

Each of the Casa Inc. Bonds, the Casa Brendan Bonds and the Nuestro Hogar Bonds will be treated as a separate issue of bonds for federal income tax purposes and compliance with the federal tax rules will be determined separately for each Bond issue. In the opinion of Bracewell LLP ("Bond Counsel"), assuming compliance with certain covenants and based on certain representations and as determined separately for each Bond issue, under existing law (i) interest on each Bond issue is excludable from gross income for federal income tax purposes, except with respect to interest on any Bond of such Bond issue for any period during which it is held by a "substantial user" of the related Project or a "related person" of such a "substantial user" within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended and (ii) interest on each Bond issue is not subject to the alternative minimum tax imposed on individuals and corporations. See "TAX MATTERS" herein for a discussion of Bond Counsel's opinions.

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

\$24,000,000

**Multifamily Housing Revenue Bonds
(Fannie Mae MBS Collateralized Pass-Through
– Casa Inc. Apartments), Series 2017
Interest Rate: 3.15%; CUSIP: 88275A DD9†**

\$5,700,000

**Multifamily Housing Revenue Bonds
(Fannie Mae MBS Collateralized Pass-Through –
Nuestro Hogar Apartments), Series 2017
Interest Rate: 3.15%; CUSIP: 88275A DE7†**

\$5,000,000

**Multifamily Housing Revenue Bonds
(Fannie Mae MBS Collateralized Pass-Through – Casa Brendan Apartments), Series 2017
Interest Rate: 3.15%; CUSIP: 88275A DF4†**

Maturity Date: November 1, 2033; Final Payment Date: November 28, 2033; Price: 100%

Dated Date: October 1, 2017

This Official Statement (including the cover page, the inside cover page and appendices) provides certain information concerning the Issuer in connection with the sale of each of the above-captioned discrete Bond issues.

The Texas Department of Housing and Community Affairs (the "Issuer") is issuing its Multifamily Housing Revenue Bonds (Fannie Mae MBS Collateralized Pass-Through – Casa Inc. Apartments), Series 2017 (the "Casa Inc. Bonds") pursuant to an Indenture of Trust dated as of October 1, 2017 (the "Casa Inc. Indenture"), by and between the Issuer and Wilmington Trust, National Association, as trustee for the Casa Inc. Bonds (the "Casa Inc. Trustee"). Pursuant to a Financing Agreement dated as of October 1, 2017 (the "Casa Inc. Financing Agreement"), among the Issuer, the Casa Inc. Trustee, Wells Fargo Bank, National Association (the "Casa Inc. Lender"), and THF Casa, LP, a Texas limited partnership (the "Casa Inc. Borrower"), proceeds of the Casa Inc. Bonds are being used to finance a portion of the cost of the acquisition and rehabilitation of an approximately 200-unit multifamily rental housing development known as Casa Inc. located in Fort Worth, Texas (the "Casa Inc. Project"), and pay certain additional costs related thereto.

The Issuer is also issuing its Multifamily Housing Bonds (Fannie Mae MBS Collateralized Pass-Through – Nuestro Hogar Apartments), Series 2017 (the "Nuestro Hogar Bonds") pursuant to an Indenture of Trust dated as of October 1, 2017 (the "Nuestro Hogar Indenture"), by and between the Issuer and Wilmington Trust, National Association, as trustee for the Nuestro Hogar Bonds (the "Nuestro Hogar Trustee"). Pursuant to a Financing Agreement dated as of October 1, 2017 (the "Nuestro Hogar Financing Agreement"), among the Issuer, the Nuestro Hogar Trustee, Wells Fargo Bank, National Association (the "Nuestro Hogar Lender"), and THF Nuestro Hogar, LP, a Texas limited partnership (the "Nuestro Hogar Borrower"), the Nuestro Hogar Bonds are being used to finance a portion of the cost of the acquisition and rehabilitation of an approximately 65-unit multifamily rental housing development known as Nuestro Hogar located in Arlington, Texas (the "Nuestro Hogar Project"), and pay certain additional costs related thereto.

In addition to the Casa Inc. Bonds and the Nuestro Hogar Bonds, the Issuer is issuing its Multifamily Housing Bonds (Fannie Mae MBS Collateralized Pass-Through – Casa Brendan Apartments), Series 2017 (the "Casa Brendan Bonds"), and together with the Casa Inc. Bonds and the Nuestro Hogar Bonds, the "Bonds" pursuant to an Indenture of Trust dated as of October 1, 2017 (the "Casa Brendan Indenture"), and together with the Casa Inc. Indenture and the Nuestro Hogar Indenture, the "Indentures"), by and between the Issuer and Wilmington Trust, National Association, as trustee for the Casa Brendan Bonds (the "Casa Brendan Trustee"), and together with the Casa Inc. Trustee and the Nuestro Hogar Trustee, the "Trustees"). Pursuant to a Financing Agreement dated as of October 1, 2017 (the "Casa Brendan Financing Agreement"), Casa Inc. Financing Agreement and the Nuestro Hogar Financing Agreements, the "Financing Agreements"), among the Issuer, the Casa Brendan Trustee, Wells Fargo Bank, National Association (the "Casa Brendan Lender"), and together with the Casa Inc. Lender and the Nuestro Hogar Lender, the "Lenders"), and THF Casa Brendan, LP, a Texas limited partnership (the "Casa Brendan Borrower"), and together with the Casa Inc. Borrower and the Nuestro Hogar Borrower, the "Borrowers"), the Casa Brendan Bonds are being used to finance a portion of the cost of the acquisition and rehabilitation of an approximately 86-unit multifamily rental housing development known as Casa Brendan located in Stephenville, Texas (the "Casa Brendan Project," and together with the Casa Inc. Project and the Nuestro Hogar Project, the "Projects"), and pay certain additional costs related thereto. See "THE PROJECTS" herein.

While each Bond issue is being offered by this Official Statement, and the provisions of each Bond issue and the related Indentures and Financing Agreements will be substantially identical (except with respect to parties, principal amounts and certain other terms as described herein), each Bond issue is separately secured by the related Financing Agreement and payments by the related Borrower thereunder, and the other collateral pledged under the related Indenture. The respective Bond issues are not cross-defaulted or cross-collateralized. Purchasers of a particular Bond issue shall have no rights to any revenues, funds or assets of the other Bond issues. Each of the Casa Inc. Bonds, the Casa Brendan Bonds and the Nuestro Hogar Bonds will be treated as a separate issue of bonds for federal income tax purposes and compliance with the federal tax rules will be determined separately for each Bond issue. Except with respect to certain dollar amounts, percentages, and parties, the terms of the Indentures, Financing Agreements, and Regulatory Agreements are identical.

Each Bond issue will be issued in book-entry form only, in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), as fully registered bonds in the denomination of \$1.00 or any integral multiple thereof. Interest on and principal of each Bond issue will be payable by the Trustee to Cede & Co., as nominee of DTC. Purchasers of the Bonds will not receive physical delivery of bond certificates. The Bonds will not be transferable or exchangeable, except for transfer to another nominee of DTC or otherwise as described herein. Any purchaser as a beneficial owner of a Bond must maintain an account with a broker or dealer who is, or acts through, a DTC Participant to receive payment of the principal of and interest on such Bond.

