

NEW ISSUE - Book-Entry Only

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the 2019 Series A Bonds and the 2019 Series C Bonds is excluded from gross income for federal income tax purposes, subject to certain conditions and assumptions described herein under "TAX MATTERS." In the opinion of Bond Counsel: (i) interest on the 2019 Series A Bonds is a specific preference item in calculating the federal alternative minimum tax imposed on individuals and, for tax years beginning before January 1, 2018, on corporations; and (ii) interest on the 2019 Series C Bonds is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and, for tax years beginning before January 1, 2018, on corporations, and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax for tax years beginning before January 1, 2018. In the opinion of Bond Counsel, interest on the 2018 Series B Bonds is included in gross income for federal income tax purposes. Furthermore, in the opinion of Bond Counsel, the 2019 Series ABC Bonds, their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation by the State of Colorado or any political subdivision or other instrumentality of the State of Colorado under Colorado laws in effect as of the date of delivery of the 2019 Series ABC Bonds.



COLORADO HOUSING AND FINANCE AUTHORITY
Single Family Mortgage

\$16,035,000
Class I Bonds
2019 Series A (AMT)

\$30,000,000
Federally Taxable
Class I Bonds
2019 Series B-1

\$20,000,000
Federally Taxable
Class I Adjustable Rate Bonds
2019 Series B-2

\$36,935,000
Class I Bonds
2019 Series C (Non-AMT)

Dated: Date of Delivery

Due: As shown below

The Colorado Housing and Finance Authority (the "Authority") is offering \$102,970,000 aggregate principal amount of its Single Family Mortgage Bonds in the series and subseries shown above (the "2019 Series A Bonds," the "2019 Series B-1 Bonds," the "2019 Series B-2 Bonds" and, together with the 2019 Series B-1 Bonds, the "2019 Series B Bonds", the "2019 Series C Bonds" and, collectively, the "2019 Series ABC Bonds"). The 2019 Series ABC Bonds are being issued by the Authority pursuant to a Master Indenture of Trust dated as of October 1, 2001, as amended (the "Master Indenture"), and a 2019ABC Series Indenture (together with the Master Indenture, the "Indenture"), each between the Authority and Zions Bancorporation, National Association, as Trustee. Proceeds of the 2019 Series ABC Bonds, together with other available funds, will be used to (i) refund certain obligations of the Authority which will make available funds to finance, together with other proceeds of the 2019 Series ABC Bonds, the purchase of certain mortgage-backed securities guaranteed by the Government National Mortgage Association and backed by mortgage loans and certain Second Mortgage Loans, (ii) fund a deposit to the respective accounts of the revenue fund and debt service reserve fund held under the Indenture and (iii) pay costs of issuance in accordance with the Indenture.

The 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C Bonds will be issued in denominations of \$5,000 or any integral multiples thereof. The 2019 Series B-2 Bonds will be issued in denominations of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

The 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C Bonds will bear interest at the fixed rates shown on the inside front cover. The 2019 Series B-2 Bonds will bear interest at a rate per annum determined prior to the date of delivery of the 2019 Series B-2 Bonds to be effective to and including the following Tuesday, and thereafter determined on each Tuesday by Barclays Capital Inc., in its capacity as the Remarketing Agent, to be effective from and including each Wednesday to and including the following Tuesday (the "Weekly Rate"). Following the initial Interest Period, the interest rate mode on the 2019 Series B-2 Bonds may be converted, at the election of the Authority, to a different interest rate mode as described herein. Interest on the 2019 Series ABC Bonds will be payable on each May 1 and November 1, commencing on May 1, 2019, on any redemption date and at maturity. Principal of the 2019 Series ABC Bonds is payable in the amounts and on the dates shown on the inside front cover, subject to prior redemption and purchase.

While any of the 2019 Series B-2 Bonds are in the Weekly Mode, owners of any such 2019 Series B-2 Bonds will have the right to tender their Bonds for purchase and will also be required to tender their Bonds for purchase at the times and subject to the conditions set forth in the Indenture and as described herein. Payment of the purchase price for 2019 Series B-2 Bonds tendered for purchase and not remarketed or for which remarketing proceeds are not available will be supported by a Standby Bond Purchase Agreement (referred to herein as the "Initial 2019B-2 Liquidity Facility") among the Authority, Barclays Bank PLC (the "2019B-2 Liquidity Facility Provider") and Zions Bancorporation, National Association, as trustee, paying agent and custodian. Coverage under the Initial 2019B-2 Liquidity Facility, unless extended or earlier terminated, is stated to expire on December 31, 2022. **Under certain circumstances described herein, the obligation of the 2019B-2 Liquidity Facility Provider to purchase the 2019 Series B-2 Bonds tendered for purchase under the Initial 2019B-2 Liquidity Facility or subject to mandatory purchase may be terminated or suspended and, in some of such circumstances, the termination or suspension of such obligation will be immediate and without notice to such owners. In such event of immediate termination or suspension, sufficient funds may not be available to purchase such 2019 Series B-2 Bonds. Neither the Authority nor the Remarketing Agent is obligated to purchase 2019 Series B-2 Bonds tendered by the owners of such 2019 Series B-2 Bonds or subject to mandatory purchase if remarketing proceeds and payments under the Initial 2019B-2 Liquidity Facility are insufficient to pay the purchase price of the 2019 Series B-2 Bonds. THIS OFFICIAL STATEMENT PROVIDES INFORMATION RELATING TO THE 2019 SERIES B-2 BONDS ONLY WHILE THEY BEAR INTEREST IN THE WEEKLY MODE AND ARE SUPPORTED BY THE INITIAL 2019B-2 LIQUIDITY FACILITY AND DOES NOT PROVIDE ANY INFORMATION REGARDING THE 2019 SERIES B-2 BONDS AFTER THE DATE, IF ANY, ON WHICH SUCH BONDS ARE CONVERTED TO A DIFFERENT INTEREST RATE MODE OR AN ALTERNATIVE LIQUIDITY FACILITY IS SUBSTITUTED FOR THE INITIAL 2019B-2 LIQUIDITY FACILITY.**

The 2019 Series ABC Bonds, when issued, will be registered in the name of Cede & Co., as holder of the 2019 Series ABC Bonds and nominee of The Depository Trust Company, New York, New York. One fully registered bond equal to the principal amount of the 2019 Series ABC Bonds of each maturity will be registered in the name of Cede & Co. Individual purchases of 2019 Series ABC Bonds will be made in book-entry form only, and beneficial owners of the 2019 Series ABC Bonds will not receive physical delivery of bond certificates representing their interest in the 2019 Series ABC 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 2019 Series ABC Bonds. Payments of principal and interest on the 2019 Series ABC 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 2019 Series ABC Bonds is the responsibility of the DTC participants and the indirect participants, as more fully described herein.

SEE MATURITY SCHEDULES ON INSIDE FRONT COVER

The 2019 Series ABC Bonds are subject to redemption prior to their respective stated maturities at the times, under the conditions, and at the prices set forth herein. For further details, see "PART I—TERMS OF THE 2019 SERIES ABC BONDS."

The Master Indenture provides for four classes of Bonds or Auxiliary Obligations thereunder: Class I, Class II, Class III and Class IV Obligations. The 2019 Series ABC 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 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 2019 Series ABC 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 2019 Series ABC Bonds).**

This cover page contains certain information for quick reference only. It is not a summary of the 2019 Series ABC Bonds. Investors must read the entire Official Statement to obtain information essential to the making of an informed investment decision. Capitalized terms used herein and not defined have the meanings specified in the Indenture. See "SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE" in Appendix A to this Official Statement.

The 2019 Series ABC Bonds are offered when, as and if issued and delivered to the firms listed below (the "Underwriters"), subject to the approval of legality by Kutak Rock LLP, Bond Counsel to the Authority, and certain other conditions. Certain legal matters will be passed on for the Authority by Charles K. Knight, Esq., its General Counsel. Certain legal matters will be passed on for the 2019 B-2 Liquidity Facility Provider by McDermott Will & Emery LLP. The Underwriters are being represented in connection with their purchase of the 2019 Series ABC Bonds by their counsel, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. CSG Advisors Incorporated is serving as municipal advisor to the Authority in connection with the offering of the 2019 Series ABC Bonds. Subject to prevailing market conditions, the Underwriters intend, but are not obligated, to make a market in the 2019 Series ABC Bonds. For details of the Underwriters' compensation, see "PART I—UNDERWRITING" herein. It is expected that the 2019 Series ABC Bonds will be delivered (through DTC) in New York, New York on or about January 3, 2019.

Barclays[†]
BofA Merrill Lynch
Stifel

RBC Capital Markets
George K. Baum & Company
Wells Fargo Securities

This Official Statement is dated November 27, 2018.

[†] Sole underwriter of the 2019 Series B-2 Bonds is Barclays Capital Inc.

MATURITY SCHEDULES

COLORADO HOUSING AND FINANCE AUTHORITY

Single Family Mortgage

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

\$16,035,000

Class I Bonds

2019 Series A (AMT)

\$16,035,000 Serial Bonds (Price of each Maturity: 100%)

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP[†]</u>	<u>Maturity (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP[†]</u>
2019	\$ 355,000	2.20%	W21	2019	\$ 720,000	2.30%	W39
2020	740,000	2.40	W47	2020	760,000	2.50	W54
2021	780,000	2.60	W62	2021	800,000	2.70	W70
2022	820,000	2.80	W88	2022	840,000	2.90	W96
2023	865,000	3.00	X20	2023	885,000	3.05	X38
2024	910,000	3.10	X46	2024	930,000	3.15	X53
2025	955,000	3.25	X61	2025	980,000	3.35	X79
2026	1,005,000	3.45	X87	2026	1,030,000	3.50	X95
2027	1,060,000	3.55	Y29	2027	--		
2029	1,600,000	3.70	Y37				

\$30,000,000

Federally Taxable

Class I Bonds

2019 Series B-1

\$19,600,000 Serial Bonds (Price of each Maturity: 100%)

<u>Maturity (May 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP[†]</u>	<u>Maturity (November 1)</u>	<u>Principal Amount</u>	<u>Interest Rate</u>	<u>CUSIP[†]</u>
2027	--			2027	\$1,085,000	3.90%	Y45
2028	\$1,115,000	3.99%	Y52	2028	1,145,000	4.04	Y60
2029	1,170,000	4.10	Y78	2029	1,205,000	4.16	Y86
2030	1,235,000	4.21	Y94	2030	1,265,000	4.26	Z28
2031	1,300,000	4.32	Z36	2031	1,330,000	4.36	Z44
2032	1,365,000	4.42	Z51	2032	1,400,000	4.45	Z69
2033	1,440,000	4.49	Z77	2033	1,475,000	4.52	Z85
2034	1,515,000	4.56	Z93	2034	1,555,000	4.59	2A6

\$10,400,000 of 4.70% Term Bonds due November 1, 2038 – Price: 100%; CUSIP[†]: 2B4

[†] 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 2019 Series ABC Bonds.

COLORADO HOUSING AND FINANCE AUTHORITY
Single Family Mortgage
(CUSIP six digit issuer no. 196479[†])

\$20,000,000
Federally Taxable
Class I Adjustable Rate Bonds
2019 Series B-2

\$20,000,000 of Class I Adjustable Rate Bonds due November 1, 2044 – Price: 100%; CUSIP[†]: 2E8

\$36,935,000
Class I Bonds
2019 Series C (Non-AMT)

\$21,935,000 4.25% Class I Term Bonds due May 1, 2049 – Price: 105.669% (PAC Bond) CUSIP[†]: 2D0
\$15,000,000 4.75% Class I Term Bonds due May 1, 2049 – Price: 107.904% (PAC Bond) CUSIP[†]: 2C2

[†] 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 2019 Series ABC 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 2019 Series ABC 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, their 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 2019 Series ABC 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 2019 Series ABC Bonds, the Mortgage Loans, the MBS or any other bonds or obligations of the Authority. References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the readers' convenience. Unless specified otherwise, such websites and the information or links contained therein are not incorporated into, and are not part of, this Official Statement.

THE PRICE AT WHICH THE 2019 SERIES ABC BONDS ARE OFFERED TO THE PUBLIC BY THE UNDERWRITERS (AND THE YIELD RESULTING THEREFROM) MAY VARY FROM THE INITIAL PUBLIC OFFERING PRICE APPEARING ON THE INSIDE FRONT COVER HEREOF. IN ADDITION, THE UNDERWRITERS MAY ALLOW CONCESSIONS OR DISCOUNTS FROM SUCH INITIAL PUBLIC OFFERING PRICE TO DEALERS AND OTHERS. IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVERALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 2019 SERIES ABC 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 2019 Series ABC 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.

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.

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

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OFFICIAL STATEMENT

**COLORADO HOUSING AND FINANCE AUTHORITY
Single Family Mortgage**

\$16,035,000 Class I Bonds 2019 Series A (AMT)	\$30,000,000 Federally Taxable Class I Bonds 2019 Series B-1	\$20,000,000 Federally Taxable Class I Adjustable Rate Bonds 2019 Series B-2	\$36,935,000 Class I Bonds 2019 Series C (Non-AMT)
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PART I

INTRODUCTION

This Official Statement, which includes the 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 by the Authority of its Single Family Mortgage Bonds in the series and subseries shown above (the “**2019 Series A Bonds**,” the “**2019 Series B-1 Bonds**,” the “**2019 Series B-2 Bonds**” and, together with the 2019 Series B-1 Bonds, the “**2019 Series B Bonds**,” the “**2019 Series C Bonds**” and, collectively, the “**2019 Series ABC Bonds**”). The 2019 Series ABC Bonds are being issued pursuant to the Master Indenture of Trust dated as of October 1, 2001, as amended (the “**Master Indenture**”), and the 2019ABC Series Indenture dated as of January 1, 2019 (the “**2019ABC Series Indenture**” and, together with the Master Indenture, the “**Indenture**”), each between the Authority and Zions Bancorporation, National Association (formerly, Zions First National Bank), as Trustee (the “**Trustee**”). Capitalized terms used herein and not defined have the meanings specified in the Indenture. See “SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE” in Appendix A to this Official Statement.

*This Part I provides a description of the terms of the 2019 Series ABC Bonds, the sources and uses of funds in connection with the 2019 Series ABC Bonds, certain program assumptions and other matters specifically related to the offering and issuance of the 2019 Series ABC Bonds. Part II provides general background information about the Authority, a description of the assets and moneys in the Trust Estate pledged to secure all of the Bonds issued, and which in the future may be issued, under the Master Indenture (including the 2019 Series ABC Bonds), certain risks associated with such Bonds and Trust Estate and an overview of the Authority’s Single Family Mortgage Program pursuant to which Mortgage Loans relating to the Trust Estate (either individually or supporting mortgage-backed securities (“**MBS**”)) have been and will be purchased.*

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, 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 the 2019 Series ABC 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 2019 Series ABC 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.” 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. Proceeds of the 2019 Series ABC Bonds may not be used to finance any activities of the Authority other than those 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 attached as Appendix G hereto.*

Authority for Issuance

The 2019 Series ABC 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 2019 Series ABC Bonds are being issued and secured under the Indenture.

Purposes of the 2019 Series ABC Bonds

Proceeds of the 2019 Series ABC Bonds, together with other available funds, are expected to be used to (i) finance Mortgage Loans (or participations therein) indirectly through the acquisition of certain portfolios of mortgage-backed securities guaranteed by the Government National Mortgage Association (the “**2019ABC GNMA MBS**”) and fund Second Mortgage Loans (the “**2019ABC Second Mortgage Loans**”), and (ii) pay a portion of the costs of issuance in accordance with the 2019 Series ABC Indenture. Other available funds of the Authority will be used to (i) pay a portion of the costs of issuance in connection with the 2019 Series ABC Bonds, and (ii) fund a deposit to the 2019 ABC subaccount of the Revenue Fund. Collectively, the Mortgage Loans (or participations therein) underlying the 2019ABC GNMA MBS and the 2019ABC Second Mortgage Loans are referred to herein as the “**2019ABC Mortgage Loans.**”

Description of the 2019 Series ABC Bonds

Interest Rates and Payments; Authorized Denominations. Interest on the 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C Bonds (collectively, the “**Fixed Rate Bonds**”) is payable at the rates shown on the inside front cover hereof on May 1, 2019 and thereafter semiannually on May 1 and November 1 of each year, to be computed on the basis of a 360-day year of twelve 30-day months. See “PART I—TERMS OF THE 2019 SERIES ABC BONDS—General Terms.” The Fixed Rate Bonds are to be issued in denominations of \$5,000 and any integral multiple thereof. Principal of the Fixed Rate Bonds is payable in the amounts and on the dates shown on the inside front cover hereof, subject to prior redemption.

The 2019 Series B-2 Bonds initially will bear interest at a Weekly Rate. While in a Weekly Mode, interest on the 2019 Series B-2 Bonds will be determined and adjusted weekly, payable semiannually on May 1 and November 1 of each year, commencing May 1, 2019, as described in “PART I—TERMS OF THE 2019 SERIES ABC BONDS—*Interest-General*—2019 Series B-2 Bonds” and will be computed on the basis of a 365-day year or a 366-day year, as applicable, for the number of days actually elapsed. The 2019 Series B-2 Bonds bearing interest at a Weekly Rate are to be issued in authorized denominations of \$100,000 or integral multiples of \$5,000 in excess of \$100,000. Principal of the 2019 Series B-2 Bonds is payable in the amounts and on the dates shown on the inside front cover hereof, subject to prior redemption or purchase. The Authority may change the interest rate mode with respect to the 2019 Series B-2 Bonds from the Weekly Mode to the Daily Mode, Term Rate Mode or Fixed Rate Mode. **THIS OFFICIAL**

STATEMENT PROVIDES INFORMATION RELATING TO THE 2019 SERIES B-2 BONDS ONLY WHILE THEY BEAR INTEREST IN THE WEEKLY MODE AND ARE SUPPORTED BY THE INITIAL 2019B-2 LIQUIDITY FACILITY AND DOES NOT PROVIDE ANY INFORMATION REGARDING THE 2019 SERIES B-2 BONDS AFTER THE DATE, IF ANY, ON WHICH SUCH BONDS ARE CONVERTED TO A DIFFERENT INTEREST RATE MODE OR AN ALTERNATIVE LIQUIDITY FACILITY IS SUBSTITUTED FOR THE INITIAL 2019B-2 LIQUIDITY FACILITY.

Redemption and Tender. Certain of the 2019 Series ABC Bonds are subject to special, optional and mandatory sinking fund redemption prior to maturity. The 2019 Series B-2 Bonds are also subject to optional and mandatory tender for purchase, as described under “PART I—TERMS OF THE 2019 SERIES ABC BONDS.” See “PART II—CERTAIN BONDOWNERS’ RISKS—Considerations Regarding Redemption at Par.”

For a more complete description of the 2019 Series ABC Bonds and the Indenture pursuant to which such 2019 Series ABC Bonds are being issued, see “PART I—TERMS OF THE 2019 SERIES ABC BONDS” and Appendix A—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER 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, the Mortgage Loans and the MBS (collectively, the “**Trust Estate**”). See “PART I—CERTAIN PROGRAM ASSUMPTIONS,” “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 October 1, 2018, Bonds issued under the Master Indenture were outstanding in an aggregate principal amount of \$655,231,571, including \$587,371,571 for the Class I Bonds and \$67,860,000 for the Class II Bonds. No Class III Bonds or Class IV Bonds, and no Bonds designated General Obligations of the Authority, were outstanding under the Master Indenture as of such date. See “PART I—PLAN OF FINANCE” and **Appendix B-1**—“THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS.”

The 2019 Series ABC 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 2019 Series ABC Bonds are being issued as Class II, Class III or Class IV Obligations. The 2019 Series ABC Bonds are not being designated as General Obligations of the Authority. As part of the Trust Estate, the 2019 Series ABC Bonds will be secured by the Debt Service Reserve Fund established under the Master Indenture. See “PART I—CERTAIN PROGRAM ASSUMPTIONS—Debt Service Reserve Fund Requirement.” See “PART II—SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS.” **In no event shall the 2019 Series ABC 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 2019 Series ABC Bonds).**

Upon delivery of the 2019 Series ABC Bonds, the Authority will enter into a Standby Bond Purchase Agreement to establish an initial liquidity facility for the 2019 Series B-2 Bonds (the “**Initial**

2019B-2 Liquidity Facility”) with Barclays Bank PLC, as the initial standby bond purchaser (referred to herein as the **“2019B-2 Liquidity Facility Provider”**). See **Appendix C**—“SUMMARY OF CERTAIN PROVISIONS OF THE INITIAL 2019B-2 LIQUIDITY FACILITY and **Appendix D**—“CERTAIN INFORMATION CONCERNING THE 2019B-2 LIQUIDITY FACILITY PROVIDER.” The Authority may replace the Initial 2019B-2 Liquidity Facility with a new Liquidity Facility (an **“Alternate Liquidity Facility”**) in accordance with the procedures set forth in the Indenture. See “PART II—SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS—Liquidity Facilities.” UNDER CERTAIN CIRCUMSTANCES, THE OBLIGATION OF THE 2019B-2 LIQUIDITY FACILITY PROVIDER TO PURCHASE THE 2019 SERIES B-2 BONDS TENDERED BY THE OWNERS THEREOF OR SUBJECT TO MANDATORY PURCHASE MAY BE TERMINATED OR SUSPENDED AND, IN SOME OF SUCH CIRCUMSTANCES, THE TERMINATION OR SUSPENSION OF SUCH OBLIGATION WILL BE IMMEDIATE, AUTOMATIC AND WITHOUT NOTICE TO SUCH OWNERS. IN SUCH EVENT OF IMMEDIATE TERMINATION, SUFFICIENT FUNDS MAY NOT BE AVAILABLE TO PURCHASE SUCH 2019 SERIES B-2 BONDS TENDERED BY THE OWNERS OF SUCH 2019 SERIES B-2 BONDS OR SUBJECT TO MANDATORY PURCHASE. IN ADDITION, THE INITIAL 2019B-2 LIQUIDITY FACILITY DOES NOT PROVIDE SECURITY FOR THE PAYMENT OF PRINCIPAL OF OR INTEREST ON THE 2019 SERIES B-2 BONDS. **Neither the Authority nor the Remarketing Agent is obligated to purchase 2019 Series B-2 Bonds so tendered or subject to mandatory purchase if remarketing proceeds or payments under the Initial 2019B-2 Liquidity Facility are insufficient to pay the purchase price of such 2019 Series B-2 Bonds.**

Investment Considerations

The purchase and ownership of the 2019 Series ABC Bonds involve investment risks. Prospective purchasers of the 2019 Series ABC 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 2019 Series ABC Bonds, see “PART II—CERTAIN BONDOWNERS’ RISKS.”

Additional Information

Additional information may be requested from the Authority’s Chief Financial Officer at 1981 Blake Street, Denver, Colorado 80202, phone: (303) 297-2432.

TERMS OF THE 2019 SERIES ABC BONDS

General Terms

Principal Payments. Principal of the 2019 Series ABC Bonds is payable in the amounts and on the dates shown on the inside front cover hereof, subject to prior redemption.

Authorized Denominations. The Fixed Rate Bonds will be issued in denominations of \$5,000 or any integral multiple thereof. The 2019 Series B-2 Bonds will be issued in denominations of \$100,000 or integral multiples of \$5,000 in excess of \$100,000.

Book-Entry System. DTC will act as securities depository for the 2019 Series ABC Bonds. The ownership of one fully registered 2019 Series ABC Bond for each maturity as set forth on the inside cover, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as nominee for DTC. The principal or redemption price of the 2019 Series ABC Bonds is payable to Cede & Co. Information concerning the book-entry system provided by DTC is set forth in **Appendix H** — “BOOK-ENTRY SYSTEM.” **So long as the 2019 Series ABC Bonds are registered in the DTC book-entry form described in Appendix H hereto, each Beneficial Owner of a 2019 Series ABC Bond**

should make arrangements with a Participant in DTC to receive notices or communications with respect to matters concerning the 2019 Series ABC Bonds.

Defeasance and Discharge. The Master Indenture provides the Authority with the right to discharge the pledge and lien created by the Indenture with respect to any 2019 Series ABC 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 and to become due on such 2019 Series ABC Bonds on and prior to the maturity or redemption thereof, subject to any additional covenants made in the 2019 ABC Series Indenture. See **Appendix A**—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE—Defeasance.”

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**—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE—Redemption Fund.” Cross calls of any Related Series of Bonds, including the 2019 Series ABC Bonds, with any Mortgage Repayments or Prepayments of the 2019ABC Mortgage Loans are permitted by the Indenture. In addition, cross calls of the 2019 Series ABC Bonds with any Mortgage Repayments or Prepayments on Mortgage Loans securing any Series of Bonds other than the 2019 Series ABC Bonds are permitted except that no such Mortgage Repayments or Prepayments may be applied to the redemption of the 2019 Series C Bonds maturing on May 1, 2049 and bearing interest at 4.25% per annum (the “**4.25% PAC Bonds**”) and the 2019 Series C Bonds maturing on May 1, 2049 bearing interest at 4.75% per annum (the “**4.75% PAC Bonds**”) and, together with the 4.25% PAC Bonds, the “**PAC Bonds**”) so as to reduce the Aggregate Principal Amount of the Outstanding PAC Bonds below the respective amounts shown in the columns entitled “100% SIFMA Outstanding Balance of 4.25% PAC Bonds” and “100% SIFMA Outstanding Balance of 4.75% PAC Bonds” (each, the “**100% SIFMA Outstanding Balance**”) for the applicable PAC Bond and applicable semiannual period as set forth in the table in “Prior Redemption—Special Redemption of 2019 Series ABC Bonds” under this caption.

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 2019 Series ABC Bonds, the Authority may direct the Trustee or the Paying Agent to purchase such 2019 Series ABC 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 2019 Series ABC Bonds. See **Appendix A**—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE.”

Interest—General

The Fixed Rate Bonds. The Fixed Rate Bonds will bear interest at the rates shown on the inside front cover of this Official Statement, computed on the basis of a 360-day year of twelve 30-day months. Interest on the Fixed Rate Bonds will be payable on each May 1 and November 1 commencing on May 1, 2019, on any redemption date (as applicable) and at maturity.

2019 Series B-2 Bonds. The 2019 Series B-2 Bonds initially bear interest at a rate per annum to be determined by the Remarketing Agent on the day prior to the date of delivery of 2019 Series B-2 Bonds

to be effective to and including the following Tuesday and, thereafter, on each Tuesday, to be effective from and including each Wednesday to and including the following Tuesday, in accordance with the Indenture (the “**Weekly Rate**”). The Authority may elect at any time to adjust the interest rate on the 2019 Series B-2 Bonds or any portion thereof to a Daily Rate or Term Rate, or may convert such 2019 Series B-2 Bonds to bear interest at Fixed Rates until their respective maturities or prior redemption or purchase, as described under “Description of the 2019 Series B-2 Bonds” below. While the 2019 Series B-2 Bonds bear interest at a Weekly Rate, interest is payable on each May 1 and November 1, commencing May 1, 2019, on any redemption date or Mandatory Purchase Date and on the maturity date and is to be calculated on the basis of a 365/366-day year for the actual number of days elapsed.

This Official Statement describes the 2019 Series B-2 Bonds only while bearing interest at a Weekly Rate and are supported by the Initial 2019B-2 Liquidity Facility. If any of the 2019 Series B-2 Bonds are converted to a Mode other than a Weekly Mode or an Alternative Liquidity Facility is substituted for the Initial 2019B-2 Liquidity Facility, a reoffering document will be prepared in connection with such Conversion or change in Mode or substitution.

Prior Redemption

Special Redemption with Unexpended Proceeds. The 2019 Series ABC Bonds are subject to special 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, except that the PAC Bonds shall be redeemed at a Redemption Price that maintains the original yield on the PAC Bonds (as calculated by the Authority, which calculation, once made and the Redemption Price communicated to the Trustee, shall be conclusive on all parties) plus accrued interest to the date of redemption, at any time from amounts equal to moneys transferred from the 2019 Series ABC subaccount of the Acquisition Account to the 2019 Series ABC subaccount of the Redemption Fund. The Indenture requires that the Trustee so transfer amounts representing proceeds of the 2019 Series A Bonds and the 2019 Series C Bonds equal to \$250,000 or more which are not used to purchase 2019ABC Mortgage Loans and remain on deposit in the 2019 Series ABC subaccount of the Acquisition Account pursuant to an Authority Request filed with the Trustee stating that the Authority no longer reasonably expects to apply the amount to be transferred for any such purpose. Such amounts are to be transferred not later than August 1, 2019 for the redemption of the 2019 Series A Bonds and the 2019 Series C Bonds, provided that the Indenture permits the Authority to extend such date to a later date or dates not later than June 2, 2022 as to all or any part of such moneys, if the Authority has filed with the Trustee an Authority Request specifying such later date or dates for such withdrawal, accompanied by a Cash Flow Statement (unless the principal amount and term of such extension are covered by a previous Cash Flow Statement). See “PART I—CERTAIN PROGRAM ASSUMPTIONS—Characteristics of 2019ABC GNMA MBS” and “—2019ABC Second Mortgage Loans” and “PART II—CERTAIN BONDOWNERS’ RISKS—Special Considerations Relative to Loan/MBS Origination.”

Special Redemption of the 2019 Series ABC Bonds.

Prepayments, Excess Revenues and Debt Service Reserve Fund Reductions. The 2019 Series ABC Bonds are subject to redemption prior to their respective stated maturities 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 Revenues of the 2019ABC Mortgage Loans and excess funds deposited in the 2019 Series ABC subaccount of the Class I Redemption Account pursuant to the Master Indenture. See **Appendix A**—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE—Revenue Fund.” In certain cases Mortgage Repayments and Prepayments are required under Federal tax law to be used to redeem Bonds, as described under “PART I—TAX MATTERS—General.”

Moneys deposited in or transferred to the 2019 Series ABC subaccount of the Class I Special Redemption Account shall be applied to redeem 2019 Series ABC Bonds as follows:

FIRST: such amounts shall be applied to redeem the PAC Bonds until the Aggregate Principal Amount of the Outstanding PAC Bonds is equal to the respective amounts shown in the columns entitled “100% SIFMA Outstanding Balance of 4.25% PAC Bonds” and “100% SIFMA Outstanding Balance of 4.75% PAC Bonds” (each, the “100% SIFMA Outstanding Balance”) for the applicable PAC Bonds and the applicable semiannual period as set forth in the table below;

SECOND: after applying the amounts as described in clause FIRST above, any remaining amounts may be applied to the redemption of 2019 Series ABC Bonds other than PAC Bonds, of such maturities and in such amounts as directed by the Authority (or, in the absence of such direction, on a pro rata by maturity basis) until the Aggregate Principal Amount of the 2019 Series ABC Bonds Outstanding is equal to the amount shown in the column “400% SIFMA Outstanding Balance of 2019 Series ABC Bonds” (the “400% SIFMA Outstanding Balance”) for the applicable semiannual period as set forth in the table below; and

THIRD: after applying the amounts as described in clauses FIRST and SECOND above, any remaining amounts may be applied to the redemption of any 2019 Series ABC Bonds, including the PAC Bonds, provided that the percentage of such remaining amounts so applied to redeem PAC Bonds may not exceed the ratio of the respective Aggregate Principal Amounts of Outstanding PAC Bonds to the Aggregate Principal Amount of Outstanding 2019 Series ABC Bonds prior to such redemption (unless otherwise required by Federal tax law).

Such redemptions may occur at such times and with such frequency as the Authority elects, provided that any redemptions described in clause FIRST above must occur at least once during each semiannual period commencing with the semiannual period ending on May 1, 2019 to the extent moneys in the 2019 Series ABC subaccount of the Class I Special Redemption Account are legally available therefor. To the extent PAC Bonds are to be redeemed on a date that is not a Stated Interest Payment Date, the 100% SIFMA Outstanding Balance of the applicable PAC Bonds and the 400% SIFMA Outstanding Balance of 2019 Series ABC Bonds as set forth in the table below shall be deemed to be the respective amounts determined by interpolating such respective Outstanding Balances, using the straight-line method, by reference to the respective Outstanding Balances for the Semi-Annual Period Ending dates listed in the table below which are immediately prior to and immediately subsequent to such redemption date, and the number of calendar days elapsed since the Semi-Annual Period Ending date which is immediately prior to such redemption date.

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Semi-Annual Period Ending	100% SIFMA Outstanding Balance of 4.25% PAC Bonds	100% SIFMA Outstanding Balance of 4.75% PAC Bonds	400% SIFMA Outstanding Balance of 2019 Series ABC Bonds
Closing Date	\$21,935,000	\$15,000,000	\$102,970,000
May 1, 2019	21,845,000	14,940,000	102,330,000
November 1, 2019	21,370,000	14,615,000	98,745,000
May 1, 2020	20,745,000	14,190,000	92,740,000
November 1, 2020	19,585,000	13,395,000	84,665,000
May 1, 2021	18,035,000	12,335,000	74,985,000
November 1, 2021	16,255,000	11,120,000	64,645,000
May 1, 2022	14,535,000	9,940,000	55,530,000
November 1, 2022	12,885,000	8,815,000	47,640,000
May 1, 2023	11,325,000	7,750,000	40,805,000
November 1, 2023	9,840,000	6,735,000	34,895,000
May 1, 2024	8,435,000	5,770,000	29,775,000
November 1, 2024	7,100,000	4,860,000	25,345,000
May 1, 2025	5,840,000	4,000,000	21,505,000
November 1, 2025	4,650,000	3,190,000	18,185,000
May 1, 2026	3,530,000	2,420,000	15,290,000
November 1, 2026	2,485,000	1,705,000	12,780,000
May 1, 2027	1,505,000	1,035,000	10,600,000
November 1, 2027	595,000	410,000	8,710,000
May 1, 2028	--	--	7,065,000
November 1, 2028	--	--	5,995,000
May 1, 2029	--	--	5,020,000
November 1, 2029	--	--	3,860,000
May 1, 2030	--	--	2,855,000
November 1, 2030	--	--	1,975,000
May 1, 2031	--	--	1,205,000
November 1, 2031	--	--	535,000
May 1, 2032	--	--	--

If 2019 Series ABC Bonds are redeemed from unexpended proceeds pursuant to the Indenture, then (A) each amount set forth in the “100% SIFMA Outstanding Balance of 4.25% PAC Bonds” and “100% SIFMA Outstanding Balance of 4.75% PAC Bonds” columns in the table above shall be reduced by a fraction (i) the numerator of which is the principal amount of the respective PAC Bonds remaining Outstanding after such redemption and (ii) the denominator of which is the original principal amount of the respective PAC Bonds, rounded to the nearest \$5,000 denomination, and (B) each amount set forth in the 400% SIFMA Outstanding Balance of 2019 Series ABC Bonds column in the table above shall be reduced by a fraction (i) the numerator of which is the principal amount of the 2019 Series ABC Bonds remaining Outstanding after such redemption and (ii) the denominator of which is the original principal amount of the 2019 Series ABC Bonds, rounded to the nearest \$5,000 denomination.

Notwithstanding the provisions of the Master Indenture:

(a) no moneys in the 2019 Series ABC subaccount of the Revenue Fund shall be deposited into the 2019 Series ABC subaccount of the Loan Recycling Account until there has been deposited into the 2019 Series ABC subaccount of the Class I Special Redemption Account amounts sufficient to redeem PAC Bonds pursuant to clause FIRST described above;

(b) Mortgage Repayments or Prepayments received in respect of the 2019ABC Mortgage Loans shall not be applied to the payment of Class I Bonds other than the 2019 Series ABC Bonds until there has been deposited into the 2019 Series ABC subaccount of the Class I Special Redemption Account amounts sufficient to redeem PAC Bonds pursuant to clause FIRST described above for the applicable Semi-Annual Period; and

(c) moneys transferred to the 2019 Series ABC subaccount of the Class I Special Redemption Account pursuant to the Master Indenture shall not be required to be used on the earliest practicable date to redeem 2019 Series ABC Bonds as described above, but shall be used to redeem 2019 Series ABC Bonds only upon Authority Request.

Prior to each special redemption date for the 2019 Series ABC Bonds, 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 2019 Series ABC Bonds for redemption and to mail redemption notices within the time periods required by the Indenture.

It is anticipated that moneys will be available to redeem 2019 Series ABC Bonds without premium in accordance with the preceding paragraphs. 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.” See also “PART I—TERMS OF THE 2019 SERIES ABC BONDS—General Terms—Cross Calls or Recycling.”

Mandatory Sinking Fund Redemption for 2019 Series B-1 Bonds. The 2019 Series B-1 Bonds maturing on November 1, 2038 shall be redeemed prior to their maturity, in part, by payment of 2019ABC 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 2019 Series B-1 Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date as follows:

2019 Series B-1 Bonds maturing on November 1, 2038

Year (May 1)	Class I Sinking Fund Installment	Year (November 1)	Class I Sinking Fund Installment
2035	\$1,500,000	2035	\$1,225,000
2036	1,255,000	2036	1,290,000
2037	1,325,000	2037	1,355,000
2038	1,390,000	2038 [†]	1,060,000

[†] Maturity Date

Pursuant to the Master Indenture, upon any purchase pursuant to the Indenture or redemption (other than mandatory sinking fund redemption) of the 2019 Series B-1 Bonds for which 2019ABC Class I Sinking Fund Installments have been established, there shall be credited toward each 2019ABC Class I Sinking Fund Installment thereafter to become for such 2019 Series B-1 Bonds due an amount bearing the same ratio to such 2019ABC Class I Sinking Fund Installment as (i) the total principal amount of such 2019 Series B-1 Bonds so purchased or redeemed bears to (ii) the aggregate principal amount of such 2019 Series B-1 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 2019ABC Class I Sinking Fund Installments upon any such purchase or redemption of such PAC Bonds and certifying that such request is consistent with the most recently filed Cash Flow Statement Related to the 2019 Series ABC Bonds, then such 2019ABC Class I Sinking Fund Installments shall be so credited as shall be provided in such Authority Request.

Mandatory Sinking Fund Redemption for 2019 Series B-2 Bonds. The 2019 Series B-2 Bonds shall be redeemed prior to their maturity, in part, by payment of 2019ABC 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 2019 Series B-2 Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date as follows:

2019 Series B-2 Bonds maturing on November 1, 2044

Year (May 1)	Class I Sinking Fund Installment	Year (November 1)	Class I Sinking Fund Installment
2039	\$1,140,000	2039	\$1,505,000
2040	1,540,000	2040	1,580,000
2041	1,625,000	2041	1,665,000
2042	1,710,000	2042	1,755,000
2043	1,800,000	2043	1,845,000
2044	1,895,000	2044 [†]	1,940,000

[†] Maturity Date

Pursuant to the Master Indenture, upon any purchase pursuant to the Indenture or redemption (other than mandatory sinking fund redemption) of the 2019 Series B-2 Bonds for which 2019ABC Class I Sinking Fund Installments have been established, there shall be credited toward each 2019ABC Class I Sinking Fund Installment thereafter to become for such 2019 Series B-2 Bonds due an amount bearing the same ratio to such 2019ABC Class I Sinking Fund Installment as (i) the total principal amount of such 2019 Series B-2 Bonds so purchased or redeemed bears to (ii) the aggregate principal amount of such 2019 Series B-2 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 2019ABC Class I Sinking Fund Installments upon any such purchase or redemption of such 2019 Series B-2 Bonds and certifying that such request is consistent with the most recently filed Cash Flow Statement Related to the 2019 Series ABC Bonds, then such 2019ABC Class I Sinking Fund Installments shall be so credited as shall be provided in such Authority Request.

Mandatory Sinking Fund Redemption for 4.25% PAC Bonds. The 4.25% PAC Bonds shall be redeemed prior to their maturity, in part, by payment of 2019ABC 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 the 4.25% PAC Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date as follows:

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2019 Series C Bonds maturing on May 1, 2049 (4.25% PAC Bonds)

Year (May 1)	Class I Sinking Fund Installment	Year (November 1)	Class I Sinking Fund Installment
2035	\$ 180,000	2035	\$ 240,000
2036	280,000	2036	285,000
2037	290,000	2037	300,000
2038	305,000	2038	310,000
2039	320,000	2039	325,000
2040	335,000	2040	345,000
2041	350,000	2041	360,000
2042	370,000	2042	375,000
2043	385,000	2043	395,000
2044	405,000	2044	415,000
2045	1,585,000	2045	1,590,000
2046	1,660,000	2046	1,705,000
2047	1,750,000	2047	1,795,000
2048	1,840,000	2048	1,890,000
2049 [†]	1,550,000	2049	--

[†] Maturity Date

Pursuant to the Master Indenture, upon any purchase pursuant to the Indenture or redemption (other than mandatory sinking fund redemption) of the 4.25% PAC Bonds for which 2019ABC Class I Sinking Fund Installments have been established, there shall be credited toward each 2019ABC Class I Sinking Fund Installment thereafter to become for such 4.25% PAC Bonds due an amount bearing the same ratio to such 2019ABC Class I Sinking Fund Installment as (i) the total principal amount of such 4.25% PAC Bonds so purchased or redeemed bears to (ii) the aggregate principal amount of such 4.25% PAC 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 2019ABC Class I Sinking Fund Installments upon any such purchase or redemption of such 4.25% PAC Bonds and certifying that such request is consistent with the most recently filed Cash Flow Statement Related to the 2019 Series ABC Bonds, then such 2019ABC Class I Sinking Fund Installments shall be so credited as shall be provided in such Authority Request.

Mandatory Sinking Fund Redemption for 4.75% PAC Bonds. The 4.75% PAC Bonds shall be redeemed prior to their maturity, in part, by payment of 2019ABC 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 the 4.75% PAC Bonds or portions thereof to be redeemed, plus accrued interest to the redemption date as follows:

[Remainder of page left blank intentionally]

2019 Series C Bonds maturing on May 1, 2049 (4.75% PAC Bonds)

Year (May 1)	Class I Sinking Fund Installment	Year (November 1)	Class I Sinking Fund Installment
2035	\$ 125,000	2035	\$ 160,000
2036	190,000	2036	195,000
2037	200,000	2037	205,000
2038	210,000	2038	215,000
2039	220,000	2039	225,000
2040	230,000	2040	235,000
2041	240,000	2041	245,000
2042	250,000	2042	260,000
2043	265,000	2043	270,000
2044	275,000	2044	285,000
2045	1,080,000	2045	1,090,000
2046	1,135,000	2046	1,165,000
2047	1,195,000	2047	1,225,000
2048	1,260,000	2048	1,290,000
2049 [†]	1,060,000	2049	--

[†] Maturity Date

Pursuant to the Master Indenture, upon any purchase pursuant to the Indenture or redemption (other than mandatory sinking fund redemption) of the 4.75% PAC Bonds for which 2019ABC Class I Sinking Fund Installments have been established, there shall be credited toward each 2019ABC Class I Sinking Fund Installment thereafter to become for such 4.75% PAC Bonds due an amount bearing the same ratio to such 2019ABC Class I Sinking Fund Installment as (i) the total principal amount of such 4.75% PAC Bonds so purchased or redeemed bears to (ii) the aggregate principal amount of such 4.75% PAC 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 2019ABC Class I Sinking Fund Installments upon any such purchase or redemption of such 4.75% PAC Bonds and certifying that such request is consistent with the most recently filed Cash Flow Statement Related to the 2019 Series ABC Bonds, then such 2019ABC Class I Sinking Fund Installments shall be so credited as shall be provided in such Authority Request.

Optional Redemption—Fixed Rate Bonds. The Fixed Rate Bonds maturing on and after May 1, 2028 shall be subject to redemption prior to maturity at the option of the Authority from any source, on any day on or after November 1, 2027 in whole or in part in Authorized Denominations, at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption.

Optional Redemption—2019 Series B-2 Bonds. While in the Weekly Mode, the 2019 Series B-2 Bonds shall be subject to redemption prior to maturity at the option of the Authority from any source, on any date, in whole or in part in Authorized Denominations, at a Redemption Price equal to 100% of the principal amount thereof plus accrued interest thereon to the date of redemption.

Notice of Redemption. When any 2019 Series ABC 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, with respect to the Fixed Rate Bonds, not more than 60 days nor less than 25 days prior to the redemption date and with respect the 2019 Series B-2 Bonds in the Weekly Mode, not more than 30 days nor less than

15 days prior to the redemption date, to the Owner of each such 2019 Series ABC 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 2019 Series ABC Bond with respect to which no such failure or defect has occurred.

If DTC or its nominee is the registered owner of any 2019 Series ABC Bond to be redeemed, notice of redemption will only be given to DTC or its nominee as the registered owner of such 2019 Series ABC 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 2019 Series ABC Bond to be redeemed shall not affect the validity of the redemption of such 2019 Series ABC Bond. See Appendix H—"BOOK-ENTRY SYSTEM."

Selection of 2019 Series ABC Bonds for Partial Redemption. In the event of a partial redemption of 2019 Series ABC Bonds, the Authority shall direct (subject to the 2019ABC Series Indenture) the series, maturity or maturities, and the amounts thereof, so to be redeemed. If less than all of the 2019 Series ABC Bonds of like series and maturity are to be redeemed on any one date, the particular 2019 Series ABC Bonds or the respective portions thereof to be redeemed are to be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion deems fair and appropriate (except that Bank Bonds shall be redeemed prior to any other 2019 Series B-2 Bonds).

Projected Weighted Average Life—PAC Bonds. The following information is provided to allow potential investors to evaluate the PAC Bonds which are the subject of special redemption described in "Prior Redemption—Special Redemption of the 2019 Series ABC Bonds" under this caption. The weighted average life of a bond refers to the average length of time that will elapse from the date of issuance of such bond to the date each installment of principal is paid weighted by the principal amount of such installment. The weighted average life of the PAC Bonds will be influenced by, among other things, the rate at which principal payments (including scheduled payments and principal prepayments) are made on the 2019ABC Mortgage Loans. An investor owning less than all of the 4.25% PAC Bonds or 4.75% PAC Bonds may experience redemption at a rate that varies from the average life of such PAC Bonds.

Levels of prepayment on mortgage loans are commonly measured relative to a prepayment standard or model. The standard used in this Official Statement is The Standard Prepayment Model of The Securities Industry and Financial Markets Association, formerly The Bond Market Association and, prior thereto, the Public Securities Association (the "**PSA Prepayment Model**"). The PSA Prepayment Model represents an assumed monthly rate of prepayment of the then outstanding principal balance of a pool of mortgage loans. The PSA Prepayment Model does not purport to be either a historical description of the prepayment experience of any pool of mortgage loans or a prediction of the anticipated rate of prepayment of any pool of mortgage loans, including 2019ABC Mortgage Loans. "**100% PSA**" assumes prepayment rates of 0.2% per year of the then-unpaid balance of the pool of mortgage loans in the first month of the life of the pool of mortgage loans and an additional 0.2% per year in each month thereafter (for example, 0.4% per year in the second month) until the thirtieth month. Beginning in the thirtieth month and in each month thereafter during the life of the pool of mortgage loans, 100% PSA assumes a constant prepayment rate of 6% per year. Multiples will be calculated from this prepayment rate standard; e.g., "**200% PSA**" assumes prepayment rates will be 0.4% per year in month one, 0.8% per year in month two, reaching 12% per year in month 30 and remaining constant at 12% per year thereafter. "**0% PSA**" assumes no prepayments of principal of a pool of mortgage loans will occur for the life of the pool of mortgage loans.

The following table, entitled "Projected Weighted Average Life—PAC Bonds," assumes, among other things, that (i) the 2019ABC Mortgage Loans prepay at the indicated percentages of the PSA Prepayment Model, (ii) all scheduled principal and interest payments or prepayments on 2019ABC

Mortgage Loans are received 30 days after the date on which such payments are due or assumed to be made, (iii) the PAC Bonds are not redeemed pursuant to optional redemption, and (iv) redemptions from amounts on deposit in the 2019 Series ABC subaccount of the Class I Special Redemption Account occur semiannually on each May 1 and November 1 as described under the caption “TERMS OF THE 2019 SERIES ABC BONDS—Prior Redemption—*Special Redemption of the 2019 Series ABC Bonds*” . Based solely on such assumptions, some or all of which are unlikely to reflect actual experience, the following table provides projected weighted average life information for the PAC Bonds.

Projected Weighted Average Life – PAC Bonds		
PSA Prepayment	4.25% PAC Bonds Weighted Average Life (years)	4.75% PAC Bonds Weighted Average Life (years)
0%	16.1	16.1
25	12.8	12.8
50	8.9	8.9
75	6.4	6.4
100	4.9	4.9
150	4.9	4.9
200	4.9	4.9
300	4.9	4.9
400	4.9	4.9
500	3.4	3.4

No assurance can be given that prepayments of principal of the 2019ABC Mortgage Loans will conform to any level of a particular prepayment projection, schedule or model or that prepayments will be available to be applied to redemptions of any of the 2019 Series ABC Bonds, including the PAC Bonds. The rates of principal prepayments on Mortgage Loans are generally influenced by a variety of economic, geographical, social and other factors, including servicing decisions, changing property values, prevailing interest rates and the time within which Mortgage Loans are originated. In general, if prevailing interest rates fall significantly below the interest rates on the 2019ABC Mortgage Loans, such 2019ABC Mortgage Loans may be likely to prepay at higher rates than if prevailing interest rates remain at or above the interest rates on the 2019ABC Mortgage Loans. Conversely, if prevailing interest rates rise above the interest rates on the 2019ABC Mortgage Loans, the rate of prepayments might be expected to decrease. Foreclosures or repurchases of 2019ABC Mortgage Loans will also affect the expected special redemption schedules. The Authority cannot predict the number of 2019ABC Mortgage Loans that may become delinquent, repurchased or foreclosed. For these reasons, the Authority cannot offer any assurances as to the overall rate at which the 2019ABC Mortgage Loans will prepay and offers no assurance that the scheduled amounts will, in fact, be available to effect any redemptions described herein.

