, respectively, are rated AAA. Investment agreements meet the requirements of the rating agency providing the rating on the related debt issue and of the Board's investment policy. The Board's investment policy states that the Authority is empowered to invest in any security that is a revenue or general obligation of any political subdivision. The credit rating at the time of purchase must be rated in one of its two highest rating categories by one or more nationally recognized organizations, which regularly rate such obligations and concentration limits may not exceed more than 20% of the investment portfolio.

As of December 31, 2013 and 2012, the Authority had invested in COLOTRUST, an investment vehicle established for local governmental entities in Colorado to pool funds available for investment. COLOTRUST is reflected in the above tables as an external investment pool. The State Securities Commissioner administers and enforces all State statutes governing COLOTRUST. COLOTRUST operates similarly to a money market fund and each share's fair value is \$1.00.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Concentration of Credit Risk – The Authority has various maximum investment limits both by type of investment and by issuer to prevent inappropriate concentration of credit risk. The following table provides information on issuers in which the Authority has investments representing more than 5% of its total investments as of December 31, 2013 and 2012.

Issuer	2013	2012
External investment pool - COLOTRUST	11.06%	12.11%
Investment agreements - uncollateralized - IXIS	7.58%	12.55%
Investment agreements - uncollateralized - Trinity	4.75%	6.14%
Money market fund - Fidelity	24.49%	7.56%
Money market fund - Heritage	7.33%	6.02%
Repurchase agreements - IXIS	3.20%	8.21%
U.S. government agencies - FHLB	2.79%	5.45%
U.S. government agencies - FHLMC	6.78%	4.97%
U.S. government agencies - FNMA	6.31%	6.62%
U.S. government agencies - GNMA	18.23%	19.13%

Custodial Credit Risk – Investments – Custodial credit risk is the risk that, in the event of the failure of the custodian, the Authority will not be able to recover the value of its investment or collateral securities that are in the possession of the custodian. All securities owned by the Authority are either in the custody of the related bond indenture trustees or held in the name of the Authority by a party other than the issuer of the security.

Custodial Credit Risk – Cash Deposits – In the case of cash deposits, custodial credit risk is the risk that in the event of a bank failure, the Authority’s deposits may not be returned to it. All deposit accounts were either covered by the Federal Deposit Insurance Corporation or fully collateralized in accordance with the State of Colorado’s Division of Banking’s Public Deposit Protection Act.

Included in cash deposits are escrow deposits in the amount of \$36.7 million and \$37.8 million held in a fiduciary capacity as of December 31, 2013 and 2012, respectively. These escrow deposits are primarily held for the payment of property taxes and insurance on behalf of the mortgagors whose loans are owned or serviced by the Authority.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

(3) Loans Receivable, Related Allowances and Troubled Debt Restructuring

Loans receivable and loans receivable held for sale at December 31, 2013 and 2012 consisted of the following:

	2013	2012
General Fund	\$ 170,449	\$ 191,864
Single Family Fund:		
Program Senior and Subordinate	-	20,640
Mortgage	854,829	1,050,852
Total Single Family Fund loans	854,829	1,071,492
Multi-Family/Business Fund:		
Insured Mortgage Revenue	-	42,815
Multi-Family/Project	589,996	667,360
Multi-Family Pass Through	31,297	-
Total Multi-Family/Business Fund loans	621,293	710,175
Less intercompany loans, included in Multi-Family/Project above	(2,330)	(2,726)
Total loans receivable	1,644,241	1,970,805
Payments in process	(1,203)	(5,024)
Deferred fee income	(164)	(84)
Allowance for loan losses	(13,151)	(17,818)
Total loans receivable, net	\$ 1,629,723	\$ 1,947,879

Substantially all loans are restricted by bond indentures or other debt agreements.

Loans in the Single Family Program and the Multi-Family/Business Program in the table above are grouped based on the related bond type (see note 6 for additional information).

General Program loans include single family, multi-family and business finance loans acquired under various programs of the General Program, loans to be sold through the issuance of Ginnie Mae and Fannie Mae securities, loans held as investments, and loans backed by bonds within the General Program. These loans are typically collateralized by mortgages on real property and improvements. Certain of these loans are also guaranteed by agencies of the U.S. government.

Single family bond program loans are collateralized by mortgages on applicable real property and, in the case of loans with an initial loan-to-value ratio of 80% or more, are generally either insured by the FHA or guaranteed by the VA or RD or insured by private mortgage insurance.

The single family loan portfolio included in the general and single family programs as of December 31, 2013 comprised of \$598.2 million of FHA insured loans, \$43.5 million of VA guaranteed loans, \$28.5 million of RD loans and \$133.1 million of conventional insured loans with the balance of \$150.1 million made up of uninsured conventional and second mortgage loans.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The single family loan portfolio included in the general and single family programs as of December 31, 2012 comprised of \$746.9 million of FHA insured loans, \$58.9 million of VA guaranteed loans, \$33.2 million of RD loans and \$195.2 million of conventional insured loans with the balance of \$143.6 million made up of uninsured conventional and second mortgage loans.

The Authority is exposed to operational risk, which makes it subject to loss or repurchase of insured FHA loans if specific guidelines are not met. As of December 31, 2013 and 2012, the Authority recorded a reserve of \$275 thousand and \$353 thousand, respectively, for claim refunds to be paid to the U.S. Department of Housing and Urban Development (HUD).

As of December 31, 2013 and 2012, single family mortgage loans with pending foreclosure actions have aggregate principal balances of approximately \$26.6 million and \$28.1 million, respectively. As of December 31, 2013 and 2012, the aggregate principal balance of single family mortgage loans delinquent 91 days or greater was approximately \$77.6 million and \$75.3 million, respectively.

The Multi-Family/Business Program loans and a portion of General Program loans are commercial loans. Commercial loans are collateralized by mortgages on applicable real estate and, in some cases, are insured by an agency of the U.S. government, which reduces the credit risk exposure for that type of insured loan.

As of December 31, 2013, approximately \$384.1 million, or 72.1%, of the commercial loan balances are not covered by insurance. The insured loans comprised of \$192.0 million of Section 542(c) risk share loans, which are 50% insured, and \$22.5 million of Sections 221(d) and 223(f) new construction and rehabilitation loans, which are 99% insured.

As of December 31, 2012, approximately \$447.7 million, or 69.0%, of the commercial loan balances are not covered by insurance. The insured loans comprised of \$214.8 million of Section 542(c) risk share loans, which are 50% insured, and \$38.2 million of Sections 221(d) and 223(f) new construction and rehabilitation loans, which are 99% insured.

As of December 31, 2013, there were no commercial loans with pending foreclosure actions.

As of December 31, 2012, commercial loans with pending foreclosure actions had an aggregate principal balance of approximately \$5.2 million, of which \$2.5 million was insured. A reserve amount of \$714 thousand has been established for the uninsured portion of these loans.

As of December 31, 2013 and 2012, commercial loans delinquent 91 days or greater aggregate principal balances were approximately \$408 thousand and \$6.1 million, respectively.

Activity in the allowance for loan loss for the years ended December 31, 2013 and 2012 was as follows:

	<u>2013</u>	<u>2012</u>
Beginning balance	\$ 17,818	\$ 17,423
Provision (reversal)	(507)	9,106
Net charge-offs		
Single-family	(3,431)	(8,288)
Multi-family/Business	(729)	(423)
Ending balance	<u>\$ 13,151</u>	<u>\$ 17,818</u>



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The Authority services loans on the behalf of others, primarily for Ginnie Mae and Fannie Mae, which are not reported on the Statement of Net Position. As of December 31, 2013 and 2012, these outstanding loan balances were \$1.4 billion and \$1.2 billion, respectively.

Under the Ginnie Mae program, the Authority must use its own funds if a borrower fails to make a timely payment on a mortgage loan. The Authority must also assess the overall performance of the portfolio and will repurchase certain loans as necessary to maintain required delinquent thresholds. All Ginnie Mae loans are either insured by the FHA or RD, or are guaranteed by the VA.

The Authority has granted terms and interest rate concessions to debtors, which are considered troubled debt restructuring, as of December 31, 2013 and 2012, as summarized below:

Single Family Program Loans:	2013	2012
Aggregate recorded balance	\$ 34,059	\$ 17,168
Number of loans	243	118
Gross interest revenue if receivables had been current	\$ 2,019	\$ 1,013
Interest revenue included in changes in net position	\$ 1,323	\$ 689
Multi-Family/Business Program Loans:	2013	2012
Aggregate recorded balance	\$ 19,437	\$ 25,638
Number of loans	25	32
Gross interest revenue if receivables had been current	\$ 1,122	\$ 1,532
Interest revenue included in changes in net position	\$ 1,160	\$ 1,355



*Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)*

(4) Capital Assets

Capital asset activity for the year ended December 31, 2013 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Nondepreciable capital assets:				
Land	\$ 1,573	\$ -	\$ -	\$ 1,573
Construction in progress	309	569	(602)	276
Total nondepreciable capital assets	1,882	569	(602)	1,849
Depreciable capital assets:				
Cost:				
Computer equipment/software *	13,863	478	(12)	14,329
Furniture and equipment	1,086	50	(19)	1,117
Buildings and related improvements	7,791	105	-	7,896
Total depreciable capital assets	22,740	633	(31)	23,342
Less accumulated depreciation:				
Computer equipment/software *	(11,833)	(1,175)	12	(12,996)
Furniture and equipment	(650)	(122)	19	(753)
Buildings and related improvements	(4,029)	(358)	-	(4,387)
Total accumulated depreciation	(16,512)	(1,655)	31	(18,136)
Total depreciable capital assets, net	6,228	(1,022)	0	5,206
Total capital assets, net	\$ 8,110	\$ (453)	\$ (602)	\$ 7,055

* Includes capital lease



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Capital asset activity for the year ended December 31, 2012 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Nondepreciable capital assets:				
Land	\$ 4,785	\$ -	\$ (3,212)	\$ 1,573
Construction in progress	241	68	-	309
Total nondepreciable capital assets	5,026	68	(3,212)	1,882
Depreciable capital assets:				
Cost:				
Computer equipment/software *	13,523	340	-	13,863
Furniture and equipment	1,067	19	-	1,086
Rental property - nonbuilding related	2,171	60	(2,231)	-
Buildings and related improvements	27,772	-	(19,981)	7,791
Total depreciable capital assets	44,533	419	(22,212)	22,740
Less accumulated depreciation:				
Computer equipment/software *	(9,797)	(2,036)	-	(11,833)
Furniture and equipment	(513)	(137)	-	(650)
Rental property - nonbuilding related	(817)	(44)	861	-
Buildings and related improvements	(14,272)	(505)	10,748	(4,029)
Total accumulated depreciation	(25,399)	(2,722)	11,609	(16,512)
Total depreciable capital assets, net	19,134	(2,303)	(10,603)	6,228
Total capital assets, net	\$ 24,160	\$ (2,235)	\$ (13,815)	\$ 8,110

* Includes capital lease

(5) Short-Term Debt

The Authority has agreements with the FHLB of Topeka for collateralized borrowings in an amount not to exceed the lending limit internally established by the FHLB, which is 40% of the Authority's total assets, or \$1.0 billion. As of December 31, 2013 and 2012, the Authority had \$42.4 million and \$71.5 million of short-term debt outstanding with the FHLB, respectively. Borrowings under these agreements are used to support the Authority's various lending programs, to purchase loans to be sold through the issuance of Ginnie Mae securities and activities related to the Authority's private activity bond volume cap preservation program. Amounts drawn under the agreements bear interest at the same rates charged by the FHLB to its member banks and are collateralized by certain mortgage loans and investments. There are no commitment fees associated with these agreements.

The Authority also has a revolving, unsecured, commercial bank line of credit agreement for borrowings of up to \$30.0 million. Amounts drawn under the agreement bear interest fixed at 1.95% per annum above the one week or one-month LIBOR. This line of credit agreement terminates on December 18, 2014. The Authority pays an unused line fee at the rate of .020% per annum, payable in arrears on the first business day after each calendar quarter. The fee is based upon the average daily unused amount of the line of credit computed on the basis of a 360-day year. As of December 31, 2013 and 2012, there were no outstanding balances.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Short-term debt activity for the years ended December 31, 2013 and 2012 was as follows:

	<u>2013</u>	<u>2012</u>
Beginning balance	\$ 71,475	\$ 46,100
Additions	2,658,410	3,125,105
Reductions	<u>(2,687,505)</u>	<u>(3,099,730)</u>
Ending balance	<u>\$ 42,380</u>	<u>\$ 71,475</u>

(6) Bonds, Notes Payable and Other Liabilities

The Authority issues bonds and notes payable to finance its lending programs. Proceeds from long-term debt of the Single Family and Multi-Family/Business bonds are used for funding of single family, multi-family and business loans. Long-term debt of the General Programs (including notes payable) is used to finance single family and business loans related to various private placements and general corporate purposes. The aggregate principal amounts of bonds and notes payable outstanding as of December 31, 2013 and 2012 are shown in the table on the following pages. Interest is payable semiannually unless otherwise noted. Interest rates on variable rate debt reset on a weekly or monthly basis. At December 31, 2013, these rates ranged from 0.04% to 1.07%. At December 31, 2012, these rates ranged from 0.12% to 1.12%. Sixteen of the bond series reset on a monthly basis based on LIBOR, and one bond sub-series resets monthly based on the Securities Industry Financial Markets Association Municipal Swap Index (SIFMA).

During 2013, the Authority entered into agreements with the Bank of New York Mellon for \$71.8 million in new liquidity facilities to replace the final outstanding Temporary Credit Liquidity Program (TCLP) agreements. The Authority also renewed \$471.9 million in expiring liquidity facilities with FHLB of Topeka and \$151.2 million of expiring facilities with Barclays Bank. The Authority entered into early liquidity facility extensions at improved pricing levels with Royal Bank of Canada and JP Morgan Chase Bank, the existing facility providers, with the purpose of taking advantage of lower facility costs for a longer period of time.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Description and due date	Interest rate (%)	2013	2012
Bonds payable:			
General Fund (prior to 2011, all General Fund bonds carry the Authority's general obligation pledge):			
Single Family:			
Taxable Mortgage Revenue Bonds: (* principal and interest payable monthly)			
2000 Series A*	2013 - 2020	6.91	\$ - \$ 352
2001 Series AP*	2013 - 2021	6.14	- 1,209
2004 Series A*	2013 - 2024	4.95	- 646
2004 Series B*	2013 - 2035	4.98	- 1,754
2004 Series CV*	2013 - 2035	5.14	- 950
2005 Series A*	2013 - 2035	5.17	- 3,834
2005 Series B*	2013 - 2036	5.32	- 3,475
2006 Series A*	2013 - 2036	5.92	- 3,757
2007 Series A*	2013 - 2037	5.50	- 3,559
Total Single Family			- 19,536
Multi-Family/Business Finance:			
Guaranteed Loan Participation Purchase Bonds: (* principal and interest payable monthly)			
1999 Series A	2014 - 2024	5.71	132 148
2003 Series A*	2013 - 2023	5.00	- 6
2004 Series A*	2013 - 2024	4.62	- 233
2004 Series B*	2014 - 2024	4.88	3,125 3,664
2005 Series A*	2014 - 2025	4.81	434 1,962
2006 Series A*	2013 - 2026	5.98	- 1,178
2007 Series A*	2013 - 2027	5.89	- 863
2011 Series A*	2014 - 2031	2.92	1,036 3,096
2012 Series A*	2014 - 2025	2.84	5,962 6,325
Total Guaranteed Loan Participation Purchase Bonds			10,689 17,475
Project Loan Participation Purchase Bonds: (* principal and interest payable monthly)			
2004 Series AP*	2014 - 2024	4.90	1,502 2,307
Taxable Rental Project Revenue Bonds: (* principal and interest payable monthly)			
2000 Series A	2014 - 2020	6.15	3,128 3,512
2002 Series AV*	2014 - 2022	5.55	3,021 3,481
2003 Series AV*	2014 - 2024	5.19	3,113 3,225
2004 Series A*	2014 - 2024	4.90	10,214 10,666
Total Taxable Rental Project Revenue Bonds			19,476 20,884
Total Multi-Family/Business Finance			31,667 40,666
Total General Fund			31,667 60,202