Upon the issuance of each Bond issue, Bond proceeds in an amount equal to the interest thereon to December 27, 2017 (the "Mandatory Redemption Date") (together with accrued interest, if any) will be deposited to the Collateral Security Interest Account under the related Indenture, and the balance of the Bond proceeds of that Bond issue will be deposited into the Proceeds Fund. Pursuant to the terms of each Financing Agreement, related Bond proceeds of that Bond issue deposited into the Proceeds Fund under the related Indenture will (i) be used to pay or reimburse the Borrower for payment of certain costs of the Project or (ii) will be deposited to a Rehabilitation Account of the Proceeds Fund under that Indenture and used as directed by the related Lender for rehabilitation of the related Project. Bond proceeds of each Bond issue (other than amounts deposited to the Collateral Security Interest Account under the related Indenture deposited to the Collateral Security Principal Account under that Indenture) shall not be part of the Trust Estate securing repayment of the related Bond issue.

Each Bond issue will initially be collateralized by (i) the deposit into the Collateral Security Principal Account of the Collateral Security Fund under the related Indenture of the proceeds received from the assignment to the related Lender of a first mortgage loan (separately, the "Casa Inc. Mortgage Loan," the "Nuestro Hogar Mortgage Loan," and the "Casa Brendan Mortgage Loan," and together, the "Mortgage Loans") to be made by the Issuer to the related Borrower, and fully funded in an amount equal to the original principal amount of the related Bond issue on the date of issuance of that Bond issue (such related assigned Mortgage Loan being referred to herein as the related "Assigned Loan"), and (ii) the deposit to the Collateral Security Interest Account of the Collateral Security Fund under the related Indenture of proceeds from the related Bond issue in an amount sufficient to pay the interest on that Bond issue to the Mandatory Redemption Date. Upon the satisfaction of certain conditions described herein as set forth in each of the Indentures, the related Trustee will use moneys on deposit in the related Collateral Security Fund and that Indenture to acquire a Guaranteed Mortgage Pass-Through Certificate (each, a "Pass-Through Certificate" and collectively, the "Pass-Through Certificates"), backed by the related Mortgage Loan on the corresponding Project, and to be issued, upon satisfaction of the conditions set forth in the related Indenture, by the Federal National Mortgage Association ("Fannie Mae").



Payments of interest on each Bond issue will commence on November 28, 2017 (the "First Payment Date"). It is expected that the Pass-Through Certificate relating to each Bond issue will be acquired by the related Trustee prior to the First Payment Date, and in any event prior to the Mandatory Redemption Date, unless such Purchase Date (as defined herein) is extended as provided in each Indenture. Principal and interest on the Bonds of that Bond issue will initially be paid from funds (including accrued interest, if any) on deposit in the related Collateral Security Fund until the month following the Purchase Date, at which time payments in an amount equal to the principal and interest paid on the related Pass-Through Certificate will be passed through to Bondholders of the related Bond issue on the Payment Date of that Bond issue. "Payment Date" means (i) the First Payment Date, (ii) prior to the Purchase Date and prior to the Mandatory Redemption Date for a Bond issue, as such date may be extended pursuant to the related Indenture, the 26th day of the month (or the next Business Day if the 26th is not a Business Day), and (iii) after the Purchase Date, one Business Day after each date on which a payment of principal, interest, and/or premium, if any, is made pursuant to the related Pass-Through Certificate (which shall be the 25th day of the month, or the next Business Day if the 25th is not a Business Day, after payment is due on the underlying related Mortgage Loan). The payment of interest on a Payment Date shall relate to the interest accrued during the preceding calendar month. There shall be no further accrual of interest on any Bond issue from the related Maturity Date to the final Payment Date. After the Purchase Date, any balance remaining in the Collateral Security Interest Account of the related Collateral Security Fund, after application of moneys therein to pay any accrued interest on the related Pass-Through Certificate or interest on the related Bond issue on the next Payment Date for that Bond issue, as applicable, will be transferred to the related Proceeds Fund.

If the Pass-Through Certificate relating to a Bond issue is not acquired by the related Trustee prior to the Mandatory Redemption Date for such Bond issue, as such date may be extended pursuant to the related Indenture, the Bonds of that Bond issue will be redeemed at a redemption price of par (each, an "Original Issue Price"), plus interest accrued on that Bond issue to the Mandatory Redemption Date for such Bond issue (as such date may be extended under the related Indenture) from moneys on deposit in the Collateral Security Fund under the related Indenture.

The Bonds of each Bond issue are subject to mandatory redemption at the times and in the events set forth in the related Indenture and described herein.

THE BONDS OF EACH BOND ISSUE, TOGETHER WITH INTEREST THEREON, AND REDEMPTION PREMIUM, IF ANY, ARE NOT GENERAL OBLIGATIONS OF THE ISSUER, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER SECURED BY THE TRUST ESTATE FOR SUCH BOND ISSUE, AND WILL ALWAYS BE PAYABLE SOLELY FROM THE REVENUES AND INCOME DERIVED FROM THE TRUST ESTATE FOR SUCH BOND ISSUE (EXCEPT TO THE EXTENT PAID OUT OF MONEYS ATTRIBUTABLE TO PROCEEDS OF EACH BOND ISSUE OR THE INCOME FROM THE TEMPORARY INVESTMENT THEREOF), AND ARE AND WILL ALWAYS BE A VALID CLAIM OF THE OWNER THEREOF ONLY AGAINST THE REVENUES AND INCOME DERIVED FROM THE RELATED TRUST ESTATE, WHICH REVENUES AND INCOME MAY BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS OF THAT BOND ISSUE, EXCEPT AS MAY BE EXPRESSLY AUTHORIZED OTHERWISE IN THE RELATED INDENTURE AND IN THE RELATED FINANCING AGREEMENT. EACH BOND ISSUE AND THE OBLIGATION TO PAY INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, DO NOT NOW AND WILL NEVER CONSTITUTE A DEBT OR AN OBLIGATION OF THE STATE OF TEXAS (THE "STATE") OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF WILL BE LIABLE THEREFOR. EACH BOND ISSUE IS NOT AND DOES NOT CREATE OR CONSTITUTE IN ANY WAY AN OBLIGATION, A DEBT OR A LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, OR CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER.

IF A PASS-THROUGH CERTIFICATE IS ISSUED BY FANNIE MAE AND ACQUIRED BY THE RELATED TRUSTEE AS COLLATERAL FOR THE RELATED BOND ISSUE, FANNIE MAE'S OBLIGATIONS WILL BE SOLELY AS PROVIDED IN THE PASS-THROUGH CERTIFICATE AND IN THE FANNIE MAE MBS PROSPECTUS AND THE RELATED FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE (AS DEFINED HEREIN). THE OBLIGATIONS OF FANNIE MAE UNDER EACH PASS-THROUGH CERTIFICATE WILL BE OBLIGATIONS SOLELY OF FANNIE MAE, A FEDERALLY CHARTERED CORPORATION, AND WILL NOT BE BACKED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THE BONDS ARE NOT AND WILL NOT BE A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OF AMERICA OR OF FANNIE MAE. THE BONDS ARE NOT AND WILL NOT BE GUARANTEED BY THE FULL FAITH AND CREDIT OF FANNIE MAE OR THE UNITED STATES OF AMERICA.

Each Bond issue is offered when, as and if issued and received by the Underwriter, and subject to the delivery of the approving legal opinion with respect to such Bond issue of Bracewell LLP, Austin, Texas, Bond Counsel to the Issuer, and to certain other conditions. Certain legal matters will be passed upon for the Issuer by McCall, Parkhurst & Horton L.L.P., Dallas, Texas and Mahomes Bolden PC, Dallas, Texas. Certain legal matters will be passed upon for Fannie Mae by its Office of General Counsel and by its Special Counsel, DLA Piper LLP (US). Certain legal matters will be passed upon for each Borrower by its Counsel, Levitt & Boccio, LLP, New York, New York, Locke Lord LLP, Austin, Texas, and The Law Offices of Dominic Audio, Austin, Texas. Jefferies LLC will serve as Underwriter ("Underwriter"). Certain legal matters will be passed upon for the Underwriter by its Counsel, Norris George & Ostrow PLLC, Washington, D.C. Certain financial advisory services will be provided to the Issuer by George K. Baum & Company. It is expected that each Bond issue will be available for delivery in New York, New York through the facilities of DTC on or about October 17, 2017.