Description of the 2019 Series B-2 Bonds

Determination of Interest Rates. The interest rate for any 2019 Series B-2 Bond in the Weekly Mode shall be the rate of interest per annum determined by the Remarketing Agent on and as of the applicable Rate Determination Date as the minimum rate of interest which, in the opinion of the Remarketing Agent under then-existing market conditions, would result in the sale of such Bond on the Rate Determination Date at a price equal to the principal amount thereof, plus accrued and unpaid interest, if any. In determining such interest rate the Remarketing Agent shall take into account, to the extent applicable, (i) market interest rates for comparable securities held by tax-exempt or taxable (as applicable) open-end municipal bond funds or other institutional or private investors with substantial portfolios (a) with interest rate adjustment periods and demand purchase options substantially identical to the 2019 Series B-2 Bonds, (b) bearing interest at a variable rate intended to maintain par value, and (c) rated by a national

credit rating agency in the same category as the 2019 Series B-2 Bonds; (ii) other financial market rates and indices which may have a bearing on the interest rate (including, but not limited to, rates borne by commercial paper, Treasury Bills, commercial bank prime rates, certificate of deposit rates, federal fund rates, the London Interbank Offered Rate, indices maintained by The Bond Buyer, and other publicly available tax-exempt or taxable (as applicable) interest rate indices); (iii) general financial market conditions (including current forward supply); and (iv) factors particular to the Authority and the 2019 Series B-2 Bonds.

During the Weekly Mode, the Remarketing Agent shall establish the Weekly Rate by 4:00 p.m., New York City time, on each Rate Determination Date. The Weekly Rate shall be in effect (i) initially, from and including the first day the 2019 Series B-2 Bonds become subject to the Weekly Mode to and including the following Tuesday, and (ii) thereafter, from and including each Wednesday to and including the following Tuesday. The Remarketing Agent shall make the Weekly Rate available (i) after 4:00 p.m., New York City time, on the Rate Determination Date by telephone to any Owner or Notice Party requesting such rate and (ii) by Electronic Means to the Paying Agent on the Rate Determination Date. The Paying Agent shall give notice of such interest rates to the Trustee by Electronic Means not later than 4:00 p.m., New York City time, on the second Business Day immediately succeeding the Rate Determination Date. In no event shall the interest rate borne by such 2019 Series B-2 Bonds exceed the lesser of 12% per annum (or such other rate as may be provided in the Initial 2019B-2 Liquidity Facility) or the maximum rate of interest permitted by applicable law, which is the maximum rate (the “**Maximum Rate**”).

The determination by the Remarketing Agent of the interest rate to be borne by the 2019 Series B-2 Bonds (other than 2019 Series B-2 Bonds that are held by the 2019B-2 Liquidity Facility Provider, which, in accordance with the Initial 2019B-2 Liquidity Facility, shall bear interest at the Bank Rate) shall be conclusive and binding on the Owners of such 2019 Series B-2 Bonds and the other Notice Parties except as otherwise provided in the 2019ABC Series Indenture. Failure by the Remarketing Agent or the Trustee to give any notice required under the Indenture, or any defect in such notice, shall not affect the interest rate borne by the 2019 Series B-2 Bonds or the rights of the Owners thereof.

In the event (a) the Remarketing Agent fails or is unable to determine the interest rate or Interest Period with respect to any 2019 Series B-2 Bond, or (b) the method of determining the interest rate or Interest Period with respect to a 2019 Series B-2 Bond shall be held to be unenforceable by a court of law of competent jurisdiction, such Bond shall thereupon, until such time as the Remarketing Agent again makes such determination or until there is delivered a Counsel’s Opinion to the effect that the method of determining such rate is enforceable, bear interest from the last date on which such rate was determined in the case of clause (a) and from the date on which interest was legally paid in the case of clause (b), at a rate equal to the lesser of (x) the One-Month LIBOR Rate in effect on such Rate Determination Date plus 0.20% and (y) the Maximum Rate.

Change in Mode Period; Conversion. From time to time, by written notice to the Notice Parties as required under the Indenture, the Authority may effect a change in Mode with respect to all or any portion of the 2019 Series B-2 Bonds to the Daily Mode or Term Rate Mode (each, including the Weekly Mode and the Fixed Rate Mode, a “**Mode**”). The 2019ABC Series Indenture also provides that the Authority has the option to convert all or a portion of the 2019 Series B-2 Bonds to Bonds bearing interest at Fixed Rates, in accordance with the Indenture. Upon such conversion, a Fixed Rate Mode shall be in effect until the applicable Maturity Date, or acceleration thereof prior to such Maturity Date, and may not be changed to any other Mode. **This Official Statement describes the 2019 Series B-2 Bonds only while bearing interest in a Weekly Mode and while supported by the Initial 2019B-2 Liquidity Facility.**

Tender and Purchase of 2019 Series B-2 Bonds

Owner's Election to Tender. Subject to the mandatory purchase provisions described below, Owners of the 2019 Series B-2 Bonds in a Weekly Mode may elect to have their Bonds (or portions of those Bonds in amounts equal to an Authorized Denominations) purchased on any Business Day at a price equal to the Purchase Price upon delivery of an irrevocable written notice of tender or irrevocable telephonic notice of tender to the Remarketing Agent, promptly confirmed in writing to the Paying Agent, not later than 4:00 p.m., New York City time, on a Business Day not less than seven days before any Business Day selected by the owner of such Bond pursuant to the 2019ABC Series Indenture (the "**Purchase Date**") specified by the Owner in such notice. Such notices of tender shall state the CUSIP number, the Bond number and the principal amount of such Bond and that such Bond shall be purchased on the Purchase Date specified above. The Bond shall be delivered (with all necessary endorsements) at or before 12:00 noon, New York City time, on the Purchase Date to the Remarketing Agent; provided, however, that payment of the Purchase Price shall be made pursuant to the 2019ABC Series Indenture only if the Bond so delivered to the Remarketing Agent conforms in all respects to the description thereof in the notice described in the 2019ABC Series Indenture. Payment of the Purchase Price with respect to purchases under the 2019ABC Series Indenture shall be made to the Owners of tendered Bonds by wire transfer in immediately available funds by the Paying Agent by 3:00 p.m. New York City time on the Purchase Date. An Owner who gives the notice of tender as set forth above may repurchase the Bonds so tendered on such Purchase Date if the Remarketing Agent agrees to sell the Bonds so tendered to such Owner. If such Owner decides to repurchase such Bonds and the Remarketing Agent agrees to sell the specified Bonds to such Owner, the delivery requirements set forth above shall be waived.

Holders of 2019 Series B-2 Bonds may not elect to tender their Bonds from and after a failure by the 2019B-2 Liquidity Facility Provider to purchase any 2019 Series B-2 Bonds tendered or deemed tendered for purchase by the Owners thereof to and until the earlier of the related maturity date, redemption date, a date on which any of the 2019 Series B-2 Bonds are subject to mandatory purchase pursuant to the 2019ABC Series Indenture (the "**Mandatory Purchase Date**"), the date on which such failure is cured or the date of delivery of an Alternate Liquidity Facility.

Mandatory Tender and Purchase.

Mandatory Tender on Mode Change Dates. 2019 Series B-2 Bonds to be changed from one Mode to another Mode will be subject to mandatory tender for purchase on each day on which a new Mode for such 2019 Series B-2 Bonds begins (the "**Mode Change Date**") at a purchase price equal to 100% of the principal amount of any 2019 Series B-2 Bonds tendered for purchase plus accrued interest, if any, to the Purchase Date (the "**Purchase Price**"). Bonds purchased shall be delivered by the Owners (with all necessary endorsements) to the office of the Paying Agent in Salt Lake City, Utah, at or before 12:00 noon, New York City time, on the proposed Mode Change Date and payment of the Purchase Price shall be made by wire transfer of immediately available funds by 3:00 p.m. New York City time on such date. The Trustee shall give notice of such mandatory purchase 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, to the Owners of such 2019 Series B-2 Bonds subject to mandatory purchase, with a copy to the MSRB, no less than 15 days prior to the Mandatory Purchase Date. Such notice is to state the Mandatory Purchase Date, the Purchase Price, the numbers of the 2019 Series B-2 Bonds to be purchased if less than all of the 2019 Series B-2 Bonds owned by such Owner are to be purchased and that interest on such 2019 Series B-2 Bonds subject to mandatory purchase will cease to accrue from and after the Mandatory Purchase Date. The failure to transmit such notice with respect to any 2019 Series B-2 Bond shall not affect the validity of the mandatory purchase of any other 2019 Series B-2 Bond with respect to which such notice was mailed. Any notice transmitted as aforesaid will be conclusively presumed to have been given, whether or not actually received by any Owner. **So long as the 2019 Series B-2 Bonds are registered in the DTC**

book-entry system described in Appendix H to this Official Statement, such notices will be sent only to DTC's nominee.

Mandatory Purchase upon Termination, Replacement or Expiration of Liquidity Facility. If at any time the Trustee receives notice from the Authority or a Liquidity Facility Provider that 2019 Series B-2 Bonds having the benefit of a Liquidity Facility tendered for purchase shall, on the date specified in such notice, cease to be subject to purchase pursuant to such Liquidity Facility then in effect as a result of (i) the termination, replacement or expiration of the term, as extended, of a Liquidity Facility, including but not limited to termination at the option of the Authority in accordance with the terms of such Liquidity Facility, or (ii) the occurrence and continuance of certain specified events under such Liquidity Facility (i.e., on a Notice of Termination Date as defined in the Initial 2019B-2 Liquidity Facility), then such 2019 Series B-2 Bonds shall be purchased or deemed purchased at the Purchase Price.

Any purchase of the 2019 Series B-2 Bonds pursuant to the Indenture shall occur: (1) on the fifth Business Day preceding any expiration or termination of a Liquidity Facility without replacement by an Alternate Liquidity Facility, or on the fifth Business Day preceding the effective date of any termination of a Liquidity Facility as set forth in a Notice of Termination Date delivered to the Trustee as described in clause (ii) of the preceding paragraph; and (2) on the proposed date of the replacement of a Liquidity Facility in any case where an Alternate Liquidity Facility has been delivered to the Trustee pursuant to the Indenture.

The Trustee shall give notice of mandatory purchase pursuant to the Indenture 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, to the Owners of the 2019 Series B-2 Bonds subject to mandatory purchase, with a copy to the MSRB, no less than 15 days prior to the Mandatory Purchase Date (or in connection with a Mandatory Purchase Date described in clause (ii) of the second preceding paragraph, not less than three days prior to the Mandatory Purchase Date). The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on 2019 Series B-2 Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to transmit such notice with respect to any 2019 Series B-2 Bond shall not affect the validity of the mandatory purchase of any other 2019 Series B-2 Bond with respect to which notice was so transmitted. Any notice transmitted as described will be conclusively presumed to have been given, whether or not actually received by any Owner. 2019 Series B-2 Bonds purchased pursuant to the Indenture are to be delivered by the Owners (with all necessary endorsements) to the office of the Paying Agent in Salt Lake City, Utah, at or before 12:00 noon, New York City time, on the Mandatory Purchase Date, and payment of the Purchase Price of such 2019 Series B-2 Bonds is to be made by wire transfer in immediately available funds by the Paying Agent by 3:00 p.m. New York City time on such Mandatory Purchase Date.

Mandatory Purchase at the Direction of the Authority. When the Weekly Mode is in effect, and prior to any termination or expiration of a Liquidity Facility supporting the 2019 Series B-2 Bonds, the 2019 Series B-2 Bonds are subject to mandatory tender for purchase on any Business Day designated by the Authority, by written notice delivered as described below, with the consent of the Remarketing Agent and the Liquidity Facility Provider, at the Purchase Price, payable in immediately available funds. The Trustee is to give notice of mandatory purchase pursuant to the Indenture by first-class mail, or transmitted in such other manner (such as by readily available Electronic Means) as may be customary for the industry as directed in writing by the Authority, to the Owners of the 2019 Series B-2 Bonds subject to mandatory purchase, with a copy to the MSRB, no less than 15 days prior to the Mandatory Purchase Date. The notice shall state the Mandatory Purchase Date, the Purchase Price and that interest on 2019 Series B-2 Bonds subject to mandatory purchase shall cease to accrue from and after the Mandatory Purchase Date. The failure to transmit such notice with respect to any 2019 Series B-2 Bond shall not affect the validity of the mandatory purchase of any other 2019 Series B-2 Bond with respect to which notice was so transmitted.

Any notice transmitted as aforesaid will be conclusively presumed to have been given, whether or not actually received by any Owner. 2019 Series B-2 Bonds purchased pursuant to the Indenture are to be delivered by the Owners (with all necessary endorsements) to the office of the Paying Agent in Salt Lake City, Utah, at or before 12:00 noon, New York City time, on the Mandatory Purchase Date, and payment of the Purchase Price of such 2019 Series B-2 Bonds is to be made by wire transfer in immediately available funds by the Paying Agent by 3:00 p.m. New York City time on such Mandatory Purchase Date.

Inadequate Funds to Pay Purchase Price. If sufficient funds are not available for the purchase of all 2019 Series B-2 Bonds tendered or deemed tendered and required to be purchased on any Purchase Date or Mandatory Purchase Date, all such 2019 Series B-2 Bonds shall bear interest at a rate equal to the lesser of (a) the One-Month LIBOR Rate in effect on such date plus .20% and (b) the Maximum Rate from the date of such failed purchase until all such 2019 Series B-2 Bonds are purchased as required in accordance with the 2019ABC Series Indenture, and all tendered 2019 Series B-2 Bonds shall be returned to their respective Owners. Notwithstanding any other provision of the 2019ABC Series Indenture, such failed purchase and return shall not constitute an Event of Default.

Payment of Tendered 2019 Series B-2 Bonds. 2019 Series B-2 Bonds that are tendered or deemed tendered under the terms of the 2019ABC Series Indenture are to be purchased by the Paying Agent upon surrender of such 2019 Series B-2 Bonds, but only from the sources listed below, from the Owners thereof by 3:00 p.m., New York City time, on the date such 2019 Series B-2 Bonds are required to be purchased at the Purchase Price. Funds for the payment of such Purchase Price shall be derived from the following sources in the order of priority indicated:

- (a) the proceeds of the sale of 2019 Series B-2 Bonds furnished to the Remarketing Agent by the purchasers thereof pursuant to the 2019ABC Series Indenture; and
- (b) moneys furnished to the Paying Agent pursuant to the 2019ABC Series Indenture, representing the proceeds of a draw under the Initial 2019B-2 Liquidity Facility.

On any Purchase Date, the Remarketing Agent is to offer for sale and use its best efforts to sell all such 2019 Series B-2 Bonds tendered or deemed tendered at a price equal to 100% of the principal amount thereof plus accrued interest. The 2019 Series B-2 Bonds so sold shall bear interest from the date of sale at the rate of interest determined by the Remarketing Agent pursuant to the Indenture. The Remarketing Agent shall, not later than 10:00 a.m., New York City time, on any Purchase Date provide notice to the Paying Agent of the aggregate principal amount of the 2019 Series B-2 Bonds that have been sold and the aggregate principal amount of 2019 Series B-2 Bonds that will be tendered but have not been sold.

On each Purchase Date on which the 2019 Series B-2 Bonds are to be purchased pursuant to a tender, the Paying Agent shall, by no later than 10:30 a.m., New York City time, draw upon the 2019B-2 Liquidity Facility in an amount sufficient, together with any remarketing proceeds that the Paying Agent has on hand at the time of such draw (including all remarketing proceeds received from the Remarketing Agent), to enable the Paying Agent to pay the Purchase Price of the 2019 Series B-2 Bonds to be purchased on such Purchase Date. The Paying Agent shall make any draws so required in accordance with the terms of such 2019B-2 Liquidity Facility and deposit such moneys to the Bond Purchase Fund so that immediately available funds will be available to the Paying Agent to pay the Purchase Price due on a Purchase Date by 3:00 p.m., New York City time, on the Purchase Date. See **Appendix C**—“SUMMARY OF CERTAIN PROVISIONS OF THE INITIAL 2019B-2 LIQUIDITY FACILITY.”

UNDER CERTAIN CIRCUMSTANCES THE OBLIGATION OF THE 2019B-2 LIQUIDITY FACILITY PROVIDER TO PURCHASE 2019 SERIES B-2 BONDS TENDERED BY THE OWNERS THEREOF OR SUBJECT TO MANDATORY TENDER MAY BE TERMINATED OR SUSPENDED

AND, IN SOME OF SUCH CIRCUMSTANCES, THE TERMINATION OR SUSPENSION OF SUCH OBLIGATION WILL BE IMMEDIATE, AUTOMATIC AND WITHOUT NOTICE TO SUCH OWNERS. IN SUCH EVENT OF IMMEDIATE TERMINATION OR SUSPENSION, SUFFICIENT FUNDS MAY NOT BE AVAILABLE TO PURCHASE 2019 SERIES B-2 BONDS TENDERED BY THE OWNERS OF THE 2019 SERIES B-2 BONDS OR SUBJECT TO MANDATORY TENDER.

Failure of 2019B-2 Liquidity Facility Provider to Purchase 2019 Series B-2 Bonds. Under the terms and provisions of the Remarketing Agreement and the 2019B-2 Liquidity Facility, the purchase price of 2019 Series B-2 Bonds in an amount equal to the principal amount thereof and accrued interest, if any, thereon will be payable from moneys furnished in connection with remarketing of the 2019 Series B-2 Bonds or from the 2019B-2 Liquidity Facility Provider. The Authority is not responsible for any failure by the 2019B-2 Liquidity Facility Provider to purchase 2019 Series B-2 Bonds tendered at the option of the Owner or subject to mandatory tender for purchase pursuant to the 2019ABC Series Indenture. Failure to purchase a 2019 Series B-2 Bond tendered at the option of the Owner or subject to mandatory tender for purchase as described above and in accordance with the 2019ABC Series Indenture does not constitute an Event of Default under the Indenture.

The obligation of the 2019B-2 Liquidity Facility Provider to purchase the 2019 Series B-2 Bonds tendered for purchase under the 2019B-2 Liquidity Facility may be terminated immediately without notice to the owners of such 2019 Series B-2 Bonds if the long-term ratings by S&P and Moody's of such 2019 Series B-2 Bonds shall have been withdrawn, suspended, or reduced below "BBB-" by S&P and "Baa3" by Moody's. See Appendix C—"SUMMARY OF CERTAIN PROVISIONS OF THE INITIAL 2019B-2 LIQUIDITY FACILITY—Events of Default Under the Initial 2019B-2 Liquidity Facility." NEITHER THE AUTHORITY NOR THE REMARKETING AGENT IS OBLIGATED TO PURCHASE 2019 SERIES B-2 BONDS TENDERED BY THE OWNERS OF SUCH 2019 SERIES B-2 BONDS OR SUBJECT TO MANDATORY PURCHASE IF REMARKETING PROCEEDS AND PAYMENTS UNDER THE 2019B-2 LIQUIDITY FACILITY ARE INSUFFICIENT TO PAY THE PURCHASE PRICE OF SUCH 2019 SERIES B-2 BONDS.

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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 2019 Series ABC Bonds.

	Estimated Amounts
Sources of Funds:	
Par amount of 2019 Series ABC Bonds	\$102,970,000.00
Premium on 2019 Series C Bonds	2,429,095.15
Other available funds ⁽¹⁾	<u>1,165,904.85</u>
Total Sources of Funds	<u>\$106,565,000.00</u>
 Uses of Funds:	
For deposit to 2019 Series ABC subaccount of the Acquisition Account	\$105,000,000.00
For deposit to 2019 Series ABC subaccounts of the Revenue Fund ⁽²⁾	540,000.00
For costs of issuance and Underwriters' compensation ⁽³⁾	<u>1,025,000.00</u>
Total Uses of Funds	<u>\$106,565,000.00</u>

⁽¹⁾ Represents certain amounts on deposit under the Master Indenture.

⁽²⁾ Certain cash on deposit under the Master Indenture will be transferred to the 2019 Series ABC subaccount of the Revenue Fund and will be used to pay any accrued interest due in connection with the acquisition of the 2019ABC GNMA MBS.

⁽³⁾ Certain cash on deposit under the Master Indenture will be transferred to the 2019 Series ABC subaccount of the Costs of Issuance Account in the Program Fund and used to pay a portion of the costs of issuance and Underwriters' compensation relating to the 2019 Series ABC Bonds. See "PART I—UNDERWRITING."

Related Interest Rate Contracts

The Authority expects to enter into two interest rate swap agreements (the "**May 1, 2028 2019B-2 Interest Rate Contract**" and the "**May 1, 2042 2019B-2 Interest Rate Contract**", collectively the **2019B-2 Interest Rate Contracts**) with The Bank of New York Mellon (the "**2019B-2 Interest Rate Contract Provider**"). The purpose of the 2019B-2 Interest Rate Contracts is to place the aggregate net obligation of the Authority with respect to the 2019 Series B-2 Bonds to which the 2019B-2 Interest Rate Contracts apply on an approximately fixed-rate basis beginning on January 3, 2019.

Payments made to the 2019B-2 Interest Rate Contract Provider under the May 1, 2028 2019B-2 Interest Rate Contract by the Authority would be made semiannually (May 1 and November 1) on the basis of a notional principal amount (\$10,000,000) and the relationship between an agreed-upon fixed rate (2.9675%) and a variable interest rate (One Month LIBOR), which is expected to equal or approximate the interest rate on the portion of 2019 Series B-2 Bonds to which the May 1, 2028 2019B-2 Interest Rate Contract applies.

Payments made to the 2019B-2 Interest Rate Contract Provider under the May 1, 2042 2019B-2 Interest Rate Contract by the Authority would be made semiannually (May 1 and November 1) on the basis of a notional principal amount (\$10,000,000) and the relationship between an agreed-upon fixed rate (3.7575%) and a variable interest rate (One Month LIBOR), which is expected to equal or approximate the interest rate on the portion of 2019 Series B-2 Bonds to which the May 1, 2042 2019B-2 Interest Rate Contract applies.

The Authority's obligation to make regular interest payments to the 2019B-2 Interest Rate Contract Provider is a Class I Obligation under the Master Indenture, secured on parity with the lien on the Trust Estate of the other Class I Obligations. Payments made to the Authority by the 2019B-2 Interest Rate Contract Provider are pledged as Revenues under the Master Indenture. The Authority's obligation to make termination payments under the 2019B-2 Interest Rate Contracts, in the event of early termination, is a general obligation of the Authority and not an Obligation under the Master Indenture. Unless earlier terminated (in which case a termination fee may be payable by the Authority to the 2019B-2 Interest Rate Contract Provider, or by the 2019B-2 Interest Rate Contract Provider to the Authority), the May 1, 2028 2019B-2 Interest Rate Contract is expected to expire on May 1, 2028 and the May 1, 2042 2019B-2 Interest Rate Contract is expected to expire on May 1, 2042.

For information concerning the Interest Rate Contracts and other Auxiliary Obligations currently Outstanding under the Master Indenture, see **Appendix B-1**—"THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS."

CERTAIN PROGRAM ASSUMPTIONS

Generally

The Bonds (including the 2019 Series ABC 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 and MBS, including the 2019ABC 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 "Characteristics of 2019ABC GNMA MBS" and "2019ABC Second Mortgage Loans" under this caption and **Appendix B-2**—"THE MORTGAGE LOAN PORTFOLIO AND FUND BALANCES." See also "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 2019 Series ABC Bonds.

As required by the Master Indenture and at the request of the Authority, CSG Advisors Inc. has prepared certain cash flow projections giving effect to the issuance of the 2019 Series ABC Bonds (the "Cash Flow Statement") which indicates that, after such issuance, the amounts expected to be available in the Trust Estate will be sufficient to pay principal of and interest on the Outstanding Bonds, when due. The Cash Flow Statement uses numerous assumptions, including assumptions discussed under this caption, to calculate the expected receipt of Revenues in the Trust Estate and the expected expenditures to be incurred in connection with the Outstanding Bonds and the Mortgage Loans held under the Master Indenture. There can be no assurance that any or all of the assumptions made will apply to the Mortgage Loans included in the Trust Estate or that the Mortgage Loans will perform as assumed in the Cash Flow Statement. To the extent that these assumptions are not met, for example, Mortgage Loans or Ginnie Mae Certificates in the MBS are not paid on a timely basis in accordance with their terms, the moneys available may be insufficient for the payment of debt service on the Outstanding Bonds and operating expenses of the Program.

Characteristics of 2019ABC GNMA MBS

The Authority has an existing pipeline of Mortgage Loans from which it expects to pool certain Mortgage Loans into mortgage-backed securities guaranteed by the Government National Mortgage

Association (“GNMA MBS”). The 2019ABC GNMA MBS are expected to consist of an outstanding aggregate balance of approximately \$100,000,000 of 2019ABC Mortgage Loans with a weighted average mortgage rate of 5.125% pooled into one or more GNMA MBS with a weighted average MBS pass-through rate of 4.50% and a remaining term of 359 months. For a description of the MBS portfolio currently Outstanding under the Master Indenture, see the Authority’s financial disclosures with respect to its Single Family Mortgage Bonds available on EMMA (as defined herein).

2019ABC Second Mortgage Loans

The Authority intends to use some or all of the proceeds from the sale of the 2019 Series ABC Bonds to fund approximately \$5,000,000 in aggregate principal amount of 2019ABC Second Mortgage Loans. The 2019ABC Second Mortgage Loans are non-amortizing loans with a stated rate of interest of 0% made to provide borrowers down payment and/or closing cost assistance. Repayment of principal of a 2019ABC Second Mortgage Loan is due in full upon the sale of the related property, the refinance or payment in full of the Related First Mortgage Loan, the default of the Related First Mortgage Loan, or if the property is no longer the Borrower’s principal residence. See “PART II—THE SINGLE FAMILY MORTGAGE PROGRAM—Special Program Features.” For a description of the Second Mortgage Loans currently Outstanding under the Master Indenture, see **Appendix B-2**—“THE MORTGAGE LOAN PORTFOLIO AND FUND BALANCES.”

Debt Service Reserve Fund Requirement

There is no Debt Service Reserve Fund Requirement for the 2019 Series ABC Bonds. See “PART II—SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS—Debt Service Reserve Fund.”

TAX MATTERS

Federal Tax Matters with Respect to the 2019 Series A Bonds and the 2019 Series C Bonds

General. In the opinion of Bond Counsel, based on existing laws, regulations, rulings and judicial decisions and assuming, among other matters, compliance with certain covenants and agreements which are intended to assure compliance with Section 103 and applicable provisions of Sections 141 through 150 of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the 2019 Series A Bonds and the 2019 Series C Bonds is excluded from gross income for federal income tax purposes. In the opinion of Bond Counsel: (i) interest on the 2019 Series A Bonds is a specific preference item in calculating the federal alternative minimum tax imposed on individuals, and, for tax years beginning before January 1, 2018, on corporations; and (ii) interest on the 2019 Series C Bonds is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and, for tax years beginning before January 1, 2018, on corporations and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax for tax years beginning before January 1, 2018. No federal alternative minimum tax applies to corporations for tax years beginning on or after January 1, 2018.

The Code imposes various restrictions, conditions and requirements relating to the exclusion from gross income for federal income tax purposes of interest on obligations such as the 2019 Series A Bonds and the 2019 Series C Bonds. The Authority has covenanted and agreed to comply with certain guidelines designed to assure that interest on the 2019 Series A Bonds and the 2019 Series C Bonds will not become includable in gross income for federal income tax purposes. Failure to comply with these covenants and agreements may result in interest on the 2019 Series A Bonds and the 2019 Series C Bonds being included in federal gross income, possibly from the date of issuance of the 2019 Series ABC Bonds. The opinion of Bond Counsel assumes compliance with these covenants and agreements. Bond Counsel has not

undertaken to determine (or to inform any person) whether any actions taken (or not taken) or events occurring (or not occurring) after the date of issuance of the 2019 Series ABC Bonds may affect the tax status of interest on the 2019 Series A Bonds or the 2019 Series C Bonds.

Section 103(a) of the Code provides that interest on a “qualified mortgage bond” is excluded from gross income for federal income tax purposes. Under Section 143 of the Code, a qualified mortgage bond is a bond which is issued as part of an issue the proceeds of which are used to finance owner-occupied residences meeting certain requirements relating to loan eligibility, targeted areas, yield restrictions and other matters.

The mortgage loan eligibility requirements of Section 143 of the Code applicable to the 2019 Series A Bonds and the 2019 Series C Bonds are that (1) the residence with respect to which the Mortgage Loan is made is a single-family residence which is located in the State and can reasonably be expected to become the principal residence of the mortgagor within a reasonable time after the Mortgage Loan is made; (2) except in certain limited circumstances, no part of the proceeds are to be used to acquire or replace any existing mortgage; (3) the acquisition cost of the completed residence meets certain limits; (4) with certain exceptions, most notably targeted areas and for certain mortgagors who are qualified veterans, the mortgagor will not have had a present ownership interest in its principal residence during the preceding three years; (5) with certain exceptions, the family income of the mortgagor will not exceed 100%, in the case of a household of less than three persons, and 115%, in the case of a household of three or more persons, of median gross income for the area in which the residence is located or the State, whichever is greater; and (6) the loan will not be assumable unless the requirements of (1), (3), (4) and (5) above are met at the time of the assumption. An issue is treated as meeting the loan eligibility requirements of Section 143 if (1) the issuer in good faith attempted to meet all of the requirements before the loans were executed; (2) 95% or more of the proceeds of the issue used to finance loans was devoted to residences which met all such requirements at the time the loans were executed; and (3) any failure to comply with the loan eligibility requirements is corrected within a reasonable period after such failure is first discovered.

The Code imposes additional nonmortgage loan eligibility requirements relating to the 2019 Series A Bonds and 2019 Series C Bonds to maintain the exclusion from gross income for federal income tax purposes of interest on such Bonds. For example, the Code limits the amount of the costs of issuance which may be paid from the proceeds of the 2019 Series A Bonds and 2019 Series C Bonds, limits the size of reserve funds established with the proceeds of such Bonds and requires earnings on nonmortgage investments in excess of the yield on such Bonds to be rebated to the United States. Of the Mortgage Loans originally funded with proceeds of the 2019 Series A Bonds and 2019 Series C Bonds, such Mortgage Loan principal prepayments and repayments that are received more than 10 years after the date of issuance of the 2019 Series ABC Bonds or more than 10 years after the issuance of any prior bonds that are refunded from proceeds of the 2019 Series A Bonds or 2019 Series C Bonds (or the earliest date in a chain of refundings) must be used to redeem or retire the 2019 Series A Bonds or 2019 Series C Bonds, and such amounts may not be recycled into new Mortgage Loan originations or used to redeem or retire the 2019 Series B Bonds. Proceeds of the 2019 Series A Bonds and 2019 Series C Bonds that are deposited into the Acquisition Account must either be used to acquire Mortgage Loans within 42 months of the date of issuance of the 2019 Series ABC Bonds or be used to redeem the 2019 Series A Bonds or 2019 Series C Bonds by such date. The Code also imposes limitations on the yield of the Mortgage Loans allocable to the 2019 Series A Bonds and 2019 Series C Bonds. The Authority will covenant, in substance, to take such actions as are necessary to comply with such requirements unless, in the opinion of nationally recognized bond counsel, it is not necessary to comply with such requirements in order to assure the exclusion from gross income for federal income tax purposes of interest on the 2019 Series A Bonds and the 2019 Series C Bonds.

The terms and conditions of the Program documents have been designed to meet the requirements of the Code, as applicable. The Authority covenants to meet these requirements and to take all steps

necessary to comply with these requirements so long as any 2019 Series A Bonds or 2019 Series C Bonds issued to finance such Mortgage Loan are outstanding. Noncompliance with the requirements in the Program documents could cause interest on the 2019 Series A Bonds and 2019 Series C Bonds to become includable in the gross income of the holders thereof retroactively to the date of issue and adversely affect the price of such Bonds in the secondary market. The Authority has also covenanted to meet any other applicable federal tax law requirements.

Premium Bonds. The 2019 Series C Bonds were sold at initial public offering prices that are greater than the stated amounts to be paid at maturity and constitute “Premium Bonds.” An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. An initial purchaser of a Premium Bond must amortize any premium over the term of such Premium Bond using constant yield principles, based on the purchaser’s yield to maturity (or, in the case of a Premium Bond callable prior to its maturity, by amortizing the premium to the call date, based on the purchaser’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of amortization offsets a corresponding amount of interest for the period, and the purchaser’s basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser’s basis may be reduced, no federal income tax deduction is allowed. Purchasers of a Premium Bond should consult with their tax advisors with respect to the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Other Tax Consequences. Although Bond Counsel has rendered an opinion that interest on the 2019 Series A Bonds and the 2019 Series C Bonds is excluded from gross income for federal income tax purposes, the accrual or receipt of interest on such Bonds may otherwise affect a Bondholder’s income tax liability. The nature and extent of these other tax consequences will depend upon the Bondholder’s particular tax status and the Bondholder’s other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Purchasers of the 2019 Series A Bonds or 2019 Series C Bonds, particularly purchasers that are corporations (including S corporations and United States branches of foreign corporations), property and casualty insurance companies, banks, thrifts or other financial institutions or recipients of Social Security or Railroad Retirement benefits, taxpayers otherwise entitled to the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan or taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations, are advised to consult their tax advisors as to the tax consequences of purchasing or holding such Bonds.

From time to time, there are legislative proposals in Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the 2019 Series ABC Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the 2019 Series ABC Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved or whether the 2019 Series ABC Bonds or the market value thereof would be impacted thereby. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the 2019 Series ABC Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation. In addition, there can be no assurance that legislation, regulatory initiatives or litigation that would adversely affect the exclusion of interest on the 2019 Series A Bonds or the 2019 Series C Bonds from gross income for federal income tax purposes will not be introduced, enacted, announced, proposed,

threatened or commenced after the issuance and delivery of the 2019 Series ABC Bonds. Under such circumstances, the Authority has no obligation to redeem or to increase the rate of interest paid on the 2019 Series A Bonds or the 2019 Series C Bonds. Each purchaser of the 2019 Series ABC Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation, regulatory initiatives or litigation.

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the 2019 Series A Bonds or the 2019 Series C Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007 to any bondholder who fails to provide certain required information, including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. This reporting requirement does not in and of itself affect or alter the excludability of interest on the 2019 Series A Bonds or the 2019 Series C Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Federal Tax Matters With Respect to the 2019 Series B Bonds

General. Bond Counsel is of the opinion that under existing laws, regulations, rulings and judicial decisions interest on the 2019 Series B is included in gross income for federal income tax purposes.

The following is a summary of certain anticipated federal income tax consequences of the purchase, ownership and disposition of the 2019 Series B Bonds. The summary is based upon the provisions of the Code, the regulations promulgated thereunder and the judicial and administrative rulings and decisions now in effect, all of which are subject to change or possible differing interpretations. The summary does not purport to address all aspects of federal income taxation that may affect particular investors in light of their individual circumstances or certain types of investors subject to special treatment under the federal income tax laws. Potential purchasers of the 2019 Series B Bonds should consult their own tax advisors in determining the federal, state or local tax consequences to them of the purchase, holding and disposition of the 2019 Series B Bonds.

Although there are not any regulations, published rulings or judicial decisions involving the characterization for federal income tax purposes of securities with terms substantially the same as the 2019 Series B Bonds, Bond Counsel has advised the Authority that the 2019 Series B Bonds will be treated for federal income tax purposes as evidences of indebtedness of the Authority and not as an ownership interest in the trust estate securing the 2019 Series B Bonds or as an equity interest in the Authority or any other party, or in a separate association taxable as a corporation. Interest on the 2019 Series B Bonds will be fully subject to federal income taxation. In general, interest paid on the 2019 Series B Bonds and recovery of accrued market discount, if any, will be treated as ordinary income to a bondholder, and principal payments will be treated as a return of capital. The Code contains special federal income tax rules for “real estate mortgage investment conduits.” The Authority does not intend to treat the arrangement by which the trust estate secures the 2019 Series B Bonds as a “real estate mortgage investment conduit.”

The 2019 Series B Bonds will not (a) represent interest in “qualifying real property loans,” within the meaning of Section 593(d) of the Code, (b) constitute “loans secured by an interest in real property,” within the meaning of Section 7701(a)(19)(C)(v) of the Code, (c) constitute “real estate assets” within the meaning of Section 856(c)(5)(B) of the Code, or (d) constitute “Government securities,” within the meaning of Section 851(b)(3)(A)(i) of the Code. Interest on the 2019 Series B Bonds will not be considered “interest on obligations secured by mortgages on real property or on interests in real property,” within the meaning of Section 856(c)(3)(B) of the Code.

Bond Premium. An investor that acquires a 2019 Series B Bond for a cost greater than its remaining stated redemption price at maturity and holds such bond as a capital asset will be considered to have purchased such bond at a premium and, subject to prior election permitted by Section 171(c) of the Code, may generally amortize such premium under the constant yield method. Except as may be provided by regulation, amortized premium will be allocated among, and treated as an offset to, interest payments. The basis reduction requirements of Section 1016(a)(5) of the Code apply to amortizable bond premium that reduces interest payments under Section 171 of the Code. Bond premium is generally amortized over the bond's term using constant yield principles, based on the purchaser's yield to maturity. Investors of any 2019 Series B Bond purchased with a bond premium should consult their own tax advisors as to the effect of such bond premium with respect to their own tax situation and as to the treatment of bond premium for state tax purposes.

Market Discount; Original Issue Discount. An investor that acquires a 2019 Series B Bond for a price less than the adjusted issue price of such bond (or an investor who purchases a 2019 Series B Bond in the initial offering at a price less than the issue price) may be subject to the market discount rules of Sections 1276 through 1278 of the Code. Under these sections and the principles applied by the Regulations, "market discount" means (a) in the case of a 2019 Series B Bond originally issued at a discount, the amount by which the issue price of such bond, increased by all accrued original issue discount (as if held since the issue date), exceeds the initial tax basis of the owner therein, less any prior payments that did not constitute payments of qualified stated interest, and (b) in the case of a 2019 Series B Bond not originally issued at a discount, the amount by which the stated redemption price of such bond at maturity exceeds the initial tax basis of the owner therein. Under Section 1276 of the Code, the owner of such a 2019 Series B Bond will generally be required (i) to allocate each principal payment to accrued market discount not previously included in income and, upon sale or other disposition of the bond, to recognize the gain on such sale or disposition as ordinary income to the extent of such cumulative amount of accrued market discount as of the date of sale or other disposition of such a bond or (ii) to elect to include such market discount in income currently as it accrues on all market discount instruments acquired by such owner on or after the first day of the taxable year to which such election applies.

The Code authorizes the Treasury Department to issue regulations providing for the method for accruing market discount on debt instruments the principal of which is payable in more than one installment. Until such time as regulations are issued by the Treasury Department, certain rules described in the legislative history will apply. Under those rules, market discount will be included in income either (a) on a constant interest basis or (b) in proportion to the accrual of stated interest or, in the case of a 2019 Series B Bond with original issue discount, in proportion to the accrual of original issue discount.

An owner of a 2019 Series B Bond that acquired such bond at a market discount also may be required to defer, until the maturity date of such bond or its earlier disposition in a taxable transaction, the deduction of a portion of the amount of interest that the owner paid or accrued during the taxable year on indebtedness incurred or maintained to purchase or carry such bond in excess of the aggregate amount of interest (including original issue discount) includable in such owner's gross income for the taxable year with respect to such bond. The amount of such net interest expense deferred in a taxable year may not exceed the amount of market discount accrued on the 2019 Series B Bond for the days during the taxable year on which the owner held such bond and, in general, would be deductible when such market discount is includable in income. The amount of any remaining deferred deduction is to be taken into account in the taxable year in which the 2019 Series B Bond matures or is disposed of in a taxable transaction. In the case of a disposition in which gain or loss is not recognized in whole or in part, any remaining deferred deduction will be allowed to the extent gain is recognized on the disposition. This deferral rule does not apply if the owner elects to include such market discount in income currently as it accrues on all market discount obligations acquired by such owner in that taxable year or thereafter.

Attention is called to the fact that Regulations implementing the market discount rules have not yet been issued. Therefore, investors should consult their own tax advisors regarding the application of these rules as well as the advisability of making any of the elections with respect thereto.

Unearned Income Medicare Contribution Tax. Pursuant to Section 1411 of the Code, as enacted by the Health Care and Education Reconciliation Act of 2010, an additional tax is imposed on individuals earning certain investment income. Holders of the 2019 Series B Bonds should consult their own tax advisors regarding the application of this tax to interest earned on the 2019 Series B Bonds and to gain on the sale of a 2019 Series B Bond.

Sales or Other Dispositions. If an owner of a 2019 Series B Bond sells the bond, such person will recognize gain or loss equal to the difference between the amount realized on such sale and such owner's basis in such bond. Ordinarily, such gain or loss will be treated as a capital gain or loss.

If the terms of a 2019 Series B Bond were materially modified, in certain circumstances, a new debt obligation would be deemed created and exchanged for the prior obligation in a taxable transaction. Among the modifications that may be treated as material are those that relate to redemption provisions and, in the case of a nonrecourse obligation, those which involve the substitution of collateral. Each potential owner of a 2019 Series B Bond should consult its own tax advisor concerning the circumstances in which such bond would be deemed reissued and the likely effects, if any, of such reissuance.

Defeasance. The legal defeasance of the 2019 Series B Bonds may result in a deemed sale or exchange of such bonds under certain circumstances. Owners of such 2019 Series B Bonds should consult their tax advisors as to the federal income tax consequences of such a defeasance.

Backup Withholding. An owner of a 2019 Series B Bond may be subject to backup withholding at the applicable rate determined by statute with respect to interest paid with respect to the 2019 Series B Bonds, if such owner, upon issuance of the 2019 Series B Bonds, fails to provide to any person required to collect such information pursuant to Section 6049 of the Code with such owner's taxpayer identification number, furnishes an incorrect taxpayer identification number, fails to report interest, dividends or other "reportable payments" (as defined in the Code) properly, or, under certain circumstances, fails to provide such persons with a certified statement, under penalty of perjury, that such owner is not subject to backup withholding.

Foreign Investors. An owner of a 2019 Series B Bond that is not a "United States person" (as defined below) and is not subject to federal income tax as a result of any direct or indirect connection to the United States of America in addition to its ownership of a 2019 Series B Bond will generally not be subject to United States income or withholding tax in respect of a payment on a 2019 Series B Bond, provided that the owner complies to the extent necessary with certain identification requirements (including delivery of a statement, signed by the owner under penalties of perjury, certifying that such owner is not a United States person and providing the name and address of such owner). For this purpose the term "United States person" means a citizen or resident of the United States of America, a corporation, partnership or other entity created or organized in or under the laws of the United States of America or any political subdivision thereof, or an estate or trust whose income from sources within the United States of America is includable in gross income for United States of America income tax purposes regardless of its connection with the conduct of a trade or business within the United States of America.

Except as explained in the preceding paragraph and subject to the provisions of any applicable tax treaty, a 30% United States withholding tax will apply to interest paid and original issue discount accruing on 2019 Series B Bonds owned by foreign investors. In those instances in which payments of interest on the 2019 Series B Bonds continue to be subject to withholding, special rules apply with respect to the

withholding of tax on payments of interest on, or the sale or exchange of 2019 Series B Bonds having original issue discount and held by foreign investors. Potential investors that are foreign persons should consult their own tax advisors regarding the specific tax consequences to them of owning a 2019 Series B Bond.

Tax-Exempt Investors. In general, an entity that is exempt from federal income tax under the provisions of Section 501 of the Code is subject to tax on its unrelated business taxable income. An unrelated trade or business is any trade or business that is not substantially related to the purpose that forms the basis for such entity's exemption. However, under the provisions of Section 512 of the Code, interest may be excluded from the calculation of unrelated business taxable income unless the obligation that gave rise to such interest is subject to acquisition indebtedness. Therefore, except to the extent any owner of a 2019 Series B Bond incurs acquisition indebtedness with respect to such bond, interest paid or accrued with respect to such owner may be excluded by such tax-exempt owner from the calculation of unrelated business taxable income. Each potential tax-exempt holder of a 2019 Series B Bond is urged to consult its own tax advisor regarding the application of these provisions.

ERISA Considerations. The Employee Retirement Income Security Act of 1974, as amended ("ERISA"), imposes certain requirements on "employee benefit plans" (as defined in Section 3(3) of ERISA) subject to ERISA, including entities such as collective investment funds and separate accounts whose underlying assets include the assets of such plans (collectively, "ERISA Plans") and on those persons who are fiduciaries with respect to ERISA Plans. Investments by ERISA Plans are subject to ERISA's general fiduciary requirements, including the requirement of investment prudence and diversification and the requirement that an ERISA Plan's investments be made in accordance with the documents governing the ERISA Plan. The prudence of any investment by an ERISA Plan in the 2019 Series B Bonds must be determined by the responsible fiduciary of the ERISA Plan by taking into account the ERISA Plan's particular circumstances and all of the facts and circumstances of the investment. Government and non-electing church plans are generally not subject to ERISA. However, such plans may be subject to similar or other restrictions under state or local law.

In addition, ERISA and the Code generally prohibit certain transactions between an ERISA Plan or a qualified employee benefit plan under the Code and persons who, with respect to that plan, are fiduciaries or other "parties in interest" within the meaning of ERISA or "disqualified persons" within the meaning of the Code. In the absence of an applicable statutory, class or administrative exemption, transactions between an ERISA Plan and a party in interest with respect to an ERISA Plan, including the acquisition by one from the other of the 2019 Series B Bonds could be viewed as violating those prohibitions. In addition, Section 4975 of the Code prohibits transactions between certain tax-favored vehicles such as Individual Retirement Accounts and disqualified persons. Section 503 of the Code includes similar restrictions with respect to governmental and church plans. In this regard, the Authority or any dealer of the 2019 Series B Bonds might be considered or might become a "party in interest" within the meaning of ERISA or a "disqualified person" within the meaning of the Code, with respect to an ERISA Plan or a plan or arrangement subject to Sections 4975 or 503 of the Code. Prohibited transactions within the meaning of ERISA and the Code may arise if the 2019 Series B Bonds are acquired by such plans or arrangements with respect to which the Authority or any dealer is a party in interest or disqualified person.

In all events, fiduciaries of ERISA Plans and plans or arrangements subject to the above sections of the Code, in consultation with their advisors, should carefully consider the impact of ERISA and the Code on an investment in the 2019 Series B Bonds. The sale of the 2019 Series B Bonds to a plan is in no respect a representation by the Authority or the Underwriter that such an investment meets the relevant legal requirements with respect to benefit plans generally or any particular plan. Any plan proposing to invest in the 2019 Series B Bonds should consult with its counsel to confirm that such investment is

permitted under the plan documents and will not result in a non-exempt prohibited transaction and will satisfy the other requirements of ERISA, the Code and other applicable law.

State Tax Matters With Respect to the 2019 Series ABC Bonds

In the opinion of Bond Counsel, the 2019 Series ABC Bonds, their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation by the State of Colorado or any political subdivision or other instrumentality of the State of Colorado under Colorado laws in effect as of the date of delivery of the 2019 Series ABC Bonds.

Interest on the 2019 Series ABC Bonds may be subject to state or local income taxes in jurisdictions other than the State under applicable state or local tax laws. Each purchaser of the 2019 Series ABC Bonds should consult his or her own tax advisor with regard to the tax status of the 2019 Series ABC Bonds.

REMARKETING AGENTS

The Remarketing Agent for 2019 Series B-2 Bonds

Barclays Capital Inc. has initially been appointed to serve as Remarketing Agent for the 2019 Series B-2 Bonds (the “**Remarketing Agent**”) pursuant to the Indenture and a Remarketing Agreement dated as of January 1, 2019, between the Authority and the Remarketing Agent (the “**Remarketing Agreement**”). See “PART I—CERTAIN RELATIONSHIPS OF PARTIES.” If 2019 Series B-2 Bonds are tendered or deemed tendered for purchase as described herein under the caption “PART I—TERMS OF THE 2019 SERIES ABC BONDS—Tender and Purchase of 2019 Series B-2 Bonds,” the Remarketing Agent is required to use its best efforts to remarket such 2019 Series B-2 Bonds in accordance with the terms of the Indenture and the Remarketing Agreement. The Remarketing Agent will also be responsible for determining the rates of interest for the 2019 Series B-2 Bonds in accordance with the Indenture. The Remarketing Agent is to transfer any proceeds of remarketing of the 2019 Series B-2 Bonds it receives to the Paying Agent for deposit to the Remarketing Proceeds Subaccount of the Purchase Fund in accordance with the 2019ABC Series Indenture.