Table continued on following page.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Description and due date	Interest rate (%)	2013	2012
Single Family Fund:			
Single Family Program Senior and Subordinate Bonds:			
1999 Series A	2013 - 2030	6.05 - 6.45	\$ - \$ 2,315
2000 Series D	2013 - 2032	6.75 - 6.90	- 1,635
2000 Series E	2013 - 2032	6.60 - 7.00	- 1,605
2001 Series A	2013 - 2032	5.00 - 6.50	- 3,940
2001 Series B	2013 - 2033	5.00 - 6.80	- 4,275
2001 Series C	2013 - 2033	4.88 - 6.60	- 5,355
Total Single Family Program Senior and Subordinate Bonds			- 19,125
Single Family Mortgage Bonds:			
2001 Series AA	2014 - 2038	Variable	101,840 106,840
2002 Series A	2014 - 2021	Variable	16,335 30,515
2002 Series B	2014 - 2021	Variable	23,240 31,765
2002 Series C	2014 - 2022	Variable	29,555 36,055
2003 Series A	2014 - 2030	Variable	4,620 7,660
2003 Series B	2014 - 2028	Variable	93,790 99,565
2003 Series C	2014 - 2032	Variable	41,825 41,825
2004 Series A	2014 - 2032	Variable & 5.25	40,605 41,220
2004 Series B	2014 - 2032	Variable & 5.25	31,250 33,705
2005 Series A	2014 - 2033	Variable & 5.25	36,645 37,295
2005 Series B	2014 - 2036	Variable & 4.98 - 5.22	57,470 62,780
2006 Series A	2014 - 2036	Variable	47,885 74,985
2006 Series B	2014 - 2036	Variable	115,520 115,520
2006 Series C	2014 - 2036	Variable & 4.63	25,025 86,230
2007 Series A	2014 - 2037	Variable & 4.80	86,945 100,295
2007 Series B	2014 - 2038	Variable	136,370 136,370
2008 Series A	2014 - 2038	Variable & 5.00	110,910 110,955
2009 Series A	2014 - 2029	3.45 - 5.50	46,535 58,895
2011 Series AA	2014 - 2029	Variable & 1.45 - 5.00	29,295 91,935
2011 Series B	2014 - 2014	Variable	31,650 64,180
2011 Series C	2013 - 2014	Variable	- 33,750
2011 Series D	2014 - 2016	Variable & 0.76 - 0.93	36,935 47,090
2012 Series A	2014 - 2038	Variable	96,985 98,705
2013 Series AA	2014 - 2041	2.80	48,715 -
2013 Series B	2014 - 2036	Variable	39,950 -
Total Single Family Mortgage Bonds			1,329,895 1,548,135
Total Single Family Fund			1,329,895 1,567,260

Table continued on following page.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Description and due date	Interest rate (%)	2013	2012
Multi-Family/Business Fund:			
Multi-Family Housing Insured - Mortgage Revenue Bonds:			
1997 Series B	2013 - 2038	5.70 - 5.90	\$ - \$ 3,895
1997 Series C	2013 - 2039	5.60 - 5.75	- 8,705
1998 Series A	2013 - 2039	5.35 - 5.50	- 7,095
1998 Series B	2013 - 2040	5.45 - 5.55	- 1,075
1999 Series A	2013 - 2041	5.10 - 6.65	- 17,360
1999 Series B	2013 - 2041	5.65 - 5.85	- 4,710
1999 Series C	2013 - 2041	6.05 - 6.20	- 5,515
2002 Series AA	2013 - 2030	Variable	- 23,935
Total Multi-Family Housing Insured - Mortgage Revenue Bonds		-	72,290
Multi-Family/Project Bonds: (* principal and interest payable quarterly on some of the bonds)			
2000 Series A	2014 - 2030	Variable	17,350 18,110
2000 Series B*	2014 - 2020	Variable	4,245 8,575
2001 Series A	2013 - 2043	5.30 - 5.55	- 5,965
2002 Series A	2014 - 2030	Variable	13,205 19,390
2002 Series C	2014 - 2032	Variable	85,005 103,630
2003 Series A	2014 - 2033	Variable	34,730 36,730
2004 Series A	2014 - 2045	Variable	51,995 63,610
2005 Series A	2014 - 2040	Variable	54,845 60,120
2005 Series B	2014 - 2040	Variable	22,285 22,730
2006 Series A	2014 - 2036	Variable	41,180 44,945
2007 Series B	2014 - 2038	Variable	68,260 72,490
2008 Series A	2014 - 2043	Variable	27,350 30,325
2008 Series B	2014 - 2052	Variable	159,480 162,375
2008 Series C	2014 - 2038	Variable	31,745 33,575
2009 Series A	2014 - 2041	Variable & 3.35 - 5.40	30,035 37,350
2012 Series A	2014 - 2051	2.75 - 4.50	10,500 10,500
2012 Series B	2014 - 2054	2.55 - 4.20	17,450 17,450
2013 Series A	2014 - 2023	Variable	7,610 -
2013 Series I	2014 - 2044	3.20	31,343 -
Total Multi-Family/Project Bonds		708,613	747,870
Total Multi-Family/Business Fund		708,613	820,160
Total bonds payable		\$ 2,070,175	\$ 2,447,622
Premiums and losses classified as bonds payable			
Bond premiums (unamortized)		659	2,000
Bonds payable		\$ 2,070,834	\$ 2,449,622
Notes payable		2,053	7,570
Bonds and notes payable		\$ 2,072,887	\$ 2,457,192

Table continued on following page.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Bonds and Notes Payable Summary	2013	2012
Current:		
Bonds payable	\$ 158,300	\$ 173,416
Notes payable	1,120	103
Noncurrent:		
Bonds and notes payable	1,913,467	2,283,673
Total	\$ 2,072,887	\$ 2,457,192

A breakdown of bonds payable as of December 31, 2013 and 2012, by fixed and variable interest rates, follows in the table below. Certain of the Authority's variable rate debt has been hedged by entering into pay fixed/receive variable rate interest rate swap agreements as further described in note 8. Such debt is referred to in the table as synthetic fixed rate debt.

Description	2013	2012
Fixed rate debt	\$ 288,990	\$ 451,432
Synthetic fixed rate debt	1,632,965	1,820,834
Unhedged variable rate debt	148,220	175,356
Total	\$ 2,070,175	\$ 2,447,622

Also included in the table of bonds and notes payable outstanding are certain Single Family and Multi-Family/Project bonds, which carry the Authority's general obligation pledge. These general obligation bonds are presented in the following table as of December 31, 2013 and 2012:

Description	2013	2012
General Fund Program Bonds	\$ 24,669	\$ 50,781
Single Family Program Subordinate Bonds	-	120
Single Family Mortgage Bonds, Class III	43,650	47,200
Multi-Family/Project Bonds, Class I	224,905	248,565
Multi-Family/Project Bonds, Class II	19,025	21,820
Total	\$ 312,249	\$ 368,486



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Standby Purchase Agreements provide liquidity support on variable rate bonds that are remarketed weekly. The liquidity/commitment fees vary by agreement and are based on a percentage of the outstanding bond balance, payable monthly or quarterly. Liquidity fees for the years ended December 31, 2013 and 2012 were \$7.7 million and \$10.8 million, respectively. A schedule of providers and maturities is presented below, as of December 31, 2013:

Liquidity Expiration	Barclays Bank		Royal Bank of Canada			Grand Total
	PLC. (1)	FHLB (2)	JP Morgan (3)	Canada (4)	BNY Mellon (5)	
2014	\$ -	\$ 345,860	\$ -	\$ -	\$ -	345,860
2015	146,760	463,705	75,870	-	-	686,335
2016	-	-	-	279,140	71,840	350,980
Total	\$ 146,760	\$ 809,565	\$ 75,870	\$ 279,140	\$ 71,840	\$ 1,383,175

The following provides the terms of the debt service requirements that would result if the SBPA commitments were to be exercised (bank bond rate, accelerated payment schedule, and lien):

- (1) (a) Bank Rate: for the first 30 days following the purchase date, the "Base Rate", which equals the highest of the Fed funds plus 5%, prime rate plus 5% and Three-Month LIBOR plus 5%; then for the period 31-90 days following the purchase date, the Base Rate plus 2.00%; then for the period 91 days and higher following the purchase date, 12%.
 (b) Term out provisions: accelerated principal payment due in full on the date, which is three years following the purchase date. Class III lien/General Obligation.
- (2) (a) Bank Rate: One-Month LIBOR plus 2.00% (1.50% for 2003 Series B-3 Bonds).
 (b) Term out provisions: repayments due 90 days following purchase date in equal semiannual installments until fifth anniversary of the purchase date. Class III lien/General Obligation.
- (3) (a) Bank Rate: for the first 90 days following the purchase date, the "Base Rate", which equals the highest of (i) the prime rate plus 1.50%, (ii) the Fed funds rate plus 2.00% and (iii) 7.50%; then for the period 91 days and higher following the purchase date, the Base Rate plus 1.00%.
 (b) Term out provisions: repayments due on the first business day of April and October on or following 90 days following purchase date and thereafter on each such dates in equal installments to the fifth anniversary of such purchase date. Class I lien.
- (4) (a) Bank Rate: for the first 90 days following the purchase date, the "Base Rate", which equals the highest of (i) the prime rate plus 2.50%, (ii) the Fed funds rate plus 3.00% and (iii) 8.00%; then for the period 91-180 days following the purchase date, the Base Rate plus 1.00%; then for the period 181 days and higher following the purchase date, the Base Rate plus 2.00%.
 (b) Term out provisions: repayments due on the first business day of February, May, August or November on or following 90 days following purchase date and thereafter quarterly on each such dates in equal installments to the third anniversary of such purchase date. Class I lien.
- (5) (a) Bank Rate: for any day, the "Base Rate", which is the greater of (a) the prime rate in effect for such day and (b) the sum of the Federal Funds Rate in effect for such day plus 1.00%, plus 2.00%.
 (b) Term out provisions: with respect to any Bank Bond, the earlier of the fifth anniversary or the related mandatory redemption start date (the first business day of the month next following the earlier of (i) the 90th day following the purchase date of such Bank Bond and (ii) the last day of the purchase period) or the maturity date of such Bank Bond.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The following table presents the detail of bonds, notes payable and certain other liabilities that include current and noncurrent activity for the year ended December 31, 2013:

Description	Beginning Balance	Additions	Reductions	Ending Balance	Current	Noncurrent
Bonds payable	\$ 2,447,622	\$ 133,028	\$ (510,475)	\$ 2,070,175	\$ 158,250	\$ 1,911,925
Bond premiums - unamortized	2,000	-	(1,341)	659	50	609
Total bonds payable	2,449,622	133,028	(511,816)	2,070,834	158,300	1,912,534
Notes payable	7,570	-	(5,517)	2,053	1,120	933
Arbitrage rebate payable	842	810	(926)	726	-	726
Unearned revenue	2,788	177	(371)	2,594	173	2,421
Other liabilities	2,551	12	(489)	2,074	67	2,007
Total other liabilities	6,181	999	(1,786)	5,394	240	5,154
Total	\$ 2,463,373	\$ 134,027	\$ (519,119)	\$ 2,078,281	\$ 159,660	\$ 1,918,621

The following table presents the detail of bonds, notes payable and certain other liabilities that include current and noncurrent activity for the year ended December 31, 2012:

Description	Beginning Balance	Additions	Reductions	Ending Balance	Current	Noncurrent
Bonds payable	\$ 2,893,746	\$ 133,375	\$ (579,499)	\$ 2,447,622	\$ 173,275	\$ 2,274,347
Bond premiums - unamortized	3,273	-	(1,273)	2,000	141	1,859
Total bonds payable	2,897,019	133,375	(580,772)	2,449,622	173,416	2,276,206
Notes payable	7,535	137	(102)	7,570	103	7,467
Arbitrage rebate payable	1,479	1,063	(1,700)	842	-	842
Unearned revenue	2,917	228	(357)	2,788	186	2,602
Other liabilities	36,749	340	(34,538)	2,551	73	2,478
Total other liabilities	41,145	1,631	(36,595)	6,181	259	5,922
Total	\$ 2,945,699	\$ 135,143	\$ (617,469)	\$ 2,463,373	\$ 173,778	\$ 2,289,595



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Bonds and notes payable sinking fund installments and contractual maturities subsequent to December 31, 2013, using rates in effect as of December 31, 2013, are as follows:

Years Ending December 31,	General Fund		Single Family		Multi-Family		Notes Payable	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2014	\$ 47	\$ 1,476	\$ 137,404	\$ 11,775	\$ 20,799	\$ 2,919	\$ 1,120	\$ 73
2015	149	1,471	112,764	11,086	26,698	2,908	104	9
2016	152	1,462	104,929	10,573	27,123	2,864	105	8
2017	148	1,452	113,239	9,968	27,558	2,816	106	7
2018	150	1,443	95,289	9,408	27,868	2,768	107	6
2019-2023	5,503	6,426	204,915	41,801	59,850	13,185	386	17
2024-2028	24,482	680	155,190	33,236	47,990	12,267	125	2
2029-2033	1,036	91	182,790	18,289	102,055	11,371	-	-
2034-2038	-	-	174,660	8,911	146,445	10,214	-	-
2039-2043	-	-	48,715	3,751	19,985	8,789	-	-
2044-2048	-	-	-	-	36,588	2,928	-	-
2049-2053	-	-	-	-	164,804	1,323	-	-
2054	-	-	-	-	850	27	-	-
Total	\$ 31,667	\$ 14,501	\$ 1,329,895	\$ 158,798	\$ 708,613	\$ 74,379	\$ 2,053	\$ 122

In response to capital market disruptions nationally, in late 2009, the U.S. Department of the Treasury (the Treasury) announced a plan to assist Housing and Finance Authorities (HFAs) through a two-part initiative: a new bond purchase program called the New Issue Bond Program (NIBP) to support new lending by HFAs and a temporary credit and liquidity program (TCLP) to improve the access of HFAs to liquidity for outstanding HFA bonds.

The NIBP provided financing for HFAs to issue new mortgage revenue bonds no later than December 31, 2011. Pursuant to the NIBP, the Authority issued its Single Family Program Class I Bonds in the amount of \$275.2 million on January 12, 2010. Using authority under the Housing and Economic Recovery Act of 2008 (HERA), the Treasury purchased securities of Fannie Mae and Freddie Mac backed by these mortgage revenue bonds. The bonds initially carried variable interest rates that approximate the investment interest rates earned from the investment of bond proceeds. The bonds must be converted to fixed rate debt, concurrent with the issuance of other mortgage revenue bonds by the Authority or redeemed no later than December 31, 2015. As of December 31, 2012, all bonds related to the NIBP had been redeemed or converted to fixed rate debt.

The TCLP allows Fannie Mae and Freddie Mac to provide replacement credit and liquidity facilities to HFAs. The Treasury will backstop the replacement credit and liquidity facilities for the HFAs by purchasing an interest in them using HERA authority. The TCLP was set to expire December 31, 2012 but was extended to December 31, 2015 subject to submission and acceptance of a plan submitted by the Authority to extinguish TCLP facilities by the new expiration date. Pursuant to the TCLP, the Authority utilized \$903.7 million to replace Standby Purchase Agreements on its variable rate bonds that are remarketed weekly, of which \$71.8 million was outstanding as of December 31, 2012. During 2013, the Authority replaced the TCLP facility with liquidity facilities with the Bank of New York Mellon.

(7) Conduit Debt Obligation

The Authority has issued certain conduit bonds, the proceeds of which were made available to various developers and corporations for rental housing and commercial purposes. Other conduit proceeds were made available to the State of Colorado for the Colorado Unemployment Insurance Trust Fund. The bonds are payable solely from amounts received by the trustees from the revenue earned by the developers and corporations. Loan and corresponding debt service payments are generally guaranteed by third-party irrevocable direct-pay letters of credit or other credit enhancement arrangements.



The faith and credit of the Authority is not pledged for the payment of the principal or interest on the bonds. Accordingly, these obligations are excluded from the Authority's financial statements.

As of December 31, 2013, there were 58 series of conduit bonds outstanding, with an aggregate principal amount outstanding of \$1.0 billion. As of December 31, 2012, there were 53 series of conduit bonds outstanding, with an aggregate principal amount outstanding of \$963.8 million.