Jefferies

Dated: October 5, 2017

† CUSIP numbers have been assigned by an independent company not affiliated with the Issuer and are included solely for the convenience of the owners of each Bond issue. Neither the State nor the Issuer is responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or the related Pass-Through Certificate or as indicated above. The CUSIP number for a specific maturity of a Bond issue is subject to being changed after the issuance of that Bond issue as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of each Bond issue.

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 Bonds to any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. No dealer, broker, salesman or other person has been authorized by the Issuer, the Borrowers, Fannie Mae or the Underwriter to give any information or to make any representations other than as contained in this Official Statement. 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 set forth herein has been obtained from the Issuer; Fannie Mae; each Borrower (in the case of information contained herein relating to each Borrower, the related Mortgage Loan and the related Project); and other sources which are believed to be reliable. Such information herein is not guaranteed as to accuracy or completeness, and is not to be construed as a representation by any of such sources as to information from any other source. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer, Fannie Mae or the Borrowers, since the date hereof.

The information set forth herein relating to the Issuer under the headings “THE ISSUER” and “NO LITIGATION – The Issuer” has been obtained from the Issuer. The Issuer has not reviewed or approved any information in this Official Statement except the information relating to the Issuer under the foregoing headings. The information herein is subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall under any circumstances create any implication that there has been no change in the affairs of the Issuer since the date hereof. The Issuer has not and will not agree to provide any annual financial statements or other credit information of the Issuer to investors on a periodic basis.

The Underwriter has reviewed the information in this Official Statement in accordance with, and as part of, its responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriter does not guarantee the accuracy or completeness of such information.

Fannie Mae has not provided or approved any information in this Official Statement except with respect to information under the caption “FANNIE MAE” and APPENDIX H – “FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE.” Fannie Mae has not provided or approved the information under the caption “SUMMARY OF THE PASS-THROUGH CERTIFICATE ANTICIPATED TO BE ISSUED IN CONNECTION WITH EACH MORTGAGE LOAN,” except for the information set forth in the last sentence of the first paragraph thereof and takes no responsibility for any other information contained in this Official Statement, and makes no representation as to the contents of this Official Statement. Without limiting the foregoing, Fannie Mae makes no representation as to the suitability of the Bonds for any investor, the feasibility or performance of the Projects, or compliance with any securities, tax or other laws or regulations. Fannie Mae’s role with respect to the Bonds is limited to delivering the Pass-Through Certificate described herein to the Trustee.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITER MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE 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 UNDERWRITER MAY OFFER AND SELL THE BONDS TO CERTAIN DEALERS AND DEALER BANKS AND OTHERS AT A PRICE LOWER THAN THE PUBLIC OFFERING PRICE STATED ON THE COVER PAGE HEREOF AND SAID PUBLIC OFFERING PRICE MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITER.

THE BONDS HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION, NOR HAS THE SECURITIES AND EXCHANGE COMMISSION OR ANY STATE SECURITIES COMMISSION PASSED UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT.

Except for any information provided by Wilmington Trust, National Association, concerning the Trustee, Wilmington Trust, National Association, has no responsibility for any information in this Official Statement. Wilmington Trust, National Association, in its capacity as Trustee, assumes no responsibility for the accuracy or completeness of the information concerning the Issuer or any of the Borrowers or their respective affiliates or any other party contained in this document or the related documents or for any failure by the Issuer or any of the Borrowers or any other party to disclose events that may have occurred and may affect the significance or accuracy of such information.

TABLE OF CONTENTS

	Page
SUMMARY OF THE BONDS	1
SUMMARY OF THE PASS-THROUGH CERTIFICATE ANTICIPATED TO BE ISSUED IN CONNECTION WITH EACH MORTGAGE LOAN	6
THE ISSUER.....	11
THE MORTGAGE LOANS.....	13
THE PROJECTS AND THE PRIVATE PARTICIPANTS	14
FANNIE MAE.....	20
DESCRIPTION OF THE BONDS	20
BOOK-ENTRY ONLY SYSTEM	26
ANTICIPATED APPLICATION OF FUNDS.....	28
SECURITY FOR THE BONDS.....	28
CERTAIN BONDHOLDERS’ RISKS.....	29
CONTINUING DISCLOSURE.....	31
FINANCIAL ADVISOR.....	31
TAX MATTERS	32
NO LITIGATION.....	34
CERTAIN LEGAL MATTERS	35
LEGALITY OF BONDS FOR INVESTMENT AND DEPOSIT	35
UNDERWRITING	35
RATING.....	35
FURTHER INFORMATION	36
MISCELLANEOUS.....	36
APPENDIX A DEFINITIONS OF CERTAIN TERMS	A-1
APPENDIX B SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURES	B-1
APPENDIX C SUMMARY OF CERTAIN PROVISIONS OF THE FINANCING AGREEMENTS	C-1
APPENDIX D SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENTS	D-1
APPENDIX E PROPOSED FORM OF OPINION OF BOND COUNSEL	E-1
APPENDIX F FORM OF CONTINUING DISCLOSURE AGREEMENT	F-1
APPENDIX G TERM SHEETS	G-1
APPENDIX H FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE	H-1

[THIS PAGE INTENTIONALLY LEFT BLANK]

TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS

\$24,000,000
Multifamily Housing Revenue Bonds
(Fannie Mae MBS Collateralized Pass-Through –
Casa Inc. Apartments), Series 2017

\$5,700,000
Multifamily Housing Revenue Bonds
(Fannie Mae MBS Collateralized Pass-Through –
Nuestro Hogar Apartments), Series 2017

\$5,000,000
Multifamily Housing Revenue Bonds
(Fannie Mae MBS Collateralized Pass-Through – Casa Brendan Apartments), Series 2017

This Official Statement (including the cover page, the inside cover page and appendices) provides certain information concerning the Issuer in connection with the sale of each of the three above-captioned Bond issues (collectively, the “Bonds”).

Each Bond issue is authorized to be issued under the provisions of Chapter 2306, Texas Government Code, as amended (the “Act”), and pursuant to an Indenture of Trust, dated as of October 1, 2017 (each, an “Indenture” and collectively, the “Indentures”) between the Texas Department of Housing and Community Affairs (the “Issuer”) and Wilmington Trust, National Association, as Trustee for each Bond issue (the “Trustee”). Pursuant to each Indenture, the related Bond issue issued thereunder is equally and ratably secured by the pledges and covenants contained therein. **Each Bond issue is separate and apart from the other Bond issues. There is no cross-collateralization or cross-default between any of the Bond issues. Purchasers of Bonds of an issue shall have no rights to or under the other Bond issues.** Certain defined terms used herein are set forth in APPENDIX A hereto.

SUMMARY OF THE BONDS

This summary highlights information contained elsewhere in this Official Statement. As a summary, it speaks in general terms without giving details or discussing any exceptions. Before buying any issuance of bonds, a prospective purchaser should have the information necessary to make a fully informed investment decision. For that, a prospective purchaser must read this Official Statement in its entirety (and any documents to which we refer a prospective purchaser in this Official Statement).

The Issuer..... The Issuer is a public and official agency of the State of Texas (the “State”). The Issuer is empowered pursuant to the Act to issue its bonds for the purposes, among others, of financing the acquisition, rehabilitation and equipping of multifamily residential rental projects.