The Remarketing Agent may at any time resign and be discharged of its duties and obligations under the Remarketing Agreement upon providing the Authority, the Trustee, the Paying Agent and the 2019B-2 Liquidity Facility Provider with 30 days’ prior written notice, except that such resignation shall not take effect until the appointment of a successor remarketing agent, provided that if a successor remarketing agent has not been appointed by the end of such 30-day notice period, such resignation shall take effect upon the earlier of (i) the appointment of a successor remarketing agent and (ii) 60 additional days have passed. The Remarketing Agent may be removed at any time, at the direction of the Authority, except that the Authority shall not remove the Remarketing Agent until the appointment of a successor remarketing agent under the 2019ABC Series Indenture, which successor remarketing agent shall be required to purchase any 2019 Series B-2 Bonds that the Remarketing Agent has in inventory at the time of such replacement. The Remarketing Agent shall pay over, deliver and assign any monies and 2019 Series B-2 Bonds held by it in such capacity to its successor. The appointment of any successor remarketing agent shall be subject to the prior written consent of the 2019B-2 Liquidity Facility Provider. Upon the resignation or removal of the Remarketing Agent, the Authority is to promptly cause the Paying Agent to give notice thereof by mail to all Owners and to any rating agency which has assigned a rating to the Series 2019 Series B-2 Bonds.

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 (including the Remarketing Agreement with the Remarketing Agent relating to the 2019 Series B-2 Bonds) set forth in the following table (the “**Remarketing Agents**”):

Remarketing Agents under Master Indenture as of October 1, 2018

Series of Bonds	Remarketing Agent
2001 Series AA-2	Stifel, Nicolaus & Company, Inc.
2002 Series A-3	George K. Baum & Company
2002 Series B-3	Merrill Lynch, Pierce, Fenner & Smith Incorporated
2002 Series C-3	Merrill Lynch, Pierce, Fenner & Smith Incorporated
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
2007 Series B-2	RBC Capital Markets, LLC
2013 Series B	RBC Capital Markets, LLC
2017 Series B-1	RBC Capital Markets, LLC
2018 Series B-2	Barclays Capital Inc.

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 Official Statement. 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.

UNDERWRITING

The 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C 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 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C Bonds at a price equal to \$85,399,095.15 (the par amount of the 2019 Series A Bonds, 2019 Series B-1 Bonds and 2019 C Bonds (\$82,970,000) plus original issue premium of \$2,429,095.15). The Underwriters will be paid a fee of \$584,785.23 (including reimbursement of certain expenses) in connection with the underwriting of the 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C Bonds.

The 2019 Series B-2 Bonds are to be purchased from the Authority by Barclays Capital Inc. (“**Barclays**”), as sole underwriter of the 2019 Series B-2 Bonds. See “PART I—CERTAIN RELATIONSHIPS OF PARTIES.” Barclays has agreed, subject to certain conditions, to purchase all but not less than all of the 2019 Series B-2 Bonds at a price equal to \$20,000,000 (being the par amount of the 2019 Series B-2 Bonds). Barclays is to be paid a fee of \$59,556.11 with respect to the offering of the 2019 Series B-2 Bonds. The initial public offering prices of the 2019 Series ABC Bonds purchased by the Underwriters and Barclays, respectively, may be changed from time to time by the Underwriters and Barclays, respectively.

The Underwriters and their respective affiliates are full-service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the Authority and its affiliates in connection with such activities. In the course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the

Authority (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Authority. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to the clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Wells Fargo Bank, National Association, acting through its Municipal Products Group (“**WFBNA**”), one of the Underwriters of the 2019 Series ABC Bonds, has entered into an agreement (the “**WFA Distribution Agreement**”) with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “**Wells Fargo Advisors**”) (“**WFA**”), for the distribution of certain municipal securities offerings, including the 2019 Series ABC Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting compensation with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the “**WFSLLC Distribution Agreement**”) with its affiliate Wells Fargo Securities, LLC (“**WFSLLC**”), for the distribution of municipal securities offerings, including the 2019 Series ABC Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

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

LITIGATION

At the time of the delivery of and payment for the 2019 Series ABC Bonds, the Authority will deliver an opinion of its General Counsel, Charles K. Knight, Esq., to the effect that no litigation before any court is pending or, to his knowledge, threatened against the Authority in any way affecting the existence of the Authority or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the issuance, sale or delivery of the 2019 Series ABC 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 2019 Series ABC Bonds or the Indenture.

RATING

Moody’s Investors Service (“**Moody’s**”) and S&P Global Ratings, a division of Standard & Poor’s Financial Services LLC (“**S&P**”), have assigned the 2019 Series A Bonds, the 2019 Series B-1 Bonds and the 2019 Series C Bonds ratings of “Aaa” and “AAA,” respectively. Moody’s and S&P have assigned the 2019 Series B-2 Bonds ratings of “Aaa/VMIG1” and “AAA/A-1,” respectively, based (in the case of the short-term ratings for the 2019 Series B-2 Bonds) on the delivery of the Initial 2019B-2 Liquidity Facility by the 2019B-2 Liquidity Facility Provider. 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 2019 Series ABC 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 2019 Series ABC Bonds. The Authority has no obligation to oppose any such revision, suspension or withdrawal of a rating.

MUNICIPAL ADVISOR

The Authority has retained CSG Advisors Incorporated as its municipal advisor (the “**Municipal Advisor**”) in connection with the offering of the 2019 Series ABC 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 2019 Series ABC Bonds.

LEGAL MATTERS

In connection with the issuance and sale of the 2019 Series ABC Bonds, Kutak Rock LLP, as Bond Counsel to the Authority, will deliver the opinion included as **Appendix E** hereto. Kutak Rock LLP will also pass upon certain legal matters relating to the 2019 Series ABC Bonds as Disclosure Counsel to the Authority. Certain legal matters will be passed upon for the Authority by Charles K. Knight, Esq., its General Counsel. Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. will pass upon certain matters for the Underwriters. The validity of the 2019B-2 Liquidity Facility will be passed upon for the 2019B-2 Liquidity Facility Provider by its counsel McDermott Will & Emery LLP.

Neither Kutak Rock LLP, Mintz, Levin, Cohn, Ferris, Glovsky and Popeo, P.C. nor McDermott Will & Emery 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 2019 Series ABC Bonds, the Authority will deliver a Continuing Disclosure Undertaking, in the form attached as **Appendix J** 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 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, 2018, and notice of certain events.

CERTAIN RELATIONSHIPS OF PARTIES

Barclays Capital Inc., one of the Co-Senior Managers for the 2019 Series ABC Bonds and the sole underwriter of the 2019 Series B-2 Bonds, also acts as the remarketing agent for other Bonds under the Master Indenture, as described in “PART I—REMARKETING AGENTS.” Barclays Bank PLC (an affiliate of Barclays Capital Inc.) is acting as a counterparty to the Authority under certain Interest Rate Contracts as described in **Appendix B-1** hereto.

RBC Capital Markets, LLC, a subsidiary of Royal Bank of Canada, is also a Co-Senior Manager for the 2019 Series ABC Bonds. RBC Capital Markets, LLC also acts as the remarketing agent for other Bonds under the Master Indenture, as described in “PART I—Remarketing Agents.” Royal Bank of Canada, the parent company of RBC Capital Markets, LLC, is acting as a counterparty to the Authority under a certain Interest Rate Contract as described in **Appendix B-1** hereto and under agreements described in footnote (8) of the audited 2017 financial statements of the Authority attached as **Appendix G** hereto. 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 several Liquidity Facilities in connection with the Bonds as described in **Appendix B-1** hereto.

Bank of America, N.A., an affiliate of Merrill Lynch, Pierce, Fenner & Smith Incorporated which is an Underwriter for the 2019 Series ABC Bonds, is the provider of Liquidity Facilities and is acting as a counterparty for certain Interest Rate Contracts as described in **Appendix B-1** hereto. Merrill Lynch, Pierce Fenner & Smith Incorporated also acts as the remarketing agent for other Bonds under the Master Indenture, as described in “PART I—REMARKETING AGENTS.”

George K. Baum & Company, also an Underwriter for the 2019 Series ABC Bonds, acts as the remarketing agent for other Bonds under the Master Indenture, as described in “PART I—REMARKETING AGENTS.”

Stifel, Nicolaus & Company, Inc. is acting as an Underwriter for the 2019 Series ABC Bonds and also acts as a remarketing agent for other Bonds under the Master Indenture, as described in “PART I—REMARKETING AGENTS.”

Wells Fargo Bank, which is acting as an Underwriter for the 2019 Series ABC Bonds, also acts as a counterparty to the Authority for certain Interest Rate Contracts as described in **Appendix B-1** hereto and is the owner of the Authority’s Single Family Mortgage Class I Adjustable Rate Bonds, 2012 Series A.

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

Pursuant to Section 29-4-723 of the Act and Title 24, Article 75, Part 6 of the Colorado Revised Statutes (C.R.S. 24-75-601.1), the 2019 Series ABC 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 carry at least two credit ratings at or above “A” or its equivalent from nationally recognized statistical rating organizations and the period from the date of settlement of the Bonds to their maturity date or date of optional redemption that has been exercised as of the date the Bonds are purchased shall be no more than five years. The Act makes the 2019 Series ABC 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 financial statements of the Authority, included in **Appendix G** hereto, have been audited by RSM US LLP, independent auditors, as stated in their report appearing therein. RSM US LLP has not performed any procedures relating to this Official Statement.

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 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: Chief Financial Officer.

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 2019 Series ABC Bonds.

COLORADO HOUSING AND FINANCE
AUTHORITY



By /s/ Patricia Hippe
Chief Financial Officer

(End of Part I)

PART II

COLORADO HOUSING AND FINANCE AUTHORITY

This Part II provides general background information about the Authority, a description of the assets and moneys in the Trust Estate pledged to secure all of the Bonds issued, and which in the future may be issued, under the Master Indenture (including the 2019 Series ABC Bonds), certain risks associated with such Bonds and Trust Estate and an overview of the Authority's Single Family Mortgage Program pursuant to which Mortgage Loans relating to the Trust Estate (either individually or within MBS) have been and will be purchased or funded. For a description of the terms of the 2019 Series ABC Bonds, the sources and uses of funds in connection with the 2019 Series ABC Bonds, certain program assumptions and other matters specifically related to the offering and issuance of the 2019 Series ABC Bonds, see Part I to this Official Statement.

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 Authority is not an agency of State government and not subject to administrative direction by any department, commission, board, bureau or agency of the State. 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.

In order to achieve its authorized purposes, the Authority currently operates both Qualified (tax-exempt) and Non-Qualified (taxable) Single Family Mortgage Programs (see "PART II—THE SINGLE FAMILY MORTGAGE PROGRAM") and various rental and business finance programs. 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.

Board of Directors and Management

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 set forth in the following table:

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Present Board of Directors of the Authority

Name	Affiliation	End of Current Term
Steven Hutt, Chair ⁽¹⁾	Executive Director, Denver Employees Retirement Plan; Denver, Colorado	July 1, 2021
Max Tyler, Chair, pro tem ⁽²⁾	Retired; Lakewood, Colorado	July 1, 2019
Julie Brewen, Secretary/Treasurer ⁽³⁾	Executive Director; Fort Collins Housing Authority dba Housing Catalyst; Fort Collins, Colorado	July 1, 2019
Irving Halter	Executive Director, Colorado Department of Local Affairs; Denver, Colorado	At the pleasure of the Governor
Amber L. Hills	President, Lakewood Market FirstBank; Lakewood, Colorado	July 1, 2021
Chris Holbert ⁽⁴⁾	State Senate Majority Leader; Parker, Colorado	January 4, 2019
Jody Kole	Executive Director, Grand Junction Housing Authority; Grand Junction, Colorado	July 1, 2021
Jennifer Lopez	Project Manager, Cardinal Capital Management, Inc.	July 1, 2021
Dianne Ray	Colorado State Auditor; Denver, Colorado	Standing
Cecilia Sanchez de Ortiz	Retired; Denver, Colorado	July 1, 2019
Paul Washington	Market Director, Rocky Mountain Region, Jones Lang LaSalle, Inc.; Denver, Colorado	July 1, 2021

⁽¹⁾ This Board member was elected as Chair of the Board effective March 22, 2018.

⁽²⁾ This Board member was elected as Chair, pro tem, of the Board effective March 22, 2018.

⁽³⁾ This Board member was appointed as Secretary/Treasurer of the Board effective March 22, 2018.

⁽⁴⁾ This Board member serves for the legislative biennium and the position is appointed in January at the beginning of the regular legislative session held in odd-numbered years.

The Authority employs a staff of approximately 174 persons, including persons who have experience and responsibilities in the areas of finance, accounting, law, mortgage loan underwriting, loan servicing, housing development, market analysis, construction, marketing, government relations and asset management. The executive officers and select senior staff of the Authority are as follows:

Cris A. White, Executive Director, was appointed as Executive Director in March 2010, after serving as Chief Operating Officer since February 2002. Mr. White joined the staff in 1988 and served in various capacities until January 1996. He rejoined the staff in September of 1996 as the Director of Asset Management, after serving in the interim as a business development executive with an international equipment and real estate mortgage lender. On February 1, 2001, Mr. White was appointed Deputy Executive Director for Asset Management and Business Support Services and served until his present appointment. He also continued to serve as Director of Asset Management until December 10, 2001. Mr. White has a Bachelor's Degree in Business Administration from Regis College.

Jaime G. Gomez, Deputy Executive Director and Chief Operating Officer, joined the staff in August 1999. Prior to his appointment as Chief Operating Officer in March 2010, Mr. Gomez served as the Director of Commercial Lending following a corporate reorganization in July 2003 which merged the Authority's Business Finance and Rental Finance Divisions, forming the Commercial Lending Division (now referred to as the Community Development Division). Prior to that position, Mr. Gomez served as the Director of Business Finance. Mr. Gomez is a graduate of the University of Colorado with a degree in Finance. Mr. Gomez has prior experience working in both the public and private sector, including five-and-a-half years as director of finance and business development for the Colorado Office of Economic Development. Mr. Gomez was also designated as a certified bank examiner by the Federal Reserve Board of Governors in February of 1991. Mr. Gomez was appointed as Deputy Executive Director on January 31, 2017.

Charles K. Knight, General Counsel and Assistant Secretary, joined the staff in April 2016, following a nationwide search. Prior to joining the Authority, Mr. Knight served as the founder of Venture Law Advisors, LLC ("Venture") a law firm representing emerging growth companies. Prior to forming Venture, Mr. Knight served as President and Chief Executive Officer of AmeriVest Properties Inc., a publicly held real estate investment trust based in Denver, and held senior executive and legal positions with other public and private companies. Mr. Knight also served on the Board of Directors of the Authority from July 2011 through March 2016. Mr. Knight received a Bachelor's Degree in experimental psychology from the University of California at Santa Barbara and Master of Business Administration and Juris Doctor Degrees from the University of California at Los Angeles. The Authority maintains risk management, internal audit, information security and compliance functions under the direction of the General Counsel.

Patricia Hippe, Chief Financial Officer, joined the staff in October 2011. Prior to joining the Authority, Ms. Hippe spent 16 years at the Minnesota Housing Finance Agency, the first five years as the Finance Director and later as the Deputy Commissioner and Chief Financial Officer. Prior to her work with the Minnesota Housing Finance Agency, Ms. Hippe was the assistant vice president and corporate trust officer for Wells Fargo Bank, formerly known as Norwest Bank, from 1994 to 1995. From 1984 to 1994, Ms. Hippe was the manager of secondary market programs for Higher Education Management and Resources (HEMAR) Management Corporation. In this capacity, she oversaw the daily finance, accounting and secondary market operations of HEMAR's seven affiliate companies which specialized in providing student loan secondary market programs. Ms. Hippe received her Bachelor's Degree in Business Administration from the University of Minnesota, and earned her Master of Business Administration Degree from the University of St. Thomas in St. Paul, Minnesota and has successfully completed exams for Certified Public Accountants (inactive status) and Certified Management Accountants. Ms. Hippe has announced her intention to retire and step down as the Chief Financial officer of the Authority effective May 3, 2019. The Authority intends to conduct a national search and select its next Chief Financial Officer on or before the date of Ms. Hippe's retirement.

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.

Thomas Bryan, Director of Accounting/Controller, joined the staff as Controller in February 2014. Mr. Bryan brought experience in governmental and not-for-profit accounting, having served for four years as Controller for the City of Centennial and for five years as Accounting Manager for the Town of Parker, Colorado. 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 October 1, 2018, the Authority had approximately 169 full-time and 5 part-time employees, all of whom were members of the Public Employees' Retirement Association of Colorado ("PERA"). The Authority provides its employees with pension benefits through both a defined benefit and defined contribution pension plan as administered by PERA. State statutes required the Authority to contribute 12.68% of each participating employee's gross salary to PERA in 2017. In 2017, the Authority's PERA contribution totaled approximately \$2.1 million.

In accordance with generally accepted accounting principles, the Authority recognizes pension liabilities based on its proportionate share of the collective net pension liability of the PERA pension trust. The Authority has no legal obligation to fund any of PERA's unfunded pension liability beyond its required annual contribution to the trust nor does it have any ability to affect funding, benefit, or annual required contribution decisions made by PERA or the General Assembly. For more information with respect to the Authority's participation in PERA, see footnote (12) of the audited 2017 financial statements of the Authority, attached as Appendix G.

Insurance Coverage

The Authority has general liability, public officials, cyber liability, mortgage protection and crime/fidelity insurance coverage.

Selected Financial Information

The following are the Statement of Net Position at December 31, 2017 and Statement of Revenues, Expenses and Changes in Net Position for the year ended December 31, 2017, which are from the audited financial statements of the Authority for the year ended December 31, 2017 attached as **Appendix G** hereto. 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 the Bonds and Auxiliary Obligations under the Master Indenture and also services such Mortgage Loans. See "Obligations of the Authority" and "The General Fund" under this caption. See also "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 2019 Series ABC Bonds are not being designated as general obligations of the Authority. *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 2019 Series ABC Bonds) when due.*

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Colorado Housing and Finance Authority
Combining Schedule—Statement of Net Position
December 31, 2017
(in thousands of dollars)

Colorado Housing and Finance Authority
Statement of Net Position
As of December 2017 and 2016
(in thousands of dollars)

	2017	2016
Assets		
Current assets:		
Cash		
Restricted	\$ 112,427	\$ 117,993
Unrestricted	47,530	43,088
Investments (partially restricted, see note 2)	331,787	291,336
Loans receivable (partially restricted, see note 3)	34,104	34,644
Loans receivable held for sale	149,694	128,425
Other current assets	12,677	25,792
Total current assets	688,219	641,278
Noncurrent assets:		
Investments (partially restricted, see note 2)	372,708	246,338
Loans receivable, net (partially restricted, see note 3)	988,999	1,004,680
Capital assets, net	14,194	4,441
Other assets	35,257	32,525
Total noncurrent assets	1,411,158	1,287,984
Total assets	2,099,377	1,929,262
Deferred outflows of resources		
Accumulated increase in fair value of hedging derivatives	81,942	95,952
Pension contributions and investment earnings	7,404	6,507
Refundings of debt	3,657	5,741
Total deferred outflows of resources	93,003	108,200
Liabilities		
Current liabilities:		
Short-term debt	92,785	61,005
Bonds payable	117,380	46,947
Notes payable	104	103
Other current liabilities	161,927	172,899
Total current liabilities	372,196	280,954
Noncurrent liabilities:		
Bonds and notes payable	1,256,403	1,232,092
Derivative instruments	71,043	91,385
Hybrid instrument borrowing	21,113	26,687
Net pension liability - proportionate share	32,535	25,185
Other liabilities	15,674	11,563
Total noncurrent liabilities	1,396,768	1,386,912
Total liabilities	1,768,964	1,667,866
Deferred inflows of resources		
Accumulated decrease in fair value of hedging derivatives	6,367	4,830
Pension investment differences	49	296
Total deferred inflows of resources	6,416	5,126
Net position		
Investment in capital assets	14,194	4,441
Restricted primarily by bond indentures	160,817	155,022
Unrestricted	241,989	205,007
Total net position	\$ 417,000	\$ 364,470

See accompanying notes to basic financial statements.

For information on changes to the Authority's net position due to accounting treatment of certain Interest Rate Contracts under the Master Indenture, see "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS – Interest Rate Contracts" herein.

Colorado Housing and Finance Authority
Combining Schedule - Statement of Revenues, Expenses and Changes in Net Position
For the year ended December 31, 2017
(in thousands of dollars)

Colorado Housing and Finance Authority
Statement of Revenues, Expenses and Changes in Net Position
For the years ended December 2017 and 2016
(in thousands of dollars)

	2017	2016
Interest income and expense:		
Interest on loans receivable	\$ 55,777	\$ 63,648
Interest on investments	17,068	14,472
Interest on debt	(56,033)	(53,367)
Net interest income	16,812	24,753
Other operating income (loss):		
Gain on sale of loans	106,788	86,527
Investment derivative activity gain	3,143	2,651
Net increase (decrease) in the fair value of investments	5,950	(5,032)
Other revenues	41,110	29,504
Total other operating income	156,991	113,650
Total operating income	173,803	138,403
Operating expenses:		
Salaries and related benefits	27,515	22,207
General operating	92,395	90,306
Depreciation	684	932
Provision for loan losses	698	(180)
Total operating expenses	121,292	113,265
Net operating income	52,511	25,138
Nonoperating income and expenses:		
Federal grant receipts	137,126	129,405
Federal grant payments	(137,126)	(129,405)
Gain (loss) on sale of capital assets	19	(702)
Total nonoperating income and expenses	19	(702)
Change in net position	52,530	24,436
Net position:		
Beginning of year	364,470	340,034
End of year	\$ 417,000	\$ 364,470

See accompanying notes to basic financial statements.

For information on changes to the Authority's net position due to accounting treatment of certain Interest Rate Contracts under the Master Indenture, see "Part II – SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS – Interest Rate Contracts" herein.

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 INTENDED TO PROVIDE A GENERAL OVERVIEW OF THE OVERALL FINANCIAL STATUS OF THE AUTHORITY. THE GENERAL CREDIT OF THE AUTHORITY IS *NOT* BEING PLEDGED FOR THE PAYMENT OF THE 2019 SERIES ABC BONDS.

The General Fund is funded principally from gains achieved by selling Mortgage-Backed Securities; servicing fees payable to the Authority in connection with outstanding loans; fee income, including administrative fees payable by the federal government in connection with the Section 8 (defined below) housing assistance payments program, loan fees payable to the Authority by borrowers and contract management administrative fees; income on investments and mortgage loans held temporarily (for warehousing purposes) and permanently in the General Fund; and 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). 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 unrestricted net position 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 designates certain amounts of the unrestricted net position 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 designations at any time. For more information with respect to the designated portion of the Authority’s General Fund unrestricted net position, see footnote (11) of the audited 2017 financial statements, attached as **Appendix G**.

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, 2017 as provided by the Authority:

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Colorado Housing and Finance Authority
General Fund
Selected Financial Information
Years Ended December 31
(in thousands of dollars)

	FY 2017	FY 2016	FY 2015	FY 2014	FY 2013 ⁽¹⁾
Interest and investment revenue:					
Loans receivable	\$10,284	\$8,145	\$7,191	\$ 6,461	\$ 6,835
Investments	480	570	724	184	153
Net increase (decrease) fair value of long-term investments	<u>1,170</u>	<u>(106)</u>	<u>(210)</u>	<u>(46)</u>	<u>(157)</u>
Total interest and investment revenue	11,934	8,609	7,705	6,599	6,831
Interest expense - bonds and notes payable	<u>2,310</u>	<u>1,395</u>	<u>1,307</u>	<u>1,485</u>	<u>2,985</u>
Net interest and investment revenue	9,624	7,214	6,398	5,114	3,846
Other revenue (expense):					
Fees and miscellaneous income	143,175 ⁽²⁾	115,973 ⁽²⁾	76,810 ⁽²⁾	46,032	46,586
Hedging activity loss	(100)	2,572	250	(1,154)	992
Gain on sales of capital assets	<u>19</u>	<u>(702)</u>	<u>-</u>	<u>(20)</u>	<u>5</u>
Total other revenue	<u>143,094</u>	<u>117,843</u>	<u>77,060</u>	<u>44,858</u>	<u>47,583</u>
Net revenue	152,718	125,057	83,458	49,972	51,429
Operating expenses:					
Salaries and related benefits	27,515 ⁽³⁾	22,207	18,647	16,977	16,505
General operating	87,895 ⁽⁴⁾	87,095 ⁽⁴⁾	49,641 ⁽⁴⁾	23,059	15,715
Provision for losses	569	662	429	(1,180)	1,078
Transfers	(11,988)	2,414	605	(1,851)	12,333
Depreciation	<u>684</u>	<u>932</u>	<u>1,109</u>	<u>1,197</u>	<u>1,655</u>
Total operating expense	<u>104,675</u>	<u>113,310</u>	<u>70,431</u>	<u>38,202</u>	<u>47,286</u>
Change in net assets	<u>48,043</u>	<u>11,747</u>	<u>13,027</u>	<u>11,770</u>	<u>4,143</u>
Restatement due to GASB 68	<u>--</u>	<u>--</u>	<u>(16,653)</u>	<u>--</u>	<u>--</u>
Net Assets, end of year	<u>\$263,520</u>	<u>\$215,477</u>	<u>\$203,730</u>	<u>\$207,356</u>	<u>\$195,586</u>
Bonds and Notes Payable	<u>\$117,225</u>	<u>\$ 90,286</u>	<u>\$100,079</u>	<u>\$ 87,105</u>	<u>\$ 78,430</u>
Total Assets	<u>\$527,298</u>	<u>\$442,363</u>	<u>\$410,180</u>	<u>\$349,559</u>	<u>\$319,057</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⁾ The substantial increase in fee income in fiscal years 2015, 2016 and 2017 was the result of increased loan production and mortgage-backed securities sales during those fiscal years. See "PART II—THE SINGLE FAMILY MORTGAGE PROGRAM—Background."

⁽³⁾ Includes the Authority's contributions to PERA. See footnote (12) to the audited financial statements of the Authority attached as **Appendix G** for more information regarding the Authority's participation in PERA.

⁽⁴⁾ The increase in general operating expenses for fiscal years 2015, 2016 and 2017 resulted from the Authority's launch of a grant program to fund expenses, including down payment assistance, as described in "PART II—THE SINGLE FAMILY MORTGAGE PROGRAM—Reservation, Delivery and Acquisition of Mortgage Loans."

Sources: Derived based on the audited financial statements of the Authority for years ended December 31, 2013-2017. See the audited 2017 financial statements attached as **Appendix G** hereto.

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 2017 financial statements of the Authority attached as **Appendix G** hereto.

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 2019 Series ABC Bonds.** See “PART II—SECURITY FOR THE BONDS AND AUXILIARY OBLIGATIONS.” See also “Obligations of the Authority” under this caption.

Single Family Mortgage Program. Under the Authority’s single-family mortgage programs (collectively, the “Single Family Mortgage Program”), 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. See “PART II—THE SINGLE FAMILY MORTGAGE PROGRAM—Background.”

Under its Qualified Single Family Mortgage Program, the Authority may make mortgage loans to Eligible Borrowers meeting certain income limit requirements, for property meeting all applicable requirements for purchase under the Single Family Program (each an “**Eligible Property**”) not exceeding certain Purchase Price limits, and subject to certain other restrictions imposed, in some cases, by the Code. The Authority permits Eligible Borrowers under its Non-Qualified Single Family Mortgage Program to meet certain income limits which are generally somewhat higher than the limits permitted for the Qualified Single Family Mortgage Program. Except for the CHFA SectionEightSM Homeownership programs, which have prior homeownership restrictions, there is no limit imposed by the Authority 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 all such mortgage loans must meet applicable 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 Program, see footnote (3) to the audited 2017 financial statements of the Authority attached as **Appendix G** hereto.

A significant number of the Authority’s single-family mortgage loans include down payment assistance in the form of grants or second mortgage loans to borrowers. See “PART II—THE SINGLE FAMILY MORTGAGE PROGRAM.”

Commercial Loan Programs. The Authority’s Community Development Division encompasses the Authority’s Low Income Housing Tax Credit allocation unit, and the Community Development Lending team, which is comprised of the Multifamily Affordable Housing Lending (“**Multifamily Lending**”) and Business Finance Lending programs.

Multifamily Lending Programs. The Multifamily Lending programs provide financing to sponsors of affordable rental housing properties. Financing options include construction to permanent loans, permanent-only loans, acquisition loans, acquisition/rehabilitation loans and, in certain circumstances, refinancing of existing debt. Other financing structures may be considered, based upon the property characteristics and sub-market due diligence, as well as the demonstrated experience and financial capacity of the sponsor.

The mortgages originated under the multifamily loan programs include a combination of insured and uninsured mortgages. The Authority is a Tier I lender under Section 542(c) of the Housing and Community Development Act of 1992, as amended (the “**Risk-Share Program**”), which provides insurance on multifamily loans and is a credit enhancement mechanism available only to qualified housing and finance agencies acting as the mortgage lender. These insured 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 claim under the Risk-Share Program, the Authority is responsible to reimburse the U.S. Department of Housing and Urban Development (“**HUD**”) for 50% of any loss incurred by HUD 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. The Indenture may include loans insured by the Federal Housing Administration (“**FHA**”) under its Multifamily Accelerated Processing, which requires payment by FHA of not less than 90% for such programs as the programs authorized under Sections 221(d)(3), 221(d)4 and 223(f) of the National Housing Act of 1934, as amended. For certain information regarding the Authority’s outstanding insured multifamily rental loans, see footnote (3) to the audited 2017 financial statements of the Authority attached as **Appendix G** hereto.

The Authority also makes uninsured multifamily loans to § 501(c)(3) nonprofit corporations, public housing authorities, and for-profit borrowers. The Authority has made certain multifamily rental loans to for-profit borrowers in support of certain rental housing facilities at Fort Carson Army Base and at the United States Air Force Academy in Colorado Springs, Colorado.

Uninsured multifamily loans have also been made by the Authority using funds from amounts in its General Fund designated as the Housing Opportunity Fund (“**HOF**”); specifically, the Authority makes fixed interest rate loans and provides interest rate subsidies to nonprofit and for-profit developers in support of rental housing facilities targeted to support affordable rental housing. All HOF loans must conform to standard Authority diligence processes and underwriting criteria, unless waived in accordance with the Authority’s standard process, and will be secured by either first or second mortgages on real estate (maximum combined Loan to Value/Cost of 95% for non-profits and 90% for all others). Loan terms on HOF loans may range up to 40 years.

Under its Rental Acquisition 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. At the present time, the Authority does not own any facilities under this Program. 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 its direct 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 and the Rural Development Loan Program (“**RDLP**”) described below. These business loans must meet certain economic development or job creation/retention objectives under the Act and are made to Colorado businesses to provide long-term, fixed rate financing for real estate and equipment. The uninsured direct business loans are secured by a first lien on the real estate or the assets financed, are made in amounts up to 90% of the lesser of cost or appraised value of the collateral, are fully-amortizing over

terms of up to 30 years for real estate loans and seven years for equipment, and generally require guarantees from principals of the business having a 20% or greater ownership interest. A guaranty is also required from the operating company if different from the Borrower. Some of the Authority's small business loans may carry credit enhancement by an agency or instrumentality of the United States under an insurance program requiring payment of not less than 50% of the principal amount of such mortgage in the event of default. Direct small business loans insured to date have utilized the USDA Rural Development guarantee programs.

- 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 direct loans to for-profit businesses to finance owner-occupied real estate and/or equipment. The Program provides a direct loan option (where the Authority originates the first mortgage loan which generally finances 50% of the project costs). An SBA-approved Certified Development Company provides a second mortgage for up to 40% of the total project costs, with the Borrower providing the remaining 10% of the costs. The Authority may also fund an SBA-approved subordinate mortgage on a short-term basis in conjunction with its first mortgage lien. This structure may be necessary in instances when interim financing is not in place by the borrower. The Authority's subordinate mortgage loan is taken out by the SBA following the sale of the agency's debentures typically occurring within 45-60 days. The underwriting of these interim mortgages must conform to the Authority's small business loans underwriting criteria and program guidelines.
- RDLP was created through a partnership with the USDA Intermediary Relending Program to provide financing for community and economic development projects based in rural areas of Colorado. Rural communities are defined as those with populations of less than 25,000. Under the program, CHFA originates direct loans for small businesses to finance real estate, machinery, and equipment providing the borrower with a long-term, fixed interest rate throughout the term of the loan. The maximum loan size is \$500,000.

The Authority has also financed business loans to corporations, partnerships and limited liability companies for certain manufacturing and solid waste disposal projects.

Contract Management. The Authority provides contract management administration by serving as fund administrator to third-party organizations whose activities align with its mission. The contracts range from overseeing programs that are designed to increase access to capital for small business lending to managing revolving loan funds. The Authority's role may include registration of third-party originated loans, underwriting loans on behalf of a funder, and/or closing and servicing responsibilities. In exchange for these services, the Authority earns a fee either through the collection of an administrative fee and/or spread income on loans serviced.

One of the contract management administration roles performed by the Authority is with HUD for the provision of Performance-Based Contract Administration ("**PBCA**") services under Section 8 of the United States Housing Act of 1937, as amended ("**Section 8**"). The Authority entered into an annual contribution contract ("**ACC**") with HUD in 2001 (the "**Colorado ACC**"), which was renewed until 2011. A solicitation issued by HUD at that time for PBCA services and subsequent actions were protested by numerous states and the protests were supported by the U.S. Government Accountability Office ("**GAO**").

The GAO determination was appealed by HUD and numerous suits and countersuits followed. In the meantime, the Colorado ACC has been extended until June 30, 2019, and the Authority has continued to perform the PBCA services and receive significant fees.

Based on extensive comments received in response to its draft solicitations, HUD canceled the Housing Assistance Payments National and Regional Support Services Solicitation which was intended to replace the current PBCA contracts. It is uncertain what the procurement process will be and whether the Authority will be chosen by HUD to continue as the contract administrator for Colorado. In the event the Colorado ACC is awarded to another administrator, the Authority's future level of fee revenues could be materially impacted.

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 2017 financial statements of the Authority included in **Appendix G** hereto.

Single Family Mortgage Program. In connection with its Single Family Mortgage Program, the Authority has issued its Single Family Mortgage Bonds and Notes (referred to as "**Bonds**" in this Official Statement), payable from the revenues of mortgage loans held under the Master Indenture dated as of October 1, 2001, outstanding as of October 1, 2018 in the aggregate principal amount of \$655,231,571. See **Appendix B-1** for further detail about the Bonds and related arrangements.

In connection with its Single Family Mortgage Program, the Authority has also issued its Single Family Program Bonds (Homeownership Bonds) under a master indenture dated as of December 1, 2009 (the "**Homeownership Indenture**"), payable from the revenues of the mortgage loans held thereunder, outstanding as of October 1, 2018 in the aggregate principal amount of \$138,916,035.

The Authority's financing activities in connection with the Single Family Mortgage Program may also include the sale of certain single-family mortgage loans to Fannie Mae and Freddie Mac, and the issuance and/or sale of Fannie Mae Certificates, Freddie Mac Certificates and Ginnie Mae Certificates in order to finance certain first mortgage loans. See footnote (15) of the audited 2017 financial statements of the Authority attached as **Appendix G** hereto for a discussion of the Authority's obligation to advance funds to holders of such Ginnie Mae Certificates in the event of a defaulted mortgage loan and amounts so advanced in fiscal years 2016 and 2017. Proceeds of bonds under the Single Family Master Indenture may be used to finance second mortgage loans and/or down payment assistance grants relating to such first mortgage loans financed by and securing the Ginnie Mae Certificates, Fannie Mae Certificates or Freddie Mac Certificates. 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 2017 financial statements of the Authority attached as **Appendix G** hereto. 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. The Authority has financed multifamily rental loans with proceeds of its Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds under a Master Indenture of Trust dated as of June 1, 2013 (the "**Federally Insured Multifamily Housing Loan Program Master Indenture**") by and between the Authority and The Bank of New York Mellon Trust Company,

N.A., as trustee, outstanding as of October 1, 2018 in an aggregate principal amount of \$149,878,610. Since 2000, the Authority has financed rental and business loans, and participation interests representing the guaranteed portions of certain loans, with proceeds of its Multi-Family/Project Bonds under a Master Indenture of Trust dated as of March 1, 2000 by and between the Authority and Wells Fargo Bank, National Association, as Trustee, (the “**Multi-Family/Project Indenture**”) which were outstanding as of October 1, 2018 in an aggregate principal amount of \$377,000,000. 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.

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 multifamily rental loans. See “General Obligations—Privately Placed Bonds” under this caption. See footnote (6) of the audited 2017 financial statements of the Authority included in **Appendix G** hereto for more information regarding these outstanding bonds and notes.

The Authority has also acted as a conduit issuer of bonds, including industrial development revenue bonds, to finance certain mortgage loans on behalf of housing developers and nonprofit 501(c)(3) entities and to finance manufacturing facilities and solid waste disposal facilities on behalf of companies. The Authority is only obligated to make payments on these conduit bonds to the extent it receives funds for that purpose from the conduit borrower or some other party, such as a third-party credit enhancer. As the Authority’s credit is not part of these transactions, these conduit bonds are not reported as obligations of the Authority on its financial statements. See footnote (7) of the audited 2017 financial statements of the Authority included in **Appendix G** hereto.

Business loans and participation interests have also been financed by the Authority with the proceeds of the general obligation bonds described in “General Obligations—General Obligation Ratings” and 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.

Except for the Bonds outstanding under the Master Indenture, the revenue bonds described above and on the Authority’s website are secured separately from and are not on parity with the 2019 Series ABC 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.

Multi-Family/Project Bonds. The Authority has issued certain Class I Multi-Family/Project Bonds (outstanding as of October 1, 2018 in an aggregate principal amount of \$60,085,000) in order to finance certain rental and business loans which are payable not only from a senior lien on loan revenues under the Master Indenture but also as general obligations of the Authority. The Authority has also issued certain Class II Multi-Family Bonds (outstanding as of October 1, 2018 in an aggregate principal amount of \$17,145,000) 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 Indenture but also as general obligations of the Authority. These Class II Bonds are payable from loan revenues on a subordinate lien basis to the Class I Bonds.

Privately Placed Bonds. The Authority has issued general obligation bonds through private placements in order to finance multifamily rental loans. As of October 1, 2018, such privately placed bonds were outstanding in an aggregate principal amount of \$6,705,000. The Authority has also funded business

loans using proceeds of its privately placed bonds, outstanding as of October 1, 2018 in the aggregate principal amount of \$310,000.

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 October 1, 2018 in the aggregate principal amount of \$166,533,245. 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 the Risk-Share Program. As of October 1, 2018, such mortgage loans insured under the Risk-Share Program were outstanding in the amount of \$209,203,774 (\$59,325,164 held under the Multi-Family/Project Indenture and \$149,878,610 held under the Federally Insured Multifamily Housing Loan Program Indenture).

In the case of a claim under the Risk-Share Program, the Authority is responsible, as a general obligation, to reimburse HUD 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—Multifamily Lending Programs” under this caption. Since 2013, the Authority has incurred losses under the Risk-Share Program of approximately \$1.2 million following the defaults on the mortgage loans, including those for the Fox Run, Platte Valley Village II and Gold Camp projects. Losses include the defaults on such insured mortgage loans, the foreclosure and sale of those projects and the settlement of the respective final insurance claims with HUD. 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**—“OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS—the Outstanding Auxiliary Obligations.” See also “Authority Policy Regarding Swaps” above and footnote (8) to the audited 2017 financial statements of the Authority attached as **Appendix G** hereto.

Other Borrowings. The Authority has entered into an agreement with the Federal Home Loan Bank of Topeka (“**FHLB**”) for collateralized borrowings in an aggregate amount not to exceed the lending limit internally established by the FHLB, which is 40% of the Authority’s total assets. Amounts drawn under this agreement bear interest at the same rates charged by the FHLB to its member banks and are collateralized by certain Mortgage Loans and investments. This line of credit is subject to annual renewal in November of each year. The Authority has also entered into an agreement with KeyBank National Association for an unsecured line of credit in an amount not to exceed \$50 million. Amounts drawn under this line of credit bear interest at a variable rate based upon the one-week or one-month LIBOR rate. This line of credit terminates on October 1, 2019. Amounts drawn under each of these agreements are used to support the Authority’s various lending programs by purchasing loans pending the permanent financing of such loans and, with respect to amounts drawn under the FHLB agreement, for activities related to the Authority’s volume cap preservation program. As of October 1, 2018, borrowings in the aggregate principal amount of \$136,100,000 were outstanding under these agreements. See footnote (5) to the audited 2017 financial statements of the Authority attached as **Appendix G** hereto.

The Authority also expects to enter into an agreement with an additional commercial bank for collateralized borrowings of up to \$40 million to support the Authority’s single family loan production.

The Authority has also borrowed amounts evidenced by Rural Business Cooperative Service Notes (outstanding as of October 1, 2018 in the aggregate principal amount of \$316,723), 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 “A1” 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 October 1, 2018. Further detail regarding these items is provided under the other subcaptions of “Obligations of the Authority.”

Summary of Certain Authority Obligations as of October 1, 2018

Certain Authority Obligations	Outstanding Amount (October 1, 2018)
Federally Insured Multi-Family Housing Loan Program Pass-Through Revenue Bonds (MF Pass-Through Indenture)	\$149,878,610
Multi-Family/Project Bonds (2000 Master Indenture)	377,000,000
Single Family Program Bonds (Homeownership Indenture)	138,916,035
Single Family Mortgage Bonds (2001 Master Indenture)	655,231,571
Privately Placed Bonds:	7,015,000
Rental Finance	6,705,000
Business Finance	310,000

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 October 1, 2018. Further detail regarding these items is provided under the other subcaptions of “Obligations of the Authority.”

General Obligations of the Authority as of October 1, 2018

General Obligations	Outstanding Amount (October 1, 2018)
Multi-Family/Project Bonds:	
Class I (with GO Pledge)	\$60,085,000
Class II (with GO Pledge)	17,145,000
Privately Placed Bonds:	
Rental Finance	\$6,705,000
Business Finance	310,000
Single Family	-0-
Other Borrowings:	
Line of Credit	\$136,100,000
Rural Business Cooperative Service Notes	316,723

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.

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 and in other cases will constitute Class III Bonds and be designated as General Obligations of the Authority. 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 or Class II 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” below. *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:

- (a) all right, title and interest of the Authority in and to the proceeds of Bonds until used as set forth in the Master Indenture;
- (b) all right, title and interest of the Authority in and to the Revenues (as described in “Revenues” below);
- (c) 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);
- (d) 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” below; and
- (e) 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.

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 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 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 “SUMMARY OF CERTAIN PROVISIONS OF THE 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—“SUMMARY OF CERTAIN PROVISIONS OF THE 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” below. “**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” below. 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, or RHS-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 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 made 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 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 up-front 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 Code. The Mortgage Lenders may include certain banks, trust companies, FHA-approved direct endorsement mortgagees, VA-approved lenders, Fannie Mae-approved and/or Freddie Mac-approved sellers, RHS-approved mortgagees, national banking associations and credit unions.

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. 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 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**—“SUMMARY OF

CERTAIN PROVISIONS OF THE MASTER INDENTURE—Program Covenants” and “—Enforcement of Mortgage Loans, MBS 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 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 Mortgage Lenders and thereafter purchased or funded 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” above. See also **Appendix A**—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE—Acquisition of Mortgage Loans.” 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” below. 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**—“SUMMARY OF CERTAIN PROVISIONS OF THE 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 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**—“SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE—Debt Service Reserve Fund.”

Liquidity Facilities

Pursuant to the respective Series Indentures, the Authority has entered, and expects 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—Outstanding 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+" and "P-1/VMIG-1" (in the case of S&P and Moody's, respectively) on the related Adjustable Rate Bonds, except with respect to the 2001AA-2 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.

The Authority has agreed that, for so long as any Liquidity Facility is in full force and effect, 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 expects 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 Swaps." Any payments or receipts received by the Authority under the Interest Rate Contracts will be pledged as Revenues, as described in "Revenues" above. 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 or Class II Obligation under the Master Indenture, secured on parity with the lien on the Trust Estate of the other Class I Obligations and Class II Obligations, respectively. 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.”

In connection with the accounting for certain Interest Rate Contracts under the Master Indenture, the Authority has recorded adjusted entries to eliminate deferred outflows of resources associated with such Interest Rate Contracts and certain debt refundings which began in 2012. The net impact of these adjustments on the financial statements resulted in a decrease of the net position of the Master Indenture (and thus the Authority) of roughly \$9.4 million. These adjustments will be reflected in the Authority’s fiscal year 2018 financial statements.

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.” The 2019 Series ABC Bonds being offered by this Official Statement will be Bonds under the Master Indenture. Furthermore, 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.” There is no assurance that the Mortgage Loans and MBS 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 Obligations under the Master Indenture when due. See **Appendix A**—“SUMMARY OF CERTAIN PROVISIONS OF THE 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.

Special Considerations Relative to Loan/MBS Origination

There are numerous reasons why the entire amount on deposit in any subaccount of the Acquisition Account for a particular Series of Bonds (including for the 2019 Series ABC Bonds) may not be used to acquire, or to reimburse the Authority for its costs of acquiring, Mortgage Loans in accordance with the Indenture. One of the principal factors in originating real estate loans is the availability of funds to make such loans at interest rates and on other terms that prospective borrowers can afford. The Authority has determined that there is at the present time a shortage of funds in the State to make such loans on terms competitive with those terms specified for the Mortgage Loans. This condition could change during the origination period for the Mortgage Loans. For example, prevailing interest rates for conventional mortgages in the State could decrease and make the Mortgage Loans less attractive to potential Applicants.

See “PART II—COLORADO HOUSING AND FINANCE AUTHORITY—Programs to Date—Single Family Mortgage Program.” See also “PART I—CERTAIN PROGRAM ASSUMPTIONS—Characteristics of 2019ABC GNMA MBS” and “—2019ABC Second Mortgage Loans.” The Authority has taken reservations for mortgage loans which may, if closed, be acquired using proceeds of Bonds in the Acquisition Account. However, other issuers may issue bonds and make funds available on terms competitive with those terms specified for the Mortgage Loans.

In the event that sufficient Mortgage Loans have not been originated and acquired so that the costs of such Mortgage Loans do not equal the amounts in a particular subaccount of the Acquisition Account, such amounts in the Acquisition Account which cannot be used to acquire, or to reimburse the Authority for its costs of acquiring, Mortgage Loans as certified by the Authority may be used to redeem Bonds in the Related Series and, in the case of the 2019 Series A Bonds and 2019 Series C Bonds, as described in Part I.

Considerations Regarding Redemption at Par

PURSUANT TO THE SPECIAL REDEMPTION PROVISIONS OF THE MASTER INDENTURE, THE 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, WHICH MAY INCLUDE UNEXPENDED BOND PROCEEDS, EXCESS REVENUES FROM REGULAR LOAN PAYMENTS, VOLUNTARY OR INVOLUNTARY PREPAYMENTS AND AMOUNTS DEPOSITED AS A RESULT OF ANY OTHER EVENT AS DESCRIBED HEREIN. TO THE EXTENT ANY SERIES OF BONDS ARE SUBJECT TO REDEMPTION FROM MORTGAGE LOAN OR MBS PAYMENTS OR PREPAYMENTS, THE TIME OR RATE OF SUCH PAYMENTS OR PREPAYMENTS CANNOT BE PREDICTED. **However, it is assumed that a substantial portion of each Series of Bonds 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.**

Risks Related to the Liquidity Facility Providers and the Liquidity Facilities

Creditworthiness of the Liquidity Facility 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 Facility Provider. Any downgrade in the ratings of the related Liquidity Facility 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 Facility 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 Facility Provider or the financial condition of any entity with which any Liquidity Facility Provider may merge or by which it may be acquired. For more information about the Liquidity Facility Providers and Outstanding Liquidity Facilities, see **Appendix B-1**—“THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS—The Outstanding Auxiliary Obligations—Outstanding Liquidity Facilities.” If a Liquidity Facility 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** hereto. 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 a result, related Adjustable Rate Bonds subject to such mandatory purchase will become Bank Bonds under the Master Indenture. **Coverage under the 2019B-2 Liquidity Facility for the 2019 Series B-2 Bonds is stated to expire on December 31, 2022, subject to prior termination or extension.** See “Interest Costs Associated with Bank Bonds; Priority of Accelerated Payments” below.

Interest Costs Associated with Bank Bonds; Priority of Accelerated Payments. 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 can be substantially higher than the variable rate that otherwise would apply to the calculation of interest on the Adjustable Rate Bonds; any increase in those interest rates increases the amount of interest payable by the Trust Estate under the Master Indenture and may affect its sufficiency to pay the Bonds. Payment of such interest on Bank Bonds is on parity with the lien of the related Adjustable Rate Bonds which have been purchased. Furthermore, the Liquidity Facilities provide for accelerated amortization of principal of the respective Bank Bonds payable by the Trust Estate under the Master Indenture. See **Appendix B-1**—“THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS—The Outstanding Auxiliary Obligations—Outstanding Liquidity Facilities” for specific information about the “term-out” provisions of the outstanding Liquidity Facilities. WHILE THE PRINCIPAL PAYMENTS DUE ON THE BANK BONDS FOLLOWING ANY SUCH ACCELERATION BY THE LIQUIDITY FACILITY PROVIDERS WILL IN SOME CASES BE CLASS III OBLIGATIONS AND CONSTITUTE GENERAL OBLIGATIONS OF THE AUTHORITY, SUCH ACCELERATED PRINCIPAL IN OTHER CASES WILL BE ON PARITY WITH THE LIEN OF THE RELATED SERIES OF BONDS WHICH HAVE BEEN PURCHASED OR, IN THE CASE OF CERTAIN BONDS WHICH ARE CLASS II BONDS, WILL BE CLASS I OBLIGATIONS WITH A LIEN PRIOR TO THE LIEN OF SUCH BONDS. See “Inability to Obtain Substitute Liquidity Facility” above.