(8) Derivative Instruments

The Authority reports derivative instruments at fair value. The fair value of all derivatives is reported on the Statement of Net Position as a derivative instrument at the end of the year. If an interest rate hedge is considered ineffective, it is referred to as an investment derivative and the change in fair value is reported on the Statement of Revenues, Expenses and Changes in Net Position as investment derivative activity loss. The annual changes in the fair value of effective hedging derivative instruments are reported as deferred inflows and outflows, as appropriate, on the Statement of Net Position.

Swaps Transactions – The Authority has entered into pay fixed, receive variable interest rate swaps in order to (1) provide lower cost fixed rate financing for its production needs through synthetic fixed rate structures and (2) utilize synthetic fixed rate structures with refunding bonds in order to generate cash flow savings. The objective of the swaps is to hedge interest rate risk.

The fair values take into consideration the prevailing interest rate environment and the specific terms and conditions of each swap. All fair values were estimated using the zero-coupon discounting method. This method calculates the future payments required by the swap, assuming that the current forward rates implied by the yield curve are the market's best estimate of future spot interest rates. These payments are then discounted using the spot rates implied by the current yield curve for hypothetical zero coupon rate bonds due on the date of each future net settlement payment on the swaps.

The Authority's interest rate swaps, which were used to hedge interest rate risk, are generally considered to be hedging derivative instruments under GASB No. 53. However, certain interest rate swaps have been deemed ineffective and are classified as investment derivative instruments.

On June 26, 2013, the Authority refunded certain multi-family bonds that were subject to an existing interest rate swap agreement that was considered an effective interest rate hedge. As a result of the refunding, \$7.9 million of the notional amount of existing swap was transferred to the refunding series and deferred outflows related to this hedge in the amount of \$1.3 million have been reclassified to deferred refunding loss, which is presented as part of deferred outflows in the basic financial statements. The deferred refunding loss is amortized to interest expense over the life of the new debt using the straight line method. The interest expense is offset by an equal amount that is accreted to deferred outflows over the remaining life of the respective swap.

On June 26, 2013, the Authority redeemed certain multi-family bonds that were subject to an existing interest rate swap agreement that was considered an effective interest rate hedge. As a result of the redemption, \$15.3 million of the notional amount of the existing swap was transferred to a previously issued multi-family bond series.

Between April 1 and November 1, 2013, the Authority utilized loan prepayments to redeem certain multi-family bonds that were subject to existing interest rate swap agreements that were considered effective interest rate hedges. As a result of the redemptions, \$20.1 million of the notional amount of the swaps (representing the notional amount in excess of outstanding bonds) were deemed terminated and are no longer effective hedges.

On May 1 and November 1, 2013, the Authority utilized loan prepayments to partially redeem certain single family bonds that were subject to existing interest rate swap agreements that were considered effective interest rate hedges. As a result of the redemptions, \$19.1 million of the notional amount of the swaps (representing the notional amount in excess of



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outstanding bonds) were deemed terminated and are no longer effective hedges, and \$4.0 million of the notional amount of the existing swaps were transferred to a previously issued single family bond series.

On November 19, 2013, the Authority partially refunded certain single family bonds that were subject to existing interest rate swap agreements that were considered effective interest rate hedges. As a result of the refunding, \$40.0 million of the notional amount of the existing swaps were transferred to the refunding series and deferred outflows related to those hedges in the amount of \$4.6 million have been reclassified to deferred refunding loss, which is presented as part of deferred outflows in the basic financial statements. The deferred refunding loss is amortized to interest expense over the life of the new debt using the straight line method. The interest expense is offset by an equal amount that is accreted to deferred outflows over the remaining life of the respective swap.

On September 19, 2012, the Authority refunded certain single family bonds that were subject to existing interest rate swap agreements that were considered effective interest rate hedges. As a result of the partial refunding, deferred outflows related to those hedges in the amount of \$10.4 million has been reclassified to deferred refunding loss, which is presented as part of bonds and notes payable in the basic financial statements. The deferred refunding loss is amortized to interest expense over the life of the new debt using the straight line method. The interest expense is offset by an equal amount that is accreted to deferred outflows over the remaining life of the respective swap.

On December 28, 2012, the Authority novated (transferred) \$275.8 million in swap agreements from AIG to Wells Fargo. The novation was undertaken to eliminate the weaker credit counterparty, AIG, in favor of a stronger one, Wells Fargo and the floating rate calculation was changed to be based on LIBOR in the new agreements.

A summary of interest rate swaps for the years ended December 31, 2013, and 2012 was as follows:

Summary of Interest Rate Swaps	2013	2012
	Fair Value	Fair Value
Par optional termination right with trigger	\$ 36,996	\$ 71,723
Par optional termination right	32,798	65,358
Trigger	9,409	18,886
Plain	39,040	83,041
Total fair value	\$ 118,243	\$ 239,008

Trigger: The variable rate received on these swaps is 68% of the one-month LIBOR, if LIBOR is equal to or greater than 3.5%. The variable rate received on these swaps is SIFMA plus a spread if the one-month LIBOR is less than 3.5%. See further discussion in the basis risk section below.

Par optional termination right: Certain swaps contain a cancellation clause that provides the Authority the option to cancel a certain amount of the swaps on certain dates. The Authority may cancel the optional termination amount for no payment (callable at par). The optional termination dates coincide with the debt service dates on the associated hedged bonds payable. These dates and amounts are provided in the table below.

Collateral requirements: Swaps with a fair value of \$90.5 million require the Authority to post collateral in the event that the underlying Class I bond ratings drop below Aa3 as issued by Moody's Investor Service or AA- as issued by Standard & Poor's. Collateral requirements range up to 100% of the fair value of the swap depending on the bond rating. Over collateralization is required for investments posted in lieu of cash. At December 31, 2013 and 2012, the ratings of bonds subject to collateral requirements exceed the levels specified in the swap agreements.



Detail of Outstanding Interest Rate Swaps – The key terms, including the fair values and counterparty credit ratings of the outstanding swaps as of December 31, 2013, are shown in the table below. The notional amounts of the swaps approximate the principal amounts of the associated debt. Except as discussed under amortization risk below, the Authority's swap agreements contain scheduled reductions to outstanding notional amounts that are expected to approximately follow scheduled or anticipated reductions in the associated bonds payable. Based on the standard swap agreement, payments are settled on a net basis.

The Authority enters into master netting arrangements with each of its swap counterparties. All of the agreements provide for the netting of the value of assets and liability positions of all transactions with the respective counterparty. There are no other significant transactions with these counterparties outside of these swap agreements, such that the aggregate amount of liabilities included in the master netting arrangements is equal to the net fair value of the swaps.



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Outstanding Swaps at December 31, 2013:

Associated Bond Issue	Current Notional Amount	Effective Date	Termination Date	Fixed Rate Paid	Variable Rate Received *	Embedded Options	Optional Termination Date, at Par	Optional Termination Amount	Counterparty Rating S&P/Moody's	2013 Fair Value **	Change in Fair Value	2012 Fair Value **
Single Family:												
Investment derivatives (includes overhedged portion of interest rate swaps):												
								Up to:				
							1) 11/1/2015	1) 7,500				
							2) 11/1/2017	2) 15,000				
2001AA-1 ****	\$ 30,000	12/1/2009	11/1/2038	4.4850%	Trigger, SIFMA + .15% or 68% LIBOR	***	3) 11/1/2019	3) all remaining	A / A2	\$ (262)	\$ 1,471	\$ (1,733)
2002C-3 ****	2,065	12/4/2008	5/1/2022	4.4220%	Trigger, SIFMA + .15% or 68% LIBOR				A / A2	(860)	672	(1,532)
2004B-2 (SPV)	1,740	11/10/2004	5/1/2024	4.1220%	65% LIBOR + .10%	***	5/1/2015	28,780	AA- / Aa3	(87)	102	(189)
2006A-3	1,625	1/18/2006	11/1/2036	4.3129%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	37,810	A / A2	(232)	129	(361)
2007A-2	12,790	5/9/2007	11/1/2037	4.1530%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	62,910	A / A2	(1,696)	1,017	(2,713)
								Up to:				
							1) 5/1/2014	1) 20,000				
							2) 5/1/2016	2) 40,000				
2012A-2 (SPV)	830	6/4/2008	5/1/2038	4.4140%	65% LIBOR + .10%	***	3) 5/1/2018	3) all remaining	AA- / Aa3	(12)	279	(291)
Total	49,050									(3,149)	3,670	(6,819)
Hedging derivatives:												
2001AA-2 ****	46,840	12/4/2008	5/1/2031	4.6000%	Trigger, SIFMA + .05% or 68% LIBOR				A / A2	(3,007)	4,153	(7,160)
2001AA-3	15,040	12/2/2008	5/1/2018	5.5260%	Trigger, SIFMA + .05% or 68% LIBOR				A / A2	(1,379)	624	(2,003)
2002A-3 ****	16,335	12/4/2008	11/1/2021	4.7490%	Trigger, SIFMA + .05% or 68% LIBOR				A / A2	(934)	665	(1,599)
2002B-3 ****	34,875	12/4/2008	11/1/2021	4.5060%	Trigger, SIFMA + .05% or 68% LIBOR				A / A2	(2,156)	1,584	(3,740)
2002C-3 ****	34,475	12/4/2008	5/1/2022	4.4220%	Trigger, SIFMA + .15% or 68% LIBOR				A / A2	(1,593)	1,245	(2,838)
2003B-1 ****	29,770	12/2/2008	11/1/2026	4.8510%	LIBOR + .05%	***	5/1/2015	27,305	A / A2	(1,646)	1,355	(3,001)
2003B-2	14,905	10/29/2008	5/1/2028	4.9380%	LIBOR + .05%	***	11/1/2018	all remaining	AA- / Aa3	(1,435)	1,110	(2,545)
2003B-3 ****	51,195	12/2/2008	11/1/2026	4.3840%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2015	43,170	A / A2	392	1,643	(1,251)
2003C-2 ****	34,130	12/2/2008	11/1/2026	4.5950%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2015	28,780	A / A2	397	1,131	(734)
2004A-2 (SPV)	42,670	7/28/2004	11/1/2026	4.3685%	65% LIBOR + .10%	***	5/1/2015	35,970	AA- / Aa3	(97)	170	(267)
2004B-2 (SPV)	32,390	11/10/2004	11/1/2026	4.1220%	65% LIBOR + .10%	***	5/1/2015	28,780	AA- / Aa3	(12)	15	(27)
2005A-1	-	5/1/2005	5/1/2013	4.3555%	LIBOR + .05%				A / A2	0	30	(30)
2005A-2 (SPV)	37,980	3/16/2005	11/1/2027	4.0710%	65% LIBOR + .10%	***	5/1/2015	32,290	AA- / Aa3	(142)	116	(258)
2005B-2 (SPV)	61,950	7/20/2005	5/1/2034	4.1693%	65% LIBOR + .10%	***	5/1/2015	48,650	AA- / Aa3	(184)	363	(547)
2006A-1	-	3/1/2006	11/1/2013	5.1610%	LIBOR + .05%				A+ / Aa3	0	62	(62)
2006A-3	38,375	1/18/2006	11/1/2036	4.3129%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	37,810	A / A2	(4,231)	2,356	(6,587)
2006B-1	6,550	11/1/2006	11/1/2014	5.6685%	LIBOR + .05%				A+ / Aa3	(206)	567	(773)
2006B-2	49,125	7/26/2006	11/1/2034	4.1951%	Trigger, SIFMA + .05% or 68% LIBOR	***	5/1/2019	16,700	A / A2	(4,594)	2,485	(7,079)
2006B-3	62,945	7/26/2006	11/1/2036	4.5445%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	59,190	A / A2	(8,035)	3,990	(12,025)
2006C-1	6,530	1/2/2007	11/1/2014	5.3143%	LIBOR + .05%				A+ / Aa3	(192)	528	(720)
2006C-2 (A)	7,090	12/20/2006	5/1/2016	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***			A / A2	(623)	283	(906)
2006C-2 (B)	5,305	12/20/2006	11/1/2016	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***			A / A2	13	779	(766)
2006C-2 (C)	5,305	12/20/2006	11/1/2017	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***			A / A2	(658)	374	(1,032)
2006C-2 (D)	34,645	12/20/2006	11/1/2034	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***	11/1/2019	21,210	A / A2	469	6,100	(5,631)
2007A-1	11,690	6/1/2007	5/1/2015	5.1911%	LIBOR + .05%				A+ / Aa3	(468)	799	(1,267)
2007A-2	57,210	5/9/2007	11/1/2037	4.1530%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	62,910	A / A2	(5,274)	3,168	(8,442)
2007B-1	40,495	11/1/2007	11/1/2026	5.5800%	LIBOR + .05%	***	11/1/2017	24,610	A+ / Aa3	(4,584)	2,905	(7,489)
2007B-2	50,000	10/18/2007	5/1/2038	4.5075%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	46,545	A / A2	(5,984)	3,095	(9,079)
								Up to:				
							1) 11/1/2015	1) 25,000				
							2) 11/1/2017	2) 50,000				
2007B-3 ****	37,500	12/2/2008	5/1/2038	4.4050%	Trigger, SIFMA + .15% or 68% LIBOR	***			A / A2	(2,494)	1,460	(3,954)
								Up to:				
							1) 11/1/2016	1) 26,500				
							2) 11/1/2018	2) 36,275				
2008A-1	27,440	6/4/2008	5/1/2038	5.4450%	LIBOR + .05%	***			A+ / Aa3	(3,190)	2,632	(5,822)
2008A-2	56,270	6/4/2008	11/1/2027	4.5960%	LIBOR + .05%	***	5/1/2018	all remaining	AA- / Aa2	(4,506)	3,945	(8,451)
2012A-1 ****	17,815	12/2/2008	11/1/2021	4.1600%	Trigger, SIFMA + .05% or 68% LIBOR				A / A2	520	534	(14)
								Up to:				
							1) 5/1/2014	1) 20,000				
							2) 5/1/2016	2) 40,000				
2012A-2 (SPV)	79,170	6/4/2008	5/1/2038	4.4140%	65% LIBOR + .10%	***	3) 5/1/2018	3) all remaining	A / A2	(50)	1,211	(1,261)
Total	1,046,015									(55,883)	51,477	(107,360)
Total Single Family	1,095,065									(59,032)	55,147	(114,179)

Table continued on following page.