Limited Obligations..... **The Bonds of each Bond issue, together with interest thereon, and redemption premium, if any, are not general obligations of the Issuer, but are special, limited obligations of the Issuer secured by the Trust Estate for such Bond issue, are and will always be payable solely from the revenues and income derived from the Trust Estate for such Bond issue (except to the extent paid out of moneys attributable to proceeds of each Bond issue or the income from the temporary investment thereof), and are and will always be a valid claim of the owner thereof only against the revenues and income derived from the related Trust Estate, which revenues and income may be used for no other purpose than to pay the principal installments of, redemption premium, if any, and interest on the Bonds of that Bond issue, except as may be expressly authorized otherwise in the related Indenture and in the related Financing Agreement. Each Bond issue and the obligation to pay interest thereon and redemption premium, if any, does not now and will never constitute a debt or an obligation of the State or any political subdivision thereof and neither the state nor any political subdivision thereof will be liable therefor. Each Bond issue is not and does not create or constitute in any**

way an obligation, a debt or a liability of the State or any political subdivision thereof, or create or constitute a pledge, giving or lending of the faith, credit, or taxing power of the state or any political subdivision thereof. The Issuer has no taxing power.

If a Pass-Through Certificate is issued by Fannie Mae and acquired by the related Trustee as collateral for the related Bond issue, Fannie Mae's obligations will be solely as provided in the Pass-Through Certificate and in the Fannie Mae MBS prospectus and the related form of prospectus supplement for MBS Certificate (as defined herein). The obligations of Fannie Mae under each Pass-Through Certificate will be obligations solely of Fannie Mae, a federally chartered corporation, and will not be backed by the full faith and credit of the United States of America. The Bonds are not and will not be a debt of the United States of America or any other agency or instrumentality of the United States of America or of Fannie Mae. The Bonds are not and will not be guaranteed by the full faith and credit of Fannie Mae or the United States of America.

The Borrowers..... (i) THF Casa, LP, a Texas limited partnership (the "Casa Inc. Borrower"); (ii) THF Nuestro Hogar, LP, a Texas limited partnership (the "Nuestro Hogar Borrower"); and (ii) THF Casa Brendan, LP, a Texas limited partnership (the "Casa Brendan Borrower," and together with the Casa Inc. Borrower and the Nuestro Hogar Borrower, the "Borrowers") Each Borrower is a single asset entity formed for the specific purpose of acquiring a ground lease interest in the land on which its respective Project is located, and rehabilitating its respective Project. See "THE PROJECTS AND THE PRIVATE PARTICIPANTS."

The Projects..... One project, known as Casa Inc. (the "Casa Inc. Project") and located on a site ground leased by the Casa Inc. Borrower, is an approximately 200-unit multifamily rental housing development in Fort Worth, Texas. A second project, known as Nuestro Hogar (the "Nuestro Hogar Project") and located on a site ground leased by the Nuestro Hogar Borrower, is an approximately 65-unit multifamily rental housing development in Arlington, Texas. A third project, known as Casa Brendan (the "Casa Brendan Project," and together with the Casa Inc. Project and the Nuestro Hogar Project, the "Projects") and located on a site ground leased by the Casa Brendan Borrower, is an approximately 86-unit multifamily rental housing development in Stephenville, Texas. See "THE PROJECTS."

The Bonds, the Mortgage Loans and the Pass-Through Certificates..... Each Bond issue will be issued under the provisions of a separate Indenture of Trust dated as of October 1, 2017 between the Issuer and the related Trustee. The Bonds will be issued in book-entry form only, in the name of Cede & Co., as registered owner and nominee of The Depository Trust Company, New York, New York ("DTC"), as fully registered bonds in the denomination of \$1.00 or any integral multiple thereof.

Each Bond issue is being issued by the Issuer to finance a portion of the cost of the acquisition and rehabilitation of the related Project and pay certain additional costs related thereto.

Upon the issuance of each Bond issue, Bond proceeds in an amount equal to the interest thereon to the Mandatory Redemption Date (together with accrued interest, if any) will be deposited to the Collateral Security Interest Account of the Collateral Security Fund under the related Indenture, and the balance of

the Bond proceeds of the Bond issue will be deposited into the Proceeds Fund under the related Indenture. Pursuant to the terms of a Financing Agreement dated as of October 1, 2017 (each, a “Financing Agreement,” and together, the “Financing Agreements”) among the Issuer, the related Trustee, the related Borrower and the related Lender, Bond proceeds of a Bond issue deposited into the Proceeds Fund will (i) be used to pay or reimburse the related Borrower for payment of certain costs of the related Project or (ii) will be deposited to a Rehabilitation Account of the related Proceeds Fund and used as directed by the related Lender for rehabilitation of the related Project. Bond proceeds of each Bond issue (other than amounts deposited to the related Collateral Security Interest Account deposited to the Collateral Security Principal Account) shall not be part of the related Trust Estate securing repayment of that Bond issue.

The Bonds of each Bond issue will initially be collateralized, in part, by the deposit into the Collateral Security Principal Account of the Collateral Security Fund under the Indenture of the proceeds received from the assignment to the Lender of a first mortgage loan (separately, the “Casa Inc. Mortgage Loan,” the “Nuestro Hogar Mortgage Loan,” and the “Casa Brendan Mortgage Loan,” and together, the “Mortgage Loans”) on the related Project to be made by the Issuer to the related Borrower and fully funded in an amount equal to the original principal amount of the related Bond issue on the date of issuance of that Bond issue (such related assigned Mortgage Loan being referred to herein as the related “Assigned Loan”). Each Bond issue will be further collateralized by the deposit to the related Collateral Security Interest Account of the Collateral Security Fund of Bond proceeds of that Bond issue in an amount sufficient to pay the interest on the Bonds to December 27, 2017 (the “Mandatory Redemption Date”). The Trustee will use moneys on deposit in the Collateral Security Fund under the related Indenture to acquire a Guaranteed Mortgage Pass-Through Certificate (each, a “Pass-Through Certificate”), backed by the Mortgage Loan on the related Project, and to be issued by Fannie Mae, upon satisfaction of the conditions set forth in the related Indenture and upon satisfaction of the conditions precedent to the issuance of the related Pass-Through Certificate and compliance with the commitment between Fannie Mae and the related Lender.

It is anticipated that the conditions to the issuance of each Pass-Through Certificate will be satisfied and that each of the Pass-Through Certificates will be available for acquisition by the related Trustee prior to November 28, 2017 (the “First Payment Date”), and in any event prior to the Mandatory Redemption Date, unless such Purchase Date with respect to a Pass-Through Certificate (as defined herein) is extended as provided in the related Indenture. Payments of principal and interest on the related Bond issue will initially be payable from funds (including accrued interest, if any) on deposit in the related Collateral Security Fund until the month following the Purchase Date, at which time payments in an amount equal to the principal and interest paid on the related Pass-Through Certificate, if issued, will be passed through to Bondholders of the related Bond issue on the Payment Date of that Bond issue (as defined below – see “Bond Payment Dates”).

Extraordinary Redemption For
Failure to Purchase Pass-Through
Certificate.....

If a Pass-Through Certificate is not acquired by the Trustee for a Bond issue prior to the Mandatory Redemption Date (as such date may be extended pursuant to the related Indenture) the related Bond issue will be redeemed at a redemption price of par (each, an “Original Issue Price”), plus interest accrued on such Bond issue to the Mandatory Redemption Date (as such date may be

extended under each Indenture), from moneys on deposit in the Collateral Security Fund under the related Indenture.