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 Adjustable Rate 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—The Outstanding Auxiliary Obligations—Outstanding Interest Rate Contracts.” See footnote (8) to the audited 2017 financial statements of the Authority attached as **Appendix G** hereto 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 I**—“INSURANCE AND GUARANTEE PROGRAMS; FORECLOSURE.” Any cash assistance to Borrowers in connection with the Mortgage Loans will decrease the Borrower’s equity in the property and, as a result, it is possible that the Mortgage Loans may in the aggregate perform with higher default rates than Mortgage Loans originated without cash assistance. 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 repositories. See **Appendix J**—“FORM OF CONTINUING DISCLOSURE UNDERTAKING” for a description of the Authority’s future obligations with respect to providing information about the Mortgage Loan portfolio, including default rate information. 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 Indenture 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. 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-insured or VA or Rural Housing Service-guaranteed single-family mortgage loans through the securitization and sale of the loans as Ginnie Mae Certificates or through a pass-through bond issued under a separate indenture. The Authority later transitioned to also funding the purchase of conventional loans, including through the sale of whole mortgage loans and/or MBS to Fannie Mae and Freddie Mac.

The premium income earned from the Authority's sale of mortgage-backed securities has comprised a significant share of the Authority's annual revenues in recent years. See "PART II—COLORADO HOUSING AND FINANCE AUTHORITY—The General Fund—Financial Information for the General Fund." The Federal Reserve has signaled an intent to reduce its investment in mortgages, which may reduce the premiums that can be earned by the Authority. The Authority has no ability to predict the extent or impact of the Federal Reserve's actions.

Communication of Program Information

The Authority communicates information on its website (www.chfainfo.com) and through subscription Internet services regarding changes to policies and procedures for First Mortgage Loans under the Program. Interest rates available to participating Mortgage Lenders on the Authority's loan reservation and tracking system, HomeConnectionsm, or by email, 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" below (the "**Seller's Guide**"). The Seller's Guide describes each Program's 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 his or her existing mortgage loan as part of a refinance program. The Mortgage Lender must use HomeConnectionsm 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 time frames.

In connection with a First Mortgage Loan originated by a Mortgage Lender in the Single Family Mortgage Program, a Borrower may request and obtain, under eligible Mortgage Loan programs, down payment assistance in the form of a Second Mortgage Loan or a grant ("**CHFA DPA Grant**"), the proceeds

of which may, subject to program guidelines, be used to fund up-front 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 down payment. See “Special Program Features” below for further description of these offerings. First Mortgage Loans are offered at varying interest rates with and without down payment assistance. In addition, the Authority requires a Borrower to make a cash contribution using funds other than the proceeds of a Second Mortgage Loan or CHFA DPA Grant. 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 down payment assistance funded by such Mortgage Lenders on behalf of the Authority in connection with such First Mortgage Loans.

In order to satisfy the requirements of the Code in connection with certain Tax-exempt Bonds, the Authority is required by the Indenture to make an amount available for the acquisition of First Mortgage Loans on “targeted area residences” within the meaning of Section 143 of the Code (“**Targeted Area Residences**”) until 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 (the “**First Time Homebuyer Requirement**”). Mortgage Loans in a Non-Qualified Single Family Mortgage Program, and Mortgage Loans made to qualified veterans or in Targeted Areas, are not subject to this requirement. Each Applicant must also intend to occupy the Eligible Property as his or her principal place of residence.

Income Limits. An Applicant may be a Borrower for purposes of a Mortgage Loan only if such Applicant has a current qualifying income or gross annual income, as applicable, 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. For reservations made on or after March 14, 2016, the Authority accepts qualifying income for purposes of meeting the Authority’s income guidelines for many of its Non-Qualified Single Family Mortgage Programs. For these programs, the Authority will defer to the income calculation requirements of the underlying loan program (for example, Fannie Mae, Freddie Mac, FHA, VA, and RHS). As of November 5, 2018, the Authority implemented a single statewide income limit for Mortgage Loans in its Non-Qualified Single Family Mortgage Programs. The Authority requires gross annual income, calculated in accordance with the Code, for purposes of meeting the Authority’s income guidelines for its Qualified Single Family Mortgage Programs.

Credit Scores for Originated Mortgage Loan Applicants. Applicants for Mortgage Loans originated under most programs under the Single Family Mortgage Program with a credit score must meet a minimum credit score requirement of 620 and Borrowers with no credit scores are permitted, subject to program guidelines. Under CHFA Advantage, one of CHFA’s Non-Qualified Single Family Mortgage Programs, Borrowers with a credit score must have a credit score of 680 or above and Borrowers with no credit scores are permitted, subject to program guidelines.

Homebuyer Education Requirement. Applicants for Mortgage Loans originated under most programs under the Single Family Mortgage Program are required by the Authority (at the Authority’s expense) to attend a homebuyer education class. Homebuyer education classes are intended to give Applicants a clearer understanding, among other things, of their debt obligations. Homebuyer education

classes are offered statewide and in-person classes are offered 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 12 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 generally \$99 to be paid by the Borrower.

Additional Eligibility Requirements for Tax-Exempt Mortgage Loans

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 in accordance with the Code. The Authority establishes Purchase Price limits for Eligible Properties subject to IRS requirements, with no differentiation between new and existing residences, based on the county in which such Eligible Property is located. These limits presently range from \$271,100 to \$453,100. Certain of these Purchase Price limits are somewhat lower than those permitted by the 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. 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 applicable average area purchase price, determined in accordance with the Code, with respect to previously occupied or new single-family residences, as the case may be, for the statistical area in which the Eligible Property is located. For Mortgage Loans reserved on or after March 16, 2015, the Authority removed Purchase Price limits from its Non-Qualified Single Family Mortgage Loan Programs.

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 or she 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 Borrower where financing is not provided through the proceeds of qualified mortgage bonds the interest on which is excluded 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 any 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.

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 incorporate by reference the terms and provisions of the Seller’s Guide. The Authority may have recourse against Mortgage Lenders upon violation of the terms of the Mortgage Purchase Agreement and/or 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 may be charged to a Borrower. Mortgage Lenders may also receive additional payments from the Authority such as a servicing release premium and early purchase premium, if applicable, each in the amounts specified by the Authority from time to time.

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 acceptable to the Authority and compliance with applicable insurer, guarantor, investor and/or any other legal requirements; (vii) compliance by the Mortgage Lender with all requirements relating to the sale, insurance or guaranty of the Mortgage Loan; (viii) compliance with the applicable requirements of the 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" above.

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

Early Payoff Penalty

If a Mortgage Loan is refinanced within 180 days of purchase by the Authority, other than through one of the Authority's refinancing programs, regardless of whether the participating Mortgage Lender had any direct or indirect influence or involvement in promoting or soliciting such refinancing, then upon notice by the Authority the participating Mortgage Lender must reimburse the Authority for all lender premiums paid by the Authority to the participating Mortgage Lender in connection with the Mortgage Loan.

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. 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 subservicer. As a result, in November 2012 the Authority entered into a Subservicing Agreement with Dovenmuehle Mortgage, Inc. ("**DMI**") pursuant to which DMI serves as subservicer for the Authority's single-family mortgage loan portfolio (including the Mortgage Loans). The Mortgage Loans were transitioned to DMI in the first quarter of 2013.

DMI is experienced at subservicing 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. The engagement of DMI has assisted the Authority in lowering its long-term costs and improving delinquency and default management. The Authority continues 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 subservicer DMI follows the loss mitigation procedures of the relevant Mortgage Loan insurer, guarantor or investor. The Authority, through DMI, refers all Mortgagors in default to HUD-approved counseling agencies for assistance. From time to time, HUD evaluates loss mitigation efforts by loan servicers. 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. See **APPENDIX I—“INSURANCE AND GUARANTEE PROGRAMS; FORECLOSURE—FHA Insurance.”**

Hazard Insurance

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

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 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 purchased coverage falls below the specified percentage, the insurer's liability in the event of partial loss may be insufficient to restore fully the damage to the Eligible Property.

Program Features

Borrower Premium. In 2014, the Authority implemented a Borrower Premium option 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. The Borrower Premium option is accomplished in the form of a credit to the Borrower. Mortgage Lenders are reimbursed for the credit to the Borrower of 1%, 2% or, if applicable, 3% of the total First Mortgage Loan amount at the time the Authority purchases the loan. Such credit is for payment of Borrower settlement charges. As of November 5, 2018, the Borrower Premium is only offered under the FHA Streamline Refinance program.

Zero Interest First Mortgage Loans. Proceeds of certain Bonds may in the future be used 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 a certain minimum number of required 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 is based on a certain percentage of the respective Borrower’s gross annual income and the respective maturities of the Zero Interest First Mortgage Loans are derived as a result of the repayment terms. The Zero Interest First Mortgage Loans are not 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 notify the Authority to commence the foreclosure process. If the non-profit organization is unable to find a comparable performing Zero Interest First Mortgage Loan, the Authority may, from time to time, agree to accept from the non-profit organization the unpaid principal balance of the defaulted Zero Interest First Mortgage Loan. 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.

One of the non-profit organizations which creates and, from time to time, sells to the Authority its Zero Interest First Mortgage Loans is expanding its mortgage loan programs to provide financing, through a subsidiary, to qualified borrowers purchasing homes (“**Affordable Home Mortgage Solutions Loans**”). Unlike the Zero Interest First Mortgage Loans, all Affordable Home Mortgage Solutions Loans will bear interest, though interest rates are expected to be below market. The Authority is exploring the possibility of purchasing certain of these Affordable Home Mortgage Solutions Loans. In which case, proceeds of certain Bonds in the future may be used to acquire such Affordable Home Mortgage Solutions Loans, provided such loans meet applicable Authority guidelines including any requirements imposed by the Related Series Indenture.

HomeAccessSM Program. Proceeds of certain Bonds may in the future be used by the Authority 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 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 that are generally 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 down payment and closing cost assistance of up to \$25,000. The HomeAccess Second Mortgage Loans bear no interest. While the related HomeAccess First Mortgage Loan remains outstanding, monthly payments on HomeAccess Second Mortgage Loans are deferred up to 360 months, otherwise, payment in full is due upon the occurrence of certain triggering events (e.g. payoff of the related HomeAccess First Mortgage Loan, either by voluntary prepayment, acceleration, or foreclosure). 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.

CHFA SectionEightSM Homeownership and CHFA SectionEight Homeownership Plus Programs. Proceeds of certain Bonds may in the future be used by the Authority to acquire Mortgage

Loans originated under the CHFA SectionEight Homeownership and CHFA SectionEight Homeownership Plus Programs. Under its SectionEight Homeownership Program, the Authority may make 30-year Mortgage Loans to first-time homebuyers that meet certain income limit requirements for eligible property subject to certain other restrictions. Persons who receive Housing Assistance Payments from Public Housing Authorities (“PHA”) and who are approved to participate in a PHA’s homeownership programs may be eligible to participate in the CHFA SectionEight Homeownership and the CHFA SectionEight Homeownership Plus Programs. Under the CHFA SectionEight Homeownership Plus Program, the Authority may make Second Mortgage Loans or CHFA DPA Grants to eligible borrowers to finance a down payment and/or closing costs.

CHFA AdvantageSM Program. Proceeds of certain Bonds may in the future be used by the Authority 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 and Borrowers with no credit scores are permitted, subject to program guidelines. 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 or CHFA DPA Grant.

CHFA PreferredSM and CHFA Preferred PlusSM Programs

Proceeds of certain Bonds may in the future be used by the Authority 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 and Borrowers with no credit scores are permitted, subject to program guidelines. 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. If the loan-to-value ratio is 80% or under, mortgage insurance is not required. Under the CHFA Preferred Plus Program, the Authority may make Second Mortgage Loans or CHFA DPA Grants to eligible borrowers to finance a down payment and/or closing costs.

On May 16, 2016, the Authority expanded its existing conventional loan programs, namely CHFA Advantage, CHFA Preferred, and CHFA Preferred Plus, to include Freddie Mac product options.

CHFA FirstStepSM and CHFA FirstStep PlusSM Programs. CHFA introduced a new Qualified Single Family Mortgage Program via the CHFA FirstStepSM and CHFA FirstStep PlusSM products in 2017. These products are available for purchase loans only. They are restricted to those borrowers who meet the First Time Homebuyer Requirement, to qualified veterans or to those borrowers purchasing homes in a targeted area. Borrowers must meet applicable gross annual income limits and certain purchase price limits. At the time these products were launched, they were only available for FHA 203(b) mortgage loans; however, the Authority may at a later date expand the loan types that are eligible. The minimum decision credit score for all scored Borrowers is 620 and Borrowers with no credit scores are permitted, subject to program guidelines. CHFA Second Mortgage Loans are available for assistance with down payment, closing costs, and prepaids under the CHFA FirstStep PlusSM products.

CHFA SmartStepSM and CHFA SmartStep PlusSM Programs. Proceeds of certain Bonds may in the future be used by the Authority to acquire Mortgage Loans originated under the CHFA SmartStepSM and CHFA SmartStep PlusSM 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 and Borrowers with no credit scores are permitted, subject to program guidelines. Mortgage Loans originated under the programs include FHA, VA and RHS loan types. Under the CHFA SmartStep PlusSM Program, the Authority may make Second Mortgage Loans or CHFA DPA Grants to eligible borrowers to finance down payment and/or closing costs.

Second Mortgage Loans. The Authority may use amounts in the Acquisition Account to finance Second Mortgage Loans made in connection with the origination of First Mortgage Loans. Under most programs, Second Mortgage Loans have been and will be originated for up to 5% of the first mortgage loan amount, with a term of 30 years.

CHFA made some changes to its Second Mortgage Loan program offerings over the last several years. For loan reservations made on or after August 18, 2014, the Authority replaced its interest-bearing Second Mortgage Loans with its non-amortizing Second Mortgage Loans, with a stated rate of interest of 0%, for up to 3% of the original First Mortgage Loan amount. On February 2, 2015, CHFA offered, in place of most of its Second Mortgage Loans, the CHFA DPA Grant for use toward a Borrower's down payment, closing costs and/or prepaid expenses other than closing costs. On March 6, 2017, CHFA began offering a Second Mortgage Loan with a stated rate of interest of 0% for up to 5% of the original First Mortgage Loan amount, thereby providing borrowers down payment assistance in the form of either a second mortgage loan or a grant 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. The Second Mortgage Loan can be prepaid in full or in part at any time without penalty. The Second Mortgage Loan is not assumable.

Terms may differ for Second Mortgage Loans made under the HomeAccessSM Program. See "PART II – SINGLE FAMILY MORTGAGE PROGRAM – Special Program Features – HomeAccessSM Program".

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.

CHFA DPA Grants. CHFA DPA Grants are unsecured, non-repayable grants for use toward a borrower's down payment, closing costs and/or prepaid expenses. As noted above, for Mortgage Loans reserved on or after February 2, 2015, the Authority made available, under certain of its Single Family Mortgage Loan programs, a CHFA DPA Grant in an amount of up to 3% of the original First Mortgage Loan. As of March 6, 2017, the CHFA DPA Grant was increased to an amount of up to 4% of the original First Mortgage Loan amount. There is no separate application process for CHFA DPA Grants. To be eligible, the loan applicant need only be approved under one of CHFA's Single Family Mortgage Loan programs that offer CHFA DPA Grants.

Refinancing Programs. Proceeds of Bonds (or amounts exchanged therefor) provide funding for the Authority's mortgage purchase activities under the Single Family Mortgage Program. To the extent permitted by the Code, the Authority may 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 or CHFA DPA Grant. Under its CHFA Advantage and CHFA Preferred Programs, 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 at Par.”

Community Land Trust Program. The Authority may use amounts in the Acquisition Account 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 may not be less than the term for repayment of the Bonds secured by the First Mortgage Loans. The Authority’s purchase of Community Land Trust loans is subject to applicable Single Family Mortgage Loan program guidelines.

Payment of Recapture Tax. The Authority has established a reimbursement program for its Borrowers who were required to pay and who paid a recapture tax pursuant to the Code (the “**Recapture Tax**”). The Code mandates, under certain circumstances, a “recapture” of some of the subsidy received by a Borrower through borrowing under a Qualified Single Family Mortgage Program or through a mortgage credit certificate. A payment of Recapture Tax may be required if (i) the 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 5% per year). Upon receipt of proof that a Borrower of the Authority who was subject to a Recapture Tax actually paid the Recapture Tax to the IRS, 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.

APPENDIX A

SUMMARY OF CERTAIN PROVISIONS OF THE MASTER INDENTURE

The following are certain definitions contained in the Master Indenture and summaries or extracts of certain provisions contained in the Master Indenture and are not to be considered as a full statement thereof. Reference is made to the Master Indenture for full details of all of the terms of the Bonds, the security provisions with respect thereto and the other terms thereof. Copies of the Master Indenture are available from the Underwriters or the Authority.

Definitions

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

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

“*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 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 Obligation Bonds by the 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 the 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 12-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, as applicable, 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)(iv)(A) of this definition exceeds the aggregate of the amounts set forth in clause (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 by resolution or 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 the 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 the Master Indenture.

“*Class I Special Redemption Account*” means the Account so designated, which is created and established in the Redemption Fund by the 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 by resolution or 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 the 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 the Master Indenture.

“*Class II Special Redemption Account*” means the Account so designated, which is created and established in the Redemption Fund by the 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 by resolution or 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 the 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 the Master Indenture.

“*Class III Special Redemption Account*” means the Account so designated, which is created and established in the Redemption Fund by the 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 by resolution or 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 the 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 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 the Master Indenture.

“*Class IV Special Redemption Account*” means the Account so designated, which is created and established in the Redemption Fund by the 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 under the Indenture 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.

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

“*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.

"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 the 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 the 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 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 under "Events of Default" in this Appendix A.

"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.

"Excess Earnings Fund" means the Fund so designated, which is created and established by the Master Indenture.

“*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.

“*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 12-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 Certificates.

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

“*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 reported 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 the 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 of, 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; Freddie Mac (including participation certificates only if they guarantee timely payment of principal and interest); Ginnie Mae (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 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 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 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 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 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 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 the 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 the 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 creating a lien on real property within the State and improvements constructed or to be constructed thereon or on a leasehold under a lease of such real property 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 the 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 the 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 the 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, but excluding any Servicing Fees with respect to the collection of such moneys) on any Mortgage Loan prior to the scheduled payments of principal called for by such Mortgage Loan, 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 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 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 Program pursuant to which the Authority has determined to finance 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 the 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 Fund so designated, which is created and established by the 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 shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than 15 calendar days before the transmission of such notice of redemption.

“*Redemption Fund*” means the Fund so designated, which is created and established by the 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.

“*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 and, as applicable, the Code and related regulations.

“*Revenue Fund*” means the Fund so designated, which is created and established by the 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 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 the 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 a 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 the Master Indenture and the Related Series Indenture.

“*Series Indenture*” means a Supplemental Indenture authorizing a Series of Bonds and delivered pursuant to the 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.

“*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 in the 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 the 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.

“*Trustee*” means the bank, trust company or national banking association, appointed as trustee under the 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.

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

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

“*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.

Indenture Constitutes a Contract

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 the 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.

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.

Authorization of Bonds

Upon satisfaction of the conditions contained in the Indenture, Bonds may be issued under the Indenture, without limitation as to amount except as may be provided in the Indenture 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 by the Master Indenture 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 under the Master Indenture or in connection with the renewal, substitution or extension of an existing Auxiliary Agreement which was so delivered.

Funds and Accounts Established by the Indenture

The following Funds and Accounts are created and established as special trust funds by the Indenture: (a) the Program Fund, consisting of (i) the Acquisition Account; (ii) the Short Term Bond Account; (iii) the Cost of Issuance Account; and (iv) the Loan Recycling Account; (b) the Revenue Fund; (c) the Debt Service Reserve Fund, which shall include the Interest Reserve Account; (d) the Class I Debt Service Fund, which may include an Authority Payment Account; (e) the Class II Debt Service Fund, which may include an Authority Payment Account; (f) the Class III Debt Service Fund, which may include an Authority Payment Account; (g) the Class IV Debt Service Fund, which may include an Authority Payment Account; (h) the Redemption Fund, consisting of (i) the Class I Special Redemption Account; (ii) the Class II Special Redemption Account; (iii) the Class III Special Redemption Account; and (iv) the Class IV Special Redemption Account; (i) the Rebate Fund; and (j) the Excess Earnings Fund.

Subaccounts may be created in all Funds and Accounts described in the Indenture for each Series of Bonds. Except as otherwise provided in the 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.

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 (a) if and to the extent required by the Indenture; (b) if and to the extent necessary to enable the Authority to deliver a Cash Flow Statement with respect to one or more Series; (c) in connection with an Authority Request filed pursuant to the Indenture; and (d) upon Authority Request, accompanied by an Opinion of Bond Counsel, to assure the interest on Tax-exempt Bonds remains excludable from the gross income of the owners thereof for federal income tax purposes; and (e) 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 the Master Indenture and the applicable requirements of the Series Indenture Related to such Mortgage Loans and MBS at the time of their purchase.

Acquisition of 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 has 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 the 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 under this caption; 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.

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 the 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.

Cost of Issuance Account

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. Moneys in such Account shall be used to pay Costs of Issuance and for no other purpose. Any excess remaining upon payment of all Related Costs of Issuance shall be transferred by the Trustee to the Authority or to the Related subaccount in the Acquisition Account.

Revenue Fund

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 in the Indenture 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, from the Related subaccount of the Class I Debt Service Fund, from the Related subaccount of the Debt Service Reserve Fund, from the Related subaccount of the Class I Special Redemption Account, from the Related subaccount of the Class II Special Redemption Account, from the Related subaccount of the Class III Special Redemption Account, from the Related subaccount of the Class IV Special Redemption Account, from the Related subaccount of Class II Debt Service Fund, from the Related subaccount of the Class III Debt Service Fund, from the Related subaccount of the Class IV Debt Service Fund, from the Related subaccount of the Rebate Fund, and from the Related subaccount of the Excess Earnings Fund, each such transfer being pursuant to the 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.

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.

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 reasonable and necessary Program Expenses, respectively, only to the extent, if any, provided in the following paragraphs.

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 the 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 the 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) above 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 the 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 (if any) 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) above 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 (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 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 the 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) above 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) above 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 the 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) above 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) above 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 the 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 (o) above 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 paragraphs (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 paragraph (q) above as of such date;

(s) Into (i) 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 the Master Indenture, or (ii) the Related subaccounts of the Redemption Fund, or any combination of (i) and (ii) 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 other such Unrelated subaccounts or as otherwise directed by Authority Request, the additional amount, if any, necessary (after the deposits required by paragraph (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 paragraph (t), “applicable” means Related to such Unrelated Series); and

(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 (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 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 the 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 paragraph (u) above 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 (directly or through the acquisition of MBS), to the extent permitted by the applicable Series Indenture.

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.

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 paragraph (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.

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 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 the Indenture of Related Class I Bonds, Class II Bonds, Class III Bonds or Class IV Bonds in amounts determined in accordance with this section, (B) to the payment of accrued interest on Bonds being purchased pursuant to the Indenture or redeemed pursuant to the 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 this section.

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.

Class I Debt Service Fund

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), or (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.

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.

Debt Service Reserve Fund

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 the Master Indenture.

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 will 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) 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.

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 the Indenture, 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:

- (a) In the event that the amount transferred to any subaccount of the Class I Debt Service Fund pursuant to the Indenture is insufficient to pay the interest and Principal Installments, 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.

(b) In the event that the amount transferred to a subaccount of the Class I Debt Service Fund pursuant to the Indenture 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.

(c) In the event that the amount transferred to any subaccount of the Class II Debt Service Fund pursuant to the Indenture is insufficient to pay the interest and Principal Installments, 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.

(d) In the event that the amount transferred to any subaccount of the Class II Debt Service Fund pursuant to the Indenture 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.

(e) In the event that the amount transferred to any subaccount of the Class III Debt Service Fund pursuant to the Indenture is insufficient to pay the interest and Principal Installments, 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 (i) 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 (ii) a failure to meet the Related Class II Asset Requirement.

(f) In the event that the amount transferred to any subaccount of the Class III Debt Service Fund pursuant to the Indenture 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 (i) 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 (ii) a failure to meet the Related Class II Asset Requirement.

(g) In the event that the amount transferred to any subaccount of the Class IV Debt Service Fund pursuant to the Indenture is insufficient to pay the interest and Principal Installments, if any, due on Related Class IV 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 IV Debt Service Fund the amount of such insufficiency; provided, however, that no such transfer may result in (i) 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 (ii) a failure to meet the Related Class III Asset Requirement.

(h) In the event that the amount transferred to any subaccount of the Class IV Debt Service Fund pursuant to the Indenture 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 (i) 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 (ii) a failure to meet the Related Class III Asset Requirement.

Class II Debt Service Fund

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.

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.

Class III Debt Service Fund

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 the 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.

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.

Class IV Debt Service Fund

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 the 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.

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.

Application of Authority Payment Accounts

If, following transfers made pursuant to the Indenture, 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.

Amounts deposited with the Trustee by the Authority pursuant to the preceding paragraph 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.

Redemption Fund

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 the Indenture and each Related Series Indenture.

Except as set forth in the Indenture or in the Related Series Indenture, moneys deposited in a subaccount of the Class I Special Redemption Account pursuant to 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 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.

Except as set forth in the Indenture or in the Related Series Indenture, moneys deposited in a subaccount of the Class II Special Redemption Account pursuant to 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.

Except as set forth in the Indenture or in the Related Series Indenture, moneys deposited in a subaccount of the Class III Special Redemption Account pursuant to 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.

Except as set forth in the Indenture or in the Related Series Indenture, moneys deposited in a subaccount of the Class IV Special Redemption Account pursuant to 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.

Notwithstanding anything contained in the Indenture 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 in the Indenture to the redemption of the same Class of Bonds of a different Series. Each such Authority Request shall (i) 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 Indenture and (ii) be accompanied by evidence of the satisfaction of all Asset Requirements for the Related Series.

In addition, notwithstanding anything contained in the Indenture 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 the Indenture. Each such Authority Request shall (i) certify that it is consistent with the most recently filed Related Cash Flow Statement and not prohibited by the Related Series Indenture and (ii) be accompanied by evidence of the satisfaction of all Asset Requirements for the Related Series.

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.

Rebate Fund

To the extent required by the 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 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.

Investment of Moneys Held by the Trustee

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.

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 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

the 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.

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 the Indenture 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.

Program Covenants

The Authority covenants in the Indenture that:

(a) It 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 in the Indenture 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) It will comply with the terms and provisions of any applicable Mortgage Purchase Agreements or Servicing Agreements in connection with making, purchasing and servicing Mortgage Loans.

(c) It 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) It 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) 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.

Enforcement of Mortgage Loans, MBS and Servicing Agreements

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 collection 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, 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 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 the 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.

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.

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.

Assignment or Disposition of Mortgage Certificates or 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.

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 under the Indenture other than in Mortgage Loans and MBS; and (g) the order of redemption of Bonds.

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 the 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.

Events of Default

Each of the following events is 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.

Remedies

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 described under the caption "Events of Default" above 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) under the caption "Events of Default" above (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.

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.

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.

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.

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 Obligation Bonds, 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 of 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:

- (a) To the payment of the reasonable and proper Fiduciary Expenses;
- (b) To the payment of the interest and Principal Installments and other amounts then due and payable on the Class I Obligations, subject to the provisions of the Master Indenture, as follows:
 - (i) 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.

- (ii) 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;

(c) 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 subsection (ii) above as if such subsection referred to the Class II Obligations rather than the Class I Obligations.

(d) 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 subsection (ii) above as if such subsection referred to the Class III Obligations rather than the Class I Obligations.

(e) 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 subsection (ii) above as if such subsection referred to the Class IV Obligations rather than the Class I Obligations.

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

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.

Majority Owners of the Bonds 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, Class III and Class 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 the 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 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.

Individual Owner Action Restricted

(a) Except as provided in the 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) under the caption "Events of Default" in this summary, 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 the 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.

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 the Master Indenture, such failure shall be 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 under the Indenture.

Upon the occurrence of a General Obligation Bond Default, the Trustee may, and upon the written request of the Owners of not less than 2% 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.

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.

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 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 subsection (c)

below, including but not limited to: (a) suit upon all or any part of the General Obligation Bonds; (b) 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 (c) enforcement of any other right of the Owners of the General Obligation Bonds conferred by law or by the Indenture.

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.

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 right 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 Auxiliary Obligation Providers under the Indenture.

Majority Owners 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 the 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 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.

Individual Owner 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 the 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 the Master Indenture or to institute such action, suit or proceeding in its own name; and (iii) such Owners shall have offered the Trustee indemnity as provided in the 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.

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 the 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.

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.

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 the MBS;
- (g) To modify any of the provisions of the Indenture in any respect whatever; provided, however, that (i) 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 (ii) 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.

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 the 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. 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.

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 the Master Indenture, to take effect when and as provided in this section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in form approved by the Trustee), together with a request to Owners of the Bonds 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 the 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. 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 the 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 the 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 Bondowners giving such consent and, anything in the 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 in this section 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 the 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 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) 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 in this section 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 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.

Supplemental Indentures Requiring Consent of Owners of Bonds

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 the 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.

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 the Master Indenture, except that no notice of such consent to Owners of the Bonds 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.

Defeasance

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.

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 the 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 the 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 the 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 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 90 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 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 of 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 of 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, 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 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.

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APPENDIX B-1

THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS

The Outstanding Bonds

As of October 1, 2018, the following Series of Bonds issued by the Authority were outstanding under the Master Indenture in the Classes as indicated:

Title of Bonds	Principal Amount Issued	Outstanding Principal Amount (October 1, 2018) ⁽⁴⁾
2001 Series AA:		
Taxable Adjustable 2001 Series AA-1 (Class I) ⁽²⁾	\$30,000,000	\$15,000,000
Adjustable 2001 Series AA-2 (Class I) ⁽¹⁾	<u>46,840,000</u>	<u>37,685,000</u>
	<u>\$76,840,000</u>	<u>\$52,685,000</u>
2002 Series A:		
Adjustable 2002 Series A-3 (Class I)	<u>\$23,075,000</u>	<u>\$5,640,000</u>
	<u>\$23,075,000</u>	<u>\$5,640,000</u>
2002 Series B:		
Adjustable 2002 Series B-3 (Class I)	<u>\$40,000,000</u>	<u>\$16,810,000</u>
	<u>\$40,000,000</u>	<u>\$16,810,000</u>
2002 Series C:		
Adjustable 2002 Series C-3 (Class I)	<u>\$40,000,000</u>	<u>\$14,520,000</u>
	<u>\$40,000,000</u>	<u>\$14,520,000</u>
2006 Series A:		
Adjustable 2006 Series A-2 (Class I)	\$20,590,000	\$ 965,000
Adjustable 2006 Series A-3 (Class I)	<u>40,000,000</u>	<u>23,240,000</u>
	<u>\$60,590,000</u>	<u>\$24,205,000</u>
2006 Series B:		
Adjustable 2006 Series B-2 (Class I)	\$ 49,325,000	\$16,700,000
Adjustable 2006 Series B-3 (Class I)	<u>62,945,000</u>	<u>28,155,000</u>
	<u>\$112,270,000</u>	<u>\$44,855,000</u>
2007 Series B:		
Adjustable 2007 Series B-2 (Class I)	<u>\$50,000,000</u>	<u>\$39,495,000</u>
	<u>\$50,000,000</u>	<u>\$39,495,000</u>
2013 Series B:		
Adjustable 2013 Series B (Class II)	<u>\$39,950,000</u>	<u>\$20,280,000</u>
	<u>\$39,950,000</u>	<u>\$20,280,000</u>
2014 Series A:		
2014 Series A (Class I)	\$11,140,000	\$ 5,440,000
2014 Series A Serials (Class I)	<u>44,295,000</u>	<u>14,950,000</u>
	<u>\$55,435,000</u>	<u>\$20,390,000</u>
2015 Series A:		
2015 Series A (Class I)	\$34,420,000	\$15,885,000
2015 Series A Serials (Class I)	<u>65,380,000</u>	<u>25,380,000</u>
	<u>\$99,800,000</u>	<u>\$41,265,000</u>

Title of Bonds	Principal Amount Issued	Outstanding Principal Amount (October 1, 2018) ⁽⁴⁾
2015 Series B:	<u>\$25,500,000</u>	<u>\$10,885,000</u>
2015 Series B (Class I)	<u>\$25,500,000</u>	<u>\$10,885,000</u>
2017 Series AB:		
2017 Series A (Class I)	\$52,000,000	\$48,931,571
Adjustable 2017 Series B-1 (Class II)	10,000,000	10,000,000
2017 Series B-2 (Class II)	<u>10,895,000</u>	<u>7,580,000</u>
	<u>\$72,895,000</u>	<u>\$66,511,571</u>
2017 Series CDE:		
2017 Series C (Class I)	\$50,000,000	\$47,810,000
2017 Series D (Class I)	5,390,000	4,395,000
Adjustable 2017 Series E (Class I) ⁽¹⁾⁽³⁾	<u>25,000,000</u>	<u>25,000,000</u>
	<u>\$80,390,000</u>	<u>\$77,205,000</u>
2018 Series AB:		
2018 Series A (Class I)	\$21,235,000	\$21,235,000
2018 Series B-1 (Class I)	36,250,000	36,250,000
Adjustable 2018 Series B-2 (Class II)	<u>30,000,000</u>	<u>30,000,000</u>
	<u>\$87,485,000</u>	<u>\$87,485,000</u>
2018 Series C:		
2018 Series C (Class I)	<u>\$95,000,000</u>	<u>\$95,000,000</u>
	<u>\$95,000,000</u>	<u>\$95,000,000</u>
2018 Series D:		
2018 Series D (Class I)	<u>\$38,000,000</u>	<u>\$38,000,000</u>
	<u>\$38,000,000</u>	<u>\$38,000,000</u>
Single Family Mortgage Bonds	\$997,230,000	\$655,231,571
Total Class I Bonds:	\$906,385,000	\$587,371,571
Total Class II Bonds:	90,845,000	67,860,000
Total Class III Bonds:	0	0
	<u>\$997,230,000</u>	<u>\$655,231,571</u>

⁽¹⁾ All of the Bonds indicated as “Adjustable” in this table, other than these Bonds which are also identified in footnotes (2) and (3), are in a weekly interest rate mode, with the interest rate adjusted by the related Remarketing Agent each week as described in the Official Statement. See “PART I—“REMARKETING AGENTS.” As of October 1, 2018, 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.

⁽²⁾ 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. Subsequent to October 1, 2018, the Authority changed the interest rate mode on these Bonds to the Weekly Mode.

⁽³⁾ The Single Family Class I Adjustable Rate Bonds, 2017 Series E (the “**2017 Series E Bonds**”) were issued by the Authority directly to Wells Fargo Bank, as the purchaser, pursuant to a Continuing Covenant Agreement dated as of October 1, 2017 (the “**2017E CCA**”). The 2017 Series E Bonds bear interest in the LIBOR Index Rate Mode during the Initial Direct Purchase Period. Subsequent to October 1, 2018, the Authority changed the interest rate mode on these Bonds to the Weekly Mode.

⁽⁴⁾ This table does not include the 2019 Series ABC Bonds being offered by this Official Statement.

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 October 1, 2018 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 October 1, 2018, the aggregate principal amount of Bonds for which the Federal Home Loan Bank of Topeka provided Liquidity Facilities was \$104,700,000 (43.00%), for which Royal Bank of Canada provided Liquidity Facilities was \$69,775,000 (28.66%), for which Sumitomo Mitsui Banking Corporation, acting through its New York Branch, provided Liquidity Facilities was \$37,685,000 (15.48%) and for which Bank of America, National Association provided Liquidity Facilities was \$31,330,000 (12.87%). These percentages indicate the percentages of the total principal amount of Outstanding Adjustable Rate Bonds supported by Liquidity Facilities as of October 1, 2018. Subsequent to October 1, 2018, the Authority entered into Liquidity Facilities with Bank of America, National Association with respect to the Authority's Taxable Single Family Mortgage Class I Adjustable Rate Bonds, 2001 Series AA-1 in the aggregate principal amount of \$15,000,000 and with respect to the Authority's Single Family Mortgage Class I Adjustable Rate Bonds, 2017 Series E in the aggregate principal amount of \$25,000,000.

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⁾

Series of Adjustable Rate Bonds	Related Liquidity Facility Provider	Outstanding Balance ⁽¹⁾	Expiration Date of Liquidity Facility	Bank Bond Rate/ Accelerated Payments/Lien
2001AA-2	Sumitomo Mitsui Banking Corp.	\$37,685,000	06/07/21	(2)
2002A-3	Federal Home Loan Bank of Topeka	5,640,000	04/25/19	(3)
2002B-3	Bank of America, N.A.	16,810,000	11/30/18	(4)
2002C-3	Bank of America, N.A.	14,520,000	11/30/18	(4)
2006A-2	Federal Home Loan Bank of Topeka	965,000	05/06/20	(3)
2006A-3	Federal Home Loan Bank of Topeka	23,240,000	05/06/20	(3)
2006B-2	Federal Home Loan Bank of Topeka	16,700,000	06/03/20	(3)
2006B-3	Federal Home Loan Bank of Topeka	28,155,000	06/03/20	(3)
2007B-2	Royal Bank of Canada	39,495,000	08/01/19	(5)
2013B	Royal Bank of Canada	20,280,000	11/01/19	(5)
2017B-1	Royal Bank of Canada	10,000,000	08/01/19	(5)
2018B-2	Federal Home Loan Bank of Topeka	30,000,000	05/09/21	(6)

(1) As of October 1, 2018. 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 1 in “The Outstanding Bonds” under this caption.

(2) (a) Bank Rate: for the first 60 days following the purchase date, the “Base Rate,” which equals the highest of (i) the Prime Rate plus 2.00%, (ii) the Federal Funds Rate plus 3.00%, (iii) the sum of the One-Month LIBOR Rate plus 3.00%, (iv) the SIFMA Rate plus 3.00% and (v) 6.50%; then for the period 61-90 days following the purchase date, the Base Rate plus 1.00%; then the Base Rate plus 2.00%.

(b) Term out provisions: repayments due 366 days following purchase date and each three-month anniversary thereafter in equal installments to the fifth anniversary of such purchase date.

(3) (a) Bank Rate: One-Month LIBOR plus 2.00%.

(b) Term out provisions: repayments due 90 days after the 366th or 91st calendar day 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 90 days following the purchase date, the “Base Rate” which equals the highest of (i) the Federal Funds Rate plus 2.00%, (ii) the Prime Rate plus 1.00%, (iii) the LIBOR Rate plus 2.00% and (iv) 7.50%; then the Base Rate plus 1.00% per annum.

(b) Term out provisions: repayments due 366 days following the earlier of (x) the purchase date, or (y) the last day of the purchase period. Semiannual principal payment due each first business day of each sixth month thereafter in equal installments to the earlier of (i) the fifth anniversary of the related purchase date, or (ii) the five-year anniversary of the last day of the purchase period. 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 Federal 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 date in equal installments to the third anniversary of such purchase date. Class I lien.

(6) (a) Bank Rate: One-Month LIBOR plus 2.00%.

(b) Term out provisions: repayments due 90 days after the 366th or 91st calendar day following purchase date in equal semiannual installments until fifth anniversary of the purchase date. Class II lien.

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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 October 1, 2018, the total notional balance of Interest Rate Contracts provided by Bank of America, N.A. was \$251,665,000 (61.78%); by Barclays Bank PLC was \$110,005,000 (27.01%); by Wells Fargo Bank, N.A. was \$25,000,000 (6.14%); by JPMorgan Chase Bank, N.A. was \$12,285,000 (3.02%); and by Royal Bank of Canada was \$8,390,000 (2.06%). These percentages indicate the percentages of the total notional balance of Outstanding Interest Rate Contracts entered by the Authority under the Master Indenture and outstanding as of October 1, 2018.

Outstanding Interest Rate Contracts	Current Notional Balance⁽¹⁾	Counterparty
2001 Series AA Interest Rate Contracts:		
Adjustable 2001 Series AA-1 (Class I)	\$15,000,000	Barclays Bank PLC
Adjustable 2001 Series AA-2 (Class I)	37,685,000	Barclays Bank PLC
2002 Series A Interest Rate Contracts:		
Adjustable 2002 Series A-3 (Class I)	\$5,640,000	Barclays Bank PLC
2002 Series B Interest Rate Contracts:		
Adjustable 2002 Series B-3 (Class I)	\$16,810,000	Barclays Bank PLC
2002 Series C Interest Rate Contracts:		
Adjustable 2002 Series C-3 (Class I)	\$14,520,000	Barclays Bank PLC
2003 Series B Interest Rate Contracts:		
Taxable Adjustable 2003 Series B-2 (Class I)	8,390,000	Royal Bank of Canada
2006 Series A Interest Rate Contracts:		
Adjustable 2006 Series A-2 (Class I)	\$ 965,000	Barclays Bank PLC
Adjustable 2006 Series A-3 (Class I)	23,240,000	Bank of America, N.A.
2006 Series B Interest Rate Contracts:		
Adjustable 2006 Series B-2 (Class I)	\$16,700,000	Bank of America, N.A.
Adjustable 2006 Series B-3 (Class I)	28,155,000	Bank of America, N.A.
2007 Series B Interest Rate Contracts:		
Adjustable 2007 Series B-2 (Class I)	\$39,495,000	Bank of America, N.A.
2008 Series A Interest Rate Contracts:		
Taxable Adjustable 2008 Series A-1 (Class I)	\$12,285,000	JPMorgan Chase Bank, N.A.
2013 Series B Interest Rate Contracts:		
2013 Series B (Class II)	\$20,280,000	Bank of America, N.A.
2017 Series E Interest Rate Contracts:		
2017 Series E (Class I)	\$25,000,000	Wells Fargo Bank, N.A.
2018 Series B Interest Rate Contracts:		
2018 Series B-2 (Class II)	\$21,235,000	Bank of America, N.A.
Surplus Assets Interest Rate Contracts:		
Single Family SFMB Surplus Assets	\$125,000	Barclays Bank PLC
Single Family SFMB Surplus Assets	930,000	Bank of America, N.A.
Single Family SFMB Surplus Assets	8,200,000	Bank of America, N.A.
Single Family SFMB Surplus Assets	8,475,000	Barclays Bank PLC
Single Family SFMB Surplus Assets	10,785,000	Barclays Bank PLC
Single Family SFMB Surplus Assets	16,050,000	Bank of America, N.A.
Single Family SFMB Surplus Assets	33,565,000	Bank of America, N.A.

Outstanding Interest Rate Contracts	Current Notional Balance⁽¹⁾	Counterparty
Single Family SFMB Surplus Assets	43,815,000	Bank of America, N.A.
Total Outstanding Class I	\$252,420,000	
Total Outstanding Class II	41,515,000	
Total Outstanding N/A	<u>113,410,000</u>	
	\$407,345,000	

⁽¹⁾ As of October 1, 2018.

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 2018 Series B-2 Bonds and the 2013 Series B Bonds, which are Class II Obligations, 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 2017 financial statements of the Authority attached as Appendix G hereto 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, 2017.

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APPENDIX B-2

THE MORTGAGE LOAN PORTFOLIO AND FUND BALANCES⁽¹⁾

As of October 1, 2018, First Mortgage Loans with an outstanding aggregate principal balance of \$274,266,242 and Second Mortgage Loans with an outstanding aggregate principal balance of \$19,207,435 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 OCTOBER 1, 2018								
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 Principal 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	\$17,763,818	245	\$72,505	5.86%	16.98	\$6,216,591	1,665	\$3,734
2002A	6,463,605	106	60,977	5.59	15.20			
2002B	8,351,182	120	69,593	5.69	15.83			
2002C	9,961,681	146	68,231	5.51	15.57			
2006A	13,821,620	182	75,943	4.84	17.69			
2006B	17,386,520	222	78,318	4.96	17.91	506,830	145	3,495
2007B	10,696,908	116	92,215	5.07	20.81			
2013B	15,072,550	164	91,906	5.81	18.94	1,292,042	353	3,660
2014A	23,861,966	334	71,443	5.26	16.10			
2015A	39,599,247	492	80,405	5.25	16.85			
2015B	10,190,470	145	70,279	5.15	15.17			
2017B	10,550,482	120	87,921	5.09	18.91			
2017E	20,760,518	229	90,657	5.68	19.20	2,465,887	207	11,912
2018AB	17,960,828	205	87,614	4.95	19.25	3,413,144	397	8,597
2018C						2,223,339	179	12,421
2018D	35,113,633	552	76,054	6.08	18.20	601,255	184	4,856
SFMB Surplus Assets	16,751,213	257	65,180	3.65	20.48	2,488,348	719	3,461
Total	\$274,266,242	3635	78,294	5.32%	17.67	\$19,207,435	3,849	\$4,990

⁽¹⁾ 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.

MORTGAGE INSURANCE INFORMATION FOR MORTGAGE LOANS						
AS OF OCTOBER 1, 2018						
Series of Bonds	Conventional Insured	FHA	VA	RHS	Conventional Uninsured	CHFA 2nds - Uninsured
2001AA	5.2%	49.7%	1.9%	4.0%	13.2%	25.9%
2002A	0.0	78.8	6.0	4.7	10.6	0.0
2002B	0.0	81.0	6.5	5.6	6.9	0.0
2002C	0.0	74.6	11.0	4.2	10.2	0.0
2006A	0.5	63.7	6.7	3.8	25.2	0.0
2006B	7.2	52.7	1.9	5.2	30.2	2.8
2007B	21.7	57.0	3.3	2.4	15.6	0.0
2013B	14.5	61.4	2.0	2.5	11.7	7.9
2014A	0.5	76.5	2.7	4.5	15.9	0.0
2015A	0.0	77.1	6.1	5.4	11.4	0.0
2015B	0.0	84.2	3.2	3.5	9.2	0.0
2017A	0.0	100.0	0.0	0.0	0.0	0.0
2017B	19.5	61.3	0.0	1.3	17.9	0.0
2017C	0.0	100.0	0.0	0.0	0.0	0.0
2017E	16.9	56.3	5.3	4.4	6.4	10.6
2018AB	6.2	80.7	0.3	0.8	7.2	4.7
2018C	7.7	76.2	1.6	6.1	6.5	1.8
2018D	10.3	69.4	2.2	8.2	8.6	1.3
SFMB Surplus Assets	0.0	51.4	2.1	2.9	30.8	12.9
Average for Portfolio	4.2%	78.8%	2.0%	2.6%	8.8%	3.7%

INFORMATION CONCERNING PROPERTY TYPES FOR FIRST MORTGAGE LOANS			
AS OF OCTOBER 1, 2018			
Series of Bonds	Single Family Detached	Condo/Townhome	Other
2001AA	78.7%	15.6%	5.8%
2002A	71.6	21.8	6.6
2002B	67.1	24.2	8.7
2002C	65.0	29.2	5.8
2006A	65.2	29.6	5.1
2006B	79.2	14.9	5.9
2007B	75.1	13.0	11.9
2013B	68.8	17.6	13.6
2014A	66.9	25.6	7.5
2015A	72.5	19.6	7.9
2015B	68.2	30.2	1.7
2017B	79.9	14.1	5.9
2017E	69.4	25.2	5.4
2017E	74.0	21.0	5.0
2018AB	75.6	15.6	8.7
2018C	75.7	17.9	6.4
2018D	80.2	12.1	7.6
Surplus Assets	76.5	16.7	6.9
Average for Portfolio	76.9%	17.4%	5.7%

**FORECLOSURE AND DELINQUENCY STATISTICS
FOR FIRST & SECOND MORTGAGES⁽¹⁾
AS OF OCTOBER 1, 2018**

Series of Bonds	Number of Loans Financed	Number of Loans Prepaid in Full	Number of Loans Foreclosed to Date	Number of Real Estate Owned Loans	Number of Mortgage Loans Outstanding	Value of Mortgage Loans Outstanding	Number of Delinquent Loans 60 to 119 Days	Value of Delinquent Loans 60 to 119 Days	Percentage of Total Loans Delinquent 60 to 119 Days*	Number of Delinquent Loans 120+ Days	Value of Delinquent Loans 120+ Days	Percentage of Total Loans Delinquent 120+ Days*	Number of Loans in Foreclosure	Value of Loans in Foreclosure	Percentage of Loans in Foreclosure*	Percentage of All Loans Delinquent and Foreclosure*
2001AA	13,192	10,707	265	310	1,910	\$23,980,409	35	\$335,324	1.40%	36	\$411,320	1.72%	7	\$114,076	0.48%	3.59%
2002A	1,173	899	129	39	106	\$6,463,605	0	\$0	0.00%	0	\$0	0.00%	0	\$0	0.00%	0.00%
2002B	1,732	1,349	199	64	120	\$8,351,182	2	\$96,449	1.15%	3	\$366,746	4.39%	2	\$133,444	1.60%	7.14%
2002C	2,018	1,616	176	80	146	\$9,961,681	1	\$75,581	0.76%	0	\$0	0.00%	1	\$81,501	0.82%	1.58%
2006A	802	469	109	42	182	\$13,821,620	1	\$89,322	0.65%	1	\$77,336	0.56%	0	\$0	0.00%	1.21%
2006B	2,311	1,626	219	99	367	\$17,893,349	9	\$352,690	1.97%	2	\$12,584	0.07%	5	\$508,191	2.84%	4.88%
2007B	1,314	928	196	74	116	\$10,696,908	1	\$120,285	1.12%	1	\$170,136	1.59%	1	\$4,489	0.04%	2.76%
2013B	884	333	5	29	517	\$16,364,592	17	\$619,217	3.78%	8	\$250,442	1.53%	8	\$103,098	0.63%	5.94%
2014A	584	238	2	10	334	\$23,861,966	3	\$218,499	0.92%	4	\$425,641	1.78%	0	\$0	0.00%	2.70%
2015A	931	428	2	9	492	\$39,559,247	9	\$807,289	2.04%	4	\$419,933	1.06%	4	\$290,627	0.73%	3.84%
2015B	276	124	2	5	145	\$10,190,470	0	\$0	0.00%	1	\$110,356	1.08%	0	\$0	0.00%	1.08%
2017B	157	37	0	0	120	\$10,550,482	0	\$0	0.00%	0	\$0	0.00%	1	\$58,048	0.55%	0.55%
2017E	490	53	0	1	436	\$23,226,405	9	\$923,726	3.98%	3	\$331,649	1.43%	3	\$263,828	1.14%	6.54%
2018AB	625	22	0	1	602	\$21,373,972	8	\$768,621	3.60%	8	\$616,517	2.88%	0	\$0	0.00%	6.48%
2018C	179	0	0	0	179	\$2,223,339	0	\$0	0.00%	0	\$0	0.00%	0	\$0	0.00%	0.00%
2018D	1,890	911	231	84	736	\$35,714,888	21	\$1,341,303	4.01%	11	\$565,129	1.94%	5	\$166,567	0.42%	6.37%
SFMB Surplus Assets	3,315	2,261	27	51	976	\$19,239,562	20	\$190,028	0.99%	23	\$378,612	1.97%	2	\$74,232	0.39%	3.34%
Total	31,873	22,001	1,562	898	7,484	\$293,473,677	136	\$5,938,336	2.02%	105	\$4,136,401	1.41%	39	\$1,798,100	0.61%	4.05%

⁽¹⁾ Estimated

*Percentages are based on outstanding principal amount of the Mortgage Loans.