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Associated Bond Issue	Current Notional Amount	Effective Date	Termination Date	Fixed Rate Paid	Variable Rate Received *	Embedded Options	Optional Termination Date, at Par	Optional Termination Amount	Counterparty Rating S&P/Moody's	2013 Fair Value **	Change in Fair Value	2012 Fair Value **
Multi-Family:												
Investment derivatives (includes overhedged portion of interest rate swaps):												
2000A-1 ****	\$ 1,720	11/21/2008	10/1/2020	5.2350%	SIFMA + .05%				A / A2	\$ (138)	\$ 56	\$ (194)
2002C-2 ****	10,410	11/21/2008	10/1/2032	5.1240%	Trigger, SIFMA + .15% or 68% LIBOR	***	4/1/2018	59,340	A / A2	(1,577)	2,017	(3,594)
2002C-4 ****	5,105	11/21/2008	10/1/2032	5.0440%	Trigger, SIFMA + .05% or 68% LIBOR	***	4/1/2018	26,785	A / A2	(777)	937	(1,714)
2007B-2 (A) ****	1,270	12/3/2008	10/1/2036	4.2870%	SIFMA + .15%	***	10/1/2017	2,040	A / A2	(160)	138	(298)
2007B-3 (B) ****	1,220	12/3/2008	10/1/2019	4.0967%	SIFMA + .05%	***	10/1/2014	4,430	A / A2	(36)	93	(129)
							Up b:					
							1) 10/1/2014	1) 13,580				
2009A-1 ****	4,245	6/24/2009	10/1/2041	4.7900%	SIFMA + .05%	***	2) 4/1/2024	2) all remaining	A / A2	(479)	595	(1,074)
Total	23,970									(3,167)	3,836	(7,003)
Hedging derivatives:												
2000A-1 ****	11,030	11/21/2008	10/1/2020	5.2350%	SIFMA + .05%				A / A2	(1,508)	604	(2,112)
2000A-2 ****	3,050	11/21/2008	4/1/2015	5.8000%	SIFMA + .05%				A / A2	(83)	150	(233)
2000B-1 (SPV)	4,245	10/19/2000	7/1/2020	7.3900%	Citigroup 3 month + .25%				AA- / A3	(836)	376	(1,212)
2002A-1 ****	8,500	11/21/2008	10/1/2022	5.1000%	SIFMA + .15%				A / A2	(1,129)	560	(1,689)
2002AA ****	-	11/21/2008	10/1/2023	6.0350%	SIFMA + .05%				A / A2	0	5,055	(5,055)
2002C-2 ****	60,305	11/21/2008	10/1/2032	5.1240%	Trigger, SIFMA + .15% or 68% LIBOR	***	4/1/2018	59,340	A / A2	(1,215)	1,553	(2,768)
2002C-4 ****	26,855	11/21/2008	10/1/2032	5.0440%	Trigger, SIFMA + .05% or 68% LIBOR	***	4/1/2018	26,785	A / A2	(615)	739	(1,354)
2003A ****	14,747	11/21/2008	10/1/2023	6.0350%	SIFMA + .05%	***			A / A2	180	180	0
2003A-1 ****	-	12/3/2008	10/1/2013	4.5550%	LIBOR + .05%	***			A / A2	0	10	(10)
2004A-1 (SPV)	36,655	11/1/2004	10/1/2025	5.5281%	LIBOR + .05%		10/1/2014	all remaining	A- / Baa1	(1,385)	1,911	(3,296)
2004A-1 ****	-	5/29/2009	5/1/2013	5.3640%	LIBOR	***			AA- / Aa3	0	108	(108)
2004A-2 (SPV)	10,785	9/22/2004	4/1/2045	4.8840%	SIFMA + .15%	***	10/1/2019	all remaining	A- / Baa1	(1,259)	972	(2,231)
2005A-1 (A) (SPV)	4,565	8/1/2005	10/1/2035	5.8200%	LIBOR + .05%		4/1/2015	all remaining	A- / Baa1	(311)	240	(551)
2005A-1 (B) (SPV)	2,865	8/1/2005	10/1/2020	5.2050%	LIBOR + .05%	***			A- / Baa1	(480)	272	(752)
2005A-1 (C) (SPV)	9,505	8/1/2005	10/1/2025	5.7120%	LIBOR + .05%	***	4/1/2015	all remaining	A- / Baa1	(558)	504	(1,062)
2005A-2 (SPV)	16,135	7/1/2005	4/1/2036	4.2850%	SIFMA + .05%	***	4/1/2015	all remaining	A- / Baa1	(760)	614	(1,374)
2005A-3 (A) (SPV)	6,040	4/13/2005	4/1/2040	4.6560%	SIFMA + .15%	***	10/1/2020	all remaining	A- / Baa1	(733)	537	(1,270)
2005A-3 (B) (SPV)	5,765	10/1/2005	4/1/2032	4.4800%	SIFMA + .15%	***	4/1/2015	all remaining	A- / Baa1	(277)	223	(500)
2005B-1	12,220	3/1/2006	4/1/2036	5.2350%	LIBOR + .05%	***	10/1/2015	11,125	A / A2	(984)	591	(1,575)
2005B-2 (A)	3,405	1/2/2006	10/1/2040	4.7350%	SIFMA + .15%	***	10/1/2015	3,305	A / A2	(197)	153	(350)
2005B-2 (B)	5,640	9/1/2006	10/1/2038	4.5270%	SIFMA + .15%	***	10/1/2021	4,520	A / A2	(631)	551	(1,182)
2006A-1 ****	27,865	12/3/2008	4/1/2027	5.7100%	LIBOR + .05%	***	10/1/2016	10,270	A / A2	(1,100)	1,636	(2,736)
2006A-1 (F)	10,695	12/1/2006	10/1/2036	5.3420%	LIBOR + .05%	***	4/1/2021	8,040	A / A2	(1,619)	1,167	(2,786)
							Up b:					
							1) 10/1/2017	1) 14,220				
2007B-1 ****	27,355	12/3/2008	4/1/2038	5.6400%	LIBOR + .05%	***	2) 4/1/2022	2) 13,205	A / A2	(678)	2,243	(2,921)
2007B-1 (G)	7,350	10/1/2007	4/1/2028	5.2200%	LIBOR + .05%	***	10/1/2022	6,190	A / A2	(1,017)	931	(1,948)
2007B-2 (A) ****	1,210	12/3/2008	10/1/2036	4.2870%	SIFMA + .15%	***	10/1/2017	2,040	A / A2	12	(10)	22
2007B-2 (B) ****	1,960	12/3/2008	4/1/2038	4.5350%	SIFMA + .15%	***	10/2/2017	1,780	A / A2	(111)	122	(233)
2007B-2 (C) ****	4,660	12/3/2008	4/1/2038	4.4700%	SIFMA + .15%	***	10/2/2017	4,395	A / A2	(428)	272	(700)
2007B-2 (D) ****	4,610	12/3/2008	4/1/2028	4.6510%	SIFMA + .15%	***	4/1/2023	3,835	A / A2	(600)	496	(1,096)
2007B-3 (A) ****	2,360	12/3/2008	10/1/2037	4.2970%	SIFMA + .05%	***	10/1/2017	2,065	A / A2	(138)	136	(274)
2007B-3 (B) ****	3,305	12/3/2008	10/1/2019	4.0967%	SIFMA + .05%	***	10/1/2014	4,430	A / A2	(37)	92	(129)
2007B-3 (C) ****	2,265	12/3/2008	4/1/2038	4.8805%	SIFMA + .05%	***	10/1/2017	2,205	A / A2	(219)	151	(370)
							Up b:					
							1) 4/1/2018	1) 3,070				
2008A-1 ****	14,050	12/3/2008	4/1/2029	5.1300%	LIBOR + .05%	***	2) 4/1/2019	2) all remaining	A / A2	(520)	994	(1,514)
2008A-2 ****	7,315	12/3/2008	4/1/2043	4.4540%	SIFMA + .15%		4/1/2019	6,340	A / A2	(515)	613	(1,128)
2008B (a) ****	113,285	12/3/2008	10/1/2044	5.1722%	LIBOR				AA- / Aa3	(23,776)	23,762	(47,538)
2008B (b) ****	46,195	12/3/2008	3/1/2047	5.2071%	LIBOR	***			AA- / Aa3	(10,460)	10,836	(21,296)
2008C-3 ****	7,430	12/3/2008	10/1/2038	4.3400%	SIFMA + .05%	***	4/1/2019	6,500	A / A2	(668)	583	(1,251)
							Up b:					
							1) 10/1/2016	1) 13,580				
2009A-1 ****	25,120	6/24/2009	10/1/2041	4.7900%	SIFMA + .05%	***	2) 4/1/2024	2) all remaining	A / A2	(1,445)	1,799	(3,244)
2013A ****	7,608	11/21/2008	10/1/2023	6.0350%	SIFMA + .05%	***			A / A2	56	56	0
Total	556,950									(56,044)	61,782	(117,826)
Total Multi-Family	580,920									(59,211)	65,618	(124,829)
Total	\$ 1,675,985									\$ (118,243)	\$ 120,765	\$ (239,008)

(*) SIFMA is the Securities Industry Financial Markets Association Municipal Swap Index. LIBOR is the London Interbank Offered Rate.

(**) All fair values include the effect of any related embedded option.

(***) Par optional termination right.

(****) Swaps for which cash premiums were received in 2008. The outstanding unamortized balance of the premium is reported on the Statement of Net Position as hybrid instrument borrowings.



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(tabular dollar amounts are in thousands)

(SPV) Counterparty operates as a special-purpose vehicle.

Risk Disclosure

Credit Risk: All of the Authority's swaps rely upon the performance of the third parties who serve as swap counterparties, and as a result, the Authority is exposed to credit risk – that is, the risk that a swap counterparty fails to perform according to its contractual obligations. The appropriate measurement of this risk at the reporting date is the fair value of the swaps, as shown in the column labeled "Fair Value" in the outstanding swaps table above. The Authority is exposed to credit risk in the amount of any positive net fair value exposure to each counterparty. As of December 31, 2013 and 2012, the Authority was exposed to minimal credit risk to any of its counterparties. To mitigate credit risk, the Authority maintains strict credit standards for swap counterparties. All swap counterparties must be rated in the AA/Aa or higher category by either Standard & Poor's (S&P) or Moody's Investors Service (Moody's), respectively, at the time the contract is executed.

At December 31, 2013, the Authority had executed 68 swap transactions with six counterparties with concentrations and ratings (Standard and Poor's/ Moody's Investors Service) as shown in the following table:

Swap Count	Notional Amount	Concentration	Counterparty Rating (S&P / Moody's)
8	\$ 92,315	5.5%	A- / Baa1
46	1,079,335	64.4%	A / A2
1	56,270	3.4%	AA- / Aa2
5	92,705	5.5%	A+ / Aa3
1	4,245	0.3%	AA- / A3
7	351,115	20.9%	AA- / Aa3
68	\$ 1,675,985	100%	

At December 31, 2012, the Authority had executed 71 swap transactions with eight counterparties with concentrations and ratings (Standard and Poor's/ Moody's Investors Service) as shown in the following table:

Swap Count	Notional Amount	Concentration	Counterparty Rating (S&P / Moody's)
1	\$ 2,170	0.1%	A / A2
14	370,930	20.4%	A / A3
8	95,965	5.3%	A- / Baa1
31	674,204	37.0%	A+ / A2
6	140,805	7.7%	A+ / Aa3
1	67,385	3.7%	AA- / Aa1
9	464,690	25.5%	AA- / Aa3
1	4,685	0.3%	AAA / NR
71	\$ 1,820,834	100%	

Interest Rate Risk: The Authority is exposed to interest rate risk in that as the variable rates on the swaps agreements decrease, the Authority's net payment on the swap agreement could increase.



Basis Risk: The Authority is exposed to basis risk when the variable interest rate paid to the holders of its variable rate demand obligations (VRDOs) is not equivalent to the variable interest rate received from its counterparties on the related swap agreements. When exposed to basis risk, the net interest expense incurred on the combination of the swap agreement and the associated variable rate debt may be higher or lower than anticipated.

The Authority's tax-exempt variable-rate bond interest payments are substantially equivalent to the SIFMA rate (plus a trading spread). Certain tax-exempt swaps, as indicated in the table above, contain a trigger feature in which the Authority receives a rate indexed on SIFMA should LIBOR be less than a predetermined level (the trigger level, 3.5%), or a rate pegged at a percentage of LIBOR should LIBOR be equal to or greater than the predetermined trigger level. For these swaps, the Authority would be negatively exposed to basis risk during the time period it is receiving the rate based on a percentage of LIBOR should the relationship between LIBOR and SIFMA converge.

The Authority's taxable variable-rate bond interest payments are substantially equivalent to LIBOR (plus a trading spread) and are reset on a weekly basis. The Authority is receiving one-month LIBOR (plus a trading spread) or LIBOR flat for all of its taxable swaps and therefore is only exposed to basis risk to the extent that the Authority's bonds diverge from their historic trading relationship with LIBOR.

Termination Risk: The Authority's swap agreements do not contain any out-of-the-ordinary termination events that would expose it to significant termination risk. In keeping with market standards, the Authority or the counterparty may terminate each swap if the other party fails to perform under the terms of the contract. In addition, the swap documents allow either party to terminate in the event of a significant loss of creditworthiness. If at the time of the termination a swap has a negative value, the Authority would be liable to the counterparty for a payment equal to the fair value of such swap.

There are certain termination provisions relevant to the Authority's counterparties operating as special-purpose vehicles (SPV) with a terminating structure. In the case of certain events, including the credit downgrade of the SPV or the failure of the parent company to maintain certain collateral levels, the SPV would be required to wind up its business and terminate all of its outstanding transactions with all clients, including the Authority. All such terminations would be at mid-market pricing. In the event of such termination, the Authority would be exposed to the risk of market re-entry and the cost differential between the mid-market termination and the offered price upon re-entry.

Rollover Risk: The Authority is exposed to rollover risk only on swaps that mature or may be terminated at the counterparty's option prior to the maturity of the associated debt. As of December 31, 2013 and 2012, the Authority was not exposed to rollover risk.

Amortization Risk: The Authority is exposed to amortization risk in the event that the swap amortization schedules fail to match the actual amortization of the underlying bonds as a result of loan prepayments, which significantly deviate from expectations. If prepayments are significantly higher than anticipated, the Authority would have the option of reinvesting or recycling the prepayments, or calling unhedged bonds. Alternatively, if the Authority chose to call bonds associated with the swap, the Authority could elect an early termination of the related portions of the swap at a potential cost to the Authority. If prepayments are significantly lower than anticipated and the associated bonds remained outstanding longer than the relevant portion of the swap, the Authority could experience an increase in its exposure to unhedged variable rate bonds. Alternatively, the Authority could choose to enter into a new swap or an extension of the existing swap. If interest rates are higher at the time of entering into a new swap or swap extension, such action would result in an increased cost to the Authority.

Collateral Requirements: The Authority is subject to a contingency feature that would require the Authority to post collateral on swap agreements if the Class I obligations credit rating falls to a Moody's A1, or equivalent ratings by S&P and Fitch, and is greater than the established thresholds. As of December 31, 2013 and 2012, all agreements were rated higher than the Moody's A1 and did not require collateral.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The majority of the Class I bonds are rated AAA by both rating agencies. The bond indentures for these swaps are over collateralized and the underlying assets are insured. The likelihood that the bonds would be downgraded by four categories is considered remote, but if it were to occur, it would require the Authority to post collateral approximately equal to the fair value of the interest rate swap.

Swap Payments – Using interest rates as of December 31, 2013, debt service requirements of the Authority’s outstanding variable-rate debt and net swap payments were as follows. As rates vary, variable rate interest rate payments on the bonds and net swap payments will change.

Years Ending December 31,	Principal	Interest	Swaps, Net	Total
2014	\$ 106,125	\$ 2,143	\$ 75,061	\$ 183,329
2015	92,965	2,078	70,104	165,147
2016	107,605	2,006	65,868	175,479
2017	116,135	1,917	61,162	179,214
2018	72,415	1,820	56,225	130,460
2019-2023	354,830	7,878	230,040	592,748
2024-2028	295,585	6,532	154,767	456,884
2029-2033	260,460	4,391	94,211	359,062
2034-2038	195,295	1,647	38,998	235,940
2039-2043	51,345	247	12,953	64,545
2044-2047	23,225	46	2,349	25,620
Total	\$1,675,985	\$ 30,705	\$ 861,738	\$ 2,568,428

Hybrid Instrument Borrowings – Certain interest rate swaps, as identified on the detailed swap table above, include fixed rates that were off-market at the execution of the interest rate swaps. For financial reporting purposes, these interest rate swaps are considered hybrid instruments and are bifurcated between borrowings, with an aggregate original amount of \$104.6 million reflecting the fair value of the instrument at its execution, and an interest rate swap with a fixed rate that was considered at-the-market at execution. Activity for the hybrid instrument borrowings for the years ended December 31, 2013 and 2012 was as follows:

	2013	2012
Beginning balance	\$ 73,233	\$ 53,607
Additions	6,982	25,018
Reductions	(13,680)	(5,392)
Ending balance	\$ 66,535	\$ 73,233



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The following table sets forth as of December 31, 2013, payments of principal and interest on the hybrid instrument borrowings for the next five years and thereafter. The total payments generally reflect the difference between the stated fixed rate of the hybrid instrument and the at-the-market fixed rate at the execution of the instrument.

Years Ending December 31,	Principal and Interest
2014	\$ 14,980
2015	10,212
2016	7,258
2017	6,270
2018	4,803
2019-2023	14,249
2024-2028	6,006
2029-2033	2,280
2034-2038	396
2039-2043	77
2044-2047	4
Total	\$ 66,535

Forward Sales Contracts – The Authority has entered into forward sales contracts for the delivery of Ginnie Mae and Fannie Mae securities in order to lock in the sales price for the securitization of certain taxable single family loans. The contracts offset changes in interest rates between the time of the loan reservations and the securitization of such loans into Ginnie Mae and Fannie Mae securities. These contracts are considered investment derivative instruments, such that their change in fair value is reported as investment derivative activity gains or losses on the Statement of Revenues, Expenses and Changes in Net Position.