Bond Payment Dates..... Payments of interest on each Bond issue will commence on the First Payment Date. Payment Date (on each Bond issue) means (i) the First Payment Date, (ii) prior to the Purchase Date and prior to the Mandatory Redemption Date, as such date may be extended pursuant to the related Indenture, the 26th day of the month (or the next Business Day if the 26th is not a Business Day), and (iii) after the Purchase Date, one Business Day after each date principal, interest, or premium, if any, payment is made pursuant to the related Pass-Through Certificate (which shall be the 25th day of the month, or the next Business Day if the 25th is not a Business Day, after payment is due on the underlying Mortgage Loan). The payment of interest on a Payment Date is the interest accrued on the related Mortgage Loan and the related Pass-Through Certificate at the Pass-Through Rate during the preceding calendar month. For example, with respect to a Pass-Through Certificate, if a Pass-Through Certificate is acquired by the related Trustee prior to the First Payment Date (November 28, 2017), then on such date the Bondholders will receive a payment of interest on the Bonds in an amount equal to the interest at the Pass-Through Rate which is equal to the interest rate on the Bonds, which accrued on the related Bond issue during the month of October 2017. Except as otherwise described herein with respect to certain payments prior to the Purchase Date, the Bonds of each Bond issue are pass-through securities designed to pass through to registered owners of the related Bond issue principal and interest payments on the related Pass-Through Certificate one Business Day after their receipt by the related Trustee. There shall be no further accrual of interest from the Maturity Date (November 1, 2033) to the final Payment Date on the Bonds (November 28, 2033). Because of this lag in payment of principal and interest inherent in the payment terms of each Pass-Through Certificate and the one (additional) Business Day lag in payment inherent in each Bond issue, the effective yield on the Bonds will be lower than the Pass-Through Rate on the related Pass-Through Certificate and the stated interest rate on the Bonds.

Interest Payments on the Bonds..... Prior to the Purchase Date and in the month the Purchase Date occurs, interest payments on each Bond issue will equal accrued interest on that Bond issue to the next Payment Date. After the month in which the Purchase Date occurs, interest payments on each Bond issue will equal interest payments received by the related Trustee on each Distribution Date (as defined herein) for the related Pass-Through Certificate, which is expected to commence on December 26, 2017. Although interest accrues on each Pass-Through Certificate during a calendar month, as described above, Fannie Mae will not distribute interest to the related Trustee as certificateholder until the Distribution Date in the following calendar month. Interest on each Bond issue shall be calculated on an "Actual/360" basis. "Actual/360" means a computation of interest accrual on the basis of a three hundred sixty (360) day year and the actual number of calendar days during the applicable month, calculated by multiplying the unpaid principal balance of that Bond issue by the Pass-Through Rate, dividing the product by three hundred sixty (360), and multiplying the quotient obtained by the actual number of days elapsed in the applicable month.

Principal Payments on the Bonds..... Prior to the Purchase Date and in the month the Purchase Date occurs, principal payments on each Bond issue will equal the amount set forth in the related Mortgage Loan amortization schedule on the first day of the month in which such Payment Date occurs. After the month in which the Purchase Date

occurs, principal payments on each Bond issue will equal principal payments received by the related Trustee on the related Pass-Through Certificate on each Distribution Date for the Pass-Through Certificate. The final principal payment on each Pass-Through Certificate will occur on November 25, 2033, which principal payment will pass through to the registered owners of the related Bond issue on November 28, 2033.

Regularly scheduled payments of principal (and interest) on each Mortgage Loan will be passed through monthly on the related Pass-Through Certificate. Unscheduled principal payments on the Mortgage Loans also will be passed through on the related Pass-Through Certificate, and the related Bond issue, including a portion of any prepayment premium due to yield or fee maintenance on the related Mortgage Loan from a voluntary prepayment prior to October 31, 2032.

Effective Yield on Bonds
Lower Than Interest Rate on
Pass-Through
Certificate.....

As stated above, because of the lag in payments of interest and principal inherent in each Pass-Through Certificate and the one (additional) Business Day (as defined in the Indenture) lag in payment inherent in each Bond issue, the effective yield on the Bonds will be lower than the Pass-Through Rate on the related Pass-Through Certificate and the stated interest rate on the related Bond issue.

Tax Exemption.....

Each of the Casa Inc. Bonds, the Casa Brendan Bonds and the Nuestro Hogar Bonds will be treated as a separate issue of bonds for federal income tax purposes and compliance with the federal tax rules will be determined separately for each Bond issue.

On the date of delivery of each Bond issue, Bracewell LLP, Bond Counsel, will deliver its opinion that, assuming compliance with certain covenants and based on certain representations, under existing law, (i) interest on such Bond issue is excludable from gross income for federal income tax purposes, except with respect to interest on any Bond of such Bond issue for any period during which it is held by a “substantial user” of the related Project or a “related person” of such a “substantial user” within the meaning of Section 147(a) of the Internal Revenue Code of 1986, as amended and (ii) interest on such Bond issue is not an item of tax preference includable in alternative minimum taxable income for purposes of calculating the alternative minimum tax on individuals and corporations. See “TAX MATTERS” herein.

Limited Role of Fannie Mae

IF A PASS-THROUGH CERTIFICATE IS ISSUED BY FANNIE MAE AND ACQUIRED BY THE RELATED TRUSTEE AS COLLATERAL FOR THE RELATED BOND ISSUE, FANNIE MAE’S OBLIGATIONS WILL BE SOLELY AS PROVIDED IN THE PASS-THROUGH CERTIFICATE AND IN THE FANNIE MAE MBS PROSPECTUS AND THE RELATED FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE. THE OBLIGATIONS OF FANNIE MAE UNDER EACH PASS-THROUGH CERTIFICATE WILL BE OBLIGATIONS SOLELY OF FANNIE MAE, A FEDERALLY CHARTERED CORPORATION, AND WILL NOT BE BACKED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THE BONDS ARE NOT AND WILL NOT BE A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OF AMERICA OR OF FANNIE MAE. THE BONDS ARE NOT AND WILL NOT BE GUARANTEED BY THE FULL FAITH AND CREDIT OF FANNIE MAE OR THE UNITED STATES OF AMERICA.

**SUMMARY OF THE PASS-THROUGH CERTIFICATE
ANTICIPATED TO BE ISSUED IN CONNECTION WITH EACH MORTGAGE LOAN**

The information below is a summary of the terms of the Pass-Through Certificate which is anticipated to be issued by Fannie Mae and acquired by each Trustee as collateral for the related Bond issue if and to the extent the conditions relating to the issuance and acquisition of such Pass-Through Certificate set forth in the commitment between Fannie Mae and the related Lender, and the conditions to acquisition of such Pass-Through Certificate by the related Trustee set forth in the related Indenture, are satisfied within the time permitted in the related Indenture. As described elsewhere herein, each Mortgage Loan will have been made by the Issuer and assigned to the related Lender in exchange for an amount equal to the par amount of the related Bond issue on the date of issuance of such Bond issue, but the related Pass-Through Certificate will not have been issued on that date. The purchase of each Pass-Through Certificate by the related Trustee to serve as collateral for the related Bond issue is conditioned, pursuant to the related Indenture, on the terms for each Bond issue and conditions of the Pass-Through Certificate being consistent with the terms and conditions in the related Term Sheet attached as APPENDIX G hereto and in the related Indenture and to the satisfaction of the conditions relating to the issuance and acquisition of the Pass-Through Certificate set forth in the commitment between Fannie Mae and the related Lender. This summary of the terms of each Pass-Through Certificate is qualified in its entirety by reference to the Fannie Mae MBS Prospectus for Guaranteed Mortgage MBS Certificates (Multifamily Residential Mortgage Loans) (which can be found at http://www.fanniemae.com/syndicated/documents/mbs/mbspros/MF_August_1_2014.pdf) (the “Fannie Mae MBS Prospectus”) and the form of Prospectus Supplement attached hereto as APPENDIX H (the “Prospectus Supplement for MBS Certificate”).