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 (a rural development program of the U.S. Department of Agriculture), (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 I**—“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 2019 Series ABC Bonds).

“PMI Mortgage Loans” are Mortgage Loans which are insured by 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 October 1, 2018, the following Private Insurers were providing insurance for the respective percentages of PMI Mortgage Loans (based on outstanding principal balance):

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PMI Mortgage Loans and Private Insurers

Name of Private Insurer ⁽¹⁾	Percentage of Trust Estate ⁽²⁾	Percentage of PMI Mortgage Loans ⁽³⁾
Genworth	2.81%	37.89%
Mortgage Guaranty Ins.	2.46	33.13
RMIC	0.67	9.01
United Guaranty Corp.	0.54	7.28
Other	0.47	6.40
PMI Mortgage Insurance	0.22	2.99
Triad Guaranty Insurance	0.15	2.05
Radian Guaranty Inc.	0.09	1.24
FHA	0.00	0.00
Policyholders Benefit Co.	<u>0.00</u>	<u>0.00</u>
Total Percentage	7.41%	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 Mortgage Loans in the Trust Estate as of October 1, 2018 was approximately \$293 million.

(3) Aggregate principal balance of Mortgage Loans as of October 1, 2018 that were PMI Mortgage Loans was approximately \$21.7 million.

As of October 1, 2018, 7.41% of the \$293 million aggregate principal amount of Mortgage Loans in the Trust Estate were PMI Mortgage Loans. 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 October 1, 2018 as set forth in the following table.

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**Outstanding Investment Agreements
(as of October 1, 2018)**

Series	Funds Invested (in related Series subaccounts)	Investment Providers ⁽¹⁾	Amounts Invested	Rates	Termination Dates
2001AA	Revenue Fund, Debt Service Reserve Fund	Trinity Funding Company, LLC	\$24,739,804	5.30%/3 month Libor	3/1/2036
2002A	Revenue Fund	Trinity Funding Company, LLC	1,554,832	5.10%	11/1/2032
2002A	Debt Service Reserve Fund	Trinity Funding Company, LLC	4,225,500	5.60%	11/1/2032
2002B	Revenue Fund	Natixis Funding Corp. ⁽²⁾	1,237,400	4.60%	11/1/2032
2006A	Revenue Fund	Natixis Funding Corp. ⁽²⁾	1,590,000	4.60%	11/1/2036
2006A	Debt Service Reserve Fund	Rabobank International	5,500,000	4.71%	11/1/2036
2006B	Debt Service Reserve Fund	Royal Bank of Canada	2,242,750	5.56%	11/1/2036

⁽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%.

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 cash flows 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 cash flows may be adversely affected.

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INITIAL 2019B-2 LIQUIDITY FACILITY

The following summary of the Initial 2019B-2 Liquidity Facility does not purport to be comprehensive or definitive and is subject in all respects to all of the terms and provisions of the Initial 2019B-2 Liquidity Facility, to which reference is made hereby. Investors are urged to obtain and review a copy of the Initial 2019B-2 Liquidity Facility in order to understand all of its terms. The Initial 2019B-2 Liquidity Facility secures only payment of the purchase price of the 2019 Series B-2 Bonds bearing interest at the Weekly Rate tendered for purchase as described in the Indenture, and does not otherwise secure payment of the principal of or interest on the 2019 Series B-2 Bonds. Under certain circumstances, the obligation of the 2019B-2 Liquidity Facility Provider to purchase such Eligible Bonds will be suspended or will terminate and, in some circumstances, such suspension or termination will be automatic and immediate and without notice to bondholders or opportunity to tender.

For information regarding the 2019B-2 Liquidity Facility Provider, see Appendix D.

General

The Initial 2019B-2 Liquidity Facility contains various provisions, covenants and conditions, certain of which are summarized below. Other than the terms “2019B-2 Liquidity Facility Provider”, “Authority”, “Initial 2019B-2 Liquidity Facility” and “2019 Series B-2 Bonds” which shall have the meanings assigned to such terms in this Official Statement, capitalized terms used in the following summary are defined in the Initial 2019B-2 Liquidity Facility and reference thereto is made for full understanding of their import.

On January 3, 2019, the Authority is expected to enter into the Initial 2019B-2 Liquidity Facility with the 2019B-2 Liquidity Facility Provider, the Paying Agent, the Trustee and the Custodian. The Initial 2019B-2 Liquidity Facility will be effective on January 3, 2019 upon satisfaction of certain conditions set forth in the Initial 2019B-2 Liquidity Facility, or such other date on which the conditions set forth in the Initial 2019B-2 Liquidity Facility are satisfied (the “**Initial 2019B-2 Liquidity Facility Effective Date**”). Upon compliance with the terms and conditions of the Initial 2019B-2 Liquidity Facility, and subject to the terms and conditions set forth therein, the Initial 2019B-2 Liquidity Facility requires the 2019B-2 Liquidity Facility Provider to extend credit to the Authority by advancing funds to the Paying Agent to purchase Tendered Bonds on behalf of and for the account of the 2019B-2 Liquidity Facility Provider from time to time during the Purchase Period at the Purchase Price. Tendered Bonds so purchased will bear interest at the Bank Rate in accordance with the Initial 2019B-2 Liquidity Facility.

The Purchase Period is the period from the Initial 2019B-2 Liquidity Facility Effective Date to and including the earliest of the close of business (New York time) on (i) December 31, 2022, as the same may be extended from time to time in accordance with the terms of the Initial 2019B-2 Liquidity Facility, (ii) the date on which no Eligible Bonds and no Bank Bonds are Outstanding, (iii) the date on which the Authority voluntarily terminates the Initial 2019B-2 Liquidity Facility in accordance with the Initial 2019B-2 Liquidity Facility and the Fee Letter, and (iv) the date on which the Available Commitment and the 2019B-2 Liquidity Facility Provider's obligation to purchase Eligible Bonds has been terminated in its entirety pursuant to the terms of the Initial 2019B-2 Liquidity Facility or the Fee Letter.

Commitment to Purchase Bonds

If, on any Purchase Date during the Purchase Period, the 2019B-2 Liquidity Facility Provider receives a Notice of Bank Purchase from the Paying Agent in accordance with and at the location specified under the Initial 2019B-2 Liquidity Facility prior to 12:00 noon (New York time), the 2019B-2 Liquidity Facility Provider shall, subject to the satisfaction of certain requirements set forth in the Initial 2019B-2 Liquidity Facility, transfer to the Paying Agent not later than 2:30 p.m. (New York time) on such Purchase Date, in immediately available funds, an amount equal to the aggregate Purchase Price of all Eligible Bonds tendered or deemed tendered for purchase on such date but not remarketed as specified in such Notice of Bank Purchase.

Events of Default

The occurrence of any event set forth under the subheadings "Events of Default Not Resulting in Immediate Termination," "Events of Default Resulting in Immediate Termination" and "Events of Default Resulting in Immediate Suspension" shall constitute an Event of Default under the Initial 2019B-2 Liquidity Facility. Upon an Event of Default, the 2019B-2 Liquidity Facility Provider may exercise those rights and remedies described under the subheading "Remedies" below.

Events of Default not Resulting in Immediate Termination

(a) **Payments.** The Authority shall fail to pay when due any amounts owed by the Authority to the 2019B-2 Liquidity Facility Provider pursuant to the Initial 2019B-2 Liquidity Facility or the Fee Letter (including, but not limited to, any failure to make any timely payment of principal of Bank Bonds which amounts have become immediately due and payable as a result of the occurrence of an Event of Default under the Initial 2019B-2 Liquidity Facility and the resulting acceleration of Bank Bonds pursuant to the terms of the Initial 2019B-2 Liquidity Facility).

(b) **Representations.** Any representation or warranty made by or on behalf of the Authority in the Initial 2019B-2 Liquidity Facility or in any other Related Document or in any certificate or statement delivered thereunder shall prove to have been incorrect or untrue in any material respect when made or deemed to have been made.

(c) **Covenants.** The Authority shall fail to perform certain specified covenants in the Initial 2019B-2 Liquidity Facility or the Authority shall fail to comply with the negative covenants in the Initial 2019B-2 Liquidity Facility.

(d) **Other Covenants.** The Authority shall fail to perform or observe any term, covenant or agreement (other than ones described in any other Event of Default) contained in the Initial 2019B-2 Liquidity Facility or in any other Related Document on its part to be performed or observed which failure continues for thirty (30) days or more.

(e) **Default.** Default by the Authority in the payment of any amount due in respect of any Debt owed to the 2019B-2 Liquidity Facility Provider or default by the Authority in the payment of any amount due in respect of any other Debt in an aggregate amount in excess of five million Dollars (\$5,000,000) (measured in the case of a Derivative Agreement, by the Authority's Exposure thereunder on the date of measurement), as and when the same shall become due, or default under any mortgage, agreement or other instrument under or pursuant to which such Debt is incurred or issued, and continuance of such default beyond the period of grace, if any, allowed with respect thereto, or the occurrence of any act or omission by the Authority under any such mortgage, agreement or other instrument which results in such Debt becoming, or being capable of becoming, immediately due and payable (or, with respect to any Derivative

Agreement, which results in such Derivative Agreement being terminated early or being capable of being terminated early).

(f) **Invalidity.** Any provision of the Initial 2019B-2 Liquidity Facility, the 2019 Series B-2 Bonds or any other Related Document shall cease to be valid and binding, or the Authority shall contest any such provision, or the Authority or any agent or trustee on behalf of the Authority, shall deny that it has any further liability under any provision of the Initial 2019B-2 Liquidity Facility, the 2019 Series B-2 Bonds or any other Related Document.

(g) **Other Documents.** The occurrence of any default under any Related Document other than the Initial 2019B-2 Liquidity Facility.

(h) **Downgrade.** The unenhanced rating of the 2019 Series B-2 Bonds or any other obligations secured on a parity with the 2019 Series B-2 Bonds shall be (i) withdrawn, suspended or reduced below "A3" by Moody's or (ii) withdrawn, suspended or reduced below "A-" by S&P.

(i) **Financial Emergency.** There shall be appointed or designated with respect to the Authority, an entity such as an organization, board, commission, authority, agency or body to monitor or declare a financial emergency or similar state of financial distress with respect to it or there shall be declared by it or by any legislative or regulatory body with competent jurisdiction over it, the existence of a state of financial emergency or similar state of financial distress in respect of it.

(j) **Change in Maximum Lawful Rate.** The Maximum Lawful Rate applicable to 2019 Series B-2 Bonds or Bank Bonds shall be reduced at any time.

(k) **Material Debt Payment Default.** Any failure, wholly or partially, to make timely any payment or repayments required to be made on any Material Debt (including, but not limited to, any failure to make any timely payment of the principal of any bonds purchased by a Person providing a letter of credit, reimbursement agreement, liquidity facility or similar instrument pursuant to a liquidity drawing thereunder, which principal has been accelerated and is immediately due and payable after the occurrence of an event of default under any such agreement).

Events of Default Resulting in Immediate Termination

(a) **Event of Insolvency.** An Event of Insolvency shall have occurred with respect to the Authority.

(b) **Payment Default.** Any failure, in whole or in part, (i) to make timely any payment of principal of, interest on or redemption premium, if any, required to be made on the 2019 Series B-2 Bonds (including Bank Bonds) (other than failure to pay principal of or redemption premium, if any, on Bank Bonds which has become immediately due and payable as a result of the occurrence of an Event of Default under the Initial 2019B-2 Liquidity Facility and the resulting acceleration of Bank Bonds pursuant to the terms of the Initial 2019B-2 Liquidity Facility or interest on such accelerated Bank Bonds which has become immediately due and payable so long as such interest is paid within three Business Days of the date on which it is due and payable) or (ii) to make timely payments or repayments of any Parity Debt Payment (other than failure to pay the principal, redemption premium, or interest (so long as such interest is paid within three Business Days of the date on which it is due and payable) of any bonds purchased by a Person providing a letter of credit, reimbursement agreement, liquidity facility or similar instrument pursuant to a liquidity drawing thereunder, which payment or repayment has been accelerated and is immediately due and payable after the occurrence of an event of default under any such agreement).

(c) **Contest of Validity.** A senior officer of the Authority shall, in writing, (i) claim that the Master Indenture or the Series Indenture is not valid or binding on the Authority or (ii) repudiate its obligations under the Initial 2019B-2 Liquidity Facility, the 2019 Series B-2 Bonds, the Master Indenture or the Series Indenture or its obligation to pay or repay any Parity Debt Payment.

(d) **Invalidity.** Any court of competent jurisdiction or other governmental entity with jurisdiction to rule on the validity of the Initial 2019B-2 Liquidity Facility, the 2019 Series B-2 Bonds, the Master Indenture or the Series Indenture, shall find or rule that the Initial 2019B-2 Liquidity Facility, the 2019 Series B-2 Bonds, the Master Indenture or the Series Indenture is not valid or not binding on the Authority and such finding or ruling is final and nonappealable.

(e) **Downgrade.** The unenhanced rating of the 2019 Series B-2 Bonds shall be (i) withdrawn or suspended for credit-related reasons or reduced below "Baa3" by Moody's and (ii) withdrawn or suspended for credit-related reasons or reduced below "BBB-" by S&P.

(f) **Judgments.** Entry or filing of any final and non-appealable judgment or of any similar process in an amount in excess of five million Dollars (\$5,000,000) against the Authority or against any of its property and failure of the Authority to pay or satisfy such judgment within sixty (60) days or as otherwise required by such judgment.

Event of Default Resulting in Immediate Suspension

(a) **Initiation of Legal Proceedings.** The Authority shall initiate any legal proceedings to seek an adjudication that the Initial 2019B-2 Liquidity Facility, the 2019 Series B-2 Bonds, the Master Indenture or the Series Indenture or its obligation to pay or repay any Parity Debt Payment is not valid or not binding on the Authority.

Remedies

Upon the occurrence of an Event of Default under the Initial 2019B-2 Liquidity Facility, the 2019B-2 Liquidity Facility Provider may take one or more of the following actions:

(a) **Notice of Termination.** Upon the occurrence of an Event of Default described under subheading "Events of Default not Resulting in Immediate Termination" (each a "**Notice Termination Event**"), the 2019B-2 Liquidity Facility Provider may give written notice of such Event of Default to the Authority and the Trustee stating that the Initial 2019B-2 Liquidity Facility shall terminate thirty (30) days after such notice is delivered by the 2019B-2 Liquidity Facility Provider to the Trustee (a "**Notice Termination Date**") and directing that the 2019 Series B-2 Bonds be called for Default Tender. The Available Commitment, the Purchase Period and the obligation of the 2019B-2 Liquidity Facility Provider to purchase Eligible Bonds shall terminate thirty (30) days after such notice is delivered by the 2019B-2 Liquidity Facility Provider to the Trustee, and on such date the Available Commitment shall terminate and the 2019B-2 Liquidity Facility Provider shall be under no obligation under the Initial 2019B-2 Liquidity Facility to purchase Eligible Bonds.

(b) **Immediate Termination of Bank Obligation to Purchase.** Upon the occurrence of any Event of Default under subheading "Events of Default Resulting in Immediate Termination" (each an "**Immediate Termination Event**"), the Purchase Period and the obligation of the 2019B-2 Liquidity Facility Provider to purchase Eligible Bonds shall immediately terminate without notice or demand, and thereafter the 2019B-2 Liquidity Facility Provider shall be under no obligation to purchase Eligible Bonds. Upon such Immediate Termination Event, the 2019B-2 Liquidity Facility Provider shall promptly give written notice of the same to the Trustee and the Authority; provided, that the 2019B-2 Liquidity Facility Provider shall

incur no liability of any kind by reason of its failure to give such notice, and such failure shall in no way affect the termination of the Available Commitment and the 2019B-2 Liquidity Facility Provider's obligation to purchase Eligible Bonds pursuant to the Initial 2019B-2 Liquidity Facility. The Trustee shall immediately notify all Bondholders of the termination of the Available Commitment and the obligation of the 2019B-2 Liquidity Facility Provider to purchase Eligible Bonds.

(c) ***Suspension of Bank Obligation to Purchase.*** Upon the occurrence of an Event of Default under subheading "Event of Default Resulting in Immediate Suspension" (a "**Suspension Event**"), the obligation of the 2019B-2 Liquidity Facility Provider to purchase Eligible Bonds shall immediately be suspended without notice or demand and thereafter the 2019B-2 Liquidity Facility Provider shall be under no obligation to purchase Eligible Bonds until the Available Commitment is reinstated as described in the Initial 2019B-2 Liquidity Facility. Promptly upon the 2019B-2 Liquidity Facility Provider's obtaining knowledge of any such Suspension Event, the 2019B-2 Liquidity Facility Provider shall give written notice of the same to the Authority and the Trustee of such suspension; provided, however, that the 2019B-2 Liquidity Facility Provider shall incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure shall in no way affect the suspension of the 2019B-2 Liquidity Facility Provider's obligations under the Initial 2019B-2 Liquidity Facility. In the event such Suspension Event is cured prior to becoming an Immediate Termination Event, the 2019B-2 Liquidity Facility Provider's obligations shall be automatically reinstated and the terms of the Initial 2019B-2 Liquidity Facility will continue in full force and effect (unless the Initial 2019B-2 Liquidity Facility shall otherwise have terminated or have been suspended by its terms or in accordance with the Initial 2019B-2 Liquidity Facility).

(d) ***Authority Obligations and 2019B-2 Liquidity Facility Provider Rights Following Event of Default.*** Upon the occurrence of any Event of Default under the Initial 2019B-2 Liquidity Facility, (i) all amounts owed to the 2019B-2 Liquidity Facility Provider under the Initial 2019B-2 Liquidity Facility, under the Fee Letter and under any Bank Bonds shall bear interest at the Default Rate until paid, (ii) the 2019B-2 Liquidity Facility Provider may by written notice to the Authority declare all amounts owed to the 2019B-2 Liquidity Facility Provider under the Initial 2019B-2 Liquidity Facility, under the Fee Letter and with respect to the Bank Bonds to be immediately due and payable whereupon such amounts shall be immediately due and payable (provided, that the obligations of the Authority under the Initial 2019B-2 Liquidity Facility and under the Bank Bonds shall be and become automatically and immediately due and payable without such notice upon the occurrence of an Event of Insolvency) and (iii) the 2019B-2 Liquidity Facility Provider shall have all remedies provided at law or equity, including, without limitation, the right of set-off and specific performance. The 2019B-2 Liquidity Facility Provider shall promptly provide written notice to the Trustee and the Authority of any acceleration of the amounts due hereunder.

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APPENDIX D

CERTAIN INFORMATION CONCERNING THE 2019B-2 LIQUIDITY FACILITY PROVIDER

The following information has been obtained from the 2019B-2 Liquidity Facility Provider for inclusion herein. Such information is not guaranteed as to accuracy or completeness by the Authority or the Underwriters and is not to be construed as a representation by the Authority or the Underwriters. Neither the Authority nor the Underwriters have verified this information, and no representation is made by them as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to its date or the date hereof.

Barclays Bank PLC (the Bank, and together with its subsidiary undertakings, the Bank Group) is a public limited company registered in England and Wales under number 1026167. The liability of the members of the Bank is limited. It has its registered head office at 1 Churchill Place, London, E14 5HP, United Kingdom (telephone number +44 (0)20 7116 1000). The Bank was incorporated on 7 August 1925 under the Colonial Bank Act 1925 and on 4 October 1971 was registered as a company limited by shares under the Companies Acts 1948 to 1967. Pursuant to The Barclays Bank Act 1984, on 1 January 1985, the Bank was re-registered as a public limited company and its name was changed from 'Barclays Bank International Limited' to 'Barclays Bank PLC'. The whole of the issued ordinary share capital of the Bank is beneficially owned by Barclays PLC. Barclays PLC (together with its subsidiary undertakings, the Group) is the ultimate holding company of the Group.

The Group is a transatlantic consumer and wholesale bank offering products and services across personal, corporate and investment banking, credit cards and wealth management, with a strong presence in the Group's two home markets of the UK and the US. The Group is focused on two core divisions – Barclays UK and Barclays International.

Both Barclays UK and Barclays International have historically operated within the legal entity Barclays Bank PLC. However, on 1 April 2018 the Barclays UK division formally separated into a new legal entity – Barclays Bank UK PLC (BBUKPLC), which is the Group's UK ring-fenced bank. BBUKPLC offers everyday products and services to retail and consumer customers and small to medium sized enterprises based in the UK. Products and services designed for the Group's larger corporate, wholesale and international banking clients will continue to be offered by Barclays International from within the Bank. BBUKPLC will operate alongside, but have the ability to take decisions independently from, the Bank as part of the Group under Barclays PLC.

The short term unsecured obligations of the Bank are rated A-1 by S&P Global Ratings Europe Limited, UK Branch, P-1 by Moody's Investors Service Ltd. and F1 by Fitch Ratings Limited and the long-term unsecured unsubordinated obligations of the Bank are rated A by S&P Global Ratings Europe Limited, UK Branch, A2 by Moody's Investors Service Ltd. and A by Fitch Ratings Limited.

Based on the Bank Group's audited financial information for the year ended 31 December 2017, the Bank Group had total assets of £1,129,343m (2016: £1,213,955m), total net loans and advances¹ of £401,762m (2016: £436,417m), total deposits² of £467,332m (2016: £472,917m), and total equity of £65,734m (2016: £70,955m) (including non-controlling interests of £1m (2016: £3,522m)). The profit

¹ Total net loans and advances include balances relating to both bank and customer accounts.

² Total deposits include deposits from bank and customer accounts.

before tax of the Bank Group for the year ended 31 December 2017 was £3,166m (2016: £4,383m) after credit impairment charges and other provisions of £2,336m (2016: £2,373m). The financial information in this paragraph is extracted from the audited consolidated financial statements of the Bank for the year ended 31 December 2017.

Based on the Bank Group's unaudited financial information for the six months ended 30 June 2018, the Bank Group had total assets of £903,345m (30 June 2017: £1,136,867m), total net loans and advances³ of £226,369m (30 June 2017: £427,980m), total deposits⁴ of £279,438m (30 June 2017: £488,162m), and total shareholders' equity of £48,192m (30 June 2017: £66,167m) (including non-controlling interests of £2m (30 June 2017: £84m)). The profit before tax from continuing operations of the Bank Group for the six months ended 30 June 2018 was £725m (30 June 2017: £1,731m) after credit impairment charges and other provisions of £156m (30 June 2017: £656m). The financial information in this paragraph is extracted from the unaudited condensed consolidated interim financial statements of the Bank for the six months ended 30 June 2018.

The delivery of the information concerning the Bank and the Bank Group contained in this **Appendix D** shall not create any implication that there has been no change in the affairs of the Bank and the Bank Group since the date hereof, or that the information contained or referred to in this **Appendix D** is correct as of any time subsequent to its date.

Barclays Bank PLC is responsible only for the information contained in this **Appendix D** and did not participate in the preparation of, or in any way verify the information contained in, any other part of the Official Statement. Accordingly, Barclays Bank PLC assumes no responsibility for and makes no representation or warranty as to the accuracy or completeness of information contained in any other part of the Official Statement.

³ Total net loans and advances include balances relating to both bank and customer accounts. As a result of a voluntary change in presentation following the adoption of IFRS 9, 'loans and advances to banks' and 'loans and advances to customers' have been disaggregated and are now reported in 'loans and advances at amortised cost' and 'cash collateral and settlement balances'.

⁴ Total deposits include deposits from bank and customer accounts. As a result of a voluntary change in presentation following the adoption of IFRS 9, 'deposits from banks' and 'customer accounts' have been disaggregated and are now reported in 'deposits at amortised cost' and 'cash collateral and settlement balances'.

APPENDIX E

FORM OF 2019ABC BOND COUNSEL OPINION

_____, 2019

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

Colorado Housing and Finance Authority
Single Family Mortgage Bonds

\$16,035,000	\$30,000,000	\$20,000,000	\$36,935,000
Class I Bonds	Federally Taxable	Federally Taxable	Class I Bonds
2019 Series A (AMT)	Class I Bonds	Class I Adjustable Rate Bonds	2019 Series C (Non-AMT)
	2019 Series B-1	2019 Series B-2	

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 Single Family Mortgage, Class I Bonds, 2019 Series A (AMT) (the “2019 Series A Bonds”), Single Family Mortgage, Federally Taxable Class I Bonds 2019 Series B-1 (the “2019 Series B-1 Bonds”), Single Family Mortgage, Federally Taxable Class I Adjustable Rate Bonds, 2019 Series B-2 (the “2019 Series B-2 Bonds” and, together with the 2019 Series B-1 Bonds, the “2019 Series B Bonds”) and Single Family Mortgage Class I Bonds, 2019 Series C (Non-AMT) (the “2019 Series C Bonds” and, together with the 2019 Series A Bonds and the 2019 Series B Bonds, the “Bonds”) in the aggregate principal amount of \$102,970,000. 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 2019 Series ABC Indenture dated as of January 1, 2019 (together, the “Indenture”), between the Authority and Zions Bancorporation, National Association (formerly, 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.

The Bonds are dated, mature in the years and in the principal amounts, bear interest at the rates, are subject to redemption prior to maturity and are otherwise in the form described in the Indenture.

It is our opinion as bond counsel that:

1. The Bonds have been duly and validly authorized and issued in accordance with law and in accordance with the Indenture. The Bonds, together with the interest payable with respect thereto, are legal, 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. Under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the “Code”), interest on the 2019 Series A Bonds and the 2019 Series C Bonds is excluded from gross income for federal income tax purposes. Interest on the 2019 Series A Bonds is a specific preference item in calculating the federal alternative minimum tax imposed on individuals and, for tax years beginning before January 1, 2018, on corporations. Interest on the 2019 Series C Bonds is not a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and, for tax years beginning before January 1, 2018, on corporations, and is not included in the adjusted current earnings of corporations for purposes of calculating the alternative minimum tax for tax years beginning before January 1, 2018.

4. Under existing laws, regulations, rulings and judicial decisions interest on the 2019 Series B Bonds is included in gross income for federal income tax purposes.

5. The Bonds, their transfer and the income therefrom, including any profit made on the sale thereof, shall at all times be free from taxation by the State of Colorado or any political subdivision or other instrumentality of the State of Colorado under Colorado laws in effect as of the date hereof.

The Code establishes certain requirements that must be met subsequent to the issuance of the Bonds in order that interest on the 2019 Series A Bonds and the 2019 Series C Bonds be and remain excluded from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the 2019 Series A Bonds and the 2019 Series C Bonds to be subject to such tax retroactive to the date of issuance of the Bonds. The requirements include provisions that restrict the yield and set forth limitations within which the proceeds of the 2019 Series A Bonds and the 2019 Series C Bonds are to be invested, including eligibility requirements for mortgages, and require that certain investment earnings be rebated on a periodic basis to the United States Treasury. The Indenture contains covenants of the Authority to comply with such requirements. The accrual or receipt of interest on the Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient’s particular tax status or other items of income or deduction. We express no opinion regarding any such consequences.

The opinions we have expressed herein as to the treatment of the interest borne by the Bonds for federal income tax purposes is based upon laws, regulations, rulings and decisions in effect on the date hereof. Each purchaser of the Bonds should consult his or her own tax advisor as regards any pending or proposed federal tax legislation.

The obligations of the parties, and the enforceability thereof, with respect to the documents described above are subject to the provisions of the bankruptcy laws of the United States of America and other applicable bankruptcy, insolvency, reorganization, moratorium or similar laws relating to or affecting the enforcement of creditors’ rights generally, now or hereafter in effect. Certain of the obligations, and the enforcement thereof, contained in the documents described above are also subject to general principles of equity, which may limit the specific enforcement of certain remedies but which do not affect the validity of such documents.

Certain requirements and procedures contained or referred to in the Indenture and other relevant documents may be changed, and certain actions may be taken or omitted under the circumstances and subject to the terms and conditions set forth in such documents, upon the advice or with the approving opinion of nationally recognized bond counsel. No opinion is expressed as to the Bonds or the interest

thereon if any such change occurs or action is taken or omitted upon the advice or approval of counsel other than ourselves.

The scope of our engagement has not extended beyond the examinations and the rendering of the opinions expressed herein. The opinions expressed herein are based upon existing law as of the date hereof and we express no opinion herein as of any subsequent date or with respect to any pending legislation.

Respectfully submitted,

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APPENDIX F

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 G

**ANNUAL FINANCIAL REPORT
(WITH INDEPENDENT AUDITORS' REPORT THEREON)
DECEMBER 31, 2017 AND 2016**

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homeownership



rental housing



business finance



colorado housing and finance authority
annual financial report

December 31, 2017 and 2016



*financing the places where
people live and work*

COLORADO HOUSING AND FINANCE AUTHORITY – Annual Financial Report

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executive letter (unaudited)



**Message from Cris White,
Executive Director and CEO
March 22, 2018**

CHFA's focus on our mission to strengthen Colorado by investing in affordable housing and economic development was as strong as ever in 2017. CHFA made a \$2.4 billion direct investment into our mission last year. This investment not only directly supported CHFA's customers as outlined below but was also estimated to spur \$4.7 billion in economic activity throughout Colorado.

Overall in 2017, CHFA supported:

- 8,256 Colorado households in obtaining home purchase loans, mortgage refinance loans, or mortgage credit certificates;
- the development or preservation of 63 affordable rental housing projects, supporting a total of 6,322 rental housing units; and
- 445 businesses with our capital access and business finance programs, which combined supported 4,270 jobs.

Homeownership

CHFA invested \$1.9 billion in first mortgage home loans in 2017, setting a new record for highest annual production. Additionally, enrollment in statewide CHFA-sponsored homebuyer education classes reached an all-time high in 2017, with 13,224 households served. This is reflective of Colorado's growing need for affordable homeownership. In 2017, Colorado home prices grew by more than 9.5%, bringing the median sales price to \$339,500, which is a 48.0% increase over the last five years.

Rental housing

CHFA invested \$366.8 million in multifamily loans and awarded \$54.2 million in federal and state Low Income Housing Tax Credits to support the development or preservation of affordable rental housing properties. This investment translates to 6,322 units to be developed or preserved throughout Colorado and a new record of most units supported annually by CHFA. The need for CHFA's resources to support affordable rental housing continued to be significant in 2017. The median rent reached \$1,319 in the third quarter, which is a 23.0% increase of the average median over the last five years.

Business finance

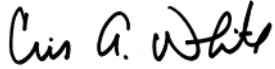
CHFA reached its highest volume in business finance loan production in 2017, investing \$85.7 million in businesses and nonprofits throughout Colorado. In addition, Colorado's Cash Collateral Support (CCS) program, administered by CHFA, was extended through 2020, resulting in \$8.0 million made available to qualified businesses. Private sector lending leveraged through the CCS program totaled \$22.9 million in 2017.

Community Impact Fund

CHFA's Community Impact Fund (CIF) continued to be a key resource used in 2017 to help fulfill CHFA's mission. In 2017, \$56.6 million was contributed to CIF, and the total available balance at the end of the year was \$143.7 million. More than \$51.0 million in CIF resources were deployed as down payment assistance loans to 3,587 home buyers in 2017. Over \$3.0 million in CIF resources supported 965 affordable rental housing units in 2017, of which 471 will be new, and 494 will be preserved. In addition, \$12.3 million in CIF has been committed to support future projects. CIF is

on track to continue to be a flexible source of funding that further supports CHFA's affordable housing and community development investment throughout Colorado.

We are pleased to reflect on a year of great accomplishments and look forward to continuing our efforts towards making an impact throughout Colorado.



Cris A. White
Executive Director and CEO

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independent auditor's report



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RSM US LLP

Independent Auditor's Report

The Board of Directors
Colorado Housing and Finance Authority

Report on the Financial Statements

We have audited the accompanying financial statements of Colorado Housing and Finance Authority (the Authority) as of and for the years ended December 31, 2017 and 2016, 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 accounting principles generally accepted in the United States of America; 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.

Auditor's Responsibility

Our responsibility is to express an opinion 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 audit 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 auditor's 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 opinion.

Opinion

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the Colorado Housing and Finance Authority as of December 31, 2017 and 2016, and the respective changes in financial position and, where applicable, cash flows thereof for the years then ended in accordance with accounting principles generally accepted in the United States of America.

THE POWER OF BEING UNDERSTOOD
AUDIT | TAX | CONSULTING

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis and the schedule of selected pension information, as listed in the table of contents, 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 audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The executive letter and the supplementary information, as listed in the table of contents, are presented for purposes of additional analysis and are not a required part of the basic financial statements.

The supplementary information is the responsibility of management and was derived from and relates 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 audit 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 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 22, 2018, 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 solely 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 the effectiveness of the Authority's 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.

RSM US LLP

Denver, Colorado
March 22, 2018



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, 2017, 2016, and 2015. 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 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 economy 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. As a self-sustaining organization, the Authority's operating revenues come from loan and investment income, program administration fees, loan servicing fees 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) 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, which can be held or sold, 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 are guaranteed by the United States Department of Agriculture Rural Development or the Veterans Administration.

The Authority also participates in the Federal National Mortgage Association (Fannie Mae) Mortgage Backed Securities (MBS) and Whole Loan Commitment Programs. Fannie Mae is a Government-Sponsored Enterprise with a public mission to provide stability in and to increase the liquidity of the residential mortgage market for homebuyers. The Authority is a Fannie Mae Seller/Servicer, either selling whole loans to Fannie Mae for cash or swapping pooled loans for mortgage-backed securities (MBS) issued by Fannie Mae, which securities can be held or sold.

The Authority also participates in the Federal Home Loan Mortgage Corporation (Freddie Mac) Whole Loan Commitment Program. Freddie Mac is a Government-Sponsored Enterprise with a public mission to provide liquidity, stability and affordability to the nation's housing market. The Authority is a Freddie Mac Seller/Servicer, selling whole loans to Freddie Mac for cash.

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. Net position is unrestricted when there are no external limits on its use. The



unrestricted net position is, however, formally designated for specific purposes by the Authority's Board of Directors each year.

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.

Required and other supplementary information is presented following the notes to financial statements to provide selected pension information and other supplemental information, such as combining schedules for the Authority's programs. These programs are explained in greater detail below.

Programs

General programs – Insured and uninsured single family and multifamily loans have been made by the Authority using funds in its General Fund designated as the Community Impact Fund (CIF). Within the CIF resides the Authority's Housing Opportunity Fund or "HOF Program." Under the HOF Program, the Authority makes fixed interest rate loans and provides interest rate subsidies to nonprofit and for profit developers in support of rental housing facilities targeted to support affordable rental housing. The Authority also makes loans to support its single family program, including down payment assistance loans, within the fund. All HOF loans must conform to standard Authority diligence processes and underwriting criteria, unless waived in accordance with the Authority's standard process, and are secured by either first or second mortgages on real estate. Loan terms on HOF loans may range up to 40 years.

Single Family programs – Under its single family mortgage programs, the Authority may purchase mortgage loans for single-family residential dwellings from qualified originating Mortgage Lenders, or may, under certain programs, provide loans directly to individual borrowers. The Authority presently acquires mortgage loans under its Non-Qualified Single Family Mortgage Program (taxable) and its Qualified Single Family Mortgage Program. During 2017 the Authority reinstated its Qualified Single Family Program for tax-exempt lending purposes. Loans made under the qualified program are subject to certain income and purchase price limits. The Authority permits eligible borrowers under its Non-Qualified Single Family Mortgage Program to meet certain income limits which are generally somewhat higher than the limits permitted for a Qualified Single Family Mortgage Program. There is no limit imposed by the Authority 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 all such mortgage loans must meet any applicable loan limit. Proceeds of a mortgage loan under the Non-Qualified Single Family Mortgage Program can be used under the Authority's refinancing programs to refinance existing Mortgage Loans.

Multifamily Lending programs – The multifamily lending programs provide financing to sponsors of affordable rental housing properties. Financing options include construction to permanent loans, permanent-only loans, acquisition loans, acquisition/rehabilitation loans and, in certain circumstances, refinancing of existing debt. Other financing structures may be considered, based upon the property characteristics and sub-market due diligence, as well as the demonstrated experience and financial capacity of the sponsor. The mortgages originated under the multifamily loan programs include a combination



*Management's Discussion and Analysis
(unaudited)*

of insured and uninsured mortgages. The Authority is a Tier I lender under FHA's Section 542(c) of the Housing and Community Development Act of 1992, as amended, which provides insurance on multifamily loans and is a credit enhancement mechanism available only to qualified housing and finance agencies acting as the mortgage lender.

Business Finance programs – The Authority originates uninsured loans as part of its direct business loan programs, including the Direct Loan Program, the Non-Profit Real Estate Loan Program, the U.S. Small Business Administration 504 Program, the Rural Loan Program, and the Rural Development Loan Program (RDLP). These business loans must meet certain economic development or job creation/retention objectives and are made to Colorado businesses to provide long-term, fixed rate financing for real estate and equipment. The uninsured direct business loans are generally secured by a first lien on the assets financed, are made in amounts up to 90% of the lesser of cost or appraised value of the collateral, are fully amortizing over terms of up to thirty years for real estate loans and seven years for equipment, and generally require guarantees from principals of the business having a 20% or greater ownership interest. A guaranty is also required from the operating company if different from the Borrower. Some of the Authority's small business loans may carry credit enhancement by an agency or instrumentality of the United States under an insurance program requiring payment of not less than 50% of the principal amount of such mortgage in the event of default. Direct small business loans insured to date have utilized the USDA Rural Development guarantee programs.



Financial Highlights

The following financial highlights section refers to the Authority's consolidated financial statements. The reader of this management's discussion and analysis section is encouraged to also review the Authority's combining schedules within the supplemental information section of this 2017 financial report.

Condensed Summary of Net Position

(in thousands of dollars)

As of December 31,	2017	2016	2015
Assets			
Cash	\$ 159,957	\$ 161,081	\$ 144,488
Investments	704,495	537,674	602,402
Loans receivable, net	1,023,103	1,039,324	1,165,675
Loans receivable held for sale	149,694	128,425	48,762
Capital assets, net	14,194	4,441	5,544
Other assets	47,934	58,317	42,455
Total assets	2,099,377	1,929,262	2,009,326
Deferred outflows of resources			
Accumulated increase in fair value of hedging derivatives	81,942	95,952	120,171
Pension contributions and investment earnings	7,404	6,507	2,558
Refundings of debt	3,657	5,741	7,584
Total deferred outflows of resources	93,003	108,200	130,313
Liabilities			
Bonds, notes payable and short-term debt	1,466,672	1,340,147	1,514,701
Derivative instruments and related borrowings	92,156	118,072	158,786
Net pension liability - proportionate share	32,535	25,185	19,395
Other liabilities	177,601	184,462	102,687
Total liabilities	1,768,964	1,667,866	1,795,569
Deferred inflows of resources			
Accumulated decrease in fair value of hedging derivatives	6,367	4,830	3,843
Pension investment differences	49	296	193
Total deferred inflows of resources	6,416	5,126	4,036
Net position			
Investment in capital assets	14,194	4,441	5,543
Restricted primarily by bond indentures	160,817	155,022	142,115
Unrestricted	241,989	205,007	192,376
Total net position	\$ 417,000	\$ 364,470	\$ 340,034



Statement of Net Position

Total investments comprise 33.6% of the Authority's total assets. Total investments as of December 31, 2017 were \$704.5 million, an increase of \$166.8 million, or 31.0%, compared to the amount outstanding as of December 31, 2016. This increase was primarily the result of the Authority retaining MBS as investments on its balance sheet, as opposed to selling these in the secondary market at a premium. These new MBS were pledged as collateral for bonds issued by the Authority during the year.

In 2016, total cash and investments decreased \$48.1 million, or 6.4% when compared to 2015. This was primarily the result of payments made against interest rate swap agreements and scheduled payments of principal and interest on bonds outstanding.

Total loans receivable, including loans held for sale, net of allowances for loan losses, make up 55.9% of the Authority's total assets, and represents the Authority's largest asset class. These loan balances as of December 31, 2017 were \$1.2 billion; an increase of \$5.0 million, or 0.4%, compared to the amount outstanding as of December 31, 2016. This increase over the prior year was the result of larger Loans Held for Sale balances reported at year-end. During 2017 the Authority continued to sell the majority of its single family loan production through four vehicles: sales of Ginnie Mae and Fannie Mae mortgage backed securities or by direct sale to Fannie Mae or Freddie Mac. During 2017, \$1.4 billion in loans were sold in the to-be-announced (TBA) market through the issuance and sale of Ginnie Mae securities, of which \$188.3 million were placed into taxable and tax-exempt MBS-backed bond structures. Loans totaling \$408.2 million were either pooled and swapped for Fannie Mae mortgage backed securities and sold for a premium, or sold directly to Fannie Mae. Additionally, \$69.7 million in loans were sold directly to Freddie Mac.

In 2016, net loans receivable decreased by \$46.7 million, or 3.8% when compared to 2015. This was the result of loan repayments occurring without a corresponding increase in new loans retained, as the Authority continued in 2016 to sell all of its single family loan production through the TBA market.

While it has been the Authority's practice to pool loans into mortgage backed securities and sell them in the secondary market for a gain, the Authority continued the practice of purchasing and retaining the mortgage servicing rights (MSRs) to these loans. Additionally, the Authority continued the practice of servicing the whole loans it retains in its loan portfolio. The loans serviced by the Authority include both single family and commercial loans.

Servicing Portfolio (gross, in thousands)	2017	2016	2015
GNMA - securities sold	\$ 2,728,478	\$ 1,918,340	\$ 1,492,919
FNMA - loans and securities sold	810,904	539,041	411,540
FHLMC - loans sold	86,743	25,732	-
Balance sheet loans (single family/multifamily/business)	1,178,609	1,167,810	1,222,260
Total Servicing Portfolio	\$ 4,804,734	\$ 3,650,923	\$ 3,126,719



Management's Discussion and Analysis
(unaudited)

Total loan portfolio delinquencies improved in 2017 when compared to the prior year. Overall, total single family past due loans decreased from 9.8% in 2016, to 8.7% in 2017. The Authority saw a similar trend in the multifamily program during the same period. The tables below present the Authority's delinquency ratios by portfolio. These delinquency figures are calculated using industry best practices and are reported on the Authority's entire servicing portfolio, including loans that were sold, but the mortgage servicing rights were retained, as well as loans the Authority maintains as assets on its balance sheet.

Single Family Portfolio Delinquency	2017	2016	2015
Current	91.3%	90.2%	89.3%
30 day	4.9%	5.2%	5.5%
60 day	1.4%	1.4%	1.6%
90 day	1.3%	1.9%	2.0%
Foreclosure	1.1%	1.4%	1.6%
Total past due	8.7%	9.9%	10.7%

Multifamily Portfolio Delinquency	2017	2016	2015
Current	99.2%	98.9%	99.3%
30 Day	0.0%	1.1%	0.4%
60 Day	0.8%	0.0%	0.4%
90 Day	0.0%	0.0%	0.0%
Foreclosure	0.0%	0.0%	0.0%
Total past due	0.8%	1.1%	0.7%

Business Finance Portfolio Delinquency	2017	2016	2015
Current	98.1%	98.3%	97.6%
30 Day	0.6%	1.1%	1.6%
60 Day	1.3%	0.6%	0.4%
90 Day	0.0%	0.0%	0.4%
Foreclosure	0.0%	0.0%	0.0%
Total past due	1.9%	1.7%	2.4%

Total deferred outflows as of December 31, 2017 were \$93.0 million, a decrease of \$15.2 million, or 14.0%, compared to the amount outstanding as of December 31, 2016. Deferred outflows for 2016 decreased \$22.1 million, or 17.0%, from those reported in 2015. These decreases were the result of an increase in market interest rates.

As of December 31, 2017, bonds, notes payable and short-term debt were \$1.5 billion, an increase of \$126.5 million, or 9.4%, compared to the balance at December 31, 2016. This increase is a direct result of several 2017 Multifamily and Single Family bond issuances, the proceeds of which were used to finance mortgage loans for the Single Family and



Management's Discussion and Analysis
(unaudited)

Multifamily programs. The Authority's debt transactions followed best execution analysis and were part of the Authority's annual plan of finance. Debt activity detail for 2017 occurred as follows:

- On May 18, 2017, the Authority issued \$13.6 million in tax exempt, Federally Insured Multifamily Pass Through, Series 2017-I Bonds to fund the construction and permanent loan for Woodlands Apartment Project.
- On June 15, 2017, the Authority issued \$14.1 million in tax exempt, Federally Insured Multifamily Pass Through, Series 2017-II Bonds to fund the construction and permanent loan for Peakview Trails Apartment Project.
- On Jul 19, 2017, the Authority issued \$71.8 million in Federally Taxable, Single Family Mortgage Bonds Series 2017-A & B to fund the acquisition of single family loans securitized as Ginnie Mae MBS and to refund certain Single Family Mortgage Bonds.
- On August 10, 2017, the Authority issued \$9.4 million in tax exempt, Federally Insured Multifamily Pass Through, Series 2017-III Bonds to fund the construction and permanent loan for Windmill Ranch Apartments Project.
- On August 10, 2017, the Authority issued \$8.0 million in tax exempt, Multifamily/Project Bonds, Series 2017-A Bonds to fund the construction and permanent loan for Windmill Ranch Apartments Project
- On August 24, 2017, the Authority issued \$26.0 million in tax exempt, Federally Insured Multifamily Pass Through, Series 2017-IV Bonds to fund the construction and permanent loan for Sierra Vista Apartments Project.
- On August 30, 2017, the Authority issued \$50.2 million in Federally Taxable, Homeownership Class I Series 2017-AA bonds to fund the acquisition of single family loans securitized as Ginnie Mae MBS.
- On October 31, 2017, the Authority issued \$80.4 million in Federally Taxable and Tax Exempt, Single Family Mortgage Bonds Series 2017-C, D & E to fund the acquisition of single family loans securitized as Ginnie Mae MBS and to refund certain Single Family Mortgage Bonds.
- On December 21, 2017, the Authority issued \$99.8 million in Tax Exempt Homeownership Class I Series 2017-BB Convertible Option Bonds to preserve Private Activity Bonding Authority.

During 2016, total liabilities decreased \$127.7 million, or 7.1%, from the prior year. Bonds, notes payable and short-term debt decreased \$174.6 million, or 11.5% from 2015, primarily due to scheduled bond payments and additional unscheduled redemptions. Also in 2016, derivative instruments and related borrowings decreased \$40.7 million, or 25.6%, from the prior year due to an increase in market interest rates and a reduction in termination value.

The Authority's net position as of December 31, 2017 was \$417.0 million, an increase of \$52.5 million, or 14.4%, compared to the balance at December 31, 2016. Net position as a percent of total assets increased from 18.9% as of December 31, 2016 to 19.9% as of December 31, 2017.