The outstanding forward contracts, summarized by counterparty as of December 31, 2013, were as follows:

Count	Par	Exposure	Original Sales	12/31/13	Counterparty Rating	
			Price	Premium	Fair Value	(S&P / Moody's)
25	\$ 49,300	50.4%	\$ 52,157	\$ 51,788	\$ (369)	A / A2
21	48,500	49.6%	51,290	50,950	(340)	AA- / Aa3
46	\$ 97,800	100.0%	\$ 103,447	\$ 102,738	\$ (709)	



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The outstanding forward contracts, summarized by counterparty as of December 31, 2012, were as follows:

Count	Par	Exposure	Original Sales		12/31/12		Counterparty Rating (S&P / Moody's)
			Price	Premium	Fair Value	Fair Value	
2	\$ 1,000	1.2%	\$ 1,063	\$ 1,064	\$ 1	BBB-/n/a	
2	8,000	9.8%	8,648	8,661	13	A2/P2	
3	10,000	12.3%	10,790	10,861	71	A1/P1	
2	17,000	20.9%	18,408	18,453	45	A2/P1	
22	45,500	55.8%	49,098	49,251	153	A1/P1	
31	\$ 81,500	100.0%	\$ 88,007	\$ 88,290	\$ 283		

Summary

A summary of derivative instruments activity for the years ended December 31, 2013 and 2012 is as follows:

	2013				2012			
	Hedging Swaps	Investments		Total	Hedging Swaps	Investments		Total
		Swaps	Forwards			Swaps	Forwards	
Fair value, beginning	\$ 225,186	\$ 13,822	\$ 283	\$ 239,291	\$ 264,934	\$ 16,290	\$ 727	\$ 281,951
Settlements	(62,879)	(1,913)	(283)	(65,075)	(75,896)	(1,383)	(727)	(78,006)
Change in fair value	(50,380)	(5,593)	(709)	(56,682)	36,148	(1,085)	283	35,346
Fair value, ending	\$ 111,927	\$ 6,316	\$ (709)	\$ 117,534	\$ 225,186	\$ 13,822	\$ 283	\$ 239,291

(9) Debt Refundings

On April 30, 2013, the Authority issued its Single Family Program Bonds 2013 Series AA in the aggregate principal amount of \$53.6 million. The entire proceeds of the bonds were used to refund the converted Single Family Program Bonds 2009 Series AA. The refunding resulted in a decrease in the aggregate future debt service requirement of approximately \$11.5 million and an approximate economic gain to the Authority of \$7.2 million.

On June 26, 2013, the Authority issued its Multi-Family Housing Loan Program Bonds 2013 Series I, in the aggregate principal amount of \$31.6 million. The entire proceeds of the bonds were used to refund various Multi-Family Housing Insured and Multi-Family Project Bonds. The refunding resulted in a decrease in the aggregate future debt service requirement of approximately \$8.0 million and an approximate economic gain to the Authority of \$8.2 million.

On June 26, 2013, the Authority issued its Multi-Family Project Bonds 2013 Series A, in the aggregate principal amount of \$7.9 million. The entire proceeds of the bonds were used to refund the Multi-Family Housing Insured Bonds 2002 Series AA. The refunding was variable rate to variable rate and did not result in a change to the aggregate future debt service requirement and resulted in an approximate economic loss to the Authority of \$215 thousand. In accordance with GASB Statement No. 23, *Accounting and Financial Reporting for Refundings of Debt Reported by Proprietary Activities*, a loss of \$1.3 million was deferred and is being amortized over the contractual life of the new debt as an adjustment to interest expense.

On November 19, 2013 the Authority issued its Class II Single Family Bonds 2013 Series B in the aggregate principal amount of \$40.0 million. The entire proceeds of the bonds were used to refund a portion of the Class I SF06C-2 Single Family bonds. In order to increase flexibility, the refunding also extended the sinking funds of the bonds resulting in an



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

increase in the aggregate future debt service requirement, including related fees, of approximately \$4.8 million and an approximate economic gain to the Authority of \$7.7 million. In accordance with Statement No. 23, a loss of \$4.6 million was deferred and is being amortized over the contractual life of the new debt as an adjustment to interest expense.

On September 19, 2012, the Authority issued its Single Family Bonds 2012 Series A in the aggregate principal amount of \$99.1 million. The entire proceeds of the bonds were used to refund a portion of various single family mortgage bonds. The refunding resulted in a decrease in the aggregate future debt service requirement, including related fees, of approximately \$3.9 million based on the change in variable interest rates at the time of refunding. In accordance with Statement No. 23, \$10.4 million was deferred and is being amortized over the contractual life of the new debt.

Also during 2012, the Authority converted \$236.7 million in outstanding VRDOs into floating rate notes (FRN) through a direct placement transaction with Federal Home Loan Bank (FHLB) of Seattle. Refunding or converting VRDOs requiring liquidity facilities into FRNs has proven to be an effective means for the Authority to reduce costs related to the indenture and we will continue to seek these opportunities.

Economic gain or loss is calculated as the difference between the present value of the old debt service requirements, including related fees, and the present value of the new debt service requirements less related upfront costs of issuance, bond call premiums and bond insurance premiums, discounted at the effective interest rate.

In prior years, the Authority defeased certain bonds by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments on the bonds. Accordingly, the trust account assets and the liability for the defeased bonds are not included in the Authority's financial statements. On December 31, 2013 and 2012, \$58.9 million of bonds outstanding are considered defeased.

(10) Restricted and Unrestricted Net Position

The amounts restricted for the Single Family bond programs and the Multi-Family/Business bond programs are for the payment of principal, redemption premium, if any, and interest, including net swap payments, on all outstanding single family and multi-family/business bond issues, in the event that no other funds are legally available for such payments. Such assets are segregated within the Single Family and Multi-Family/Business bond programs and are held in cash, loans receivable and investments.

The Board may authorize the withdraw of all or part of this restricted balance if (1) updated cash flow projections indicate that adequate resources will exist after any withdrawal to service the outstanding debt, subject to approval by the bond trustee and the rating agency review; (2) the Authority determines that such funds are needed for the implementation or maintenance of any duly adopted program of the Authority; and (3) no default exists in the payment of the principal, redemption premium, if any, or interest on such bonds.

The Board has designated certain amounts of the unrestricted net position of the General Programs as of December 31, 2013 and 2012, for various purposes, as indicated in the following table. These designations of net position are not binding, and can be changed by the Board.



*Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)*

Unrestricted Net Position for the years ended December 31, 2013 and 2012:

	2013	2012
Designations:		
Housing loans	\$ 67,955	\$ 70,874
Commerical loans	14,462	15,079
General operating and working capital	15,460	11,496
Rating agency reserves	32,885	23,189
General obligation bonds	26,541	31,321
Nongeneral obligation bonds	38,301	25,187
Total general programs unrestricted net position	\$ 195,604	\$ 177,146

(11) Retirement Plans

The Authority contributes to the Local Government Division Trust fund (Trust) a cost-sharing multiple-employer public defined benefit plan administered by the Public Employees' Retirement Association of Colorado (PERA). The Trust provides retirement, disability and death benefits for members or their beneficiaries. Generally, all employees of the Authority are members of the Trust.

The Authority contributes to the Health Care Trust Fund (Health Fund), a cost-sharing multiple-employer postemployment health care plan administered by PERA. The Health Fund provides a health care premium subsidy to PERA participating benefit recipients and their eligible beneficiaries.

Colorado Revised Statutes assign the authority to establish Trust and Health Fund benefit provisions to the State Legislature. PERA issues a publicly available annual financial report that includes financial statements and required supplementary information for the Trust and the Health Fund. That report may be obtained by writing to PERA at P.O. Box 5800 Denver, Colorado 80217-5800, by calling PERA at 303-832-9550 or 1-800-759-PERA (7372) or from PERA's website at www.copera.org.

Plan members and the Authority are required to contribute to the Trust at rates set by Colorado Statutes. A portion of the Authority's contribution is allocated for the Health Fund. Member contributions to the Health Fund are not required.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The contribution rate for members and the Authority's contributions to the Trust and Health Fund, which equaled the Authority's required contributions for each year, were as follows:

	2013	2012
Contribution rate of covered salary:		
Members	8.00%	8.00%
Authority:		
Trust	12.68%	12.68%
Health Fund	1.02%	1.02%
Total Authority contribution rate	13.70%	13.70%

Contributions by the Authority:

Trust	\$ 1,498	\$ 1,637
Health Fund	120	132
Total Authority contributions	\$ 1,618	\$ 1,769

An additional benefit offered to eligible Authority employees through PERA is a Voluntary Investment Program, established under Section 401(k) of the Internal Revenue Code. Participants invest a percentage of their annual gross salary up to the annual Internal Revenue Service limit of their gross salaries. The Authority contributed 1% of each participating employee's salary as part of the 401(k) match, and in addition to the 1% contribution, the Authority matched half of the employee's 401(k) contribution up to 5% of the participating employee's gross salary for a maximum Authority match of 3.5%. Starting in 2012, employees are required to invest a percentage of their annual gross salary to participate in the plan and receive the Authority's 1% contribution and match.

Contributions by the Authority for the years ended December 31, 2013 and 2012 were \$357 thousand and \$389 thousand, respectively. Contributions by participating employees for the years ended December 31, 2013 and 2012 were \$931 thousand and \$951 thousand, respectively. All required contributions are paid in full annually.

(12) Risk Management

The Authority has an Enterprise Risk Management program under which various risks of loss associated with its business operations are identified and managed. The ERM program includes Internal Audit, Compliance and Security/Privacy. The risk management techniques utilized include a combination of standard policies and procedures and purchased insurance. Commercial general liability, property losses, business automobile liability, workers' compensation, Crime, Executive Risk Package with Directors' and Officer and Employed Lawyers Professional Liability, Network Security and Privacy coverage and public officials' liability are all managed through purchased insurance. There were no significant reductions or changes in insurance coverage from the prior year. Settled claims did not exceed insurance coverage in any of the past three years.

(13) Related-Party Transactions

The Authority has three outstanding loans with the Housing Authority of the City of Loveland, Colorado, the Executive Director of which is a member of the Authority's Board. As of December 31, 2013 and 2012, the unpaid principal balance on related party transactions was \$2.6 million.



(14) Commitments and Contingencies

The Authority had outstanding commitments to make or acquire single family and multi-family/business loans of \$70.5 million and \$14.4 million, respectively, as of December 31, 2013. The Authority had outstanding commitments to make or acquire single family and multi-family/business loans of \$66.9 million and \$6.4 million, respectively, as of December 31, 2012.

There are a limited number of claims or suits pending against the Authority arising in the Authority's ordinary course of business. In the opinion of the Authority's management and counsel, any losses that might result from these claims and suits are either covered by insurance or, to the extent not covered by insurance, would not have a material adverse effect on the Authority's financial position.

The Authority participates in the Ginnie Mae Mortgage Backed Securities (MBS) Programs. Through the MBS Programs, Ginnie Mae guarantees securities that are issued by the Authority and backed by pools of mortgage loans. If a borrower fails to make a timely payment on a mortgage loan, the Authority must advance its own funds to ensure that the security holders receive timely payment. All loans pooled under the Ginnie Mae MBS Program are either insured by the FHA or RD, or are guaranteed by the VA. The Authority assesses the overall risk of loss on loans that it may be required to repurchase and advances funds to repurchase the loans as necessary. Advances are recovered as claims are processed or loans are modified and subsequently pooled and sold. The Authority repurchased \$60.6 million and \$48.0 million of these loans in 2013 and 2012, respectively. Claims, recoveries and proceeds from re-pooled, modified loans substantially reimburse the Authority over time.

The Authority also participates in the Whole Loan Sales and Mortgage-Backed Securities (MBS) programs with Fannie Mae. Through the consideration of Whole Loan Sales to Fannie Mae, CHFA receives cash for mortgages. Through the MBS program, Fannie Mae guarantees securities that are issued by the Authority and backed by pools of mortgage loans. Whole Loans Sales are serviced by CHFA in an Actual/Actual remittance method and the MBS loans are serviced by CHFA in a Schedule/Schedule remittance method. Under the Schedule/Schedule method if a borrower fails to make a timely payment on a MBS mortgage loan, the Authority must advance its own funds to ensure that the security holders receive timely payment. The Authority assesses the overall risk of loss on loans that it may be required to repurchase and repurchases the loans as necessary. The Authority did not have any repurchase obligations as of December 31, 2013.

(15) Subsequent Events

The Authority's management has evaluated subsequent events through March 27, 2014. No events have occurred which warrant disclosure or adjustments to the financial statement amounts presented.



**SUPPLEMENTAL INFORMATION
(UNAUDITED)**

colorado housing and finance authority



Colorado Housing and Finance Authority Combining Schedule - Statement of Net Position

For the year ended December 31, 2013

(with summarized financial information for December 31, Restated, Note 1)

(in thousands of dollars)

	General Programs	Single Family	Multi-Family/ Business	Eliminations	2013	2012 Summarized Restated, Note 1
Assets						
Current assets:						
Cash (Note 2)						
Restricted	\$ 66,637	\$ -	\$ -	\$ -	\$ 66,637	\$ 89,268
Unrestricted	44,089	-	-	-	44,089	67,163
Investments (Note 2)	32,299	320,096	114,472	-	466,867	461,711
Loans receivable (Note 3)	42,058	28,284	20,535	(78)	90,799	93,898
Loans receivable held for sale (Note 3)	37,733	-	-	-	37,733	29,967
Accrued interest receivable	3,542	7,366	3,612	(54)	14,466	14,044
Other assets	4,907	287	85	-	5,279	5,446
Due (to) from other programs	(31,407)	18,294	13,113	-	-	-
Total current assets	199,858	374,327	151,817	(132)	725,870	761,497
Noncurrent assets:						
Investments (Note 2)	454	225,707	53,747	-	279,908	339,218
Loans receivable, net (Note 3)	87,689	820,244	595,510	(2,252)	1,501,191	1,824,014
Capital assets - nondepreciable (Note 4)	1,849	-	-	-	1,849	1,881
Capital assets - depreciable, net (Note 4)	5,206	-	-	-	5,206	6,229
Other real estate owned, net	174	2,350	1,076	-	3,600	9,333
Other assets	23,827	-	-	-	23,827	21,376
Total noncurrent assets	119,199	1,048,301	650,333	(2,252)	1,815,581	2,202,051
Total assets	319,057	1,422,628	802,150	(2,384)	2,541,451	2,963,548
Deferred Outflows						
Accumulated decrease in fair value of hedging derivative	-	59,080	56,355	-	115,435	233,514
Refundings of debt	-	13,533	2,477	-	16,010	15,844
Total deferred outflows	-	72,613	58,832	-	131,445	249,358
Liabilities						
Current liabilities:						
Short-term debt (Note 5)	42,380	-	-	-	42,380	71,475
Bonds payable (Note 6)	47	137,454	20,799	-	158,300	173,416
Notes payable (Note 6)	1,120	-	-	-	1,120	103
Accrued interest payable	312	9,727	7,824	(54)	17,809	21,594
Federally assisted program advances	354	-	-	-	354	1,708
Accounts payable and other liabilities	40,655	793	1,344	-	42,792	40,836
Total current liabilities	84,868	147,974	29,967	(54)	262,755	309,132
Noncurrent liabilities:						
Bonds payable (Note 6)	31,620	1,193,100	687,814	-	1,912,534	2,276,206
Derivative instruments	(709)	59,032	59,211	-	117,534	239,291
Derivatives related borrowing	-	41,866	24,669	-	66,535	73,233
Notes payable (Note 6)	3,263	-	-	(2,330)	933	7,467
Other liabilities (Note 6)	4,428	502	224	-	5,154	5,922
Total noncurrent liabilities	38,602	1,294,500	771,918	(2,330)	2,102,690	2,602,119
Total liabilities	123,470	1,442,474	801,885	(2,384)	2,365,445	2,911,251
Deferred Inflows						
Accumulated increase in fair value of hedging derivatives	-	3,468	248	-	3,716	1,489
Net position						
Investment in capital assets, net of related debt	4,725	-	-	2,330	7,055	8,110
Restricted by bond indentures	4,569	49,299	58,849	-	112,717	114,910
Unrestricted (Note 10)	186,293	-	-	(2,330)	183,963	177,146
Total net position	\$ 195,587	\$ 49,299	\$ 58,849	\$ -	\$ 303,735	\$ 300,166

See accompanying independent auditors' report.