Pass-Through Certificates..... Guaranteed Mortgage MBS Certificates (Multifamily Residential Mortgage Loans).

Pass-Through Certificate Issuer and Guarantor..... Fannie Mae, a government-sponsored enterprise that was chartered by the U.S. Congress in 1938 under the name “Federal National Mortgage Association” to support liquidity and stability in the secondary mortgage market, where existing mortgage loans are purchased and sold. The address of its principal office is 3900 Wisconsin Avenue NW, Washington, DC 20016; the telephone number is 202-752-7000.

Fannie Mae has been under conservatorship since September 6, 2008. The conservator, the Federal Housing Finance Agency, succeeded to all rights, titles, powers and privileges of Fannie Mae and of any shareholder, officer or director of the company with respect to the company and its assets. For additional information on the conservatorship, see “**FANNIE MAE — Regulation and Conservatorship**” in the Fannie Mae MBS Prospectus.

Fannie Mae’s regulators include the Federal Housing Finance Agency, the U.S. Department of Housing and Urban Development (“HUD”), the Securities and Exchange Commission (the “SEC”), and the U.S. Department of the Treasury (the “Treasury”). The Office of Federal Housing Enterprise Oversight, the predecessor of the Federal Housing Finance Agency, was Fannie Mae’s safety and soundness regulator prior to enactment of the Federal Housing Finance Regulatory Reform Act of 2008.

On September 7, 2008, Fannie Mae entered into a senior preferred stock purchase agreement with the Treasury pursuant to which Fannie Mae issued to it one million shares of senior preferred stock and a warrant to purchase, for a nominal price, shares of common stock equal to 79.9% of the outstanding common stock of Fannie Mae. **Nevertheless, Fannie Mae alone is responsible for making payments under its guaranty. The Pass-Through Certificate if issued by Fannie Mae and acquired by the related Trustee and payments of principal and interest on the Pass-Through Certificate will not be guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae.**

Description of Pass-Through Certificates.....	Each Pass-Through Certificate if issued by Fannie Mae and acquired by the related Trustee will represent a pro rata undivided beneficial ownership interest in the related Mortgage Loan. Fannie Mae will issue each Pass-Through Certificate in book-entry form on the book-entry system of the U.S. Federal Reserve Bank.
Relationship of Bonds, Pass-Through Certificates and Mortgage Loans.....	The payment and other obligations of the Issuer with respect to each Bond issue are intended to be, and shall be, independent of the payment and other obligations of the issuer or maker of the related Mortgage Note (as hereinafter defined) and the related Pass-Through Certificate, if issued by Fannie Mae and acquired by the related Trustee, even though the principal amount of all three instruments is expected to be identical, except in the case of a default with respect to one or more of the instruments.
Pool Numbers.....	Casa Inc.: AN7074 Nuestro Hogar: AN7075 Casa Brendan: AN7073
Dated Date for Each Pass-Through Certificate.....	November 1, 2017
Pass-Through Rate.....	Casa Inc.: 3.15% per annum Nuestro Hogar: 3.15% per annum Casa Brendan: 3.15% per annum
Original Principal Amount for Each Pass-Through Certificate.....	Casa Inc.: \$24,000,000 Nuestro Hogar: \$5,700,000 Casa Brendan: \$5,000,000
Anticipated Settlement Date for Each Pass-Through Certificate.....	November 16, 2017.
Distribution Date.....	The "Distribution Date" is the 25th day of each month which is the date designated for payments to the related Trustee as holder of the Pass-Through Certificate, if issued. If that day is not a Business Day, payments will be made on the next Business Day. The first Distribution Date for each Pass-Through Certificate will occur in the month following the month in which the Pass-Through Certificate is issued. Each Pass-Through Certificate is expected to be issued in November 2017.
Maturity Date for Each Bond Issue.....	November 1, 2033.
Interest.....	On each Distribution Date, Fannie Mae will pass through on each Pass-Through Certificate, if issued, one month's interest at the Pass-Through Rate. Interest on the Pass-Through Certificate shall be calculated on an "Actual/360" basis. "Actual/360" means a computation of interest accrual on the basis of a three hundred sixty (360) day year and the actual number of calendar days during the applicable month, calculated by multiplying the unpaid principal balance of the Pass-Through Certificate by the Pass-Through Rate, dividing the product by three hundred sixty (360), and multiplying the quotient obtained by the actual number of days elapsed in the applicable month.

Because Fannie Mae's guaranty requires it to supplement amounts received by the trust as required to permit timely payment of interest, the amount of interest distributed to certificateholders on a Distribution Date will **not** be affected by any loss mitigation measure, taken with respect to, or other loan modification made to, the Mortgage Loan while it remains in the trust.

As described under the caption MATERIAL FEDERAL INCOME TAX CONSEQUENCES in APPENDIX H – "FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE" herein, the Pass-Through Certificates and payments on the Pass-Through Certificates, including interest payments thereon, are subject to federal income taxation. Such interest payments only become excluded from gross income for federal income tax purposes, to the extent described elsewhere herein, when applied by the related Trustee to pay interest due on the related Bond issue. See "TAX MATTERS" herein.

Principal.....

Fannie Mae will receive collections on each Mortgage Loan on a monthly basis. The period Fannie Mae uses to differentiate between collections in one month and collections in another month is called the due period. The due period is the period from and including the second calendar day of the preceding month in which the Distribution Date occurs to and including the first calendar day of the month in which the Distribution Date occurs.

On each Distribution Date, Fannie Mae will pass through principal of each of the Pass-Through Certificate, if issued, as follows:

- the aggregate amount of the scheduled principal due on the related Mortgage Loan in the pool during the related due period; and
- the aggregate amount of the unscheduled principal payments specified below:
 - the stated principal balance of the related Mortgage Loan as to which prepayment in full was received during the calendar month immediately preceding the month in which that Distribution Date occurs;
 - the stated principal balance of the related Mortgage Loan if it was purchased from the pool during the calendar month immediately preceding the month in which that Distribution Date occurs; and
 - the amount of any partial prepayments on the related Mortgage Loan that were received during the calendar month immediately preceding the month in which that Distribution Date occurs.

Because Fannie Mae's guaranty requires it to supplement amounts received by the trust as required to permit timely payment of the principal amounts specified above, the amount of principal distributed to certificateholders on a Distribution Date will **not** be affected by any loss mitigation measure, taken with respect to, or other loan modification made to, the related Mortgage Loan while it remains in the trust.

Fannie Mae may treat a prepayment in full received on the first Business Day of a month as if the prepayment were received on the last Business Day of the

preceding month. Fannie Mae passes through these prepayments on the Distribution Date in the same month in which the prepayment actually was received. For example, if a prepayment on a Mortgage Loan in full is actually received on the first Business Day of April, it would be treated as if it had been received on the last business day of March and, therefore, would be passed through on April 25 (or the next Business Day, if April 25 is not a Business Day).

Each Mortgage Loan permits the reamortization of principal after a permitted voluntary prepayment or an involuntary prepayment caused by the receipt of proceeds from insurance or condemnation. A reamortization of a Mortgage Loan will cause a change in the rate at which principal is passed through to holders of the related Pass-Through Certificate.