Management's Discussion and Analysis
(unaudited)

Condensed Summary of Revenues, Expenses and Changes in Net Position
(in thousands of dollars)

For the years ended December 31,	2017	2016	2015
Interest income and expense:			
Interest on loans receivable	\$ 55,777	\$ 63,648	\$ 72,283
Interest on investments	17,068	14,472	23,667
Interest on debt	(56,033)	(53,367)	(72,616)
Net interest income	16,812	24,753	23,334
Other operating income (loss):			
Gain on sale of loans	106,788	86,527	50,065
Investment derivative activity gain	3,143	2,651	1,569
Net increase (decrease) in the fair value of investments	5,950	(5,032)	(13,123)
Other revenues	41,110	29,504	26,766
Total other operating income	156,991	113,650	65,277
Total operating income	173,803	138,403	88,611
Operating expenses:			
Salaries and related benefits	27,515	22,207	18,647
General operating	92,395	90,306	51,872
Depreciation	684	932	1,109
Provision for loan losses	698	(180)	525
Total operating expenses	121,292	113,265	72,153
Net operating income	52,511	25,138	16,458
Nonoperating expenses:			
Federal grant receipts	137,126	129,405	120,224
Federal grant payments	(137,126)	(129,405)	(120,224)
Gain (loss) on sale of capital assets	19	(702)	-
Total nonoperating income and expenses, net	19	(702)	-
Change in net position	52,530	24,436	16,458
Net position:			
Beginning of year	364,470	340,034	340,229
Restatement due to GASB 68	-	-	(16,653)
End of year	\$ 417,000	\$ 364,470	\$ 340,034



Revenues, Expenses and Changes in Net Position

As reflected in the Statement of Revenues, Expenses and Changes in Net Position, the change in net position in 2017 was \$28.1 million or 115.0% more than the results at December 31, 2016. The increase in net position compared to the prior year was primarily composed of the following:

- A \$7.9 million decrease in net interest income. This decrease is primarily the result of lower interest on loans receivable. Loan receivable balances continued to decline from the prior year, which eliminated the interest revenue earned on those loans. Additionally, interest on debt increased over the prior year as a result of the issuance of new single family and multifamily revenue bonds.
- A \$43.3 million increase in other operating income as a result of the following:
 - \$20.3 million increase in gain on sale of loans. This change was driven by an increase in the amount of single family loans being pooled into mortgage backed securities and sold through the TBA market at a premium. During 2017 the Authority experienced a 51.7% increase in the amount of loans sold when compared to 2016. Similarly, the Authority experienced a 66.5% increase in single family loan sales when compared to 2015. This growth in single family loan sale volumes is depicted in the table below.

Single Family Loans Sold (in thousands)	2017	2016	2015
GNMA	\$ 1,444,972	\$ 972,252	\$ 573,837
FNMA	408,157	269,039	186,918
FHLMC	69,746	25,455	-
Total Single Family Loans Sold	\$ 1,922,875	\$ 1,266,746	\$ 760,755

- \$0.5 million increase in investment derivative activity
- \$11.0 million increase in fair value of investments
- \$11.6 million increase in loan servicing and other revenues. As the size of the Authority's servicing portfolio has grown, so have the associated revenues that are generated by servicing those loans. Additionally, the Authority saw an increase the revenues received from the Low Income Housing Tax Credit (LIHTC) and conduit bond programs the Authority administers.
- An \$8.0 million increase in operating expenses due to pension accounting adjustments and increases in down payment assistance grants provided to borrowers by the authority.

During 2016, total operating income increased by \$49.8 million in 2016, or 56.2%, compared to 2015. The following contributed to the increase:

- Interest income decreased by \$17.8 million in 2016 as a result of higher loan prepayments without a corresponding increase in new loan production retained.
- Interest expense related to debt decreased by \$19.2 million due to lower outstanding balances and reducing interest through actions to restructure debt.
- Gain on sale of loans increased \$36.5 million due to increased loan activity related to the down payment assistance grant program offered in 2016.
- The fair value of investments and investment derivative activity collectively increased by \$9.2 million due primarily to changes in market rates during 2016.
- Other revenues increased \$2.7 million due to higher servicing fee income collected.

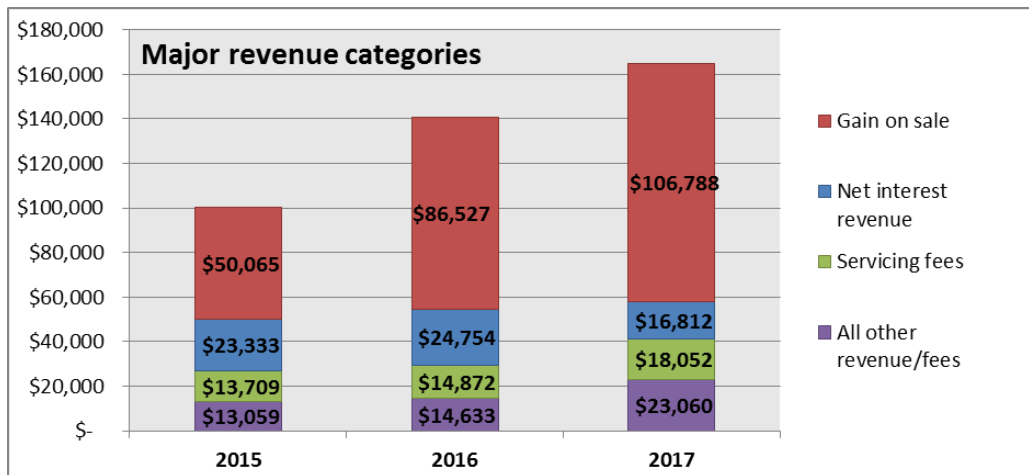


Management's Discussion and Analysis
(unaudited)

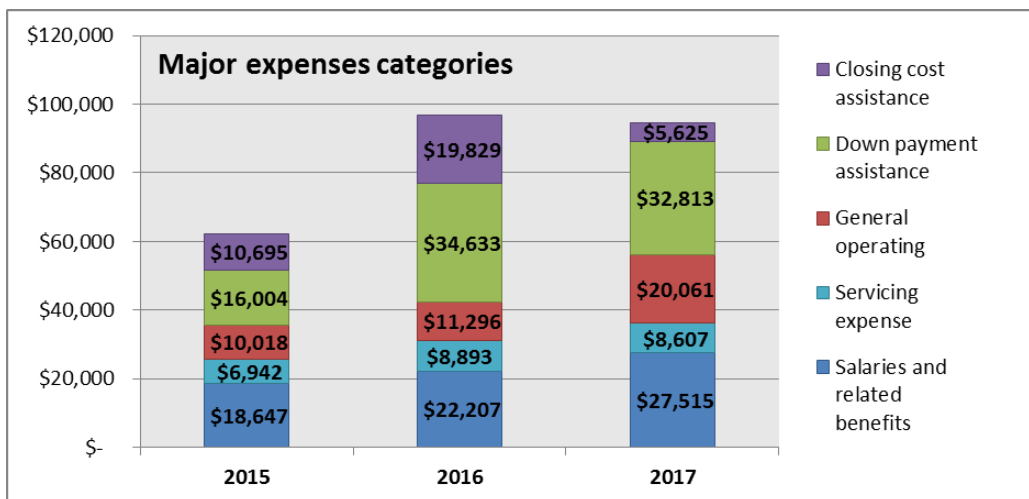
Total operating expenses in 2016 increased \$41.1 million, or 57.0%, compared to 2015. The increase was primarily due to expenses related to the down payment assistance program that began in 2015.

The federal grant receipts/payments consisted 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

A review of select revenue and expense accounts depicts the growth the Authority has experienced over the past few years. Much of this growth is the result of increases in the Authority's single family loan production volume, the majority of which is ultimately sold for a premium in the secondary market.



Gain on sale represents the gain recognized on the sale of single family loans in the secondary market at a premium. The all other revenues/fees category is primarily made up of PBCA, LIHTC and conduit transaction fees.



Amounts reported in salaries and related benefits include entries related to GASB Statement No. 68 pension expense. These amounts totaled \$6.2 million, \$1.9 million and \$0.4 million for fiscal years, 2017, 2016 and 2015 respectively.



Economic Factors and Next Year's Budget

The 2018 Budget was developed to provide desired products and services while maintaining financially responsible practices. While the Authority has been able to keep pace with the significant increase in loan volume, we remain cautious about the state economy over the next several years.

During 2018, the Authority's consolidated net interest revenue is projected to increase over amounts reported as of December 31, 2017. The Authority's loan portfolios are projected to increase in size in 2018 due to the continued efforts to add loans and investment securities to the balance sheet. Related debt is also projected to increase in 2018, but the result should be a net increase to net interest revenue overall. A contributor to this change is that the Authority anticipates adding over \$300 million in new loans and investment securities to the balance sheet as a result of single family and multifamily lending operations.

Pressure on tax credit equity pricing and strong demand for affordable rental housing throughout the State are increasing the need for multifamily financing products and services. This being the case, the Authority is working to enhance its product offerings and increase its presence and visibility within the multifamily financing space. We believe this will result in an increase in the pipeline of multifamily loans the Authority finances in the years to come. The Authority also expects business finance production to continue to generate fee income through the Authority's lending activities.

Securitizing single family loan production and selling the securities for their market premiums is projected to continue to be the major single family program model in 2018. The budget reflects a 'purchase and sell' model for 85% of the \$2.0 billion in budgeted single family loan production. The remaining 15% is budgeted to be bond-financed in an effort to continue rebuilding the Authority's loan portfolio, providing future net interest revenue. The 2018 budget projects single family production to increase when compared to the 2017 results, as demand for the Authority's down payment assistance (DPA) in the form of grants and second mortgages remains high.

The Authority's operating expenses are projected to increase slightly over amounts reported for 2017. This slight increase will reside primarily within the Authority's salaries and related benefit categories and is due to budgeted merit increases, modest staffing increases, and increases in health insurance premium expense.

Certain of the matters contained in this management's discussion and analysis about our future performance, including, without limitation, future revenues, earnings, strategies, prospects, consequences and all other statements that are not purely historical constitute "forward-looking statements" within the meaning of the Private Securities Litigation Reform Act of 1995. Such forward-looking statements are subject to risks and uncertainties, which could cause actual results to differ materially from those anticipated. Such statements are based on management's beliefs as well as assumptions made by and information currently available to management.

Readers are cautioned not to place undue reliance on these forward-looking statements in making any investment decisions with regards to our securities. Forward-looking statements made in this discussion apply only as of the date of these financial statements. While we may elect to update forward-looking statements from time to time, we specifically disclaim any obligation to do so, even in light of new information or future events, unless otherwise required by applicable laws.

Requests for Information

This financial report is designed to provide a general overview of the Authority's finances. Questions concerning the information provided in this report or other financial information should be addressed to the Controller/Director of Accounting at Colorado Housing and Finance Authority, 1981 Blake Street, Denver, Colorado 80202 (303-297-2432 or toll free, 800-877-2432).



basic financial statements



Colorado Housing and Finance Authority

Statement of Net Position

As of December 2017 and 2016

(in thousands of dollars)

	2017	2016
Assets		
Current assets:		
Cash		
Restricted	\$ 112,427	\$ 117,993
Unrestricted	47,530	43,088
Investments (partially restricted, see note 2)	331,787	291,336
Loans receivable (partially restricted, see note 3)	34,104	34,644
Loans receivable held for sale	149,694	128,425
Other current assets	12,677	25,792
Total current assets	688,219	641,278
Noncurrent assets:		
Investments (partially restricted, see note 2)	372,708	246,338
Loans receivable, net (partially restricted, see note 3)	988,999	1,004,680
Capital assets, net	14,194	4,441
Other assets	35,257	32,525
Total noncurrent assets	1,411,158	1,287,984
Total assets	2,099,377	1,929,262
Deferred outflows of resources		
Accumulated increase in fair value of hedging derivatives	81,942	95,952
Pension contributions and investment earnings	7,404	6,507
Refundings of debt	3,657	5,741
Total deferred outflows of resources	93,003	108,200
Liabilities		
Current liabilities:		
Short-term debt	92,785	61,005
Bonds payable	117,380	46,947
Notes payable	104	103
Other current liabilities	161,927	172,899
Total current liabilities	372,196	280,954
Noncurrent liabilities:		
Bonds and notes payable	1,256,403	1,232,092
Derivative instruments	71,043	91,385
Hybrid instrument borrowing	21,113	26,687
Net pension liability - proportionate share	32,535	25,185
Other liabilities	15,674	11,563
Total noncurrent liabilities	1,396,768	1,386,912
Total liabilities	1,768,964	1,667,866
Deferred inflows of resources		
Accumulated decrease in fair value of hedging derivatives	6,367	4,830
Pension investment differences	49	296
Total deferred inflows of resources	6,416	5,126
Net position		
Investment in capital assets	14,194	4,441
Restricted primarily by bond indentures	160,817	155,022
Unrestricted	241,989	205,007
Total net position	\$ 417,000	\$ 364,470

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 2017 and 2016

(in thousands of dollars)

	2017	2016
Interest income and expense:		
Interest on loans receivable	\$ 55,777	\$ 63,648
Interest on investments	17,068	14,472
Interest on debt	(56,033)	(53,367)
Net interest income	16,812	24,753
Other operating income (loss):		
Gain on sale of loans	106,788	86,527
Investment derivative activity gain	3,143	2,651
Net increase (decrease) in the fair value of investments	5,950	(5,032)
Other revenues	41,110	29,504
Total other operating income	156,991	113,650
Total operating income	173,803	138,403
Operating expenses:		
Salaries and related benefits	27,515	22,207
General operating	92,395	90,306
Depreciation	684	932
Provision for loan losses	698	(180)
Total operating expenses	121,292	113,265
Net operating income	52,511	25,138
Nonoperating income and expenses:		
Federal grant receipts	137,126	129,405
Federal grant payments	(137,126)	(129,405)
Gain (loss) on sale of capital assets	19	(702)
Total nonoperating income and expenses	19	(702)
Change in net position	52,530	24,436
Net position:		
Beginning of year	364,470	340,034
End of year	\$ 417,000	\$ 364,470

See accompanying notes to basic financial statements.

Colorado Housing and Finance Authority

Statement of Cash Flows

For the years ended December 2017 and 2016

(in thousands of dollars)

	2017	2016
Cash flows from operating activities:		
Principal payments received on loans receivable and receipts from dispositions of other real estate owned	\$ 665,834	\$ 974,533
Interest payments received on loans receivable	56,699	64,917
Payments for loans receivable	(2,091,449)	(1,405,172)
Receipts from sales of Ginnie Mae securities	1,527,338	614,840
Receipts from rental operations	4	17
Receipts from other revenues	41,241	29,774
Payments for salaries and related benefits	(19,740)	(15,675)
Payments for goods and services	(99,834)	(91,997)
All other, net	8,216	11,143
Net cash provided by operating activities	88,309	182,380
Cash flows from noncapital financing activities:		
Net increase (decrease) in short-term debt	31,780	(16,500)
Proceeds from issuance of bonds	374,281	106,041
Settlement of pension liability	-	(3,847)
Receipts from federal grant programs	137,906	129,941
Payments for federal grant programs	(137,127)	(129,405)
Principal paid on bonds	(281,824)	(264,573)
Principal paid on notes payable	(102)	(103)
Interest rate swap activity, net	(1,651)	(1,946)
Interest paid on short-term debt	(1,118)	(504)
Interest rate swap settlements	(34,827)	(44,674)
Interest paid on bonds	(22,240)	(18,159)
Interest paid on notes payable	(11)	(10)
Net cash provided by (used in) noncapital financing activities	65,067	(243,739)
Cash flows from capital and related financing activities:		
Purchase of capital assets	(10,419)	(530)
Net cash used in capital and related financing activities	(10,419)	(530)
Cash flows from investing activities:		
Proceeds from maturities and sales of investments	2,548,640	2,140,154
Purchase of investments	(2,709,511)	(2,080,462)
Income received from investments	16,790	14,943
Net cash provided by (used in) capital and related financing activities	(144,081)	74,635
Net increase (decrease) in cash	(1,124)	12,746
Cash at beginning of year	161,081	148,335
Cash at end of year	\$ 159,957	\$ 161,081
Restricted	\$ 112,427	\$ 117,993
Unrestricted	47,530	43,088
Cash, end of year	\$ 159,957	\$ 161,081

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Colorado Housing and Finance Authority

Statement of Cash Flows *(continued)*

For the years ended December 2017 and 2016

(in thousands of dollars)

	2017	2016
Reconciliation of operating income to net cash provided by operating activities:		
Net operating income	\$ 52,511	\$ 25,138
Adjustments to reconcile operating income to net cash provided by operating activities:		
Depreciation expense	684	932
Amortization and fair value adjustments of service release premiums	25,290	15,657
Proportionate share of net pension expense	6,207	1,943
Amortization of derivatives related borrowings	(5,573)	(10,912)
Provision for loan losses	698	(180)
Interest on investments	(17,068)	(14,472)
Interest on debt	61,607	64,279
Unrealized gain on investment derivatives	(3,143)	(2,651)
Unrealized (gain) loss on investments	(5,950)	5,032
(Gain) loss on sale of REO	88	(59)
Gain on sale of loans receivable held for sale	(106,788)	(86,527)
Changes in assets and liabilities:		
Loans receivable and other real estate owned	76,345	118,313
Accrued interest receivable on loans and investments	922	1,269
Other assets	8,158	(22,570)
Accounts payable and other liabilities	(5,679)	87,188
Net cash provided by operating activities	\$ 88,309	\$ 182,380

See accompanying notes to basic financial statements.

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notes to basic
financial statements



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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.

Multifamily/Business Program – The Multifamily/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 multifamily and business (sometimes referred to as project) bond issues include loans made for the purchase, construction or rehabilitation of multifamily 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, liabilities, deferred outflows and deferred inflows 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 – Amounts related to Single Family and Multifamily/Business Programs are considered restricted and are detailed in the supplemental schedules. 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. Money market investments are reported at amortized cost. Investment amounts related to Single Family and Multifamily/Business Programs are considered restricted and are detailed in the supplemental schedules.

Loans Receivable – Mortgage loans receivable are reported at their unpaid principal balance net of an allowance for estimated loan losses. Loans related to Single Family and Multifamily/Business Programs are considered restricted and are detailed in the supplemental schedules.

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.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

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 \$10 thousand or greater. 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 – Other assets is primarily made up of mortgage servicing rights. Mortgage servicing rights are amortized over the estimated life of the related loans using the effective interest method. Unamortized costs totaling \$31.6 million and \$29.2 million were outstanding at December 31, 2017 and 2016, respectively. Included in these amounts are mortgage servicing rights of \$31.6 million and \$24.4 million as of December 31, 2017 and 2016, respectively, related to loans sold by the Authority for which the Authority retained the mortgage servicing. These mortgage servicing rights are reported at the lower of cost or fair value.

The Authority recorded fair market value adjustments of \$7.7 million and \$4.1 million on mortgage servicing rights as of December 31, 2017 and 2016, respectively. The adjustments are reported in general operating expense on the Statement of Revenues, Expenses and Changes in Net Position.

Bonds – Bonds payable are general and 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. Virtually 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 Authority has variable rate demand bonds that have Stand-by Purchase Agreements (SBPA), which state 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 to five 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 terminated interest rate swap hedging relationships, 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 starting 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 of mortgage backed securities within the To-Be-Announced market are utilized to hedge changes in fair value of mortgage loan inventory and commitments to purchase mortgage loans at fixed rates. At December 31, 2017, the Authority had executed 120 forward sales transactions with a \$406.0 million notional amount with seven 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, 2018. These contracts are considered investment derivative instruments and carry a fair value of \$2.3 million as of December 31, 2017.

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.

Net Pension Liability – For purposes of measuring the net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position of the Public Employee's Retirement Association of Colorado (PERA) pension plan and additions to/deductions from PERA's fiduciary net position have been determined on the same basis as they are reported by PERA. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with benefit terms.

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 multifamily 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 lease obligations the present value of noncancelable lease payments for leases that qualify as a capital lease. Capital lease payments of principal and interest totaled \$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, gain on sale of 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, 2017, GASB issued Statement No. 80, *Blending Requirements for Certain Component Units – an amendment of GASB Statement No. 14*, was applicable to the Authority. The objective of this Statement is to improve financial reporting by clarifying the financial statement presentation requirements for certain component units. This Statement amends the blending requirements established in paragraph 53 of Statement No. 14, *The Financial Reporting Entity*, as amended. This Statement amends the blending requirements for the financial statement presentation of component units of all state and local governments. The additional criterion requires blending of a component unit incorporated as a not-for-profit corporation in which the primary government is the sole corporate member. The additional criterion does not apply to component units included in the financial reporting entity pursuant to the provisions of Statement No. 39, *Determining Whether Certain Organizations Are Component Units*. As of December 31, 2017 there were no component units being reported within the Authority’s financial statements.

GASB issued Statement No. 82, *Pension Issues an amendment of GASB Statements No. 67, No. 68, and No.73*. The objective of this Statement is to address certain issues that have been raised with respect to Statements No. 67, *Financial Reporting for Pension Plans*, No. 68, *Accounting and Financial Reporting for Pensions*, and No. 73, *Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement No. 68, and Amendments to Certain Provisions of GASB Statements No. 67 and No. 68*. Specifically, this Statement addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements. This Statement clarifies that payments made by an employer to satisfy contribution requirements that are identified by the pension plan terms as plan member contributions for purposes of Statement No. 67 and as employee contributions for the purposes of Statement No. 68. It also requires that an employer’s expense and expenditures for those amounts be recognized in the period for which the contribution is assessed and classified in the same manner as the employer classifies similar compensation other than pensions (for example, as salaries and wages or as fringe benefits). This statement has not impacted the way the Authority reports its pension liability, per the requirements of GASB Statement No. 68.

Future Accounting Principles – GASB issued Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other Than Pensions*, which is effective for financial statements for periods beginning after June 15, 2018. This Statement replaces the requirements of Statements No. 45, *Accounting and Financial Reporting by Employers for Postemployment Benefits Other Than Pensions*, as amended, and No. 57, *OPEB Measurements by Agent Employers and Agent Multiple-Employer Plans, for OPEB*. Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans*, establishes new accounting and financial reporting requirements for OPEB plans. The scope of this Statement addresses accounting and financial reporting for OPEB that is provided to the employees of state and local governmental employers. This Statement establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense/expenditures. For defined benefit OPEB, this Statement identifies the methods and assumptions that are required to be used to project benefit payments, discount projected benefit payments



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

to their actuarial present value, and attribute that present value to periods of employee service. Note disclosure and required supplementary information requirements about defined benefit OPEB also are addressed. This Statement will be applicable to the Authority in 2018; however, the financial impact of the applicability of Statement No. 75 on the Authority's financial statements has not yet been determined.

GASB issued Statement No. 84, *Fiduciary Activities*. The objective of this Statement is to improve guidance regarding the identification of fiduciary activities for accounting and financial reporting purposes and how those activities should be reported. This Statement establishes criteria for identifying fiduciary activities of all state and local governments. The focus of the criteria generally is on (1) whether a government is controlling the assets of the fiduciary activity and (2) the beneficiaries with whom a fiduciary relationship exists. Separate criteria are included to identify fiduciary component units and postemployment benefit arrangements that are fiduciary activities.

An activity meeting the criteria should be reported in a fiduciary fund in the basic financial statements. Governments with activities meeting the criteria should present a statement of fiduciary net position and a statement of changes in fiduciary net position. An exception to that requirement is provided for a business-type activity that normally expects to hold custodial assets for three months or less. This Statement describes four fiduciary funds that should be reported, if applicable: (1) pension (and other employee benefit) trust funds, (2) investment trust funds, (3) private-purpose trust funds, and (4) custodial funds. Custodial funds generally should report fiduciary activities that are not held in a trust or equivalent arrangement that meets specific criteria. As the Authority does not currently participate in fiduciary activities subject to this Statement, no impact to Authority's financial statements is anticipated at this time. The requirements of this Statement are effective for reporting periods beginning after December 15, 2018. Earlier application is encouraged. The financial impact of the applicability of Statement No. 84 on the Authority's financial statements has not yet been determined.

GASB issued Statement No. 86 *Certain Debt Extinguishment Issues*, which is effective for reporting periods beginning after June 15, 2017. The primary object of this Statement is to improve consistency in accounting and financial reporting for in-substance defeasance of debt by providing guidance for transactions in which cash and other monetary assets acquired with only existing resources – resources other than the proceeds of refunding debt – are placed in an irrevocable trust for the sole purpose of extinguishing debt. This Statement also improves accounting and financial reporting for prepaid insurance on debt that is extinguished and notes to the financial statements for debt that is defeased in substance. This Statement will be applicable to the Authority in 2018; however, the financial impact of the applicability of Statement No. 86 on the Authority's financial statements has not yet been determined.

GASB issued Statement No. 87 *Leases*, which is effective for reporting periods beginning after December 15, 2019. The objective of this Statement is to better meet the informational needs of financial statement users by improving accounting and financial reporting for leases by governments. This Statement increases the usefulness of a governments' financial statements by requiring the recognition of certain lease assets and liabilities for leases that previously were classified as operating leases and recognized as inflows of resources or outflows of resources based on the payment provisions of the contract. It establishes a single model for lease accounting based on the foundational principle that leases are financings of the right to use an underlying asset. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use lease asset, and a lessor is required to recognize a lease receivable and a deferred inflow or resources, thereby enhancing the relevance and consistency of information about governments' leasing activities. This Statement will be applicable to the Authority in 2020; however, the financial impact of the applicability of Statement No. 87 on the Authority's financial statements has not yet been determined.



(2) Cash and Investments

Cash and Cash Equivalents – The Authority’s cash and cash equivalents are reported as either restricted or unrestricted and are represented by cash on hand and demand deposits held in banks. Cash is classified as restricted when its use is subject to external limits such as bond indentures, legal agreements or statutes. 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. As of December 31, 2017 and 2016, the Authority had unrestricted cash of \$47.5 million and \$43.1 million, respectively.

Restricted cash as of December 31, 2017 and 2016 was as follows:

Summary of Restricted Cash	2017	2016
Customer escrow accounts	\$ 99,565	\$ 101,524
Payments in process	9,112	12,454
Administered program deposits	3,750	4,015
Total fair value	\$ 112,427	\$ 117,993

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, cash deposits belonging to the Authority may not be returned. 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 \$99.6 million and \$101.5 million held in a fiduciary capacity as of December 31, 2017 and 2016, 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.

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’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. 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.

General Program investments of \$38.3 million include investments pledged as of December 31, 2017 as follows: \$25.9 million in Ginnie Mae securities pledged as collateral to the Federal Home Loan Bank of Topeka (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 \$715 thousand, \$552 thousand and \$282 thousand, respectively; each pledged as collateral for the RDLP notes payable and \$328 thousand of investments pledged as collateral for private placement bonds.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

General Program investments of \$22.5 million include investments pledged as of December 31, 2016 as follows: a \$9 million overnight deposit pledged to the FHLB line of credit and Colorado Local Government Liquid Asset Trust (COLOTRUST) investments of RDLP, RDLP II and RDLP V in the amounts of \$856 thousand, \$740 thousand and \$262 thousand, respectively; each pledged as collateral for the RDLP notes payable and \$98 thousand of investments pledged as collateral for private placement bonds.

All Single Family and Multifamily/Business Program investments, which total \$666.1 million and \$515.2 million as of December 31, 2017 and 2016, respectively, are restricted under bond indentures or other debt agreements, or otherwise pledged as collateral for borrowings. These amounts are detailed in the supplemental schedules.

Interest Rate Risk – Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment. Except for the money market mutual fund investments, substantially all of the Authority’s investments are subject to this risk.

As of December 31, 2017, the Authority had the following investment maturities:

Investment Type	Investment Maturities (In Years)				Total
	Less Than 1	1-5	6-10	More Than 10	
External investment pool	\$ 7,629	\$ -	\$ -	\$ -	\$ 7,629
Investment agreements - uncollateralized	49,294	-	-	16,977	66,271
Money market mutual fund	212,223	-	-	-	212,223
Repurchase agreement	5,944	-	-	4,506	10,450
U.S. government agencies	25,932	25,161	-	325,351	376,444
U.S. Treasury	30,765	532	-	181	31,478
Total	\$ 331,787	\$ 25,693	\$ -	\$ 347,015	\$ 704,495

As of December 31, 2016, 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	\$ 8,831	\$ -	\$ -	\$ -	\$ 8,831
External investment pool	50,010	-	-	22,830	72,840
Investment agreements - uncollateralized	96,483	-	-	-	96,483
Money market mutual fund	9,000	-	-	-	9,000
Repurchase agreement	8,539	-	-	4,506	13,045
State & political subdivision obligations	393	-	-	-	393
U.S. government agencies	117,910	25,947	-	192,500	336,357
U.S. Treasury	170	555	-	-	725
Total	\$ 291,336	\$ 26,502	\$ -	\$ 219,836	\$ 537,674



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

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	2017		2016	
	Rating	Total	Rating	Total
External investment pool	AAAm	\$ 7,629	AAAm	\$ 8,831
Investment agreements - uncollateralized	AA+/A1	580	AA+/A1	1,983
Investment agreements - uncollateralized	AA-/A1	2,395		-
Investment agreements - uncollateralized	A/A2	7,628	A/A2	13,419
Investment agreements - uncollateralized	A+/Aa2	5,500	A+/Aa2	5,500
Investment agreements - uncollateralized		-	AA-/Aa3	3,339
Investment agreements - uncollateralized	AA/Aa2	15,680	AA/Aa2	15,487
Investment agreements - uncollateralized	AA+/Aa2	34,488	AA+/Aa2	33,112
Money market mutual fund	AAAm/Aaa	212,223	AAAm/Aaa	96,483
Overnight deposit		-	Not Rated	9,000
Repurchase agreements	AA+/Aaa	10,450	AA+/Aaa	13,045
State and political subdivision obligations		-	AAA/Aaa	393
U.S. government agencies	AA+/Aaa	376,444	AA+/Aaa	336,357
U.S. Treasury	AA+/Aaa	31,478	AA+/Aaa	725
Total		\$ 704,495		\$ 537,674

Of the investments in securities issued by state and political subdivisions, 100% are rated AAA as of December 31, 2017 and 2016. 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, 2017 and 2016, 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, 2017 and 2016.

Issuer	2017	2016
FHLB	2.84%	19.67%
FHLMC	10.59%	15.29%
GNMA	36.84%	17.56%
Goldman Sachs	18.00%	5.70%
Invesco	5.27%	7.77%
IXIS	4.79%	7.80%
Mass Mutual	4.90%	6.16%
Wells Fargo	6.85%	12.25%

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.

(3) Loans Receivable, Related Allowances and Troubled Debt Restructuring

Loans receivable and loans receivable held for sale at December 31, 2017 and 2016 consisted of the following:

	2017	2016
General Fund	\$ 291,945	\$ 236,464
Single Family Fund	332,207	418,446
Multifamily/Business Fund:		
Multifamily/Project	395,617	456,321
Multifamily Pass Through	170,297	74,579
Total Multifamily/Business Fund	565,914	530,900
Less intercompany loans, included in Multifamily/Project above	(11,394)	(11,679)
Total loans receivable	1,178,672	1,174,131
Payments in process	(773)	(762)
Allowance for loan losses	(5,102)	(5,620)
Total loans receivable, net	\$ 1,172,797	\$ 1,167,749

Loans in the Single Family Program and the Multifamily/Business Program in the table above are grouped based on the related bond type (see note 6 for additional information). Amounts related to these programs are considered restricted and are detailed in the supplemental schedules.

General Program loans include single family, multifamily and business finance loans acquired under various programs of the General Program, loans to be sold through the issuance of Ginnie Mae securities, loans to be sold to Fannie Mae and



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Freddie Mac, loans to be pooled and swapped for securities issued by Fannie Mae, 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 insured or 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, 2017 was comprised of \$331.2 million of FHA insured loans, \$13.3 million of VA guaranteed loans, \$15.2 million of RD guaranteed loans and \$72.5 million of conventional insured loans with the balance of \$132.5 million made up of uninsured conventional and second mortgage loans.

The single family loan portfolio included in the general and single family programs as of December 31, 2016 was comprised of \$376.5 million of FHA insured loans, \$18.9 million of VA guaranteed loans, \$18.5 million of RD guaranteed loans and \$68.4 million of conventional insured loans with the balance of \$112.0 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 both December 31, 2017 and 2016, the Authority recorded a reserve of \$202 thousand, for claim refunds to be paid to the U.S. Department of Housing and Urban Development (HUD).

As of December 31, 2017 and 2016, single family mortgage loans with pending foreclosure actions have aggregate principal balances of approximately \$5.3 million and \$6.9 million, respectively. As of December 31, 2017 and 2016, the aggregate principal balance of single family mortgage loans delinquent 91 days or greater was approximately \$24.7 million and \$31.9 million, respectively.

The Multifamily/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, 2017, approximately \$320.6 million, or 69.5%, of the commercial loan balances are not covered by insurance. The insured loans were comprised of \$252.7 million of Section 542(c) risk share loans, which are 50% insured, and \$790 thousand of Section 221(d) new construction and rehabilitation loans, which are 99% insured.

As of December 31, 2016, approximately \$306.7 million, or 72.2%, of the commercial loan balances are not covered by insurance. The insured loans were comprised of \$203.2 million of Section 542(c) risk share loans, which are 50% insured, and \$3.4 million of Section 221(d) new construction and rehabilitation loans, which are 99% insured.

As of December 31, 2017 and 2016, there were no commercial loans with pending foreclosure actions. As of both December 31, 2017 and 2016, there were no commercial loans delinquent 91 days or greater.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Activity in the allowance for loan loss for the years ended December 31, 2017 and 2016 was as follows:

	<u>2017</u>	<u>2016</u>
Beginning balance	\$ 5,620	\$ 6,731
Provision	698	(179)
Net charge-offs		
Single Family	(1,177)	(714)
Multifamily/Business	(39)	(218)
Ending balance	<u>\$ 5,102</u>	<u>\$ 5,620</u>

The Authority services loans that it securitizes as Ginnie Mae mortgage-backed securities and sells. As of December 31, 2017 and 2016, these loans totaled \$2.7 billion and \$1.9 billion, respectively.

The Authority services loans on the behalf of others, primarily for Fannie Mae and Freddie Mac, which are not reported on the Statement of Net Position. As of December 31, 2017 and 2016, these outstanding loan balances were \$897.6 million and \$564.8 million, respectively.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

The Authority has granted terms and interest rate concessions to debtors, which are considered troubled debt restructurings, as of December 31, 2017 and 2016, as summarized below:

Single Family Program Loans:	2017	2016
Aggregate recorded balance	\$ 44,031	\$ 46,768
Number of loans	373	386
Gross interest revenue if receivables had been current	\$ 2,410	\$ 2,619
Interest revenue included in changes in net position	\$ 1,629	\$ 1,801
Multifamily/Business Program Loans:	2017	2016
Aggregate recorded balance	\$ 16,824	\$ 18,971
Number of loans	17	19
Gross interest revenue if receivables had been current	\$ 987	\$ 1,126
Interest revenue included in changes in net position	\$ 714	\$ 961



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

(4) Capital Assets

Capital asset activity for the year ended December 31, 2017 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Nondepreciable capital assets:				
Land	\$ 1,573	\$ -	\$ -	\$ 1,573
Construction in progress	475	10,419	(10,766)	128
Total nondepreciable capital assets	2,048	10,419	(10,766)	1,701
Depreciable capital assets:				
Cost:				
Computer equipment/software	7,870	549	-	8,419
Furniture and equipment	247	1,722	-	1,969
Buildings and related improvements	5,149	8,495	-	13,644
Total depreciable capital assets	13,266	10,766	-	24,032
Less accumulated depreciation:				
Computer equipment/software	(7,489)	(339)	-	(7,828)
Furniture and equipment	(207)	(55)	-	(262)
Buildings and related improvements	(3,177)	(272)	-	(3,449)
Total accumulated depreciation	(10,873)	(666)	-	(11,539)
Total depreciable capital assets, net	2,393	10,100	-	12,493
Total capital assets, net	\$ 4,441	\$ 20,519	\$ (10,766)	\$ 14,194



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Capital asset activity for the year ended December 31, 2016 was as follows:

	Beginning Balance	Additions	Reductions	Ending Balance
Nondepreciable capital assets:				
Land	\$ 1,573	\$ -	\$ -	\$ 1,573
Construction in progress	-	475	-	475
Total nondepreciable capital assets	1,573	475	-	2,048
Depreciable capital assets:				
Cost:				
Computer equipment/software *	15,196	55	(7,381)	7,870
Furniture and equipment	1,116	-	(869)	247
Buildings and related improvements	8,042	-	(2,893)	5,149
Total depreciable capital assets	24,354	55	(11,143)	13,266
Less accumulated depreciation:				
Computer equipment/software *	(14,359)	(510)	7,380	(7,489)
Furniture and equipment	(919)	(77)	789	(207)
Buildings and related improvements	(5,105)	(345)	2,273	(3,177)
Total accumulated depreciation	(20,383)	(932)	10,442	(10,873)
Total depreciable capital assets, net	3,971	(877)	(701)	2,393
Total capital assets, net	\$ 5,544	\$ (402)	\$ (701)	\$ 4,441

* Includes capital lease

(5) Short-Term Debt

The Authority has agreements with the FHLB 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 \$839.8 million. As of December 31, 2017 and 2016, the Authority had \$92.8 million and \$61.0 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 and sale of Ginnie Mae and Fannie 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 \$50.0 million. Amounts drawn under the agreement bear interest fixed at 1.5% per annum above the one week or one-month LIBOR rate. This line of credit agreement terminates on October 2, 2018. The Authority pays an unused line fee at the rate of 0.2% 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, 2017 and 2016, 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, 2017 and 2016 was as follows:

	2017	2016
Beginning balance	\$ 61,005	\$ 77,505
Additions	5,350,885	4,817,491
Reductions	(5,319,105)	(4,833,991)
Ending balance	\$ 92,785	\$ 61,005

(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 Multifamily/Business bonds are used for funding of single family, multifamily and business loans. Long-term debt of the General Program (including notes payable) is used to finance single family and business loans. The aggregate principal amounts of bonds and notes payable outstanding as of December 31, 2017 and 2016 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, 2017, these rates ranged from 1.35% to 2.14%. At December 31, 2016, these rates ranged from 0.57% to 1.32%.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Outstanding Bonds at December 31, 2017 and 2016:

Description and due date	Interest rate (%)	2017	2016
Bonds payable:			
General Fund (prior to 2011, all General Fund bonds carry the Authority's general obligation pledge):			
Multifamily/Business Finance:			
Guaranteed Loan Participation Purchase Bonds: (* principal and interest payable monthly)			
2011 Series A*	2018 - 2031	2.92	\$ 364
2012 Series A*	2018 - 2025	2.84	\$ 4,187
Total Guaranteed Loan Participation Purchase Bonds		3,936	4,613
Taxable Rental Project Revenue Bonds: (* principal and interest payable monthly)			
2000 Series A	2018 - 2020	6.15	1,592
2002 Series AV*	2018 - 2022	5.55	979
2003 Series AV*	2018 - 2024	5.19	546
2004 Series A*	2018 - 2024	4.90	5,026
Total Taxable Rental Project Revenue Bonds		8,143	11,920
Total Multifamily/Business Finance		12,079	16,533
Total General Fund		12,079	16,533
Single Family Fund:			
Single Family Mortgage Bonds:			
2001 Series AA	2018 - 2038	Variable	59,660
2002 Series A	2018 - 2021	Variable	6,575
2002 Series B	2018 - 2021	Variable	19,000
2002 Series C	2018 - 2022	Variable	15,740
2003 Series B	2018 - 2028	Variable	23,830
2006 Series A	2018 - 2036	Variable	26,560
2006 Series B	2018 - 2036	Variable	47,900
2007 Series A	2018 - 2037	Variable	33,235
2007 Series B	2018 - 2038	Variable	43,360
2008 Series A	2018 - 2038	Variable	48,810
2011 Series AA	2018 - 2029	3.40 - 5.00	5,685
2012 Series A	2018 - 2021	Variable	10,180
2013 Series AA	2018 - 2041	2.80	16,420
2013 Series B	2018 - 2036	Variable	22,290
2014 Series A	2018 - 2027	1.69 - 3.53	25,575
2015 Series A	2018 - 2031	1.47 - 4.00	50,230
2015 Series B	2018 - 2026	1.41 - 3.37	13,090
2017 Series A	2018 - 2047	3.00	51,524
2017 Series B	2018 - 2044	1.60 - 3.05	20,430
2017 Series AA	2018 - 2047	3.03	49,969
2017 Series CDE	2018 - 2048	Variable and 1.10 - 4.00	80,390
2017 Series BB	2018 - 2057	2.14	99,800
Total Single Family Mortgage Bonds		770,253	691,080
Total Single Family Fund		770,253	691,080

Table continued on following page.



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Description and due date	Interest rate (%)	2017	2016	
Multifamily/Business Fund:				
Multifamily/Project Bonds: (* principal and interest payable quarterly on some of the bonds)				
2000 Series A	2018 - 2030	Variable	5,480	8,225
2000 Series B*	2017 - 2017	Variable	-	2,710
2002 Series C	2018 - 2032	Variable	15,045	15,675
2003 Series A	2018 - 2033	Variable	26,225	31,560
2004 Series A	2018 - 2034	Variable	11,230	15,140
2005 Series A	2018 - 2036	Variable	17,215	18,605
2005 Series B	2018 - 2040	Variable	12,015	14,295
2006 Series A	2018 - 2036	Variable	33,480	36,930
2007 Series B	2018 - 2038	Variable	47,135	49,905
2008 Series A	2018 - 2029	Variable	17,210	21,440
2008 Series B	2018 - 2052	Variable	150,950	153,245
2008 Series C	2018 - 2038	Variable	13,035	14,300
2009 Series A	2018 - 2041	Variable & 4.45 - 5.40	17,610	24,945
2012 Series A	2018 - 2051	2.75 - 4.50	10,045	10,190
2012 Series B	2018 - 2054	2.55 - 4.20	16,805	17,025
2013 Series A	2018 - 2023	Variable	2,675	3,670
2013 Series I	2018 - 2044	3.20	18,012	24,262
2016 Series A	2018 - 2041	1.21 - 4.00	11,375	11,725
2016 Series I	2018 - 2056	1.05 - 3.45	12,500	12,500
2016 Series II	2018 - 2056	0.90 - 3.00	18,000	18,000
2016 Series III	2018 - 2052	3.10	3,492	7,500
2016 Series IV	2018 - 2056	2.20 - 3.13	12,365	12,365
2016 Series V	2018 - 2045	3.40	42,975	43,951
2017 Series I	2018 - 2057	1.05 - 3.85	13,577	-
2017 Series II	2018 - 2057	1.15 - 3.76	14,100	-
2017 Series III	2018 - 2057	3.75	9,400	-
2017 Series A	2018 - 2019	1.55	7,950	-
2017 Series IV	2018 - 2057	3.64	26,000	-
Total Multifamily/Project Bonds			585,901	568,163
Total Multifamily/Business Fund			585,901	568,163
Total bonds payable			\$ 1,368,233	\$ 1,275,776
Premiums classified as bonds payable				
Bond premiums (unamortized)			4,687	2,297
Bonds payable			\$ 1,372,920	\$ 1,278,073
Notes payable			967	1,069
Bonds and notes payable			\$ 1,373,887	\$ 1,279,142
Current:				
Bonds payable			\$ 117,380	\$ 46,947
Notes payable			104	103
Noncurrent:				
Bonds and notes payable			1,256,403	1,232,092
Total			\$ 1,373,887	\$ 1,279,142



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

A breakdown of bonds payable as of December 31, 2017 and 2016, 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	2017	2016
Fixed rate debt	\$ 508,164	\$ 326,652
Synthetic fixed rate debt	572,909	784,889
Unhedged variable rate debt	287,160	164,235
Total	\$ 1,368,233	\$ 1,275,776

Also included in the table of bonds and notes payable outstanding are certain Single Family and Multifamily/Project bonds, which carry the Authority's general obligation pledge. These general obligation bonds are presented in the following table as of December 31, 2017 and 2016:

Description	2017	2016
General Fund Program Bonds	\$ 8,143	\$ 11,920
Single Family Mortgage Bonds, Class III	-	4,585
Multifamily/Project Bonds, Class I	151,605	164,220
Multifamily/Project Bonds, Class II	17,210	17,210
Total	\$ 176,958	\$ 197,935



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. If the liquidity agreements expire or the renewal or replacement efforts are unsuccessful for the liquidity agreements and the bonds are mandatorily redeemed, the bond's principal portion of the debt service requirements, as presented on page 46, would increase by the respective amounts for the respective years as presented in the following schedule of providers and maturities as of December 31, 2017. During 2017 and 2016, the Authority renewed or replaced expiring liquidity facilities of \$0 and \$399.8 million, respectively. Liquidity fees for the years ended December 31, 2017 and 2016 were \$3.4 million and \$4.0 million, respectively.

A schedule of providers and maturities is presented below, as of December 31, 2017:

Liquidity Expiration	Bank of America (1)	FHLB (2)	Royal Bank of Canada (3)	Sumitomo MBC (4)	Grand Total
2018	\$ 34,740	\$ 334,985	\$ -	\$ 875	\$ 370,600
2019	-	72,955	75,650	-	148,605
2020	-	74,460	-	-	74,460
2021	-	-	-	38,785	38,785
Total	\$ 34,740	\$ 482,400	\$ 75,650	\$ 39,660	\$ 632,450

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 90 days following the purchase date, the "Base Rate", for any day, a per annum rate to the highest of (a) the Federal Fund Rate plus 2.00%, (b) the prime rate plus 1.00%, (c) the LIBOR Rate plus 2.00%, and (d) seven and one-half percent (7.50%), then from and after the ninety-first (91st) day, the Base Rate plus 1.00% per annum.
 (b) Term out provisions: three hundred sixty-six (366) days following the earlier of (x) the Purchase Date, or (y) the last day of the Purchase Period. Semiannual Principal payment due the date that is the earlier of (x) the five year anniversary of the related Purchase Date, or (y) the five year anniversary of the last day of the Purchase Period.
- (2) (a) Bank Rate: One-Month LIBOR plus 2.00%.
 (b) Term out provisions: repayments due 366 days following the purchase date in equal semiannual installments until fifth anniversary of the purchase date.
- (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 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.
- (4) (a) Bank Rate: for the first 60 days following the purchase date, the "Base Rate", for any day, a per annum rate to the highest of (i) prime rate plus 2.00%, (ii) the Federal Fund Rate plus 3.00%, (iii) the One Month LIBOR Rate plus 3.00%, (iv) the SIFMA Rate plus 3.00%, and (v) six and one-half percent (6.50%), then from and after the ninety-first (91st) day, the Base Rate plus 1.00% per annum.
 (b) Term out provisions: repayments due 366 days following the Purchase date in quarterly installments to the fifth anniversary of purchase date.



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, 2017:

Description	Beginning			Ending		Current	Noncurrent
	Balance	Additions	Reductions	Balance			
Bonds payable	\$ 1,275,776	\$ 374,281	\$ (281,824)	\$ 1,368,233	\$ 116,981	\$ 1,251,252	
Bond premiums - unamortized	2,297	2,622	(232)	4,687	399	4,288	
Total bonds payable	1,278,073	376,903	(282,056)	1,372,920	117,380	1,255,540	
Notes payable	1,069	-	(102)	967	104	863	
Unearned revenue	3,267	1,050	(462)	3,855	257	3,598	
Other liabilities	8,633	4,081	(388)	12,326	250	12,076	
Total other liabilities	11,900	5,131	(850)	16,181	507	15,674	
Total	\$ 1,291,042	\$ 382,034	\$ (283,008)	\$ 1,390,068	\$ 117,991	\$ 1,272,077	

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, 2016:

Description	Beginning			Ending		Current	Noncurrent
	Balance	Additions	Reductions	Balance			
Bonds payable	\$ 1,434,309	\$ 106,041	\$ (264,574)	\$ 1,275,776	\$ 46,863	\$ 1,228,913	
Bond premiums - unamortized	1,715	776	(194)	2,297	84	2,213	
Total bonds payable	1,436,024	106,817	(264,768)	1,278,073	46,947	1,231,126	
Notes payable	1,172	-	(103)	1,069	103	966	
Arbitrage rebate payable	499	5	(504)	-	-	-	
Unearned revenue	2,902	791	(426)	3,267	218	3,049	
Other liabilities	4,066	5,076	(509)	8,633	119	8,514	
Total other liabilities	7,467	5,872	(1,439)	11,900	337	11,563	
Total	\$ 1,444,663	\$ 112,689	\$ (266,310)	\$ 1,291,042	\$ 47,387	\$ 1,243,655	



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, 2017, using rates in effect as of December 31, 2017, are as follows:

Years Ending December 31,	General Fund		Single Family		Multifamily / Business		Notes Payable	
	Principal	Interest	Principal	Interest	Principal	Interest	Principal	Interest
2018	\$ 661	\$ 529	\$ 38,168	\$ 15,923	\$ 78,152	\$ 8,368	\$ 104	\$ 10
2019	598	488	38,908	16,225	85,907	8,055	105	9
2020	333	451	39,243	15,654	61,227	7,820	90	8
2021	-	441	38,853	15,030	61,322	7,791	57	7
2022	979	436	27,359	14,365	61,357	7,760	58	6
2023 - 2027	9,144	624	130,635	62,842	8,780	35,755	228	22
2028 - 2032	364	43	89,830	49,732	30,880	33,352	132	14
2033 - 2037	-	-	112,190	40,912	38,075	30,310	138	7
2038 - 2042	-	-	22,705	34,068	10,470	27,301	55	-
2043 - 2047	-	-	101,999	31,214	66,012	20,619	-	-
2048 - 2052	-	-	30,565	11,290	9,142	14,475	-	-
2053 - 2057	-	-	99,798	11,213	74,577	11,286	-	-
Total	\$ 12,079	\$ 3,012	\$ 770,253	\$ 318,468	\$ 585,901	\$ 212,892	\$ 967	\$ 83

(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, these conduit bonds were fully redeemed during 2017. The bonds are payable solely from amounts received by the trustees. 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, 2017 and 2016, the aggregate principal amount of conduit debt outstanding totaled \$488.5 million and \$942.6 million, respectively.