The 2013 Annual Financial Report of the Colorado Housing and Finance Authority (CHFA) was republished on May 7, 2014 in order to restate the unaudited supplemental information. The restatement reflects a material correction that was not material to the audited basic financial statements, which are reported on a consolidated basis.

colorado housing and finance authority



Colorado Housing and Finance Authority Combining Schedule - Statement of Revenues, Expenses and Changes in Net Position

For the year ended December 31, 2013

(with summarized financial information for the year ended December 31, Restated, Note 1)

(in thousands of dollars)

	General Program	Single Family	Multi-Family/ Business	Eliminations	2013	2012 Summarized Restated, Note 1
Interest income and expense:						
Interest on loans receivable	\$ 6,835	\$ 50,098	\$ 39,252	\$ (185)	\$ 96,000	\$ 113,322
Interest on investments	153	15,890	6,157	-	22,200	23,291
Interest on debt	(2,985)	(59,198)	(35,195)	185	(97,193)	(120,805)
Net interest income	4,003	6,790	10,214	-	21,007	15,808
Other operating income (loss):						
Rental income	358	-	-	-	358	2,675
Loan servicing income	13,383	-	(40)	-	13,343	13,989
Section 8 administration fees	4,329	-	-	-	4,329	3,882
Gain on sale of loans	23,094	-	-	-	23,094	25,103
Investment derivative activity gain (loss)	992	(1,292)	(5,705)	-	(6,005)	(13,820)
Net increase (decrease) in the fair value of investments	(157)	(12,353)	(7,064)	-	(19,574)	3,590
Other revenues (losses)	5,422	530	(841)	-	5,111	3,889
Total other operating income (loss)	47,421	(13,115)	(13,650)	-	20,656	39,308
Total operating income (loss)	51,424	(6,325)	(3,436)	-	41,663	55,116
Operating expenses:						
Salaries and related benefits	16,505	-	-	-	16,505	17,836
General operating	15,714	1,854	1,195	-	18,763	19,950
Depreciation	1,655	-	-	-	1,655	2,722
Provision for losses	1,078	3,574	(3,476)	-	1,176	9,106
Total operating expenses	34,952	5,428	(2,281)	-	38,099	49,614
Net operating income (loss)	16,472	(11,753)	(1,155)	-	3,564	5,502
Nonoperating income and expenses:						
Federal grant receipts	111,929	-	-	-	111,929	112,954
Federal grant payments	(111,929)	-	-	-	(111,929)	(112,954)
Gains on sales of capital assets	5	-	-	-	5	39,154
Total nonoperating income and expenses, net	5	-	-	-	5	39,154
Income (loss) before transfers	16,477	(11,753)	(1,155)	-	3,569	44,656
Transfers from (to) other programs	(12,333)	18,430	(6,097)	-	-	-
Change in net position	4,144	6,677	(7,252)	-	3,569	44,656
Net position:						
Beginning of year	191,443	42,622	66,101	-	300,166	255,510
End of year	\$ 195,587	\$ 49,299	\$ 58,849	\$ -	\$ 303,735	\$ 300,166

See accompanying independent auditors' report.

The 2013 Annual Financial Report of the Colorado Housing and Finance Authority (CHFA) was republished on May 7, 2014 in order to restate the unaudited supplemental information. The restatement reflects a material correction that was not material to the audited basic financial statements, which are reported on a consolidated basis.

colorado housing and finance authority



Colorado Housing and Finance Authority Combining Schedule - Statement of Cash Flows

For the period ended December 31, 2013

(with summarized financial information for the year ended December 31, Restated, Note 1)

(in thousands of dollars)

	General Program	Single Family	Multi-Family/ Business	Eliminations	2013	2012 Summarized Restated, Note 1
Cash flows from operating activities:						
Principal payments received on loans receivable & receipts from dispositions of other real estate owned	\$ 205,263	\$ 199,574	\$ 101,770	\$ (396)	\$ 506,211	\$ 411,579
Interest payments received on loans receivable	6,587	49,598	39,608	(196)	95,597	116,399
Payments for loans receivable	(489,668)	-	(12,341)	-	(502,009)	(427,769)
Receipts from sales of Ginnie Mae securities	341,606	-	-	-	341,606	390,631
Receipts (payments) for loan transfers between programs	(15,056)	15,056	-	-	-	-
Receipts from rental operations	285	-	-	-	285	2,865
Receipts from other revenues	21,868	529	(882)	-	21,515	22,025
Payments for salaries and related benefits	(16,548)	-	-	-	(16,548)	(17,617)
Payments for goods and services	(16,221)	(1,780)	(1,508)	-	(19,509)	(50,430)
All other, net	366	-	-	-	366	8,688
Net cash provided by (used in) operating activities	38,482	262,977	126,647	(592)	427,514	456,371
Cash flows from noncapital financing activities:						
Net increase (decrease) in short-term debt	(29,095)	-	-	-	(29,095)	25,375
Proceeds from issuance of bonds	-	93,580	39,448	-	133,028	133,375
Proceeds from issuance of notes payable	-	-	-	-	-	137
Receipts from federal grant programs	110,468	-	-	-	110,468	114,064
Payments for federal grant programs	(111,929)	-	-	-	(111,929)	(112,954)
Principal paid on bonds	(28,535)	(330,945)	(150,995)	-	(510,475)	(579,499)
Payments on terminations of interest rate swaps	-	(240)	1,245	-	1,005	5,337
Principal paid on notes payable	(5,517)	-	-	-	(5,517)	(102)
Interest paid on short-term debt	(135)	-	-	-	(135)	(182)
Interest rate swap settlements	-	(50,482)	(29,469)	-	(79,951)	(84,088)
Interest paid on bonds	(2,659)	(24,110)	(10,691)	-	(37,460)	(51,824)
Interest paid on notes payable	(296)	-	-	-	(296)	(1,140)
Transfers to (from) other programs	(28,440)	34,350	(5,910)	-	-	-
Net cash used in noncapital financing activities	(96,138)	(277,847)	(156,372)	-	(530,357)	(551,501)
Cash flows from capital and related financing activities:						
Purchase of capital assets	(599)	-	-	-	(599)	(487)
Proceeds from the disposal of capital assets	4	-	-	-	4	52,970
Principal paid on capital-related debt	(396)	-	-	396	-	-
Interest paid on capital-related debt	(196)	-	-	196	-	-
Net cash provided by (used in) capital and related financing activities	(1,187)	-	-	592	(595)	52,483
Cash flows from investing activities:						
Proceeds from maturities and sales of investments	1,558,824	1,011,697	346,365	-	2,916,886	2,761,770
Purchase of investments	(1,545,836)	(1,013,181)	(323,287)	-	(2,882,304)	(2,674,441)
Income received from investments	150	16,354	6,647	-	23,151	22,457
Net cash provided by investing activities	13,138	14,870	29,725	-	57,733	109,786
Net increase (decrease) in cash	(45,705)	-	-	-	(45,705)	67,139
Cash at beginning of year	156,431	-	-	-	156,431	89,292
Cash at end of year	\$ 110,726	\$ -	\$ -	\$ -	\$ 110,726	\$ 156,431
Restricted	\$ 66,637	\$ -	\$ -	\$ -	\$ 66,637	\$ 89,268
Unrestricted	44,089	-	-	-	44,089	67,163
Cash, end of year	\$ 110,726	\$ -	\$ -	\$ -	\$ 110,726	\$ 156,431

Continued on the next page

colorado housing and finance authority



Colorado Housing and Finance Authority
Combining Schedule - Statement of Cash Flows *(continued)*
 For the year ended December 31, 2013
(with summarized financial information for the year ended December 31, Restated, Note 1)
(in thousands of dollars)

	General Program	Single Family	Multi-Family/ Business	Eliminations	2013	2012 Summarized Restated, Note 1
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities:						
Net operating income (loss)	\$ 16,472	\$ (11,753)	\$ (1,155)	\$ -	\$ 3,564	\$ 5,502
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:						
Depreciation expense	1,655	-	-	-	1,655	2,722
Amortization of service release premiums	3,584	-	-	-	3,584	5,841
Amortization of deferred loan fees/costs, net	37	-	-	-	37	114
Amortization of imputed debt associated with swaps	-	(12,375)	(2,783)	-	(15,158)	(6,807)
Provision for losses	1,078	3,574	(3,476)	-	1,176	9,106
Interest on investments	(153)	(15,890)	(6,157)	-	(22,200)	(23,291)
Interest on debt	2,985	71,572	37,978	(185)	112,350	127,612
Unrealized loss on derivatives	(992)	1,292	5,705	-	6,005	13,820
Unrealized (gain) loss on investments	157	12,353	7,064	-	19,574	(3,590)
(Gain) loss on sale of REO	(2,592)	(530)	841	-	(2,281)	(1,166)
Gain on sale of loans	(23,094)	-	-	-	(23,094)	(25,103)
Changes in assets and liabilities:						
Loans receivable and other real estate owned	41,117	215,160	88,588	(396)	344,469	369,716
Accrued interest receivable on loans and investments	(248)	(500)	356	(11)	(403)	3,014
Other assets	(3,448)	40	27	-	(3,381)	2,826
Accounts payable and other liabilities	1,924	34	(341)	-	1,617	(23,945)
Net cash provided by (used in) operating activities	\$ 38,482	\$ 262,977	\$ 126,647	\$ (592)	\$ 427,514	\$ 456,371

See accompanying independent auditors' report.

APPENDIX F

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 Remarketing Agent 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.

DTC is acting as securities depository for the 2014 Series A Bonds. The 2014 Series A Bonds have been issued as fully-registered securities, registered in the name of Cede & Co., DTC's partnership nominee, or such other name as may be requested by an authorized representative of DTC. A fully-registered Bond certificate has been issued for each maturity of the 2014 Series A Bonds, in the aggregate principal amount of such maturity, and has been deposited with DTC.

DTC is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC's participants (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 Remarketing Agent 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 2014 Series A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2014 Series A Bonds on DTC's records. The ownership interest of each actual purchaser of each 2014 Series A Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2014 Series A 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 2014 Series A Bonds, except in the event that use of the book-entry system for the 2014 Series A Bonds is discontinued.

To facilitate subsequent transfers, all 2014 Series A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2014 Series A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the 2014 Series A Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2014 Series A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of 2014 Series A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2014 Series A Bonds, such as redemptions, tenders, defaults and proposed amendments to the 2014 Series A Bond documents. For example, Beneficial Owners of 2014 Series A Bonds may wish to ascertain that the nominee holding the 2014 Series A 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.

Neither DTC nor Cede (nor any other DTC nominee) will consent or vote with respect to 2014 Series A Bonds, unless authorized by a Direct Participant in accordance with DTC 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 2014 Series A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2014 Series A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts, upon DTC's receipt of funds and corresponding detail information from the 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.

A Beneficial Owner shall give notice to elect to have its 2014 Series A Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such 2014 Series A Bonds by causing the Direct Participant to transfer the Participant's interest in the 2014 Series A Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of 2014 Series A Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership rights in the 2014 Series A Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of such tendered 2014 Series A Bonds to the Paying Agent's DTC account.

THE AUTHORITY, THE TRUSTEE, 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 2014 SERIES A 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 2014 SERIES A 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 2014 SERIES A BONDS OR ANY CONSENT GIVEN BY CEDE & CO., AS NOMINEE OF DTC. SO LONG AS CERTIFICATES FOR THE 2014 SERIES A BONDS ARE NOT ISSUED PURSUANT TO THE INDENTURE AND THE 2014 SERIES A BONDS ARE REGISTERED TO DTC, THE AUTHORITY, THE PAYING AGENT, THE REMARKETING 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 2014 SERIES A BONDS FOR ALL PURPOSES WHATSOEVER, INCLUDING WITHOUT LIMITATION (1) THE PAYMENT OF PRINCIPAL AND INTEREST ON THE 2014 SERIES A BONDS, (2) GIVING NOTICE OF REDEMPTION AND OTHER MATTERS WITH RESPECT TO THE 2014 SERIES A BONDS, (3) REGISTERING TRANSFERS WITH RESPECT TO THE 2014 SERIES A BONDS AND (4) THE SELECTION OF 2014 SERIES A BONDS FOR REDEMPTION.

DTC may discontinue providing its services as securities depository with respect to the 2014 Series A Bonds at any time by giving reasonable notice to the Authority and the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, 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 depository). In that event, Bond certificates will be printed and delivered.

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.

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APPENDIX G

Insurance and Guarantee Programs; Foreclosure

The Mortgage Loans are required by the Master Indenture to be subject to mortgage insurance or guaranty to the extent required by any Series Indenture. For a description of the requirements of the 2014 Series A Indenture, see "PART I – CERTAIN PROGRAM ASSUMPTIONS – Insurance Limitations and Requirements." The following is a description of the various insurance and guarantee programs which may be applicable in connection with certain Mortgage Loans. The following also includes a description of the Colorado foreclosure procedures which may apply to a Mortgage Loan in the case of a Mortgagor default.

FHA Insurance

The National Housing Act (the "NHA") of 1934, as amended, provides for various FHA mortgage insurance programs. The regulations governing the single family programs under which the FHA-insured Mortgage Loans are insured provide that a Mortgage Loan will be considered to be in default if the Mortgagor fails to make any payment or perform any other obligation under the Mortgage, and such failure continues for a period of thirty days. Insurance benefits are payable to the Mortgagee upon acquisition of title (through foreclosure or otherwise) and conveyance of the Eligible Property to HUD.

HUD requires Mortgagees to explore alternatives to foreclosure. These may include a forbearance, a forbearance with a partial claim, or modification agreement, a pre-foreclosure sale, repayment plan, payment moratorium, HAMP (Home Affordable Modification Plan), or a deed in lieu of foreclosure. Utilization of certain alternatives to foreclosure may result in quicker receipt of the FHA insurance claim because the time required to complete a foreclosure is eliminated. Attempts to utilize alternatives to foreclosure which are unsuccessful may delay receipt of the FHA insurance claim due to a delay in commencement of foreclosure proceedings.

The FHA insurance claim for a Mortgage Loan will be paid in an amount equal to the outstanding principal balance plus allowable interest and, given that DMI (sub-servicer to the Authority) is ranked as a Tier 1 loan servicer as described in "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM – Servicing of the Mortgage Loans," approximately seventy-five percent (75%) of the permitted costs and expenses of acquiring title to the Eligible Property. Interest is allowed (except for two months which is disallowed) at the HUD debenture rate which may be less than the Mortgage Loan interest rate.

Payment for insurance claims may include reimbursement to the Mortgagee for tax, insurance, and similar advances made by the Mortgagee, as well as deductions for amounts received or retained by the Mortgagee after default. Under most FHA insurance programs for single-family residences, the Federal Housing Commissioner has the option of paying insurance claims in cash or in debentures. The HUD debenture rate may be less than the interest rate on the Mortgage Loans, and any debentures would mature 20 years after the date of issue, pay interest semiannually and may be redeemable at par at the option of HUD. Current FHA policy, which is subject to change at any time, is to pay insurance claims in cash.

Except in limited circumstances as approved by HUD properties conveyed to HUD upon completion of the foreclosure process or other acquisition of title must be conveyed vacant. In some circumstances it may be necessary to evict a tenant or Mortgagor upon the completion of the foreclosure proceedings before the Eligible Property can be conveyed to HUD and the FHA insurance claim can be filed.

FHA insurance claims may be denied or curtailed in limited circumstances. An FHA insurance claim may be denied if there was fraud in the origination of the Mortgage Loan or if the Mortgagee is unable to deliver marketable title to HUD. Claims may be curtailed if DMI, as sub-servicer of the Mortgage Loans, fails to process the foreclosure in accordance with the FHA requirements or fails to adequately protect the Eligible Property. The Authority relies on the warranties and representations of the originating Mortgage Lenders with respect to proper origination of the Mortgage Loans. If an insurance claim is denied or curtailed due to an error of the Mortgage Lender or DMI as sub-servicer, the Authority would have recourse to such Mortgage Lender for reimbursement. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." The Authority's ability to collect claims for reimbursement may depend in part on the Mortgage Lender's financial condition at the time the claim arises.

VA Guaranty

The Veteran's Benefits Act of 1957, Public Law 85-857, as amended, permits a veteran (or in certain circumstances a veteran's spouse) to obtain a mortgage loan guaranty to finance the purchase of a one-to-four unit family dwelling at interest rates permitted by the VA.