Monthly Pool Factors..... On or about the fourth Business Day of each month, Fannie Mae publishes the monthly pool factor for each issuance of its Certificates. If an investor multiplies the monthly pool factor by the original principal balance of the Pass-Through Certificate, the investor will obtain the current principal balance of the Pass-Through Certificate, after giving effect to the monthly principal payment to be passed through on the Distribution Date in that month. The most current pool factor is generally available in Fannie Mae’s Multifamily Securities Locator Service application on Fannie Mae’s Web site.

Guaranty..... Fannie Mae guarantees to each trust that on each Distribution Date it will supplement amounts received by the trust as required to permit payments on the related Pass-Through Certificate in an amount equal to:

- the aggregate amounts of scheduled and unscheduled principal payments described in “—Principal” above, and
- an amount equal to one month’s interest on the Pass-Through Certificate, as described in “—Interest” above.

In addition, Fannie Mae guarantees to the related trust that it will supplement amounts received by the trust as required to make the full and final payment of the unpaid principal balance of the related certificates on the Distribution Date in the month of the maturity date specified in the prospectus supplement. Fannie Mae’s guaranty runs directly to the trust and not directly to certificateholders. Certificateholders have limited rights to bring proceedings directly against Fannie Mae to enforce its guaranty. See “**THE TRUST DOCUMENTS – Certificateholders’ Rights Upon a Guarantor Event of Default**” in the Fannie Mae MBS Prospectus. While Fannie Mae is in the current conservatorship, the conservator does not have the right to repudiate Fannie Mae’s guaranty on the Pass-Through Certificate. However, if Fannie Mae is placed into receivership, or if Fannie Mae emerges from conservatorship and is then again placed into conservatorship, the receiver or conservator, as applicable, will have the right to repudiate Fannie Mae’s guaranty on the Pass-Through Certificate. See “**RISK FACTORS – RISKS RELATING TO CREDIT – Fannie Mae Credit Factors**” in the Fannie Mae MBS Prospectus.

Under certain circumstances, certificateholders have certain limited rights to bring proceedings against the Treasury if Fannie Mae fails to pay under its guaranty. The total amount that may be recovered from the Treasury is subject to limits imposed in the senior preferred stock purchase agreement. For a description of certificateholders’ rights to proceed against the Treasury, see “**FANNIE MAE – Certificateholders’ Rights Under the Senior Preferred Stock Purchase Agreement**” in the Fannie Mae MBS Prospectus.

Optional Prepayment Premium.....	Each Mortgage Loan provides for payment of a prepayment premium on such Mortgage Loan, based on a yield maintenance formula if a Borrower elects to prepay the related Mortgage Loan on any date from and including the Closing Date through and including October 31, 2027, or based on a fee maintenance formula equal to 1% of the related Mortgage Loan amount outstanding if a Borrower elects to prepay the related Mortgage Loan on any date from and including November 1, 2027 through and including October 31, 2032. See “APPENDIX G – TERM SHEETS” herein. As set forth in the form of Prospectus Supplement for MBS Certificate attached as APPENDIX H hereto, each Trustee, as holder of the related Pass-Through Certificate would receive a portion of that payment, as further described in the Prospectus Supplement for MBS Certificate under “Voluntary Prepayment of the Mortgage Loan – Calculation of Total Yield Maintenance Prepayment Premiums.” Any premium received by the related Trustee will be passed through to Bondholders of the related Bond issue. Fannie Mae does not guarantee to any trust the payment of any prepayment premiums.
Business Day.....	For each Pass-Through Certificate, if issued, any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent is closed, a day when the Federal Reserve Bank of New York is closed, or a day when the Federal Reserve Bank is closed in a district where a certificate account is located if the related withdrawal is being made from that certificate account.
Trust Agreement.....	If issued, each Pass-Through Certificate will be issued pursuant to the Multifamily Master Trust Agreement effective as of October 1, 2010, as supplemented by an issue supplement for that issuance. Certain pertinent provisions of the trust agreement in the Fannie Mae MBS Prospectus. The trust agreement may be found on Fannie Mae’s Web site. http://www.fanniemae.com
Paying Agent.....	An entity designated by Fannie Mae to perform the functions of a paying agent. The Federal Reserve Bank of New York currently serves as Fannie Mae’s paying agent for certificates such as the Pass-Through Certificates.
The Mortgage Loans.....	Each Mortgage Loan is secured by a first mortgage lien. The Casa Inc. Mortgage Loan is in the original principal amount of \$24,000,000; bears interest at the rate of 4.11% per annum; amortizes over 35 years beginning December 1, 2017 and has a balloon maturity on November 1, 2033. The Nuestro Hogar Mortgage Loan is in the original principal amount of \$5,700,000; bears interest at the rate of 4.11% per annum; amortizes over 35 years beginning December 1, 2017 and has a balloon maturity on November 1, 2033. The Casa Brendan Mortgage Loan is in the original principal amount of \$5,000,000; bears interest at the rate of 4.11% per annum; amortizes over 35 years beginning December 1, 2017 and has a balloon maturity on November 1, 2033 See “APPENDIX G – TERM SHEETS” herein.

Descriptions of the Bonds and sources of payment, the Issuer, the Borrowers, the Projects, the Mortgage Loans, the Pass-Through Certificates (if issued), the Indentures and certain related agreements are included in this Official Statement. All summaries or descriptions herein of documents and agreements are qualified in their entirety by reference to such documents and agreements and all summaries herein of the Bonds are qualified in their entirety by reference to the Indentures and the provisions with respect thereto included in the aforesaid documents and agreements. Copies of the Indentures are available for inspection at the office of the Issuer. Each Borrower will provide certain information on an ongoing basis to the Municipal Securities Rulemaking Board (the “MSRB”). For a description of each Borrower’s undertaking with respect to ongoing disclosure, see “CONTINUING DISCLOSURE.”

THE ISSUER

General

The Issuer, a public and official agency of the State was created pursuant to and in accordance with the Act. The Issuer is the successor agency to the Texas Housing Agency (the “Agency”) and the Texas Department of Community Affairs, both of which were abolished by the Act and their functions and obligations transferred to the Issuer. One of the purposes of the Issuer is to provide for the housing needs of individuals and families of low, very low and extremely low income and families of moderate income in the State. Pursuant to the Act, the Issuer may issue bonds, notes or other obligations to finance or refinance residential housing and to refund bonds previously issued by the Agency, the Issuer or certain other quasi-governmental issuers. The Act specifically provides that the revenue bonds of the Agency become revenue bonds of the Issuer.

The Issuer is subject to the Texas Sunset Act (Chapter 325, Texas Government Code, as amended, hereinafter referred to as the “Sunset Act”), and its continued existence is subject to a review process that resulted in passage of legislation in the Seventy-Eighth Legislative Session in 2003 which continued the Issuer in existence until September 1, 2011. House Bill 3361 extended the existence of the Issuer until September 2025, at which time it will be subject to review. The Sunset Act, however, recognizes the continuing obligation of the State to provide for the payment of bonded indebtedness incurred by a State agency abolished under the provisions thereof and provides that the Governor of the State shall designate an appropriate State agency to continue to carry out all covenants with respect to any bonds outstanding, including the payment of any bonds from the sources provided in the proceedings authorizing such bonds.

In the Act, the State also pledges and agrees with the holders of any bonds issued under the Act (such as the Bonds) that the State will not limit or alter the rights vested in the Issuer to fulfill the terms of any agreements made with the holders thereof that would in any way impair the rights and remedies of such holders until such bonds, together with the interest thereon, interest on any unpaid installments of interest and all costs and expenses incurred in connection with any action or proceeding by or on behalf of such holders are fully met and discharged.