(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



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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. Deemed termination activity for the year ended December 31, 2017 was as follows:

Deemed Terminations	Amount
April 01	\$ 75
May 01	11,110
June 07	595
June 23	4,395
July 19	25,000
October 01	4,120
October 31	12,555
November 01	23,535
Total deemed terminations	\$ 81,385

On October 5, 2017, in anticipation of a refunding of certain single family bonds, the Authority entered into an amended and restated swap confirmation affecting an existing interest rate swap agreement totaling \$40.0 million that was considered an effective interest rate hedge. Under the terms of the restated confirmation, the notional amount of the swap will be reduced to \$25.0 million on May 1, 2018 with a new on-market fixed payer rate, a change to the floating rate received, and amended par optional termination rights. The amended swap will remain an effective interest rate hedge.

On November 1, 2017, the Authority entered into a \$50.0 million forward starting interest rate swap agreement effective May 1, 2019 to replace portions of existing interest rate swap agreements that are considered effective interest rate hedges of certain single family bonds. In conjunction with entering into the forward starting swap, notice of par optional terminations effective May 1, 2019 was given to the counterparty of the swaps to be replaced. The forward starting swap was identified as a qualified hedge.



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Deemed termination activity for the year ended December 31, 2016 was as follows:

Deemed Terminations	Amount
February 08	\$ 27,040
April 01	5,965
April 04	4,965
May 01	12,095
August 19	80
October 01	1,000
November 01	12,555
December 12	1,565
December 14	12,430
Total deemed terminations	\$ 77,695

A summary of interest rate swaps for the years ended December 31, 2017 and 2016 was as follows:

Summary of Interest Rate Swaps	2017	2016
	Fair Value	Fair Value
Par optional termination right with trigger	\$ 5,990	\$ 15,230
Par optional termination right	4,252	9,518
Trigger	4,607	7,287
Plain	58,472	61,728
Total fair value	\$ 73,321	\$ 93,763

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.

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, 2017, are shown in the table below. 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



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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.

Outstanding Swaps at December 31, 2017 and 2016:

Swap Series	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	2017 Fair Value **	Change in Fair Value	2016 Fair Value **
Single Family:												
Investment derivatives (includes overhedged portion of interest rate swaps):												
2001AA-1 ****	15,000	12/1/2009	11/1/2038	4.4850%	Trigger, SIFMA + .15% or 68% LIBOR	***	11/1/2019	all remaining	A / A1	(575)	(90)	(485)
2002A-3 ****	145	12/4/2008	11/1/2021	4.7490%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	8	8	-
2002C-3 ****	9,040	12/4/2008	5/1/2022	4.4220%	Trigger, SIFMA + .15% or 68% LIBOR				A / A1	607	182	425
2006A-3	14,630	1/18/2006	11/1/2036	4.3129%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	13,829	A+ / Aa3	481	(207)	688
2006B-2	-	7/26/2006	11/1/2034	4.1951%	Trigger, SIFMA + .05% or 68% LIBOR	***	5/1/2019	-	A+ / Aa3	-	(42)	42
2006B-3	31,745	7/26/2006	11/1/2036	4.5445%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	29,851	A+ / Aa3	1,146	522	624
2006C-2 (C)	-	12/20/2006	11/1/2017	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***			A+ / Aa3	-	(152)	152
2006C-2 (D)	340	12/20/2006	11/1/2034	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***	11/1/2019	all remaining	A+ / Aa3	16	(12)	28
2007A-2	32,850	5/9/2007	11/1/2037	4.1530%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	31,272	A+ / Aa3	1,015	(812)	1,827
2007B-2	4,900	10/18/2007	5/1/2038	4.5075%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	4,726	A+ / Aa3	175	175	-
2012A-1 ****	11,980	12/2/2008	11/1/2021	4.1600%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	(208)	(208)	-
2012A-2 (SPV)	15,000	6/4/2008	5/1/2038	4.4140%	65% LIBOR + .10%	***	5/1/2018	all remaining	AA- / Aa2	165	126	39
Total	135,630									2,830	(510)	3,340
Hedging derivatives:												
2001AA-2 ****	38,785	12/4/2008	5/1/2031	4.6000%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	3,236	(881)	4,117
2001AA-3	875	12/2/2008	5/1/2018	5.5260%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	7	(132)	139
2002A-3 ****	6,575	12/4/2008	11/1/2021	4.7490%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	145	(194)	339
2002B-3 ****	19,000	12/4/2008	11/1/2021	4.5060%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	469	(508)	977
2002C-3 ****	16,930	12/4/2008	5/1/2022	4.4220%	Trigger, SIFMA + .15% or 68% LIBOR				A / A1	343	(943)	1,286
2003B-2	8,715	10/29/2008	5/1/2028	4.9380%	LIBOR + .05%	***	11/1/2018	8,050	AA- / A1	218	(332)	550
2006A-3	25,370	1/18/2006	11/1/2036	4.3129%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	23,981	A+ / Aa3	1,122	(727)	1,849
2006B-2	16,700	7/26/2006	11/1/2034	4.1951%	Trigger, SIFMA + .05% or 68% LIBOR	***	5/1/2019	16,700	A+ / Aa3	710	(498)	1,208
2006B-3	31,200	7/26/2006	11/1/2036	4.5445%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	29,339	A+ / Aa3	1,560	(2,168)	3,728
2006C-2 (D)	20,870	12/20/2006	11/1/2034	4.2884%	Trigger, SIFMA + .05% or 68% LIBOR	***	11/1/2019	all remaining	A+ / Aa3	(1,756)	(296)	(1,460)
2007A-2	33,235	5/9/2007	11/1/2037	4.1530%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	31,638	A+ / Aa3	1,517	(609)	2,126
2007B-1	-	11/1/2007	11/1/2026	5.5800%	LIBOR + .05%	***	11/1/2017		A+ / Aa3	-	(951)	951
2007B-2	43,360	10/18/2007	5/1/2038	4.5075%	Trigger, SIFMA + .15% or 68% LIBOR	***	5/1/2019	41,819	A+ / Aa3	1,940	(1,376)	3,316
2007B-3 ****	-	12/2/2008	5/1/2038	4.4050%	Trigger, SIFMA + .15% or 68% LIBOR	***	11/1/2017		A / A1	-	(638)	638
2008A-1	12,460	6/4/2008	5/1/2038	5.4450%	LIBOR + .05%	***	11/1/2018	all remaining	A+ / Aa3	363	(516)	879
2008A-2	34,470	6/4/2008	11/1/2027	4.5960%	LIBOR + .05%	***	5/1/2018	33,105	AA- / Aa2	338	(1,189)	1,527
2012A-1 ****	-	12/2/2008	11/1/2021	4.1600%	Trigger, SIFMA + .05% or 68% LIBOR				A / A1	-	148	(148)
2012A-2 (SPV)	25,000	6/4/2008	5/1/2038	4.4140%	65% LIBOR + .10%	***	5/1/2018	all remaining	AA- / Aa2	274	77	197
Total	333,545									10,486	(11,733)	22,219
Total Single Family	469,175									13,316	(12,243)	25,559

Table continued on following page.



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Swap Series	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	2017 Fair Value **	Change in Fair Value	2016 Fair Value **
Multifamily:												
Investment derivatives (includes overhedged portion of interest rate swaps):												
2002A-1 ****	5,155	11/21/2008	10/1/2022	5.1000%	SIFMA + .15%				A / A1	448	(212)	660
2002C-2 ****	43,945	11/21/2008	10/1/2032	5.1240%	Trigger, SIFMA + .15% or 68% LIBOR	***	4/1/2018	42,939	A / A1	365	(1,875)	2,240
2002C-4 ****	27,415	11/21/2008	10/1/2032	5.0440%	Trigger, SIFMA + .05% or 68% LIBOR	***	4/1/2018	26,785	A / A1	(599)	(1,074)	475
2005B-2 (B)	2,645	9/1/2006	10/1/2038	4.5270%	SIFMA + .15%	***	10/1/2021	2,324	A+ / Aa3	255	(82)	337
2007B-2 (A) ****	-	12/3/2008	10/1/2036	4.2870%	SIFMA + .15%	***	10/1/2017		A / A1	-	(30)	30
2007B-2 (C) ****	-	12/3/2008	4/1/2038	4.4695%	SIFMA + .15%	***	10/1/2017		A / A1	-	(75)	75
2007B-2 (D) ****	4,320	12/3/2008	4/1/2028	4.6510%	SIFMA + .15%	***	4/1/2023	3,835	A / A1	575	(124)	699
2007B-3 (A) ****	-	12/3/2008	10/1/2037	4.2970%	SIFMA + .05%	***	10/1/2017		A / A1	-	(12)	12
2007B-3 (C) ****	-	12/3/2008	4/1/2038	4.8805%	SIFMA + .05%	***	10/1/2017		A / A1	-	(64)	64
2008A-2 ****	6,560	12/3/2008	4/1/2043	4.4540%	SIFMA + .15%	***	4/1/2019	6,340	A / A1	228	54	174
2008C-3 ****	3,370	12/3/2008	10/1/2038	4.3400%	SIFMA + .05%	***	4/1/2019	3,231	A / A1	119	(109)	228
2009A-1 ****	8,150	6/24/2009	10/1/2041	4.7900%	SIFMA + .05%	***	4/1/2024	3,608	A / A1	1,332	596	736
2013A ****	2,430	11/21/2008	10/1/2023	6.0350%	SIFMA + .05%				A / A1	326	(19)	345
Total	103,990									3,049	(3,026)	6,075
Hedging derivatives:												
2000A-1 ****	5,480	11/21/2008	10/1/2020	5.2350%	SIFMA + .05%				A / A1	210	(249)	459
2002C-2 ****	16,785	11/21/2008	10/1/2032	5.1240%	Trigger, SIFMA + .15% or 68% LIBOR	***	4/1/2018	16,401	A / A1	(1,128)	486	(1,614)
2002C-4 ****	-	11/21/2008	10/1/2032	5.0440%	Trigger, SIFMA + .05% or 68% LIBOR	***	4/1/2018	-	A / A1	-	-	-
2003A ****	9,890	11/21/2008	10/1/2023	6.0350%	SIFMA + .05%				A / A1	40	(63)	103
2005B-2 (B)	2,500	9/1/2006	10/1/2038	4.5270%	SIFMA + .15%	***	10/1/2021	2,196	A+ / Aa3	184	(42)	226
2006A-1 ****	5,535	12/3/2008	4/1/2027	5.7100%	LIBOR + .05%	***			A / A1	(597)	(226)	(371)
2006A-1 (F)	9,455	12/1/2006	10/1/2036	5.3420%	LIBOR + .05%	***	4/1/2021	8,040	A+ / Aa3	839	(404)	1,243
2007B-1 ****	9,185	12/3/2008	4/1/2038	5.6400%	LIBOR + .05%	***	4/1/2022	all remaining	A / A1	(458)	(479)	21
2007B-1 (G)	6,920	10/1/2007	4/1/2028	5.2200%	LIBOR + .05%	***	10/1/2022	6,190	A+ / Aa3	857	(146)	1,003
2007B-2 (A) ****	-	12/3/2008	10/1/2036	4.2870%	SIFMA + .15%	***	10/1/2017		A / A1	-	39	(39)
2007B-2 (B) ****	-	12/3/2008	4/1/2038	4.5350%	SIFMA + .15%	***	10/2/2017		A / A1	-	7	(7)
2007B-2 (C) ****	-	12/3/2008	4/1/2038	4.4695%	SIFMA + .15%	***	10/1/2017		A / A1	-	(7)	7
								Up to:				
							1) 4/1/2018	1) 3,070				
2008A-1 ****	11,345	12/3/2008	4/1/2029	5.1300%	LIBOR + .05%	***	2) 4/1/2019	2) 7,350	A / A1	(369)	(320)	(49)
2008A-2 ****	-	12/3/2008	4/1/2043	4.4540%	SIFMA + .15%	***	4/1/2019	-	A / A1	-	(158)	158
2008B (a) ****	106,730	12/3/2008	10/1/2044	5.1722%	LIBOR				AA- / A1	38,826	(2,011)	40,837
2008B (b) ****	44,220	12/3/2008	3/1/2047	5.2071%	LIBOR				AA- / A1	18,825	(656)	19,481
2008C-3 ****	3,410	12/3/2008	10/1/2038	4.3400%	SIFMA + .05%	***	4/1/2019	3,269	A / A1	103	(64)	167
2009A-1 ****	5,055	6/24/2009	10/1/2041	4.7900%	SIFMA + .05%	***	4/1/2024	7,507	A / A1	(174)	(835)	661
2013A ****	2,675	11/21/2008	10/1/2023	6.0350%	SIFMA + .05%				A / A1	(202)	(45)	(157)
Total	239,185									56,956	(5,173)	62,129
Total Multifamily	343,175									60,005	(8,199)	68,204
Total	\$812,350									\$ 73,321	\$ (20,442)	\$ 93,763

(*) 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 the amount of \$73.4 million in 2008. The outstanding unamortized balance of the premium is reported on the Statement of Net Position as hybrid instrument borrowings.
(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, 2017 and 2016, 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. Since the time of contract execution, certain counterparty ratings were lowered due to the national recession.

At December 31, 2017, the Authority had executed 35 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)
20	\$ 289,035	35.58%	A / A1
10	289,180	35.60%	A+ / Aa3
2	74,470	9.17%	AA- / Aa2
3	159,665	19.65%	AA- / A1
35	\$ 812,350	100.00%	

At December 31, 2016, the Authority had executed 43 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)
26	\$ 388,005	39.99%	A- / A1
10	304,115	31.35%	A+ / A1
3	162,600	16.76%	AA- / Aa3
2	77,070	7.94%	AA- / Aa2
2	38,415	3.96%	A+ / Aa3
43	\$ 970,205	100.00%	

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 would 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.



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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, 2017 and 2016, 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: As of December 31, 2017 and 2016, swaps with a fair value of \$69.1 million and \$81.4 million, respectively, require the Authority to post collateral in the event that the underlying Class I bond rating drops 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, 2017 and 2016, the ratings of bonds subject to collateral requirements exceed the levels specified in the swap agreements.



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Swap Payments – Using interest rates as of December 31, 2017, 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
2018	\$ 42,570	\$ 9,814	\$ 24,309	\$ 76,693
2019	43,360	9,247	23,030	75,637
2020	44,705	8,682	21,716	75,103
2021	46,335	8,089	20,394	74,818
2022	34,715	7,531	19,068	61,314
2023-2027	170,260	31,394	80,318	281,972
2028-2032	189,990	20,523	52,399	262,912
2033-2037	160,835	10,407	25,986	197,228
2038-2042	47,250	4,299	10,134	61,683
2043-2047	32,330	1,181	2,701	36,212
Total	\$ 812,350	\$ 111,167	\$ 280,055	\$ 1,203,572

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 \$98.0 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, 2017 and 2016 was as follows:

	2017	2016
Beginning balance	\$ 26,687	\$ 37,599
Reductions	(5,574)	(10,912)
Ending balance	\$ 21,113	\$ 26,687



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The following table sets forth as of December 31, 2017, 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
2018	\$ 3,715
2019	2,880
2020	2,444
2021	1,984
2022	1,594
2023-2027	5,436
2028-2032	2,434
2033-2037	532
2038-2042	85
2043-2047	9
Total	\$ 21,113

Forward Sales Contracts – The Authority has entered into forward sales of mortgage backed securities with the To-Be-Announced market in order to lock in the sales price of certain single family loans to be securitized and later sold. The contracts offset potential changes in interest rates between the time of the loan reservation and the securitization and sale 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, 2017, were as follows:

Count	Par	Original Sales		12/31/17		Counterparty Rating (S&P / Moody's)
		Exposure	Price	Premium	Fair Value	
23	\$ 97,000	23.90%	\$ 101,855	\$ 101,554	\$ (301)	A+ / Aa3
14	34,000	8.40%	35,712	35,550	(162)	A / A1
7	7,000	1.70%	7,434	7,399	(35)	AA- / Aa2
23	94,000	23.20%	99,201	98,575	(626)	A- / Baa1
1	45,000	11.10%	47,925	47,173	(752)	AA+ / Aaa
27	67,000	16.50%	70,462	70,200	(262)	BBB+ / A3
25	62,000	15.20%	64,975	64,835	(140)	AA- / Aa2
120	\$ 406,000	100.00%	\$ 427,564	\$ 425,286	\$ (2,278)	



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The outstanding forward contracts, summarized by counterparty as of December 31, 2016, were as follows:

Count	Par	Exposure	Original Sales		12/31/16		Counterparty Rating (S&P / Moody's)
			Price	Premium	Fair Value		
31	\$ 72,000	18.80%	\$ 76,453	\$ 75,598	\$ (855)	A+ / A1	
18	\$ 46,000	12.00%	\$ 48,646	\$ 48,130	\$ (516)	A- / A1	
7	13,000	3.40%	13,612	13,531	(81)	AA- / Aa2	
10	68,000	17.70%	72,041	71,864	(177)	A / Baa1	
18	68,000	17.70%	72,342	72,086	(256)	A+ / A3	
30	117,000	30.40%	124,316	123,823	(493)	AA- / Aa2	
114	\$ 384,000	100.00%	\$ 407,410	\$ 405,032	\$ (2,378)		

Summary

A summary of derivative instruments activity for the years ended December 31, 2017 and 2016 is as follows:

	2017				2016			
	Hedging	Investments			Hedging	Investments		
	Swaps	Swaps	Forwards	Total	Swaps	Swaps	Forwards	Total
Fair value, beginning	\$ 83,365	\$ 10,398	\$ (2,378)	\$ 91,385	\$ 110,629	\$ 10,364	\$ 194	\$ 121,187
Settlements	(20,363)	(8,890)	2,378	(26,875)	(25,679)	(8,084)	(194)	(33,957)
Change in fair value	4,440	4,371	(2,278)	6,533	(1,585)	8,118	(2,378)	4,155
Fair value, ending	\$ 67,442	\$ 5,879	\$ (2,278)	\$ 71,043	\$ 83,365	\$ 10,398	\$ (2,378)	\$ 91,385

(9) Debt Refundings

On July 19, 2017, the Authority issued Federally Taxable Single Family Mortgage 2017 Series A Bonds in the aggregate principal amount of \$52.0 million. Proceeds totaling \$27.7 million of the bonds were used to refund a portion of the Authority's Taxable Single Family Mortgage 2007 Series B-1 and 2007 Series B-3 Bonds. The refunding resulted in a reduction of the projected interest rate on the refunded bonds, including the associated interest rate swaps outstanding on the refunded bonds.

On July 19, 2017, the Authority issued Federally Taxable Single Family Mortgage 2017 Series B-1 and 2017 Series B-2 Bonds in the aggregate principal amount of \$20.9 million. The entire proceeds of the bonds were used to refund a portion of the Authority's Taxable Single Family Mortgage 2007 Series B-1 Bonds. The refunding resulted in a reduction of the projected interest rate on the refunded bonds, including the associated interest rate swaps outstanding on the refunded bonds.

On October 31, 2017, the Authority issued Single Family Mortgage 2017 Series D and 2017 Series E Bonds in the aggregate principal amount of \$30.4 million. The entire proceeds of the bonds were used to refund a portion of the Authority's Single Family Mortgage 2012 Series A-2 Bonds. The refunding resulted in a reduction of the projected interest rate on the refunded bonds, including any associated interest rate swaps outstanding on the refunded bonds as well as any swaps entered into in connection with the refunding bonds.



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On December 14, 2016, the Authority issued Federally Taxable, Federally Insured Multifamily Pass-Through, Series 2016-V Bonds in the aggregate principal amount of \$44.0 million. The entire proceeds of the bonds were used to defease (refund) portions of the Multifamily/Project Bonds 2002 Series C-2, 2002 Series C-4, 2004 Series A-1, 2005 Series A-1, 2005 Series A-3 and 2005 Series B-1. The refunding resulted in a reduction of the projected interest rate on the refunded bonds, including the associated interest rate swaps outstanding on the refunded bonds.

(10) Fair Value Measurement

The Authority categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the assets and liabilities and gives the highest priority to Level 1 measurements and the lowest priority to Level 3 measurements. These measurements are described as follows:

Level 1 – Unadjusted quoted prices for identical instruments in active markets.

Level 2 – Quoted prices for similar instruments in active markets; quoted prices for identical or similar instruments in markets that are not active; and model-derived valuations in which all significant inputs are observable.

Level 3 – Valuations derived from valuation techniques in which significant inputs are unobservable.

The Authority has the following recurring fair value measurements as of December 31, 2017:

	12/31/2017	Fair Value Measurements Using		
		Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Unobservable Inputs (Level 3)
Investments by fair value level				
Money market mutual funds	\$ 212,223	\$ 212,223	\$ -	\$ -
U.S. government agencies	376,444	55,239	321,205	-
U.S. Treasuries	31,478	181	31,297	-
Total investments by fair value level		<u>\$ 267,643</u>	<u>\$ 352,502</u>	<u>\$ -</u>
Other investments not subject to the leveling hierarchy				
Investment agreements - uncollateralized	66,271			
Repurchase agreements	10,450			
External investment pools	7,629			
Total investments	<u>\$ 704,495</u>			
Derivative instruments				
Forward sale agreements	\$ (2,278)	\$ -	\$ (2,278)	\$ -
Hedging and investment derivatives	73,321	-	73,321	-
Total derivative instruments	<u>\$ 71,043</u>	<u>\$ -</u>	<u>\$ 71,043</u>	<u>\$ -</u>



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Investments and derivative instruments classified as Level 2 are valued using either bid evaluation or a matrix-based pricing technique. Bid evaluations are typically based on market quotations, yields, maturities, call features and ratings. Matrix pricing is used to value securities based on a securities' relationship to benchmark quoted prices.

As of December 31, 2017 the Authority held investments totaling \$76.7 million that were not subject to the leveling hierarchy. These investments consisted of private, guaranteed investment contracts categorized as either investment agreements or repurchase agreements. Additionally, the Authority held investments in an external governmental investment pool totaling \$7.6 million which were not subject to the leveling hierarchy.

(11) Restricted and Unrestricted Net Position

The amounts restricted for the Single Family bond programs and the Multifamily/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 multifamily/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 Multifamily/Business bond programs and are held in cash, loans receivable and investments.

The Board may authorize the withdrawal 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, 2017 and 2016, for various purposes, as indicated in the following table. These designations of net position are not binding, and can be changed by the Board.

Unrestricted Net Position for the years ended December 31, 2017 and 2016:

	2017	2016
Designations:		
Housing lending program	\$ 170,191	\$ 127,367
Commerical lending program	6,821	7,482
General operating and working capital reserves	28,837	23,624
Debt reserves	36,140	46,534
Total general programs unrestricted net position	\$ 241,989	\$ 205,007

(12) Retirement Plans

(a) Summary of Significant Accounting Policies

Pensions – The Authority participates in the Local Government Division Trust Fund (LGDTF), a cost-sharing multiple-employer defined benefit pension fund administered by the Public Employees' Retirement Association of Colorado (PERA). The net pension liability, deferred outflows of resources and deferred inflows of resources related to pensions, pension expense, information about the fiduciary net position and additions to/deductions from the fiduciary net position of the



LGDTF have been determined using the economic resources measurement focus and the accrual basis of accounting. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

(b) General Information about the Pension Plan

Plan description – Eligible employees of the Authority are provided with pensions through the LGDTF. Plan benefits are specified in Title 24, Article 51 of the Colorado Revised Statutes (C.R.S.), administrative rules set forth at 8 C.C.R. 1502-1, and applicable provisions of the federal Internal Revenue Code. Colorado State law provisions may be amended from time to time by the Colorado General Assembly. PERA issues a publicly available comprehensive annual financial report that can be obtained at www.copera.org/investments/pera-financial-reports.

Benefits provided – PERA provides retirement, disability and survivor benefits. Retirement benefits are determined by the amount of service credit earned and/or purchased, highest average salary, the benefit structure(s) under which the member retires, the benefit option selected at retirement, and age at retirement. Retirement eligibility is specified in tables set forth at C.R.S. § 24-51-602, 604, 1713, and 1714.

The lifetime retirement benefit for all eligible retiring employees under the PERA Benefit Structure is the greater of the:

- Highest average salary multiplied by 2.5% and then multiplied by years of service credit
- The value of the retiring employee's member contribution account plus a 100% match on eligible amounts as of the retirement date. This amount is then annuitized into a monthly benefit based on life expectancy and other actuarial factors.

In all cases the service retirement benefit is limited to 100% of highest average salary and also cannot exceed the maximum benefit allowed by federal Internal Revenue Code.

Members may elect to withdraw their member contribution accounts upon termination of employment with all PERA employers; waiving rights to any lifetime retirement benefits earned. If eligible, the member may receive a match of either 50% or 100% on eligible amounts depending on when contributions were remitted to PERA, the date employment was terminated, whether five years of service credit has been obtained and the benefit structure under which contributions were made.

Benefit recipients who elect to receive a lifetime retirement benefit are generally eligible to receive post-retirement cost-of-living adjustments (COLAs), referred to as annual increases in the C.R.S. Benefit recipients under the PERA benefit structure who began eligible employment before January 1, 2007 receive an annual increase of 2%, unless PERA has a negative investment year, in which case the annual increase for the next three years is the lesser of 2% or the average of the Consumer Price Index for Urban Wage Earners and Clerical Workers (CPI-W) for the prior calendar year. Benefit recipients under the PERA benefit structure who began eligible employment after January 1, 2007 receive an annual increase of the lesser of 2% or the average CPI-W for the prior calendar year, not to exceed 10% of PERA's Annual Increase Reserve for the LGDTF.

Disability benefits are available for eligible employees once they reach five years of earned service credit and are determined to meet the definition of disability. The disability benefit amount is based on the retirement benefit formula shown above considering a minimum of 20 years of service credit, if deemed disabled.

Survivor benefits are determined by several factors, which include the amount of earned service credit, highest average salary of the deceased, the benefit structure(s) under which service credit was obtained, and the qualified survivor(s) who will receive the benefits.

Contributions – Eligible employees and the Authority are required to contribute to the LGDTF at a rate set by Colorado statute. The contribution requirements are established under C.R.S. § 24-51-401, et seq. Eligible employees are required



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to contribute 8% of their PERA-includable salary. The employer contribution requirements are summarized in the table below:

	Rate
Employer Contribution Rate ¹	10.00%
Amount of Employer Contribution apportioned to the Health Care Trust Fund as specified in C.R.S. § 24-51-208(1)(f) ¹	-1.02%
Amount Apportioned to the LGDTF ¹	8.98%
Amortization Equalization Disbursement (AED) as specified in C.R.S. § 24- 51-411 ¹	2.20%
Supplemental Amortization Equalization Disbursement (SAED) as specified in C.R.S. § 24-51-411 ¹	1.50%
Total Employer Contribution Rate to the LGDTF ¹	12.68%

¹Rates are expressed as a percentage of salary as defined in C.R.S. § 24-51-101(42).

Employer contributions are recognized by the LGDTF in the period in which the compensation becomes payable to the member and the Authority is statutorily committed to pay the contributions to the LGDTF. Employer contributions recognized by the LGDTF from the Authority were \$1.9 million and \$1.6 million for the years ended December 31, 2017 and 2016, respectively.

(c) Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions

At December 31 2017, the Authority reported a liability of \$32.5 million for its proportionate share of the net pension liability. The net pension liability was measured as of December 31, 2016, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of December 31, 2015. Standard update procedures were used to roll forward the total pension liability to December 31, 2016. The Authority's proportion of the net pension liability was based on the Authority's contributions to the LGDTF for the calendar year 2016 relative to the total contributions of participating employers to the LGDTF.

At December 31, 2016, the Authority's proportion was 2.4%, which was an increase of 0.1% from its proportion measured as of December 31, 2015.



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For the year ended December 31, 2017, the Authority recognized pension expense of \$6.2 million. At December 31, 2017, the Authority reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	Deferred Outflow of Resources	Deferred Inflow of Resources
Difference between expected and actual experience	\$ 308	\$ -
Change of assumptions or other inputs	1,229	49
Net difference between projected and actual earnings on pension plan investments	2,949	-
Changes in proportion and differences between contributions recognized and proportionate share of contributions	866	-
Contributions subsequent to the measurement date	2,052	n/a
Total	\$ 7,404	\$ 49

The \$2.1 million reported as deferred outflows of resources related to pensions, resulting from contributions subsequent to the measurement date, will be recognized as a reduction of the net pension liability in the year ended December 31, 2018. Other amounts reported as deferred outflows of resources and deferred inflows of resources related to pensions will be recognized in pension expense as follows:

Years Ending December 31,	Pension Expense
2018	\$ 3,119
2019	1,321
2020	833
2021	30
2022	-
Thereafter	-



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Actuarial assumptions – The total pension liability in the December 31, 2015 actuarial valuation was determined using the following actuarial cost method, actuarial assumptions and other inputs:

Price inflation	2.80%
Real wage growth	1.10%
Wage inflation	3.90%
Salary increases, including wage inflation	3.90% - 10.85%
Long-term investment Rate of Return, net of pension plan investment expenses, including price inflation	7.50%
Discount rate	7.50%
Future post-retirement benefit increases: PERA Benefit Structure hired prior to 1/1/07; and DPS Benefit Structure (automatic)	2.00%
PERA Benefit Structure hired after 12/31/06 (ad hoc, substantively automatic)	Financed by the Annual Increase Reserve

Based on the 2016 experience analysis and the October 28, 2016 actuarial assumptions workshop, revised economic and demographic assumptions were adopted by PERA's Board on November 18, 2016 and effective as of December 31, 2016. These revised assumptions shown below were reflected in the roll-forward calculation of the total pension liability from December 31, 2015 to December 31, 2016:

Actuarial cost method	Entry age
Price inflation	2.40%
Real wage growth	1.10%
Wage inflation	3.50%
Salary increases, including wage inflation	3.50% - 10.45%
Long-term investment rate of return, net of pension plan investment expenses, including price inflation	7.25%
Discount Rate	7.25%
Post-retirement benefit increases:	
PERA benefit structure hired prior to 1/1/07	2.00%
PERA benefit structure hired after 12/31/06 (ad hoc, substantively automatic)	Financed by the Annual Increase Reserve



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Mortality rates used in the December 31, 2015 valuation were based on the RP-2000 Combined Mortality Table for Males or Females, as appropriate, with adjustments for mortality improvements based on a projection of Scale AA to 2020 with Males set back 1 year, and Females set back 2 years. Active member mortality was based upon the same mortality rates but adjusted to 55% of the base rate for males and 40% of the base rate for females. For disabled retirees, the RP-2000 Disabled Mortality Table (set back 2 years for males and set back 2 years for females) was assumed.

The actuarial assumptions used in the December 31, 2015 valuation were based on the results of an actuarial experience study for the period January 1, 2008 through December 31, 2011, adopted by PERA's Board on November 13, 2012, and an economic assumption study, adopted by PERA's Board on November 15, 2013 and January 17, 2014.

As a result of the 2016 experience analysis and the October 28, 2016 actuarial assumptions workshop, revised economic and demographic actuarial assumptions including withdrawal rates, retirement rates for early reduced and unreduced retirement, disability rates, administrative expense load, and pre- and post-retirement and disability mortality rates were adopted by PERA's Board on November 18, 2016 to more closely reflect PERA's actual experience. As the revised economic and demographic assumptions are effective as of the measurement date, December 31, 2016, these revised assumptions were reflected in the total pension liability roll-forward procedures.

Healthy mortality assumptions for active members reflect the RP-2014 White Collar Employee Mortality Table, a table specifically developed for actively working people. To allow for an appropriate margin of improved mortality prospectively, the mortality rates incorporate a 70% factor applied to male rates and a 55% factor applied to female rates.

Healthy, post-retirement mortality assumptions reflect the RP-2014 Healthy Annuitant Mortality Table, adjusted as follows:

Males: Mortality improvement projected to 2018 using the MP-2015 projection scale, a 73% factor applied to rates for ages less than 80, a 108% factor applied to rates for ages 80 and above, and further adjustments for credibility.

Females: Mortality improvement projected to 2020 using the MP-2015 projection scale, a 78% factor applied to rates for ages less than 80, a 109% factor applied to rates for ages 80 and above, and further adjustments for credibility.

For disabled retirees, the mortality assumption was changed to reflect 90% of the RP-2014 Disabled Retiree Mortality Table.

The long-term expected return on plan assets is reviewed as part of regular experience studies prepared every four or five years for PERA. Recently, this assumption has been reviewed more frequently. The most recent analyses were outlined in presentations to PERA's Board on October 28, 2016. As a result of the October 28, 2016 actuarial assumptions workshop and the November 18, 2016 PERA Board meeting, the economic assumptions changed, effective December 31, 2016, as follows:

Investment rate of return assumption decreased from 7.50% per year, compounded annually, net of investment expenses to 7.25% per year, compounded annually, net of investment expenses.

Price inflation assumption decreased from 2.80% per year to 2.40% per year.

Real rate of investment return assumption increased from 4.70% per year, net of investment expenses, to 4.85% per year, net of investment expenses.

Wage inflation assumption decreased from 3.90% per year to 3.50% per year.

Several factors were considered in evaluating the long-term rate of return assumption for the LGDTF, including long-term historical data, estimates inherent in current market data, and a log-normal distribution analysis in which best-estimate ranges of expected future real rates of return (expected return, net of investment expense and inflation) were developed by



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the investment consultant for each major asset class. These ranges were combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and then adding expected inflation.

As of the November 18, 2016 adoption of the current long-term expected rate of return by the PERA Board, the target allocation and best estimates of geometric real rates of return for each major asset class are summarized in the following table:

Asset Class	Target Allocation	30 Year Expected Geometric Real rate of Return *
U.S. Equity – Large Cap	21.20%	4.30%
U.S. Equity – Small Cap	7.42%	4.80%
Non U.S. Equity – Developed	18.55%	5.20%
Non U.S. Equity – Emerging	5.83%	5.40%
Core Fixed Income	19.32%	1.20%
High Yield	1.38%	4.30%
Non U.S. Fixed Income - Developed	1.84%	0.60%
Emerging Market Debt	0.46%	3.90%
Core Real Estate	8.50%	4.90%
Opportunity Fund	6.00%	3.80%
Private Equity	8.50%	6.60%
Cash	1.00%	0.20%
Total	100.00%	

* In setting the long-term expected rate of return, projections employed to model future returns provide a range of expected long-term returns that, including expected inflation, ultimately support a long-term expected rate of return assumption of 7.25%.

Discount rate – The discount rate used to measure the total pension liability was 7.25%. The projection of cash flows used to determine the discount rate applied the actuarial cost method and assumptions shown above. In addition, the following methods and assumptions were used in the projection of cash flows:

- Updated economic and demographic actuarial assumptions adopted by PERA’s Board on November 18, 2016.
- Total covered payroll for the initial projection year consists of the covered payroll of the active membership present on the valuation date and the covered payroll of future plan members assumed to be hired during the year. In subsequent projection years, total covered payroll was assumed to increase annually at a rate of 3.50%.
- Employee contributions were assumed to be made at the current member contribution rate. Employee contributions for future plan members were used to reduce the estimated amount of total service costs for future plan members.
- Employer contributions were assumed to be made at rates equal to the fixed statutory rates specified in law and effective as of the measurement date, including current and estimated future AED and SAED, until the Actuarial Value Funding Ratio reaches 103%, at which point, the AED and SAED will each drop 0.50% every year until they are zero. Additionally, estimated employer contributions included reductions for the funding of the AIR and retiree health care benefits. For future plan members, employer contributions were further reduced by the estimated amount of total service costs for future plan members not financed by their member contributions.



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- Employer contributions and the amount of total service costs for future plan members were based upon a process used by the plan to estimate future actuarially determined contributions assuming an analogous future plan member growth rate.
- The AIR balance was excluded from the initial fiduciary net position, as, per statute, AIR amounts cannot be used to pay benefits until transferred to either the retirement benefits reserve or the survivor benefits reserve, as appropriate. As the ad hoc post-retirement benefit increases financed by the AIR are defined to have a present value at the long-term expected rate of return on plan investments equal to the amount transferred for their future payment, AIR transfers to the fiduciary net position and the subsequent AIR benefit payments have no impact on the Single Equivalent Interest Rate (SEIR) determination process when the timing of AIR cash flows is not a factor (i.e., the plan's fiduciary net position is not projected to be depleted). When AIR cash flow timing is a factor in the SEIR determination process (i.e., the plan's fiduciary net position is projected to be depleted), AIR transfers to the fiduciary net position and the subsequent AIR benefit payments were estimated and included in the projections.
- Benefit payments and contributions were assumed to be made at the end of the month.

Based on the above assumptions and methods, LGDTF's fiduciary net position was projected to be available to make all projected future benefit payments of current members. Therefore, the long-term expected rate of return of 7.25% on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate determination does not use the municipal bond index rate, and therefore, the discount rate is 7.25%.

As of the prior measurement date, the long-term expected rate of return of 7.50% on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability. The discount rate determination did not use the municipal bond index rate, and therefore, the discount rate was 7.50%, 0.25% higher compared to the current measurement date.

Sensitivity of the Authority's proportionate share of the net pension liability to changes in the discount rate – The following presents the proportionate share of the net pension liability calculated using the discount rate of 7.25%, as well as what the proportionate share of the net pension liability would be if it were calculated using a discount rate that is 1-percentage-point lower (6.25%) or 1-percentage-point higher (8.25%) than the current rate:

	1.0% Decrease (6.25%)	Current Discount Rate (7.25%)	1.0% Increase (8.25%)
Proportionate share of the net pension liability \$	47,971	\$ 32,535	\$ 19,752

Pension plan fiduciary net position – Detailed information about the LGDTF's fiduciary net position is available in PERA's comprehensive annual financial report which can be obtained at www.copera.org/investments/pera-financial-reports.

(d) Defined Contribution Retirement Plans

PERAPlus 401(k) Plan

Plan Description - Employees of the Authority that are also members of the LGDTF may voluntarily contribute to the PERAPlus 401(k) plan, an Internal Revenue Code Section 401(k) defined contribution plan administered by PERA. Title 24, Article 51, Part 14 of the C.R.S., as amended, assigns the authority to establish the Plan provisions to the PERA Board of Trustees. PERA issues a publicly available comprehensive annual financial report for the Program. That report can be obtained at www.copera.org/investments/pera-financial-reports.



Funding Policy - The PERAPlus 401(k) plan is funded by voluntary member contributions up to the maximum limits set by the Internal Revenue Service, as established under Title 24, Article 51, Section 1402 of the C.R.S., as amended. In addition, the Authority has agreed to match employee contributions up to 3.5% of covered salary as determined by the Internal Revenue Service. Employees are immediately vested in their own contributions, employer contributions and investment earnings. For the years ended December 31, 2017 and 2016, program members contributed \$1.1 million and \$1.2 million, respectively, and the Authority recognized expense of \$441 thousand and \$430 thousand, respectively, related to the PERAPlus 401(k) plan.

PERAPlus 457 Plan

Plan Description - Employees of the Authority that are also members of the LGDTF may voluntarily contribute to the PERAPlus 457 plan, an Internal Revenue Code Section 457 defined contribution plan administered by PERA. Title 24, Article 51, Part 14 of the C.R.S., as amended, assigns the authority to establish the Plan provisions to the PERA Board of Trustees. PERA issues a publicly available comprehensive annual financial report for the Program. That report can be obtained at www.copera.org/investments/pera-financial-reports.

Funding Policy - The PERAPlus 457 plan is funded by voluntary member contributions up to the maximum limits set by the Internal Revenue Service, as established under Title 24, Article 51, Section 1402 of the C.R.S., as amended. The Authority does not match employee contributions. Employees are immediately vested in their own contributions and investment earnings. For the years ended December 31, 2017 and 2016, program members contributed \$63 thousand and \$76 thousand, respectively.

(e) Other Post-Employment Benefits

Health Care Trust Fund

Plan Description – The Authority contributes to the Health Care Trust Fund (HCTF), a cost sharing multiple employer healthcare trust administered by PERA. The HCTF benefit provides a health care premium subsidy and health care programs (known as PERACare) to PERA participating benefit recipients and their eligible beneficiaries. Title 24, Article 51, Part 12 of the C.R.S., as amended, establishes the HCTF and sets forth a framework that grants authority to the PERA Board to contract, self-insure and authorize disbursements necessary in order to carry out the purposes of the PERACare program, including the administration of health care subsidies. PERA issues a publicly available comprehensive annual financial report that includes financial statements and required supplementary information for the HCTF. That report can be obtained at www.copera.org/investments/pera-financial-reports.

Funding Policy – The Authority is required to contribute at a rate of 1.02% of PERA-includable salary for all PERA members as set by statute. No member contributions are required. The contribution requirements for the Authority are established under Title 24, Article 51, Part 4 of the C.R.S., as amended. The apportionment of the contributions to the HCTF is established under Title 24, Article 51, Section 208(1)(f) of the C.R.S., as amended. For the years ending December 31, 2017 and 2016, the Authority's contributions to the HCTF were \$153 thousand and \$144 thousand, respectively, equal to their required contributions for each year.

(13) Risk Management

The Authority's Legal and Risk Management function consists of Legal Operations, Internal Audit, Regulatory Compliance and Information Security and Privacy. The Authority embraces the Three Lines of Defense Model to enterprise risk management, in which senior management and the board of directors can look to (a) operating management, (b) the risk and compliance functions and (c) internal audit testing to appropriately manage risk. The Enterprise Risk Management (ERM) program oversight is through the ERM Committee. The Committee consists of General Counsel, Executive Director, Chief Financial Officer, Chief Operating Officer, Director of IT, and the Director of Enterprise Risk. The risk management



techniques utilized include annual risk assessments with periodic updates, established policies and procedures, which are tested based on risk, and purchased insurance. Commercial general liability, property losses, automobile liability, worker's compensation, crime, Executive Risk package with Directors' and Officer and Employed Lawyers Professional Liability, cyber coverage and public officials liability are all shared risk managed through purchased insurance. Settled claims did not exceed insurance coverage in the past three years.

(14) Related-Party Transactions

As of the year ended December 31, 2017, the Authority had allocated Federal and State Low Income Housing Tax Credits in the amount of \$7.4 million to housing projects in which the Fort Collins Housing Authority (FCHA) is the general partner. Federal tax credits are provided annually for each of ten years and State tax credits are provided annually for each of six years. In addition, the Authority has three outstanding loans with the FCHA. As of December 31, 2017 and 2016, the unpaid principal balance on the loans was \$4.2 million and \$4.3 million, respectively. The Executive Director of the FCHA is a member of the Authority's Board.

As of the year ended December 31, 2017, the Authority had allocated Federal Low Income Housing Tax Credits in the amount of \$3.6 million to housing projects in which the Grand Junction Housing Authority (GJHA) is the general partner. The allocated tax credits will be provided annually for each of ten years. In addition, the Authority has three outstanding loans with the GJHA. As of December 31, 2017 and 2016, the unpaid principal balance on the loans totaled \$4.9 million and \$5.1 million, respectively. The Executive Director of the GJHA is a member of the Authority's Board.

As of the year ended December 31, 2017, the Authority has four outstanding loans with the Housing Authority of the City of Loveland (HACL). As of December 31, 2017 and 2016, the unpaid principal balance on the loans totaled \$5.7 million and \$5.8 million, respectively. The Executive Director of the HACL was a member of the Authority's Board at the time these loans were made.

(15) Commitments and Contingencies

The Authority had outstanding commitments to make or acquire single family and multifamily/business loans of \$282.7 million and \$33.6 million, respectively, as of December 31, 2017. The Authority had outstanding commitments to make or acquire single family and multifamily/business loans of \$55.3 million and \$28.5 million, respectively, as of December 31, 2016.

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 are guaranteed by the VA or RD. 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. The Authority repurchased \$39.3 million and \$35.4 million of these loans in 2017 and 2016, 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, the Authority receives cash for mortgages. Through the MBS program, the Authority swaps loans for securities issued by Fannie Mae. Whole Loans Sales are serviced by the



Notes to Basic Financial Statements
(tabular dollar amounts are in thousands)

Authority in an Actual/Actual remittance method and the MBS loans are serviced by the Authority 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 repurchased \$492 thousand and \$201 thousand of these loans in 2017 and 2016, respectively. The Authority did not have any repurchase obligations as of December 31, 2017.

The Authority also participates in the Whole Loan Sales program with Freddie Mac. Through the consideration of Whole Loan Sales to Freddie Mac, the Authority receives cash for mortgages. Whole Loans Sales are serviced by the Authority in a Schedule/Actual remittance method. Under the Schedule/Actual method if a borrower fails to make a timely payment on a mortgage loan, the Authority must advance its own funds to ensure that the interest is current. 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 repurchase any Freddie Mac loans in 2017 or 2016. The Authority did not have any repurchase obligations as of December 31, 2017.

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required supplemental
information (unaudited)



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colorado housing and finance authority



Colorado Housing and Finance Authority
Schedule of the Authority's Share of Net Pension Liability
Last 10 Fiscal Years*
(in thousands of dollars)

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Proportion of the net pension liability	2.16%	2.29%	2.41%
Proportionate share of net pension liability	\$ 19,360	\$ 25,185	\$ 32,535
Covered-employee payroll	\$ 11,857	\$ 12,984	\$ 14,091
Proportionate share of the net pension liability as a percentage of its covered-employee payroll	163.28%	193.97%	230.89%
Plan fiduciary net position as a percentage of the total pension plan liability	80.72%	76.87%	73.65%

* This schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

Colorado Housing and Finance Authority
Schedule of Authority Contributions
Local Government Division Trust Fund
Last 10 Fiscal Years*
(in thousands of dollars)

	<u>2014</u>	<u>2015</u>	<u>2016</u>
Contractually required contribution	\$ 1,504	\$ 1,646	\$ 1,787
Contributions in relation to the contractually required contribution	1,504	1,646	1,787
Contribution deficiency	\$ -	\$ -	\$ -
Covered-employee payroll	\$ 11,857	\$ 12,984	\$ 14,091
Contributions as a percentage of covered-employee payroll	12.68%	12.68%	12.68%

* This schedule is intended to show information for 10 years. Additional years will be displayed as they become available.