The VA expects every realistic alternative to foreclosure which may be appropriate in each case to be explored before a Mortgage Loan is terminated through foreclosure. The VA will frequently request the servicer to pursue alternatives since the results are either reinstatement of the account or a faster termination than would be obtained through foreclosure.

Claims for the payment of a VA guaranty may be submitted when any default of the Mortgagor continues for a period of three months. A guaranty may be paid without the Mortgagee instituting foreclosure proceedings or otherwise acquiring title. A Mortgagee intending to institute foreclosure proceedings must send to the Administrator of Veteran Affairs a Notice of Default and Intention to Foreclose 120 days from the date of delinquency. The guaranty provisions for mortgage loans generally are as follows: (i) for home and condominium loans of \$45,000 or less, 50% of the loan is guaranteed; (ii) for home and condominium loans above \$45,000 but not more than \$56,250, \$22,500 of the loan is guaranteed; (iii) for home and condominium loans above \$56,250 but not more than \$144,000, the lesser of \$36,000 or 40% of the loan is guaranteed; and (iv) for home and condominium loans above \$144,000, the lesser of \$50,750 or 25% of the loan is guaranteed. The liability on the guaranty is reduced or increased pro rata with any reduction or increase in the amount of the indebtedness. Notwithstanding the dollar and percentage limitations of the guaranty, a Mortgagee will ordinarily suffer a monetary loss only when the difference between the unsatisfied indebtedness and the proceeds of any foreclosure sale of an Eligible Property is greater than the original guaranty as adjusted. The VA may, at its option and without regard to the guaranty, make full payment to a Mortgagee of unsatisfied indebtedness on a Mortgage upon the Mortgagee's obtaining title and assigning it to the VA.

In the case of a Mortgage Loan originated by a Mortgage Lender, the Authority relies on the originating Mortgage Lender for proper origination of such Mortgage Loan. If a guaranty claim is denied or curtailed due to the error of the Mortgage Lender or the sub-servicer, the Authority would have recourse to such Mortgage Lender or sub-servicer for reimbursement. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." The Authority's ability to collect claims for reimbursement may depend in part on the Mortgage Lender's or sub-servicer's financial condition at the time the claim arises.

Rural Housing Service Guarantee

Under the Rural Housing Service's Rural Housing Loan Guarantee Program, a Mortgagor may obtain a Mortgage Loan guaranteed by the Rural Housing Service ("RHS") covering mortgage financing of the purchase of an Eligible Property located in a RHS-designated rural area at interest rates permitted

by the RHS. The RHS Rural Housing Loan Guarantee program will be limited to only certain rural areas of the State. Mortgagor and Mortgage Loan eligibility for such guarantees is subject to certain income, purchase price and other limitations in addition to the limitations applicable to all Mortgagors and Mortgage Loans.

The amount of the RHS loan guarantee is 90% of the principal amount of the Mortgage Loan. The maximum loss payment under the RHS guarantee will be the lesser of: (i) 90 percent of the Original Loan Amount or (ii) 100 percent of any loss equal to or less than 35 percent of the Original Loan Amount plus 85 percent of any remaining loss up to 65 percent of the Original Loan Amount. The Original Loan Amount is defined for these purposes as the original promissory note amount minus any loans funds not actually disbursed to the Mortgagor or on behalf of the Mortgagor at the time the loan was made or thereafter. Loss includes only: (a) principal and interest evidenced by the promissory note; (b) any Mortgage Loan subsidy due and owing; and (c) any principal and interest indebtedness on RHS-approved protective advances for protection and preservation of the Eligible Property. Interest (including any subsidy) will be covered by the RHS guarantee to the date of the final loss settlement when the Mortgagee conducts liquidation of the Eligible Property in an expeditious manner in accordance with RHS regulations.

When a Mortgage Loan becomes three payments delinquent, the Mortgagee may proceed with foreclosure of the Mortgage Loan unless extenuating circumstances exist. The RHS requires Mortgagees to explore an acceptable alternative to foreclosure, although incentives are not paid to mortgagees to implement the alternatives. Acceptable foreclosure alternatives include forbearance, modifications, repayment plan, pre-foreclosure sales and deeds in lieu of foreclosure. If the Mortgagee proposes a method of liquidation other than foreclosure, then the Mortgagee must obtain RHS's approval of such method.

Payment of loss is made within 60 days after the Mortgagee files a claim. A claim must be filed within 45 days after sale of the Eligible Property. Loss is determined by the difference between the unpaid principal balance of the mortgage loan, unpaid interest and advances approved by RHS and net proceeds from the Eligible Property. Normal costs of liquidation are also included in the loss payment. If the Mortgagee acquires title to the Eligible Property through the foreclosure process, the Mortgagee must submit a disposition plan to RHS for RHS concurrence. The Mortgagee has six months from the date of acquisition to sell the Eligible Property. If the Eligible Property is sold in accordance with the plan, the actual net proceeds from the sale of the Eligible Property will be used to calculate the loss payment. If the Eligible Property is not sold within 6 months from the acquisition date (which period may be extended for 30 days with RHS approval to permit the closing on an offer received near the end of the 6 month period) RHS will obtain a liquidation value appraisal of the Eligible Property which will be used to determine net proceeds for calculation of the loss payment.

If a third party acquires title to the Eligible Property from the foreclosure sale or as a result of a sale by the Mortgagor to cure or avoid a default, the actual net proceeds from the sale will be used to calculate the loss payment. In some circumstances, the Mortgagee may be required to enforce a deficiency judgment against the Mortgagor before the loss payment will be paid. This may substantially delay payment. Any recovery on the mortgage loan by the Mortgagee after receipt of a loss payment must be shared with RHS in proportion to the loss borne by RHS and the Mortgagee.

RHS claims may be denied or curtailed in limited circumstances. A claim may be denied if there was fraud or misrepresentation that the Mortgagee knew about, participated in or condoned. Claims may be curtailed as a result of violation of usury laws, negligent servicing or failure to obtain required collateral.

In the case of a Mortgage Loan originated by a Mortgage Lender, the Authority relies on the originating Mortgage Lender for proper origination of such Mortgage Loan. If a guaranty claim is denied or curtailed due to the error of the Mortgage Lender or the sub-servicer, the Authority would have recourse to such Mortgage Lender for reimbursement. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." The Authority's ability to collect claims for reimbursement may depend in part on the Mortgage Lender's or sub-servicer's financial condition at the time the claim arises.

Private Mortgage Insurance and Uninsured Mortgage Loans

Private Mortgage Insurance

Under each Series Indenture, the Authority is authorized in certain circumstances to purchase PMI Mortgage Loans which are insured by a private mortgage insurance company approved by the Authority, which is qualified to do business in the State and qualified to provide insurance on mortgages purchased by Freddie Mac or Fannie Mae and which is rated, at the time each PMI Mortgage Loan is made or originated, by the agency then rating the Bonds at certain ratings designated in the Series Indenture. See "Part I – CERTAIN PROGRAM ASSUMPTIONS – Insurance Limitations and Requirements" for a description of the ratings requirements under the 2014 Series A Indenture applicable to the 2014 Series A Bonds.

The amount of private mortgage insurance plus the Eligible Borrower's down payment must at least equal the amount by which the PMI Mortgage Loan exceeds 80% of the appraised value (at the time of origination) or purchase price, whichever is less, of the mortgaged property securing such PMI Mortgage Loan. The private mortgage insurance may either be Borrower Paid Mortgage Insurance (BPMI) where mortgage insurance is paid by the mortgagor; or Lender Paid Mortgage Insurance (LPMI) where mortgage insurance is paid by a person other than the mortgagor. LPMI cannot be cancelled by the mortgagor and is not automatically terminated under federal law. LPMI may result in a mortgage with a higher interest rate and terminates only when the mortgage is refinanced, paid off, or otherwise terminated. Federal law requires BPMI to be cancelled at the mortgagor's request on or after either of the following dates: (1) the date the principal balance of the loan is first scheduled to reach eighty percent (80%) of the original value of the property; or (2) the date the principal balance actually reaches eighty percent (80%) of the original value of the property. BPMI will only be canceled on these dates if the mortgagor submits a written request for cancellation; has a good payment history; is current on the mortgage loan; and the Authority receives evidence that the value of the property has not declined below its original value and certification that there are not subordinate liens on the property. Federal law also requires BPMI to automatically terminate on the date that the principal balance of the loan is first scheduled to reach seventy eight percent (78%) of the original value of the property if the mortgagor is current on loan payments. In any event, BPMI will terminate on the first day of the month immediately following the date that is the midpoint of the amortization period for the loan, if the mortgagor is current on that date.

The Private Insurers expect every realistic alternative to foreclosure which may be appropriate in each case to be explored when the mortgagors have the desire and financial ability to continue to maintain the mortgaged property before a Mortgage Loan is terminated through foreclosure.

Generally, delinquencies must be reported to the Private Insurer at day 45 of the delinquency and then on a monthly basis thereafter, and proceedings to recover title are required to commence by the end of the fourth month of default. It is also required that prior to presenting a claim under the PMI, title to the mortgaged property, free and clear of all liens and encumbrances, including any right of redemption by the mortgagor, must be acquired and tendered to the Private Insurer. Private mortgage insurance policies ordinarily will provide that the Private Insurer, upon taking title to the mortgaged property

securing a PMI Mortgage Loan, must pay the mortgagee a percentage of the unrecovered balance of its loss at a level established upon origination of the Mortgage Loan. The amount of the loss payable also generally includes usual and customary attorneys' fees, real estate taxes, hazard and private mortgage insurance premiums necessarily advanced by the insured, expenses incurred in preservation and maintenance of the mortgaged property, and other costs and expenses incurred to acquire the mortgaged property. Private Insurers may require or permit the mortgagee to forbear from foreclosing a defaulted Mortgage Loan, offer a preforeclosure sale or deed in lieu of foreclosure, or enter into an agreement modifying the terms of a Mortgage Loan in certain circumstances.

In the case of a Mortgage Loan originated by a Mortgage Lender, the Authority relies on the originating Mortgage Lender for proper origination of such Mortgage Loan. If an insurance claim is denied or curtailed due to the error of the Mortgage Lender or sub-servicer, the Authority would have recourse to such Mortgage Lender for reimbursement. See "Part II – THE SINGLE FAMILY MORTGAGE PROGRAM." The Authority's ability to collect claims for reimbursement may depend in part on the Mortgage Lender's financial condition at the time the claim arises.

Uninsured Mortgage Loans

Each Series Indenture also permits the Authority in certain circumstances to make or purchase Uninsured Mortgage Loans which are neither governmentally-guaranteed or insured nor insured by a private mortgage insurance company, as long as the outstanding principal balance of each such Uninsured Mortgage Loan is less than or equal to 80% of the appraised value (at the time of origination of such Mortgage Loan) or the purchase price, whichever is less, of the mortgaged property securing such Uninsured Mortgage Loan.

Colorado Foreclosure Law and Procedure

The Mortgage Loans are evidenced by promissory notes and secured by deeds of trust encumbering the mortgaged property. The Colorado form of deed of trust is a unique three-party instrument that involves a public official, known as a public trustee, rather than a private trustee. The parties to a deed of trust are the borrower (i.e., the mortgagor), the public trustee of the county in which the mortgaged property is located and the Mortgage Lender (generally referred to in a deed of trust as the beneficiary and herein as the mortgagee). A deed of trust creates a lien on the mortgaged property in favor of the mortgagee to secure repayment of the debt.

The public trustee's duties are generally limited to foreclosure of deeds of trust, issuance of certificates of purchase and deeds following foreclosure, releases of deeds of trust, and related matters. The public trustee will rarely have notice of a deed of trust until the mortgagee elects to have the public trustee foreclose the deed of trust. Public trustees do not have discretionary or decision-making authority like judges. Rather, they perform the ministerial and procedural acts necessary to complete foreclosures in accordance with Colorado law.

A mortgagor's failure to perform a material covenant of the deed of trust (like failure to pay taxes or failure to pay the debt) generally constitutes a default entitling the mortgagee to accelerate the debt and foreclose. To start foreclosure proceedings, the mortgagee must present to the public trustee (i) the original or, for certain qualified holders, a copy of the promissory note or evidence of debt (or, except as provided in the following sentence, a lost instruments bond if the note or evidence of debt has been lost), (ii) any modifications to the original evidence of debt and the original endorsements or assignments to the current holder of the original evidence of debt, (iii) the original or copy of the recorded deed of trust together with any modifications or partial releases (and if copies are provided, in some cases they must be certified by the Clerk and Recorder or in other cases accompanied by the certificate of the holder that

such holder is a "qualified holder"), (iv) an originally executed Notice of Election and Demand for Sale, and (v) the so-called Combined Notice and other required notices, certificates and affidavits and mailing list for the notices. Certain types of mortgagees, which include the Authority, may commence foreclosure by presenting a copy of the original evidence of debt instead of the original instrument or a bond. If the mortgagee presents a copy of the evidence of debt, the mortgagee is liable to a person incurring a loss if the original evidence of debt is subsequently presented for payment. The public trustee must record the Notice of Election and Demand for Sale in the appropriate clerk and recorder's office within ten business days after receipt of a complete filing. If the property is a residence occupied by a borrower personally obligated on the debt and meeting certain additional requirements, the foreclosing mortgagee is required to post the property with notice of the foreclosure and the owner is eligible for foreclosure counseling and possible deferral of the foreclosure sale by up to approximately 90 days. The foreclosure process may also be delayed for up to 90 days or more under the HUD Foreclosure Deferment Program or other governmental foreclosure assistance program if, after meeting with a HUD counselor, it is determined that a mortgagor could potentially be eligible for long-term home retention options.

The public trustee also causes the Combined Notice to be published and posted. The Combined Notice must be published once per week for five successive weeks in a newspaper of general circulation in the county where the mortgaged property is located. Within 20 days after the recording of the Notice of Election and Demand, copies of the Combined Notice must be sent to the borrower, Grantor of the Deed of Trust, Guarantors, and "occupants" as designated by statute and who are listed on a mailing list provided by the mortgagee's attorney. No more than sixty (60) nor fewer than forty-five (45) days prior to the first scheduled date of sale, the public trustee is required to again send the Combined Notice to the persons identified in the preceding sentence as well as to the owner of the property as of the date of recording of the Notice of Election and Demand and each person who appears to have an interest in the property prior to the date of the recording of the Notice of Election and Demand (if such person's interest in the property may be extinguished by the foreclosure).

The mortgagee may elect to preserve certain junior interests (like easements or leases) that would otherwise be extinguished by the foreclosure by recording a Notice to Affirm.

A right to redeem inures to certain holders of recorded junior interests that were recorded prior to the recording of the Notice of Election and Demand for Sale. A right to cure inures to the owner of the mortgaged property as of the recording of the Notice of Election and Demand and certain transferees, parties liable on the debt, sureties and guarantors of the debt and holders of an interest junior to the lien being foreclosed that was recorded prior to the recording of the Notice of Election and Demand for Sale.

A public trustee foreclosure sale is scheduled by the public trustee to occur no fewer than 110 days and no more than 125 days after the date of recording the Notice of Election and Demand for Sale for non-agricultural property. (The sale of certain residential property may be held on an expedited basis, 45-65 days after the recording of the Notice of Election and Demand if the mortgagee secures an order of the Rule 120 or other court finding, based on clear and convincing evidence, that the property has been abandoned). For agricultural property the sale is to be scheduled 215 to 230 days after the recording of the Notice of Election and Demand. If it is not evident from the legal description in the deed of trust, the public trustee will determine if the property is agricultural based on certain evidence such as the property being part of a subdivision plat, a written statement of an official that the property was within incorporated city limits, or a written statement from the assessor that the property is assessed as other than agricultural property. The sale date may be extended by the mortgagee from time to time and by the public trustee for other reasons provided by statute.