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supplemental information



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colorado housing and finance authority



Colorado Housing and Finance Authority Combining Schedule - Statement of Net Position

As of December 31, 2017

(with summarized financial information for December 31, 2016)

(in thousands of dollars)

	General Programs	Single Family	Multifamily/ Business	Eliminations	2017	Summarized 2016
Assets						
Current assets:						
Cash (Note 2)						
Restricted	\$ 112,427	\$ -	\$ -	\$ -	\$ 112,427	\$ 117,993
Unrestricted	47,530	-	-	-	47,530	43,088
Investments (Note 2)	33,884	186,926	110,977	-	331,787	291,336
Loans receivable (Note 3)	4,672	11,027	18,785	(380)	34,104	34,644
Loans receivable held for sale (Note 3)	149,694	-	-	-	149,694	128,425
Accrued interest receivable	3,155	3,218	1,694	(37)	8,030	8,321
Other assets	4,623	1	23	-	4,647	17,471
Due (to) from other programs	(17,465)	13,632	3,833	-	-	-
Total current assets	338,520	214,804	135,312	(417)	688,219	641,278
Noncurrent assets:						
Investments (Note 2)	4,469	320,967	47,272	-	372,708	246,338
Loans receivable, net (Note 3)	135,484	319,772	544,757	(11,014)	988,999	1,004,680
Capital assets - nondepreciable (Note 4)	1,701	-	-	-	1,701	2,048
Capital assets - depreciable, net (Note 4)	12,493	-	-	-	12,493	2,393
Other real estate owned, net	163	226	400	-	789	1,470
Other assets	34,468	-	-	-	34,468	31,055
Total noncurrent assets	188,778	640,965	592,429	(11,014)	1,411,158	1,287,984
Total assets	527,298	855,769	727,741	(11,431)	2,099,377	1,929,262
Deferred outflows of resources						
Accumulated increase in fair value of hedging derivatives	-	21,481	60,461	-	81,942	95,952
Pension contributions and investment earnings	7,404	-	-	-	7,404	6,507
Refundings of debt	-	2,022	1,635	-	3,657	5,741
Total deferred outflows of resources	7,404	23,503	62,096	-	93,003	108,200
Liabilities						
Current liabilities:						
Short-term debt (Note 5)	92,785	-	-	-	92,785	61,005
Bonds payable (Note 6)	661	38,505	78,214	-	117,380	46,947
Notes payable (Note 6)	104	-	-	-	104	103
Accrued interest payable	132	4,431	5,329	(37)	9,855	10,747
Federally assisted program advances	647	-	-	-	647	1,111
Accounts payable and other liabilities	107,198	404	43,823	-	151,425	161,041
Total current liabilities	201,527	43,340	127,366	(37)	372,196	280,954
Noncurrent liabilities:						
Bonds payable (Note 6)	11,418	735,702	508,420	-	1,255,540	1,231,126
Derivative instruments	(2,278)	13,316	60,005	-	71,043	91,385
Derivatives related borrowing	-	11,029	10,084	-	21,113	26,687
Net pension liability - proportionate share	32,535	-	-	-	32,535	25,185
Notes payable (Note 6)	12,257	-	-	(11,394)	863	966
Other liabilities (Note 6)	15,674	-	-	-	15,674	11,563
Total noncurrent liabilities	69,606	760,047	578,509	(11,394)	1,396,768	1,386,912
Total liabilities	271,133	803,387	705,875	(11,431)	1,768,964	1,667,866
Deferred inflows of resources						
Accumulated decrease in fair value of hedging derivatives	-	2,592	3,775	-	6,367	4,830
Pension investment differences	49	-	-	-	49	296
Total deferred inflows of resources	49	2,592	3,775	-	6,416	5,126
Net position						
Investment in capital assets, net of related debt	2,800	-	-	11,394	14,194	4,441
Restricted primarily by bond indentures	7,337	73,293	80,187	-	160,817	155,022
Unrestricted (Note 11)	253,383	-	-	(11,394)	241,989	205,007
Total net position	\$ 263,520	\$ 73,293	\$ 80,187	\$ -	\$ 417,000	\$ 364,470

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, 2017

(with summarized financial information for the year ended December 31, 2016)

(in thousands of dollars)

	General Program	Single Family	Multifamily/ Business	Eliminations	2017	Summarized 2016
Interest income and expense:						
Interest on loans receivable	\$ 10,284	\$ 18,783	\$ 27,160	\$ (450)	\$ 55,777	\$ 63,648
Interest on investments	480	12,988	3,600	-	17,068	14,472
Interest on debt	(2,310)	(28,209)	(25,964)	450	(56,033)	(53,367)
Net interest income	8,454	3,562	4,796	-	16,812	24,753
Other operating income (loss):						
Loan servicing income	24,278	-	(25)	-	24,253	19,473
Gain on sale of loans	106,788	-	-	-	106,788	86,527
Investment derivative activity gain (loss)	(100)	78	3,165	-	3,143	2,651
Net increase (decrease) in the fair value of investments	1,170	4,714	66	-	5,950	(5,032)
Other revenues	12,109	1,261	3,487	-	16,857	10,031
Total other operating income	144,245	6,053	6,693	-	156,991	113,650
Total operating income	152,699	9,615	11,489	-	173,803	138,403
Operating expenses:						
Salaries and related benefits	27,515	-	-	-	27,515	22,207
General operating	87,895	2,974	1,526	-	92,395	90,306
Depreciation	684	-	-	-	684	932
Provision for losses	569	198	(69)	-	698	(180)
Total operating expenses	116,663	3,172	1,457	-	121,292	113,265
Net operating income	36,036	6,443	10,032	-	52,511	25,138
Nonoperating income and expenses:						
Federal grant receipts	137,126	-	-	-	137,126	129,405
Federal grant payments	(137,126)	-	-	-	(137,126)	(129,405)
Gain (loss) on sale of capital assets	19	-	-	-	19	(702)
Total nonoperating income and expenses, net	19	-	-	-	19	(702)
Income before transfers	36,055	6,443	10,032	-	52,530	24,436
Transfers from (to) other programs	11,988	2,281	(14,269)	-	-	-
Change in net position	48,043	8,724	(4,237)	-	52,530	24,436
Net position:						
Beginning of year	215,477	64,569	84,424	-	364,470	340,034
End of year	\$ 263,520	\$ 73,293	\$ 80,187	\$ -	\$ 417,000	\$ 364,470

colorado housing and finance authority



Colorado Housing and Finance Authority Combining Schedule - Statement of Cash Flows

For the year ended December 31, 2017

(with summarized financial information for the year ended December 31, 2016)

(in thousands of dollars)

	General Program	Single Family	Multifamily/ Business	Eliminations	2017	Summarized 2016
Cash flows from operating activities:						
Principal payments received on loans receivable & receipts from dispositions of other real estate owned	\$ 550,134	\$ 112,508	\$ 3,477	\$ (285)	\$ 665,834	\$ 974,533
Interest payments received on loans receivable	10,502	19,462	27,186	(451)	56,699	64,917
Payments for loans receivable	(2,026,531)	(26,597)	(38,321)	-	(2,091,449)	(1,405,172)
Receipts from sales of Ginnie Mae securities	1,527,338	-	-	-	1,527,338	614,840
Receipts from rental operations	4	-	-	-	4	17
Receipts from other revenues	36,515	1,264	3,462	-	41,241	29,774
Payments for salaries and related benefits	(19,740)	-	-	-	(19,740)	(15,675)
Payments for goods and services	(85,966)	(2,769)	(11,099)	-	(99,834)	(91,997)
All other, net	8,216	-	-	-	8,216	11,143
Net cash provided by (used in) operating activities	472	103,868	(15,295)	(736)	88,309	182,380
Cash flows from noncapital financing activities:						
Net increase (decrease) in short-term debt	31,780	-	-	-	31,780	(16,500)
Proceeds from issuance of bonds	-	303,254	71,027	-	374,281	106,041
Receipts from federal grant programs	137,906	-	-	-	137,906	129,941
Payments for federal grant programs	(137,127)	-	-	-	(137,127)	(129,405)
Principal paid on bonds	(4,454)	(224,081)	(53,289)	-	(281,824)	(264,573)
Principal paid on notes payable	(102)	-	-	-	(102)	(103)
Interest rate swap activity, net	-	(1,523)	(128)	-	(1,651)	(1,946)
Interest paid on short-term debt	(1,118)	-	-	-	(1,118)	(504)
Interest rate swap settlements	-	(19,290)	(15,537)	-	(34,827)	(44,674)
Interest paid on bonds	(685)	(8,821)	(12,734)	-	(22,240)	(18,159)
Interest paid on notes payable	(11)	-	-	-	(11)	(10)
Transfers to (from) other programs	(2,431)	4,384	(1,953)	-	-	-
Net cash provided by (used in) noncapital financing activities	23,758	53,923	(12,614)	-	65,067	(239,892)
Cash flows from capital and related financing activities:						
Purchase of capital assets	(10,419)	-	-	-	(10,419)	(530)
Principal paid on capital-related debt	(285)	-	-	285	-	-
Interest paid on capital-related debt	(451)	-	-	451	-	-
Net cash provided by (used in) capital and related financing activities	(11,155)	-	-	736	(10,419)	(530)
Cash flows from investing activities:						
Proceeds from maturities and sales of investments	1,492,890	765,994	289,756	-	2,548,640	2,140,154
Purchase of investments	(1,507,566)	(936,455)	(265,490)	-	(2,709,511)	(2,080,462)
Income received from investments	477	12,670	3,643	-	16,790	14,943
Net cash provided by (used in) investing activities	(14,199)	(157,791)	27,909	-	(144,081)	74,635
Net increase (decrease) in cash	(1,124)	-	-	-	(1,124)	16,593
Cash at beginning of year	161,081	-	-	-	161,081	144,488
Cash at end of year	\$ 159,957	\$ -	\$ -	\$ -	\$ 159,957	\$ 161,081
Restricted	\$ 112,427	\$ -	\$ -	\$ -	\$ 112,427	\$ 117,993
Unrestricted	47,530	-	-	-	47,530	43,088
Cash, end of year	\$ 159,957	\$ -	\$ -	\$ -	\$ 159,957	\$ 161,081

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, 2017

(with summarized financial information for the year ended December 31, 2016)

(in thousands of dollars)

	General Program	Single Family	Multifamily/ Business	Eliminations	2017	Summarized 2016
Reconciliation of operating income to net cash provided by (used in) operating activities:						
Net operating income	\$ 36,036	\$ 6,443	\$ 10,032	\$ -	\$ 52,511	\$ 25,138
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:						
Depreciation expense	684	-	-	-	684	932
Amortization and fair value adjustments of service release premiums	25,290	-	-	-	25,290	15,657
Proportionate share of net pension expense	6,207	-	-	-	6,207	1,943
Amortization of imputed debt associated with swaps	-	(3,676)	(1,897)	-	(5,573)	(10,912)
Provision for losses	569	198	(69)	-	698	(180)
Interest on investments	(480)	(12,988)	(3,600)	-	(17,068)	(14,472)
Interest on debt	2,310	31,886	27,861	(450)	61,607	64,279
Unrealized (gain) loss on investment derivatives	100	(78)	(3,165)	-	(3,143)	(2,651)
Unrealized (gain) loss on investments	(1,170)	(4,714)	(66)	-	(5,950)	5,032
(Gain) loss on sale of REO	15	72	1	-	88	(59)
Gain on sale of loans	(106,788)	-	-	-	(106,788)	(86,527)
Changes in assets and liabilities:						
Loans receivable and other real estate owned	25,636	85,839	(34,845)	(285)	76,345	118,313
Accrued interest receivable on loans and investments	218	679	26	(1)	922	1,269
Other assets	8,125	29	4	-	8,158	(22,570)
Accounts payable and other liabilities	3,720	178	(9,577)	-	(5,679)	87,188
Net cash provided by (used in) operating activities	\$ 472	\$ 103,868	\$ (15,295)	\$ (736)	\$ 88,309	\$ 182,380

colorado housing and finance authority



Colorado Housing and Finance Authority
 Schedule of Adjusted Net Worth
 At December 31, 2017
 (in thousands of dollars)

A.	Adjusted net worth calculation:		
	Net position per statement of net position at end of reporting period		\$ 417,000
	Less:		
	Itemized unacceptable assets		
	1. Other assets	\$ 39,115	
	2.		
	3.		
	Total unacceptable assets	39,115	
	Adjusted net worth		\$ 377,885
B.	Required net worth calculation:		
	Unpaid principal balance (UPB) of securities outstanding (Note: number of pools = 530)		\$ 2,728,478
	Plus:		
	Outstanding balance of available commitment authority and pools funded		252,127
	Total outstanding portfolio, commitment authority and pools funded		\$ 2,980,605
	Required net worth		\$ 12,932
C.	Excess net worth (Adjusted net worth - required net worth)		\$ 364,953

colorado housing and finance authority



Colorado Housing and Finance Authority
Schedule of Other Assets
At December 31, 2017
(in thousands of dollars)

A.	Accrued interest income	\$	8,030
B.	Deferred debt cost of issuance		-
C.	Other real estate owned		789
	Total other asset included in adjusted net worth	\$	<u>8,819</u>
D.	Other assets excluded from adjusted net worth		<u>39,115</u>
	Total current and noncurrent other assets	\$	<u><u>47,934</u></u>

colorado housing and finance authority



Colorado Housing and Finance Authority
 Liquid Asset Requirement Calculation for Issuers
 At December 31, 2017
(in thousands of dollars)

A. Liquid asset calculation:

Required net worth (Schedule of Adjusted Net Worth, section B) \$ 12,932

Acceptable liquid assets

- 1. Unrestricted cash \$ 47,530
- 2.
- 3.
- 4.
- 5.
- 6. _____

Total liquid assets \$ 47,530

B. Required liquid asset:

Single family issuer liquidity requirement \$ 2,728
 (Greater of \$1 million or 0.10% of outstanding
 single family securities)

Meets requirements?
Yes / No

colorado housing and finance authority



Colorado Housing and Finance Authority
 Capital Requirement Calculation for Issuer
 At December 31, 2017
 (in thousands of dollars)

A. Capital requirement for depository institutions: not applicable to CHFA

Tier 1 capital	\$ _____	
Total capital	\$ _____	
Risk-based assets	\$ _____	
Total assets	\$ _____	
Tier 1 capital/total assets		_____ %
Tier 1 capital/risk-based assets		_____ %
Total capital/risk-based assets		_____ %
		Meets requirement?
5% of tier 1 capital/total assets	\$ _____	Yes / No
6% of tier 1 capital/risk-based assets	\$ _____	Yes / No
10% of total capital/risk-based assets	\$ _____	Yes / No

B. Capital requirement for nondepository institutions:

Total adjusted net worth	\$ 377,885	
Total assets	\$ 2,099,377	
Total adjusted net worth/total assets	18.00 %	Meets requirement?
		<input checked="" type="radio"/> Yes <input type="radio"/> No

colorado housing and finance authority



Colorado Housing and Finance Authority
 Schedule of Insurance Requirement
 At December 31, 2017
(in thousands of dollars)

A.	Identification of affiliated Ginnie Mae Issuers Affiliated Ginnie Mae issuers:	<u>None</u>
B.	Required insurance calculation: Servicing portfolio:	
	Ginnie Mae	\$ 2,728,478
	Fannie Mae	810,904
	Freddie Mac	86,743
	Conventional (other)	<u>1,178,609</u>
	Total servicing portfolio	<u>\$ 4,804,734</u>
	Required fidelity bond coverage	<u>\$ 5,330</u>
	Required mortgage servicing errors and omissions coverage	<u>\$ 5,330</u>
C.	Verification of insurance coverage:	
	Fidelity bond coverage at end of reporting period	<u>\$ 10,000</u>
	Mortgage servicing errors and omissions coverage at end of reporting period	<u>\$ 10,000</u>
D.	Excess insurance coverage:	
	Fidelity bond coverage	<u>\$ 4,670</u>
	Required mortgage servicing errors and omissions coverage	<u>\$ 4,670</u>
E.	Policies contain the required elements	
	Fidelity bond coverage	<u>Yes No</u>
	Mortgage servicing errors and omissions coverage	<u>Yes No</u>

The Authority certifies that it is in good standing with FHA, Fannie Mae and Freddie Mac, and has not been the subject of any adverse actions.

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HUD reporting



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RSM US LLP

**Independent Auditor's Report on Compliance With Requirements
That Could Have a Direct and Material Effect on the Major HUD Program
and on Internal Control Over Compliance Based on an Audit
in Accordance With the *Consolidated Audit Guide for Audits of HUD Programs***

To the Board of Directors
Colorado Housing and Finance Authority

Report on Compliance for the Major HUD Program

We have audited Colorado Housing and Finance Authority (the Authority)'s compliance with the compliance requirements described in the *Consolidated Audit Guide for Audits of HUD Programs* (the Audit Guide) that could have a direct and material effect on the Authority's major U.S. Department of Housing and Urban Development (HUD) program for the year ended December 31, 2017. The Authority's major HUD program and the related direct and material compliance requirements are as follows:

<u>Name of Major HUD Program</u>	<u>Direct and Material Compliance Requirements</u>
Government National Mortgage Association issuers of mortgage-backed securities	<ul style="list-style-type: none">• Federal financial reports• Eligibility to issue mortgage-backed securities• Review of custodial documents• Review of monthly accounting reports and quarterly submissions• Securities marketing and trading practices• Adjusted net worth• Capital, liquid asset and insurance requirement

Management's Responsibility

Management is responsible for compliance with the requirements of laws, regulations, contracts and grants applicable to its HUD programs.

Auditor's Responsibility

Our responsibility is to express an opinion on compliance for the Authority's major HUD program based on our audit of the compliance requirements referred to above. We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America; the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; and the Audit Guide. Those standards and the Audit Guide require that we plan and perform the audit to obtain reasonable assurance about whether noncompliance with the compliance requirements referred to above that could have a direct and material effect on a major HUD program occurred. An audit includes examining, on a test basis, evidence about the Authority's compliance with those requirements and performing such other procedures as we considered necessary in the circumstances.

We believe that our audit provides a reasonable basis for our opinion on compliance for the major HUD program. However, our audit does not provide a legal determination of the Authority's compliance.

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Opinion on the Major HUD Program

In our opinion, based on our audit, the Authority complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on the major HUD program for the year ended December 31, 2017.

Report on Internal Control Over Compliance

Management of the Authority is responsible for establishing and maintaining effective internal control over compliance with the compliance requirements referred to above. In planning and performing our audit of compliance, we considered the Authority's internal control over compliance with the requirements that could have a direct and material effect on the major HUD program to determine the auditing procedures that are appropriate in the circumstances for the purpose of expressing an opinion on compliance for the major HUD program and to test and report on internal control over compliance in accordance with the Audit Guide, but not for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control over compliance.

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a compliance requirement of a HUD program on a timely basis. A *material weakness in internal control over compliance* is a deficiency, or combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a compliance requirement of a HUD program will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency in internal control over compliance* is a deficiency, or a combination of deficiencies, in internal control over compliance with a compliance requirement of a HUD program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies. We did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Audit Guide. Accordingly, this report is not suitable for any other purpose.

RSM US LLP

Denver, Colorado
March 22, 2018



RSM US LLP

**Report on Internal Control Over Financial Reporting and on
Compliance and Other Matters Based on an Audit of Financial
Statements Performed in Accordance With
Government Auditing Standards**

Independent Auditor's Report

The Board of Directors
Colorado Housing and Finance Authority

We have audited, in accordance with the 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, the financial statements of the Colorado Housing and Finance Authority (the Authority) as of and for the year ended December 31, 2017, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements, and have issued our report thereon dated March 22, 2018.

Internal Control Over Financial Reporting

In planning and performing our audit of the financial statements, we considered the Authority's internal control over financial reporting (internal control) to determine the audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, we do not express an opinion on the effectiveness of the Authority's internal control.

A *deficiency in internal control* exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A *material weakness* is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the entity's financial statements will not be prevented, or detected and corrected, on a timely basis. A *significant deficiency* is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses may exist that have not been identified.

Compliance and Other Matters

As part of obtaining reasonable assurance about whether the Authority's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, contracts and grant agreements, noncompliance with which could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions was not an objective of our audit, and accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the Authority's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

RSM US LLP

Denver, Colorado
March 22, 2018



With respect to its programs, services, activities, and employment practices, Colorado Housing and Finance Authority does not discriminate on the basis of race, color, religion, sex, age, national origin, disability, or any other protected classification under federal, state, or local law. Requests for reasonable accommodation, the provision of auxiliary aids, or any complaints alleging violation of this nondiscrimination policy should be directed to the Nondiscrimination Coordinator, 1.800.877.2432, CHFA, 1981 Blake Street, Denver, Colorado 80202-1272, available weekdays 8:00am to 5:00pm.



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Prepared by:
CHFA Accounting Division



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APPENDIX H

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, the Underwriters 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 2019 Series ABC Bonds. The 2019 Series ABC 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 2019 Series ABC 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, the Underwriters 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 2019 Series ABC Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the 2019 Series ABC Bonds on DTC's records. The ownership interest of each actual purchaser of each 2019 Series ABC 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 2019 Series ABC 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 2019 Series ABC Bonds, except in the event that use of the book-entry system for the 2019 Series ABC Bonds is discontinued.

To facilitate subsequent transfers, all 2019 Series ABC 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 2019 Series ABC 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 2019 Series ABC Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2019 Series ABC 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 2019 Series ABC Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the 2019 Series ABC Bonds, such as redemptions, tenders, defaults and proposed amendments to the 2019 Series ABC Bond documents. For example, Beneficial Owners of 2019 Series ABC Bonds may wish to ascertain that the nominee holding the 2019 Series ABC 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.

While the 2019 Series ABC Bonds are in the book-entry system, redemption notices will be sent to DTC. If less than all of the 2019 Series ABC Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in the 2019 Series ABC Bonds to be redeemed.

Neither DTC nor Cede (nor any other DTC nominee) will consent or vote with respect to 2019 Series ABC 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 2019 Series ABC Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2019 Series ABC 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 2019 Series ABC Bonds purchased or tendered, through its Participant, to the Paying Agent, and shall effect delivery of such 2019 Series ABC Bonds by causing the Direct Participant to transfer the Participant's interest in the 2019 Series ABC Bonds, on DTC's records, to the Paying Agent. The requirement for physical delivery of 2019 Series ABC Bonds in connection with an optional tender or a mandatory purchase will be deemed satisfied when the ownership

rights in the 2019 Series ABC Bonds are transferred by Direct Participants on DTC's records and followed by a book-entry credit of such tendered 2019 Series ABC Bonds to the Paying Agent's DTC account.

THE AUTHORITY, THE TRUSTEE AND THE PAYING AGENT SHALL HAVE NO RESPONSIBILITY OR OBLIGATION WITH RESPECT TO THE ACCURACY OF THE RECORDS OF DTC, CEDE & CO. OR ANY DTC PARTICIPANT WITH RESPECT TO ANY OWNERSHIP INTEREST IN THE 2019 SERIES ABC 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 2019 SERIES ABC 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 2019 SERIES ABC BONDS OR ANY CONSENT GIVEN BY CEDE & CO., AS NOMINEE OF DTC. SO LONG AS CERTIFICATES FOR THE 2019 SERIES ABC BONDS ARE NOT ISSUED PURSUANT TO THE INDENTURE AND THE 2019 SERIES ABC 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 2019 SERIES ABC BONDS FOR ALL PURPOSES WHATSOEVER, INCLUDING WITHOUT LIMITATION (1) THE PAYMENT OF PRINCIPAL AND INTEREST ON THE 2019 SERIES ABC BONDS, (2) GIVING NOTICE OF REDEMPTION AND OTHER MATTERS WITH RESPECT TO THE 2019 SERIES ABC BONDS, (3) REGISTERING TRANSFERS WITH RESPECT TO THE 2019 SERIES ABC BONDS AND (4) THE SELECTION OF 2019 SERIES ABC BONDS FOR REDEMPTION.

DTC may discontinue providing its services as securities depository with respect to the 2019 Series ABC 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.

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

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APPENDIX I

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. 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 30 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 (subservicer 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 subservicer 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 subservicer, the Authority may have recourse to such Mortgage Lender or subservicer 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 subservicer’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. 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 amount is guaranteed; (ii) for home and condominium loans above \$45,000 but not more than \$56,250, \$22,500 of the loan amount 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 amount is guaranteed; and (iv) for home and condominium loans above \$144,000, the lesser of 25% of the VA county loan limit or 25% of the loan amount 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 subservicer, the Authority may have recourse to such Mortgage Lender or subservicer 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 subservicer’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 an RHS-designated rural area at interest rates permitted by the RHS. The RHS Rural Housing Loan Guarantee program is 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% of the Original Loan Amount or (ii) 100% of any loss equal to or less than 35% of the Original Loan Amount plus 85% of any remaining loss up to 65% of the Original Loan Amount. The Original Loan Amount is defined for these purposes as the original promissory note amount minus any loan 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) is 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 account may be accelerated and 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.

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 nine 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 six 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 six-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 sales price from the sale are 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 servicer, the Authority may have recourse to such Mortgage Lender or 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 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.

In general, private mortgage insurance (“**PMI**”) contracts provide for payment of insurance benefits to a mortgage lender upon the failure of a mortgagor to make any payment or to perform any obligation under the insured mortgage loan and the continuance of such failure for a stated period. Under most PMI policies, the maximum insurable amounts range from 90% to 95% of the appraised value or selling price for owner-occupied dwellings, whichever is lower. Requirements of borrower equity vary according to the percentage of the mortgage to be insured. Certain insurers will credit toward the value of the land to be improved, trade-in property or work equity, a specified percentage of this amount if at least a minimum cash equity is met and the home is to be owner-occupied. Although there may be variations among insurers, available coverage by private mortgage insurers is generally limited to first mortgage loans or contracts on improved real estate, with amortization over the term of the loan or contract in substantially equal monthly payments, including accruals for taxes and insurance.

The Homeowners Protection Act of 1998 (the “**HPA**”) provides for cancellation of PMI upon the following: (i) at the homeowner’s request upon the date on which the principal balance of the mortgage loan is scheduled to reach 80% of the original value of the residence or the principal balance reaches 80% of the original value of the residence, (ii) automatically on the date on which the principal balance of the mortgage loan is scheduled to reach 78% of the original value of the residence or if the borrower is not then current on his or her mortgage loan payments, on the date on which the mortgagor subsequently becomes current on such payments, or (iii) in any event, on the first day of the month immediately following the date that is the midpoint of the amortization period of the mortgage loan if the mortgagor is then current on his or her mortgage loan payments. The HPA also requires that mortgagors be provided with certain disclosures and notices regarding termination and cancellation of private mortgage insurance.

Under the various policies, delinquencies must be reported to the insurer within a specified period of time after default, and proceedings to recover title are required to be commenced within a specified period of time after default. It is standard practice for private mortgage insurers to require that lending institutions, prior to presenting a claim under the mortgage insurance, acquire and tender to the private mortgage insurer title to the property, free and clear of all liens and encumbrances, including any right of redemption by the mortgagor. When such claim is presented, the private mortgage insurer will normally retain the option to pay the claim in full and take title to the property and arrange for its sale or pay the insured percentage of the claim and allow the insured mortgage lender to retain title to the property.

The amount of loss payable generally includes the principal balance due under the mortgage loan, plus accumulated interest, real estate taxes and hazard insurance premiums which have been advanced, expenses incurred in the preservation of the insured property, and other expenses necessarily incurred in the recovery proceedings, although in no event will the insurer be required to pay an amount which exceeds the coverage under a policy.

Prior to insuring loans for any mortgage lender, the insurer investigates and evaluates such mortgage lender in the areas of (a) quality of appraisal ability, (b) quality of underwriting ability, (c) net worth and quality of assets and (d) ability and past performance of servicing staff and adequacy of servicing procedures.

Uninsured Mortgage Loans. A Series Indenture may also permit 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 certain loan-to-value or other programmatic requirements contained in such Series Indenture are met.

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 (including the Authority), a copy of the promissory note or evidence of debt (or, except as provided in the following sentence with respect to "qualified holders," 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 Combined Notice of Sale and Notice of Rights to Cure or Redeem (the "**Combined Notice**") and other required notices, certificates and affidavits and mailing list for the notices. Certain types of Mortgagees, which include the Authority, are defined to be "qualified holders" and 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 10 business days after receipt of a complete filing.

The public trustee also causes the Combined Notice to be published. 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 60 nor fewer than 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. 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 or a written statement of an official that the property was within incorporated city limits. The public trustee shall accept as evidence that the property is agricultural a written statement from the assessor that all of the property is assessed as 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. An order authorizing the public trustee foreclosure sale will be issued if the court determines that venue is proper, 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 shall not extend beyond the existence of a default authorizing the exercise of a power of sale under the terms of the deed of trust; consideration by the court of the requirements of the Relief Act; whether the moving party is the real party in interest; and whether the status of any request for a loan modification agreement bars a foreclosure sale as a matter of law.

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 one year after the end of the period of military service. Such relief includes: (i) an adjustment of the service member's obligation to preserve the interest of all parties; 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 15 days prior to the date of the foreclosure sale. The Public Trustee is then required to promptly (but no later than 12 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 10 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. The foreclosure sale may be continued by the Mortgagee for up to 12 months from the originally designated date in the Combined Notice (such 12 month period does not include any time periods that an automatic stay in bankruptcy or injunction is in effect). 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 business 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.

Certain holders of recorded junior interests have redemption rights if they timely file 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 or the last redeeming junior lienholder, as the case may be. The public trustee confirmation 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 confirmation 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 sale date will be automatically postponed week to week 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 J

FORM OF 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 Single Family Mortgage Class I Bonds, 2019 Series A (AMT), Single Family Mortgage Federally Taxable Class I Bonds, 2019 Series B-1, Single Family Mortgage Federally Taxable Class I Adjustable Rate Bonds, 2019 Series B-2 and Single Family Mortgage Class I Bonds, 2019 Series C (Non-AMT) (collectively, 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 2019ABC Series Indenture dated as of January 1, 2019 (the “**Series Indenture**” and, together with the Master Indenture, the “**Indenture**”), each between the Authority and Zions Bancorporation, National Association (formerly 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 or in the Official Statement (defined below). 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 C.F.R. § 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,” (ii) “PART II—COLORADO HOUSING AND FINANCE AUTHORITY” and (iii) the tables set forth in Appendix B-1—THE OUTSTANDING BONDS AND AUXILIARY OBLIGATIONS; and Appendix B-2—THE MORTGAGE LOAN PORTFOLIO AND FUND BALANCES (other than the table appearing under the caption “—PMI Mortgage Loans and Private Insurers”) 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 1300 I Street, N.W., Suite 1000, Washington, D.C. 20005; fax: 202-898-1500.

(f) “*Official Statement*” means the Official Statement delivered in connection with the offering of the Series Bonds.

(g) “*Participating Underwriter*” means Barclays Capital Inc., as senior underwriter.

(h) “*Rule 15c2-12*” means Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 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, 2018 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) (i) At any time the Series Bonds are outstanding, in a timely manner not in excess of 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)(i)(I) hereof, the event is considered to occur when any of the following occur: (1) 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 (2) 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.

(ii) At any time the Series Bonds are outstanding, in a timely manner not in excess of 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 January 3, 2019.

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):

(a) 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.

(b) 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.

(c) 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.

(d) 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.

(e) 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.

(f) 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.

(g) 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 K-1

GNMA MORTGAGE-BACKED SECURITIES PROGRAM

The summary of the GNMA Program, Ginnie Mae Certificates and other documents referred to herein does not purport to be comprehensive and is qualified in its entirety by reference to the GNMA Mortgage-Backed Securities Guide (the “GNMA Guide”) (copies of which may be obtained from GNMA at the Office of Mortgage-Backed Securities, 451 Seventh Street, S.W., Washington, D.C. 20410, or at <http://www.ginniemae.gov>) and to the Ginnie Mae Certificates and other documents for full and complete statements of their provisions. Neither the Authority nor the Underwriters make any representation with respect to the accuracy or completeness of this summary.

General

Ginnie Mae is a wholly owned corporate instrumentality of the United States within the Department of Housing and Urban Development (“HUD”) with its principal office located in Washington, D.C.

Ginnie Mae is authorized by Section 306(g) of Title III of the National Housing Act of 1934, as amended (the “National Housing Act”), to guarantee the timely payment of the principal of, and interest on, securities that are based on and backed by trusts or pools composed of Mortgage Loans insured or guaranteed under the National Housing Act, Title V of the Housing Act of 1949, the Servicemen’s Readjustment Act of 1944, as amended, Chapter 37 of Title 38 of the United States Code or Section 184 of the Housing and Community Development Act of 1992 or guaranteed by the United States Department of Agriculture under the Rural Development Program. Section 306(g) further provides that “[t]he full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under any guaranty under this subsection.” An opinion, dated December 9, 1969, of an Assistant Attorney General of the United States that such guarantees under Section 306(g) of mortgage-backed certificates are authorized to be made by Ginnie Mae and “would constitute general obligations of the United States backed by its full faith and credit.”

There are two GNMA Mortgage-Backed Securities Programs, GNMA I MBS and GNMA II MBS.

Any Ginnie Mae Certificates issued by the Authority will be a “fully modified pass-through” security (guaranteed by Ginnie Mae pursuant to its GNMA I or GNMA II mortgage-backed securities program) which will require the servicer to pass through to the holder the regular monthly payments on the underlying mortgage loans (less the service fees), whether or not the servicer receives such payments from the Mortgagors on the underlying Mortgage Loans, plus any prepayments or other unscheduled recoveries of principal of the mortgage loans received by the servicer during the previous month. Upon issuance of each Ginnie Mae Certificate, Ginnie Mae will guarantee to the holder of the GNMA Security the timely payment of principal of and interest on the Ginnie Mae Certificate. In order to meet its obligations under such guaranty, Ginnie Mae, in its corporate capacity under Section 306(d) of Title III of the National Housing Act, may issue its general obligations to the United States Treasury Department (the “Treasury”) in an amount outstanding at any one time sufficient to enable Ginnie Mae, with no limitations as to amount, to perform its obligations under its guaranty of the timely payment of the principal of and interest on the Ginnie Mae Certificate. The Treasury is authorized to purchase any obligations so issued by Ginnie Mae and has indicated in a letter dated February 13, 1970, from the Secretary of the Treasury to the Secretary of HUD, that the Treasury will make loans to Ginnie Mae, if needed, to implement the aforementioned guaranty.

Under the terms of its guaranty, Ginnie Mae also warrants to the holder of the Ginnie Mae Certificate that, in the event Ginnie Mae is called upon at any time to make payment on its guaranty of the

principal of and interest on the Ginnie Mae Certificate, it will, if necessary, in accordance with Section 306(d) of Title III of the National Housing Act, apply to the Treasury for a loan or loans in amounts sufficient to make such payments of principal and interest.

Servicing of the Mortgages

Under contractual agreements entered into by and between the servicer and Ginnie Mae, the servicer is responsible for servicing and otherwise administering the Mortgage Loans underlying the Ginnie Mae Certificates in accordance with generally accepted practices of the mortgage lending industry and the GNMA Guide. The Authority acts as the Servicer of the GNMA MBS in the Trust Estate which secure the Bonds under the Master Indenture.

The monthly remuneration of the servicer, for its servicing and administrative functions, and the guaranty fee charged by Ginnie Mae, are based on the unpaid principal amount of the Ginnie Mae Certificates outstanding. Each Ginnie Mae I Certificate carries an interest rate that is fixed below the lowest interest rate on the underlying Mortgage Loans because the servicing and guarantee fees are deducted from payments on the Mortgage Loans before the payments are passed through to the owner of the Ginnie Mae Certificate.

It is expected that interest and principal payments on the Mortgage Loans underlying the Ginnie Mae Certificates received by the servicer will be the source of money for payments on the Ginnie Mae Certificates. If such payments are less than the amount then due, the servicer is obligated to advance its own funds to ensure timely payment of all amounts coming due on the Ginnie Mae Certificates. Ginnie Mae guarantees such timely payment in the event of the failure of the servicer to pay an amount equal to the scheduled payments (whether or not made by the Mortgagors on the underlying Mortgage Loans).

The servicer is required to advise Ginnie Mae in advance of any impending default on scheduled payments so that Ginnie Mae, as guarantor, will be able to continue such payments as scheduled on the applicable payment date. If, however, such payments are not received as scheduled, the Trustee has recourse directly to Ginnie Mae.

Default by Servicer

In the event of a default by the servicer, Ginnie Mae will have the right, by letter to the servicer, to effect and complete the extinguishment of the servicer's interest in the Mortgage Loans underlying the Ginnie Mae Certificates, and such Mortgage Loans will thereupon become the absolute property of Ginnie Mae, subject only to the unsatisfied rights of the owner of the Ginnie Mae Certificate. In such event, Ginnie Mae will be the successor in all respects to the servicer with respect to the transaction and the agreements set forth or arranged for in the GNMA Guide.

Payment of Principal and Interest on the Ginnie Mae Certificates

Under the GNMA I MBS Program, the servicer is to make separate payments, by the fifteenth day of each month (or, if the fifteenth day is not a business day, then the next business day), directly to each owner of Ginnie Mae Certificates for each of the Ginnie Mae Certificates held. Under the GNMA II MBS Program, the servicer is to make separate payments by the twentieth day of each month (or, if the twentieth day is not a business day, then the next business day).

Payment of principal of each Ginnie Mae Certificate is expected to commence on the fifteenth day (in the case of GNMA I MBS) and the twentieth day (in the case of GNMA II MBS) of the month following issuance of the Ginnie Mae Certificate.

Each installment on a Ginnie Mae Certificate is required to be applied first to interest and then in reduction of the principal balance then outstanding on the Ginnie Mae Certificate. Interest is to be paid at the specified rate on the unpaid portion of the principal of the Ginnie Mae Certificate. The amount of principal due on the Ginnie Mae Certificate will be in an amount at least equal to the scheduled principal amortization currently due on the Mortgage Loans based on reporting from the issuer. However, payment of principal and interest is to be adjustable as set forth below.

Each of the monthly installments on a Ginnie Mae Certificate is subject to adjustment by reason of any prepayments or other unscheduled recoveries of principal on the underlying Mortgage Loans. In any event, the servicer will pay to the holder of the Ginnie Mae Certificate monthly installments of not less than the interest due on the Ginnie Mae Certificate at the rate specified in the Ginnie Mae Certificate, together with any scheduled installments of principal, whether or not such interest or principal is collected from the Mortgagors, and any prepayments or early recovery of principal. Final payment will be made only upon surrender of the outstanding Ginnie Mae Certificate.

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APPENDIX K-2

FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM

*The summary of Fannie Mae MBS Program (as defined below), the Fannie Mae Certificates and other documents referred to herein does not purport to be comprehensive and is qualified in its entirety by reference to the Fannie Mae Selling Guide and the Fannie Mae Servicing Guide (collectively, the “**Fannie Mae Guides**”) and the Fannie Mae Certificates and other documents for full and complete statements of their provisions. Copies of the Fannie Mae Guides, the Fannie Mae Prospectus and Fannie Mae’s most recent annual and quarterly reports and proxy statement are available from Fannie Mae, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016, (800-237-8627), or at <http://www.fanniemae.com>. Neither the Authority nor the Underwriters make any representation with respect to the accuracy or completeness of this summary.*

General

Federal National Mortgage Association (“**Fannie Mae**”) is a federally chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act, as amended (12 U.S.C. Section 1716 et seq.). Fannie Mae was originally established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market and was transformed into a stockholder-owned and privately managed corporation by legislation enacted in 1968. Fannie Mae provides funds to the mortgage market by purchasing mortgage loans from lenders, thereby replenishing their funds for additional lending. Fannie Mae acquires funds to purchase mortgage loans from many capital market investors that may not ordinarily invest in mortgage loans, thereby expanding the total amount of funds available for housing. In addition, Fannie Mae issues mortgage-backed securities primarily in exchange for pools of mortgage loans from lenders.

Although the Secretary of the Treasury has certain discretionary authority to purchase obligations of Fannie Mae, neither the United States nor any agency thereof is obligated to finance Fannie Mae’s obligations or to assist Fannie Mae in any manner.

The Federal Housing Finance Regulatory Reform Act of 2008 (the “**Reform Act**”) established the Federal Housing Finance Agency (“**FHFA**”), which assumed the regulatory and oversight duties of Fannie Mae of the Office of Federal Housing Enterprise Oversight and the Department of Housing and Urban Development. In 2008, the Director of FHFA placed Fannie Mae into conservatorship, appointing FHFA as conservator. This conservatorship does not have a specified termination date.

Fannie Mae Mortgage-Backed Securities Program

Fannie Mae has implemented a mortgage-backed securities program pursuant to which Fannie Mae issues securities backed by pools of mortgage loans (the “**Fannie Mae MBS Program**”). The obligations of Fannie Mae, including its obligations under the Fannie Mae Certificates, are obligations solely of Fannie Mae and are not backed by, or entitled to, the full faith and credit of the United States.

The terms of the Fannie Mae MBS Program are governed by the Fannie Mae Guides, as modified by a pool purchase contract, and, in the case of mortgage loans such as the Mortgage Loans, a 2009 Single-Family Master Trust Agreement dated as of January 1, 2009, as amended from time to time, and a supplement thereto to be issued by Fannie Mae in connection with each pool. The Fannie Mae MBS Program is further described in a prospectus issued by Fannie Mae (the “**Fannie Mae Prospectus**”). The Fannie Mae Prospectus is updated from time to time. A Fannie Mae Prospectus Supplement may not be available as to Fannie Mae Certificates acquired pursuant to the Program. The Authority does not and will

not participate in the preparation of the Fannie Mae Prospectus, annual reports, quarterly reports, proxy statements or any other documents issued by Fannie Mae.

Fannie Mae Certificates

Any Fannie Mae Certificate acquired by the Authority will represent a fractional undivided interest in a specified pool of Mortgage Loans purchased by Fannie Mae from the servicer and identified in records maintained by Fannie Mae. The Mortgage Loans backing each Fannie Mae Certificate will bear interest at a specified rate per annum, and each Fannie Mae Certificate will bear interest at a lower rate per annum (the “**pass-through rate**”). The difference between the interest rate on the conventional mortgage loans and the pass-through rate on the Fannie Mae Certificate will be collected by the servicer and used to pay the servicer’s servicing fee and Fannie Mae’s guaranty fee. Fannie Mae will guarantee to the registered holder of the Fannie Mae Certificates that it will distribute amounts representing scheduled principal and interest at the applicable pass-through rate on the Mortgage Loans in the pools represented by such Fannie Mae Certificates, whether or not received, and the full principal balance of any foreclosed or other finally liquidated Mortgage Loan, whether or not such principal balance is actually received.

THE OBLIGATIONS OF FANNIE MAE UNDER SUCH GUARANTEES ARE OBLIGATIONS SOLELY OF FANNIE MAE AND ARE NOT BACKED BY, NOR ENTITLED TO, THE FAITH AND CREDIT OF THE UNITED STATES. IF FANNIE MAE WERE UNABLE TO SATISFY SUCH OBLIGATIONS, DISTRIBUTIONS TO THE TRUSTEE, AS THE REGISTERED HOLDER OF FANNIE MAE CERTIFICATES, WOULD CONSIST SOLELY OF PAYMENTS AND OTHER RECOVERIES ON THE UNDERLYING MORTGAGE LOANS AND, ACCORDINGLY, MONTHLY DISTRIBUTIONS TO THE TRUSTEE AS THE HOLDER OF FANNIE MAE CERTIFICATES, WOULD BE AFFECTED BY DELINQUENT PAYMENTS AND DEFAULTS ON SUCH MORTGAGE LOANS.

Payments on Mortgage Loans; Distributions on Fannie Mae Certificates

Payments on a Fannie Mae Certificate are made to the owner thereof on the twenty-fifth day of each month (beginning with the month following the month such Fannie Mae Certificate is issued) or, if such twenty-fifth day is not a business day, on the first business day next succeeding such twenty-fifth day. With respect to each Fannie Mae Certificate, Fannie Mae will distribute to the beneficial owner an amount equal to the total of (a) the principal due on the Mortgage Loans in the related pool underlying such Fannie Mae Certificate during the period beginning on the second day of the month prior to the month of such distribution and ending on the first day of such month of distribution, (b) the stated principal balance of any Mortgage Loan that was prepaid in full during the calendar month immediately preceding the month of such distribution (including as prepaid for this purpose any Mortgage Loan repurchased by Fannie Mae because of Fannie Mae’s election to repurchase the Mortgage Loan after it is delinquent, in whole or in part with respect to four consecutive installments of principal and interest; or because of Fannie Mae’s election to repurchase such Mortgage Loan under certain other circumstances as permitted by the Fannie Mae Trust Indenture), (c) the amount of any partial prepayment of a Mortgage Loan received during the calendar month immediately preceding the month of distribution (during the second preceding calendar month, for pools of loans formed from the Fannie Mae portfolio that are serviced on a basis that requires remittance of actual payments to Fannie Mae instead of scheduled payments) and (d) one month’s interest at the pass-through rate on the principal balance of the Fannie Mae Certificate as reported to the holder thereof in connection with the previous distribution (or, respecting the first distribution, the principal balance of the Fannie Mae Certificate on its issue date).

For purposes of distributions, a Mortgage Loan will be considered to have been prepaid in full if, in Fannie Mae’s reasonable judgment, the full amount finally recoverable on account of such mortgage loan

has been received, whether or not such full amount is equal to the stated principal balance of the mortgage loan. Fannie Mae may, in its discretion, include with any distribution principal prepayments, both full and partial, received during the month prior to the month of distribution, but is under no obligation to do so.

Reduced Guaranty Fees

If Fannie Mae reduces its guaranty fee to an amount that is less than that used in structuring the cash flows for any Bonds, the difference will become part of the Authority's Fee and will not secure such Bonds.

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APPENDIX K-3

FREDDIE MAC MORTGAGE-BACKED SECURITIES PROGRAM

*The summary of the Freddie Mac Guarantor Program (as defined below), the Freddie Mac Certificates and other documents referred to herein does not purport to be complete and is qualified in its entirety by reference to Freddie Mac's Single-Family Seller/Service Guide (the "**Freddie Mac Guide**"), Freddie Mac's Mortgage Participation Certificates Offering Circular, any applicable Offering Circular Supplements, Freddie Mac's most recent annual and quarterly reports and proxy statements and any other documents made available by Freddie Mac. Copies of these documents can be obtained by writing or calling Freddie Mac's Investor Inquiry Department at 8200 Jones Branch Drive, McLean, Virginia 22102 (800-336-FMPC), or at <http://www.freddiemac.com>. Neither the Authority nor the Underwriters make any representation with respect to the accuracy or completeness of this summary.*

General

Freddie Mac is a shareholder-owned, government-sponsored enterprise created on July 24, 1970 pursuant to the Federal Home Loan Mortgage Program Operator Act, Title III of the Emergency Home Finance Act of 1970, as amended (the "**Freddie Mac Act**"). Freddie Mac's statutory mission is (a) to provide stability in the secondary market for residential mortgages, (b) to respond appropriately to the private capital market, (c) to provide ongoing assistance to the secondary market for residential mortgages (including activities relating to mortgages on housing for low- and moderate-income families involving a reasonable economic return that may be less than the return earned on other activities) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing and (d) to promote access to mortgage credit throughout the United States (including central cities, rural areas and underserved areas) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing. Neither the United States nor any agency or instrumentality of the United States is obligated, either directly or indirectly, to fund the mortgage purchase or financing activities of Freddie Mac.

The Federal Housing Finance Regulatory Reform Act of 2008 (the "**Reform Act**") established the Federal Housing Finance Agency ("**FHFA**"), which assumed the regulatory and oversight duties of Freddie Mac of the Office of Federal Housing Enterprise Oversight and the United States Department of Housing and Urban Development ("**HUD**") with respect to safety, soundness and mission. HUD remains the regulator of Freddie Mac with respect to fair lending matters. In addition, on September 6, 2008, the Director of FHFA placed Freddie Mac into conservatorship, appointing FHFA as conservator. This conservatorship does not have a specified termination date.

Freddie Mac Guarantor Program

Freddie Mac has established a mortgage purchase program pursuant to which Freddie Mac purchases a group of mortgages from a single seller in exchange for a Freddie Mac Certificate representing an undivided interest in a pool consisting of the same Mortgage Loans (the "**Guarantor Program**"). Each Freddie Mac Certificate is guaranteed by Freddie Mac as to the timely payment of interest and the full and final payment of principal. The obligations of Freddie Mac under its guarantees of the Freddie Mac Certificates are obligations of Freddie Mac only. The Freddie Mac Certificates, including the interest thereon, are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac.

The Authority does not and will not participate in the preparation of Freddie Mac's Mortgage Participation Certificate Offering Circular, annual reports, quarterly reports or proxy statements.

Freddie Mac supervises the servicing of Mortgage Loans according to the policies in the Freddie Mac Guide, and in accordance with the PC Master Trust Agreement, dated September 25, 2009, as amended from time to time.

Freddie Mac Certificates

Freddie Mac Certificates will be mortgage participation certificates issued under Freddie Mac's Guarantor Program. Under the Guarantor Program, the annual pass-through rate on a Freddie Mac Certificate is established based upon the lowest interest rate on the underlying mortgage loans, minus a minimum servicing fee and the amount of Freddie Mac's management and guarantee fee as agreed upon between the Servicer and Freddie Mac. The lowest interest rate on a mortgage loan in a Certificate Pool will be greater than or equal to the annual pass-through rate on the related Freddie Mac Certificate plus a minimum servicing fee and Freddie Mac's management and guarantee fee, and the highest interest rate will not exceed two and one-half percentage points above the pass-through rate.

Freddie Mac will guarantee to the registered holder of each Freddie Mac Certificate the timely payment of interest by each mortgagor to the extent of the applicable certificate rate on the registered holder's pro rata share of the unpaid principal balance outstanding on the mortgage loans underlying such Freddie Mac Certificate. Freddie Mac also will guarantee to the Trustee or its nominee as the registered holder of such Freddie Mac Certificate full and final payment of principal. Pursuant to its guarantee, Freddie Mac will indemnify the holder of such Freddie Mac Certificate against any diminution in principal by reason of charges for property repairs, maintenance and foreclosure. Freddie Mac may remit the amount due on account of its guarantee of collection of principal at any time after default on an underlying mortgage loan, but not later than (a) 30 days following foreclosure sale, (b) 30 days following payment of the claim by any mortgage issuer, or (c) 30 days following the expiration of any right of redemption, whichever occurs last, but in any event no later than one year after demand has been made upon the mortgagor for accelerated payment of principal.

The obligations of Freddie Mac under its guarantees of the Freddie Mac Certificates are obligations of Freddie Mac only. The Freddie Mac Certificates, including the interest thereon, are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac. If Freddie Mac were unable to satisfy such obligations, distributions on the Freddie Mac Certificates would consist solely of payments and other recoveries on the underlying mortgage loans and, accordingly, delinquencies and defaults would affect monthly distributions on such Freddie Mac Certificates and could adversely affect the payments on the Bonds.

Holders of Freddie Mac Certificates are entitled to receive their pro rata share of all principal payments on the underlying mortgage loans received by Freddie Mac, including any scheduled principal payments, full and partial repayments of principal and principal received by Freddie Mac by virtue of condemnation, insurance, liquidation or foreclosure, including repayments of principal resulting from acquisition by Freddie Mac of the real property securing the mortgage. Freddie Mac is required to remit each registered Freddie Mac Certificate holder's pro rata share of principal payments on the underlying mortgage loans, interest at the certificate rate and any other sums within 60 days of the date on which such payments are received by Freddie Mac.

Reduced Guaranty Fees

If Freddie Mac reduces its guaranty fee to an amount that is less than that used in structuring the cash flows for any Bonds, the difference will become part of the Authority's Fee and will not secure such Bonds.