Prior to the foreclosure sale, the mortgagee must obtain an Order Authorizing Sale in an appropriate Colorado District Court pursuant to Rule 120 of the Colorado Rules of Civil Procedure. Notice of a Rule 120 hearing must be provided to the persons designated by Rule 120, and in the case of

residential property, notice of the hearing must be posted in a conspicuous place on the property not less than 14 days before the date set for the hearing. The hearing must be held no later than 16 days prior to the date of the foreclosure sale or the mortgagee must continue the sale to a later date. An order authorizing the public trustee foreclosure sale will be issued if the court determines there is a reasonable probability that a default has occurred entitling the mortgagee to foreclose and no interested party is entitled to protection of the Servicemembers' Civil Relief Act of 1940, as amended (the "**Relief Act**"). The scope of the Rule 120 hearing is limited to determining the reasonable probability that a default has occurred, determining whether under the deed of trust foreclosure is authorized, and determination of issues related to the Relief Act.

Mortgagors called to active duty after obtaining a Mortgage Loan are entitled to the benefit of the Relief Act. Under the Relief Act a mortgagor may be granted certain relief from the mortgage obligations during active military service and for nine months after the end of the period of military service. Such relief includes: (i) reduction of the Mortgage Loan interest rate to six percent (6%); and (ii) a stay of foreclosure proceedings. Such relief may reduce revenues received by the Authority during such period.

When foreclosure is initiated due to the nonpayment of sums due under the promissory note or deed of trust (such as principal, interest or real estate taxes), parties entitled by statute to cure who wish to exercise such cure rights must preserve the right to cure by filing a Notice of Intent to Cure with the public trustee at least fifteen days prior to the date of the foreclosure sale. The Public Trustee is then required to promptly (but no later than twelve calendar days prior to the date of sale) request the amount required to cure the default from the mortgagee. The mortgagee must file with the public trustee a statement of the amount needed to cure the foreclosure no later than the earlier of ten business days after receipt of the request or the eighth business day prior to the foreclosure sale. If these deadlines are not met, the foreclosure will be postponed thereafter from week to week. The party wishing to cure the default must pay the public trustee all delinquent principal, interest and other amounts due plus the costs and expense of the foreclosure, including attorneys' fees, on or before noon of the day prior to the foreclosure sale to effectuate the cure. After the default is cured the mortgagee must terminate the foreclosure proceedings. The mortgagee may, but is not obligated to, accept a cure and terminate the foreclosure proceedings even if the statutory requirements are not met.

If the Mortgage Loan is not cured, the public trustee will sell the mortgaged property at the foreclosure sale to the highest bidder. Anyone may bid at the sale. There is no obligation for the mortgagee to bid any amount in excess of the outstanding debt. Any bid by the mortgagee which is less than the outstanding debt must be at least the mortgagee's good faith estimate of the fair market value of the mortgaged property (less unpaid taxes, the amount of senior liens and estimated reasonable costs and expenses, net of income, of holding, marketing and selling such property). The failure of the mortgagee to bid a good faith estimate of the fair market value of the mortgaged property will not affect the validity of the foreclosure sale but may be raised as a defense by a person sued on a deficiency. The public trustee will issue a Certificate of Purchase to the successful bidder. Title to the property vests in the holder of the Certificate of Purchase upon the close of business, eight days after the sale date if no notice of intent to redeem was filed. If a notice of intent to redeem was filed, the title vests upon the expiration of all redemption periods. If the property is occupied at the time that title vests, the tenant is entitled to notice and may be eligible to remain in the property for the term of the lease based on protections under the Protecting Tenants at Foreclosure Act of 2009 for bona fide tenants not related to the mortgagor who are paying fair market rent.

Certain holders of recorded junior interests have redemption rights if they timely filed a Notice of Intent to Redeem. The most senior junior lienholder may redeem between 15 and 19 business days after the sale date and each subsequent junior lienholder has (in order of priority of the liens) five business days to redeem. To preserve the right to redeem, a junior lienholder must file a notice of intent to redeem and

other documents with the public trustee within eight business days after the foreclosure sale. Title to the property will vest in the holder of the Certificate of Purchase upon the close of business eight days after the sale date if no notice of intent to redeem was filed. If a notice of intent to redeem was filed, and no redemption has occurred, the title vests in the holder of the Certificate of Purchase upon the expiration of all redemption periods. The public trustee will issue a deed to, the holder of the Certificate of Purchase. The public trustee deed will convey the mortgaged property free of all junior interests except junior interests the mortgagee elected to affirm or which were not sent proper notices of the foreclosure as required by statute. Special rules apply with respect to junior liens which are held by the IRS or other federal agencies. The public trustee's deed will be junior to the lien for real property taxes and assessments and to all liens and interests, if any, which were senior to the deed of trust foreclosed and possibly to a portion of a lien for unpaid homeowner association dues equal to approximately six months of regular installments.

Judicial foreclosure may be required or advisable in certain circumstances including where there are defects in title, where there is a need to reform the Mortgage Loan documents to correct an error, or where there is a dispute about the priority of the deed of trust. Generally a judicial foreclosure will take substantially longer and be significantly more expensive than a public trustee foreclosure.

In addition to the statutory requirements with respect to a foreclosure in Colorado, other restrictions may be imposed by the Mortgage Loan documents or by the VA, FHA, Rural Housing Service, FNMA/FHLMC, or a private insurer. FNMA/FHLMC, VA, and FHA encourage Mortgage Lenders to avoid foreclosure wherever possible. VA, FHA and Rural Housing Service also have special programs for certain borrowers whose defaults are caused by circumstances outside of their control, as described in "VA Guaranty," "Rural Housing Service Guarantee" and "FHA Insurance" under this caption. Certain loan documents for the Mortgage Loans may incorporate restrictions from the FNMA/FHLMC Colorado Uniform Security Instrument which require the mortgagee to give the Mortgagor 30 days' notice prior to accelerating the Mortgage Loan unless the default is violation of the due-on-sale clause.

In the event a Mortgagor files a bankruptcy petition, the foreclosure proceedings are automatically stayed until the mortgagee is granted relief from stay or the Bankruptcy action is dismissed. The mortgagee may not be granted relief from stay in certain cases. If a bankruptcy petition is filed after all publications of the Combined Notice as required by Colorado law have been completed, the Mortgagee may continue the sale for as long as the automatic stay is in effect. Upon obtaining relief from stay or upon dismissal of the Bankruptcy, the sale can be held at the next available sale date. If a bankruptcy petition is filed prior to completion of the publication of all of the Combined Notices as required by Colorado law, the remaining notices must be cancelled. If the mortgagee obtains relief from stay or the Bankruptcy is dismissed, the mortgagee must re-record the Notice of Election and Demand for Sale and all required notices must be given before a foreclosure sale may be held.

APPENDIX H

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 offering of the Authority's Federally Taxable Single Family Mortgage Class I Bonds, 2014 Series A (the "**Series Bonds**"). The Series Bonds have been issued pursuant to a Master Indenture of Trust dated as of October 1, 2001, as supplemented and amended (the "**Master Indenture**") and pursuant to a 2014 Series A Indenture dated as of November 1, 2014 (the "**Series Indenture**" and, together with the Master Indenture, the "**Indenture**"), each between the Authority and Zions First National Bank, Denver, Colorado, as trustee. The Authority may issue additional series of bonds under the Master Indenture upon satisfaction of the conditions set forth in the Master Indenture. All bonds and notes issued under the Master Indenture, including the Series Bonds, are referred to herein as the "**Bonds**." Capitalized terms used but not defined herein shall have meanings ascribed thereto in the Indenture. The Authority covenants and agrees as follows:

BACKGROUND

1. The Series Bonds have been issued to provide funds to finance or refinance the purchase of mortgage loans under the Authority's Single Family Mortgage Program (as defined in the Official Statement), to establish necessary reserves, or 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 the Rule 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 § 240.15c2-12) as amended to the date hereof (the "Rule" or "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 and any loan program financed under the Master Indenture, delivered at least annually pursuant to Sections 2(a) and 2(b) hereof, substantially similar to the type set forth in the Official Statement as described in **Exhibit A** hereto, including but not limited to such financial information and operating data set forth in (i) "Part I – CERTAIN PROGRAM ASSUMPTIONS" and (ii) "Part II – COLORADO HOUSING AND FINANCE AUTHORITY" in the Official Statement.

(b) "**Audited Financial Statements**" means the annual financial statements for the Authority, 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.

(a) "**Official Statement**" means the Official Statement delivered in connection with the offering of the Series Bonds.

(g) "**Participating Underwriter**" means RBC Capital Markets, LLC, as underwriter.

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

(i) "**SEC**" means the Securities and Exchange Commission.

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

(a) Commencing with the fiscal year ending December 31, 2014 and annually while the Bonds remain outstanding, the Authority agrees to provide or cause to be provided annually to EMMA (with a copy, upon request, to the Participating 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 each repository or 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 Bonds, or other material events affecting the tax status of the Bonds;
- (F) tender offers;
- (G) defeasances;
- (H) rating changes; and
- (I) bankruptcy, insolvency, receivership, or similar event of the 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 Bonds, if material:

- (A) non-payment related defaults;
- (B) modifications to the rights of the beneficial owners of the Bonds;
- (C) bond calls;
- (D) release, substitution or sale of property securing repayment of the 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 Participating Underwriter, notice of any failure of the Authority to timely provide the Annual Financial Information as specified in Sections 2(a) and 2(b) hereof.

Section 3. Method of Transmission. The Authority shall employ such methods of electronic or physical information transmission, and include such identifying information, 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 to 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 the 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 the 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 such information in any future annual filing or Event filing.

Section 6. Term. This Disclosure Certificate shall be in effect from and after offering 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 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 the 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 Participating Underwriter.

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

Dated as of November 6, 2014.

COLORADO HOUSING AND FINANCE
AUTHORITY

By: _____
Chief Financial Officer

EXHIBIT A

The Authority's Annual Financial Information shall contain or include by reference tables setting forth the following information, as of the end of the Authority's fiscal year (December 31):

(i) For each maturity of each series of Bonds outstanding under the Master Indenture: (i) the maturity date of such Bonds, Bond type (serial or term), the interest rate on such Bonds, principal redemptions, original aggregate principal amount of such Bonds and the principal amount of such Bonds remaining Outstanding; and (ii) a list of unscheduled redemptions including the date of call, amount and type of call.

(ii) During the period for the acquisition of Mortgage Loans with the proceeds of the Series Bonds, the original amount of funds available for the acquisition of Mortgage Loans, the total amount of funds committed by the Authority for individual Mortgage Loans, and the total principal amount of Mortgage Loans purchased by the Authority. This information will not be provided after the period for the acquisition of Mortgage Loans with the proceeds of the Series Bonds.

(iii) The amount and type of assets (and, if applicable, the rate and maturity date of such assets) credited to the Acquisition Account, the Revenue Account, the Loan Recycling Account, the Class I Debt Service Fund, the Class II Debt Service Fund, the Class III Debt Service Fund, the Redemption Fund, the Short Term Bond Account and the various subaccounts in each of the above-referenced funds or accounts; and the current amount of assets credited to the Debt Service Reserve Fund and its various subaccounts.

(iv) With respect to each Series of Bonds, the outstanding aggregate principal balance of Mortgage Loans, the aggregate number of outstanding Mortgage Loans, the average principal balance per Mortgage Loan, average coupon and weighted average maturity.

(v) With respect to each Series of Bonds, a breakdown of the type of housing, expressed as a percentage of Mortgage Loans outstanding, showing the extent to which: (i) the housing is single family detached, condominium/townhomes or other (specify); (ii) the housing is new construction or existing homes; and (iii) the housing is insured by the FHA, insured by private mortgage insurance, insured by the Rural Housing Service, guaranteed by the VA or uninsured.

(vi) With respect to each Series of Bonds, the number of loans financed, the number of loans prepaid in full, the number of loans foreclosed to date, the number of loans outstanding, the number of delinquent 30-90 days, the percentage of total loans delinquent 30-90 days, the number of delinquencies 90 or more days, the percentage of total loans delinquent 90 or more days, the number of loans in foreclosure, the percentage of total loans in foreclosure and the percentage of all loans delinquent.

(vii) With respect to each Series of Bonds, the amount of total assets, the amount of total liabilities and the amount of surplus or deficit.

APPENDIX I

Remarketing Agents under Master Indenture

Remarketing Agents for Adjustable Rate Bonds

In connection with the Adjustable Rate Bonds outstanding under the Master Indenture, the Authority has entered into remarketing agreements with the respective remarketing agents set forth in the following table (the "**Remarketing Agents**"):

Remarketing Agents under Master Indenture as of August 1, 2014⁽¹⁾

<u>Series of Bonds</u>	<u>Remarketing Agent</u>
2001 Series AA-2	BNY Mellon LLC
2001 Series AA-3	BNY Mellon LLC
2002 Series A-1	D.A. Davidson & Co.
2002 Series A-3	George K. Baum & Company
2002 Series B-3	Barclays Capital Inc.
2002 Series C-3	Barclays Capital Inc.
2003 Series B-3	J.P. Morgan Securities Inc.
2003 Series C-2	RBC Capital Markets, LLC
2004 Series A-2 ⁽¹⁾	RBC Capital Markets, LLC
2004 Series B-2	RBC Capital Markets, LLC
2005 Series A-2 ⁽¹⁾	RBC Capital Markets, LLC
2005 Series B-2	Barclays Capital Inc.
2006 Series A-1	George K. Baum & Company
2006 Series A-2	D.A. Davidson & Co.
2006 Series A-3	George K. Baum & Company
2006 Series B-2	RBC Capital Markets, LLC
2006 Series B-3	RBC Capital Markets, LLC
2006 Series C-2	RBC Capital Markets, LLC
2007 Series A-2	Loop Capital Markets, LLC
2007 Series B-2	RBC Capital Markets, LLC
2007 Series B-3	RBC Capital Markets, LLC
2013 Series B	RBC Capital Markets, LLC

⁽¹⁾ These Bonds are the Refunded Bonds. Upon the redemption and payment of the Refunded Bonds, the remarketing agreements related thereto will terminate.

The Remarketing Agents are Paid by the Authority

The Remarketing Agents' responsibilities include determining the interest rate from time to time and remarketing the Bonds that are optionally tendered by the owners thereof, all as further described in the applicable official statements for the related bonds. The Remarketing Agents are appointed by the Authority and are paid by the Authority for their services. As a result, the interests of the Remarketing Agents may differ from those of existing holders and potential purchasers of Bonds.

The Remarketing Agents May Purchase Bonds for their Own Account

The Remarketing Agents are permitted, but not obligated, to purchase the tendered Bonds for their own account. The Remarketing Agents, in their sole discretion, may acquire tendered Bonds for their own inventory in order to achieve a successful remarketing of the Bonds (i.e., because there otherwise are not enough buyers to purchase the Bonds) or for other reasons. However, the Remarketing Agents are not obligated to purchase Bonds, and may cease doing so at any time without notice. The Remarketing Agents may also make a market in the Bonds by purchasing and selling such Bonds other than in connection with an optional tender and remarketing. Such purchases and sales may be at or below par. However, the Remarketing Agents are not required to make a market in the Bonds. If the Remarketing Agents purchase Bonds for their own account, they may offer those Bonds at a discount to par to some investors. The Remarketing Agents may also sell any Bonds they have purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Bonds. The purchase of Bonds by the Remarketing Agents may create the appearance that there is greater third party demand for the Bonds in the market than is actually the case. The practices described above also may reduce the supply of Bonds that may be tendered in a remarketing.

Bonds may be Offered at Different Prices on any Date

The Remarketing Agents are required to determine on the rate determination date the applicable rate of interest that, in their judgment, is the lowest rate that would permit the sale of the respective Bonds at par plus accrued interest, if any, on the date the rate becomes effective (the "**Effective Date**"). The interest rate will reflect, among other factors, the level of market demand for such Bonds (including whether the Remarketing Agents are willing to purchase such Bonds for their own account). The Remarketing Agreements require that the Remarketing Agents use their best efforts to sell respective tendered Bonds at par, plus accrued interest. There may or may not be Bonds tendered and remarketed on a rate determination date or an Effective Date, a Remarketing Agent may or may not be able to remarket any Bonds tendered for purchase on such date at par and a Remarketing Agent may sell such Bond at varying prices to different investors on such date or any other date. The Remarketing Agents are not obligated to advise purchasers in a remarketing if they do not have third party buyers for all of the Bonds at the remarketing price.

The Ability to Sell Bonds other than through Tender Process may be Limited

While the Remarketing Agents may buy and sell the Bonds, they are not obligated to do so and may cease doing so at any time without notice. Thus, investors who purchase the Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Bonds other than by tendering the Bonds in accordance with the tender process.