Organization and Membership

Governing Board. The Issuer is governed by a governing board (the “Board”) consisting of seven public members appointed by the Governor, with the advice and consent of the State Senate. Board members hold office for six-year staggered terms. Each member serves until his or her successor is appointed and qualified. Each member is eligible for reappointment. Members serve without compensation, but are entitled to reimbursement for actual expenses incurred in performing their duties of office. The Act requires the Governor to make appointments so that the places on the Board are occupied by persons who have a demonstrated interest in issues related to housing and support services and who broadly reflect the geographic, economic, cultural and social diversity of the State, including ethnic minorities, persons with disabilities, and women.

The Governor of the State designates a member of the Board to serve as the presiding officer (the “Chair”) of the Board at the pleasure of the Governor. The Chair presides at all meetings and performs such other duties as may be prescribed from time to time by the Board and by the Act. In addition, the members of the Board elect one of its members as assistant presiding officer (the “Vice Chair”) to perform the duties of the Chair when the Chair is not present or is incapable of performing such duties. The Board also elects a Secretary and a Treasurer (which offices may be held by one individual, neither of which is required to be a Board member) to perform the duties prescribed by the Board.

One seat on the Board is currently vacant. The current members of the Board, their occupations and their terms of office are as follows:

J.B. GOODWIN, Chair and Board Member. CEO of JB Goodwin Realtors, Austin, Texas. His term expires January 31, 2021.

LESLIE BINGHAM-ESCAREÑO, Vice Chair and Board Member. Chief Executive Officer, Valley Baptist Medical Center-Brownsville. Her term expires January 31, 2019.

PAUL A. BRADEN, Board Member. Partner and Head of Public Finance for the United States at Norton Rose Fulbright, Dallas, Texas. His term expires January 31, 2023.

LEO VASQUEZ, Board Member. Executive Vice President of Cadeco Industries and related companies, Houston, Texas. His term expires January 31, 2023.

SHARON THOMASON, Board Member. President of Lubbock Land Company, Wolfforth, Texas. Her term expires January 31, 2021.

ASUSENA RESÉNDIZ, Board Member. San Antonio, Texas. Her term expires January 31, 2019.

All of the above Board members have been appointed by the Governor and confirmed by the State Senate. Texas law requires that confirmations of any such appointment be considered at the next legislative session, whether regular or special. Pursuant to Article XVI, Section 17, of the Texas Constitution, any Board member whose term has expired or who has tendered his or her resignation continues to serve until his or her successor has been appointed.

Administrative Personnel. The Act provides that the Issuer is to be administered by an Executive Director to be employed by the Board with the approval of the Governor. The Executive Director serves at the pleasure of the Board, but may also be removed by a newly elected Governor who did not approve the Executive Director's appointment by action taken within 90 days after such Governor takes office. The Executive Director is responsible for administering the Issuer and its personnel. The Executive Director may employ other employees necessary for the discharge of the duties of the Issuer, subject to the annual budget and the provisions of any resolution authorizing the issuance of the Issuer's bonds.

Currently, the Issuer has 275 employees. The following is a biographical summary of certain of the Issuer's senior staff members who have responsibility with respect to multi-family housing bond matters:

TIMOTHY K. IRVINE, Executive Director since September 16, 2011. Mr. Irvine has been a licensed attorney in Texas since 1976. He has been with the Issuer since January 2009 and was appointed General Counsel in March 2010 and Acting Director in June 18, 2011. His prior experience includes serving as an attorney for the Federal Reserve Bank of Dallas, heading the legal division and serving as secretary of Texas Commerce Bancshares and as General Counsel of its lead bank, heading the legal division and serving as secretary for Franklin Federal Bancorp as well as overseeing its mortgage banking, human resources, and other support functions, serving as a partner in the Austin office Locke Liddell & Sapp (now Locke Lord LLP), serving as General Counsel of the Texas Savings and Loan Department (now the Savings and Mortgage Lending), as Executive Director of the Issuer's Manufactured Housing Division, as Administrator of the Texas Real Estate Commission and Commissioner of the Texas Appraiser Licensing and Certification Board. He has a B.A. (1971) from Claremont McKenna College, an M.A. (1973) from Claremont Graduate University, and a J.D. (1975) from Willamette University.

MONICA GALUSKI, Director of Bond Finance. Ms. Galuski joined the Issuer in November 2014 with over 18 years in municipal finance, 14 of which were devoted to single family housing. She is responsible for the development and administration of the Issuer's Single Family Mortgage Revenue Bond Program and management of the Issuer's Taxable Mortgage Program. In addition, Ms. Galuski oversees ongoing compliance monitoring and disclosure requirements related to the Issuer's investment portfolio and single family and multifamily bond programs. Ms. Galuski earned a Bachelor of Science in Financial Management from Arizona State University.

JAMES "BEAU" ECCLES, General Counsel. J. Beau Eccles joined the Issuer in June 2015 as its General Counsel and is responsible for coordination of all internal and external legal counsel for the Issuer. Before joining the Issuer, Mr. Eccles served as an Assistant Texas Attorney General for thirteen years, including five years as

Deputy Chief, then two years as Chief, of the General Litigation Division. Mr. Eccles is a graduate of the Texas Tech School of Law, and received his B.A. from the University of Texas at Austin.

MARGARET “MARNI” HOLLOWAY, Director of the Multifamily Finance Division. Ms. Holloway joined the Issuer in May 2009 in the Neighborhood Stabilization Program. She moved to her current position in September 2015, where she is responsible for the oversight of the Issuer’s Multifamily Finance allocation and award processes for multiple fund sources. Ms. Holloway has more than 15 years of experience in real estate finance and affordable housing production. She attended St. Edward’s University.

The offices of the Issuer are located at 221 East 11th Street, Austin, Texas 78701-2410, and the telephone number for the Issuer is 512/475-3800 or toll-free 800/525-0657.

THE BONDS OF EACH BOND ISSUE, TOGETHER WITH INTEREST THEREON, ARE SPECIAL AND LIMITED OBLIGATIONS OF THE ISSUER PAYABLE SOLELY FROM THE REVENUES, RECEIPTS AND SECURITY PLEDGED THEREFOR UNDER THE INDENTURES. NONE OF THE UNITED STATES OF AMERICA, THE STATE, THE ISSUER, OR ANY OTHER POLITICAL SUBDIVISION OR BODY CORPORATE AND POLITIC OF THE STATE OR ANY AGENCY OF THE UNITED STATES OF AMERICA OR ANY ISSUER THEREOF, WILL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THE BONDS OR FOR THE PERFORMANCE OF ANY PLEDGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER OF THE ISSUER, AND NONE OF THE BONDS OR ANY OF THE ISSUER’S AGREEMENTS OR OBLIGATIONS WILL BE CONSTRUED TO CONSTITUTE AN INDEBTEDNESS OF THE UNITED STATES OF AMERICA, THE STATE, THE ISSUER, OR ANY OTHER POLITICAL SUBDIVISION OR BODY CORPORATE AND POLITIC OF THE STATE, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER. THE BONDS OF EACH BOND ISSUE ARE NOT AN OBLIGATION, DEBT OR LIABILITY OF THE STATE, AND DO NOT CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH, CREDIT, OR TAXING POWER OF THE STATE.

Other Indebtedness of the Issuer

Single Family Mortgage Revenue Bonds. Since 1979, the year of creation of the Agency, through June 30, 2017, there have been issued by the Agency or the Issuer thirty-six series of Residential Mortgage Revenue Bonds, two series of GNMA Collateralized Home Mortgage Revenue Bonds, fifty-eight series of Single Family Mortgage Revenue Bonds, four series of Junior Lien Single Family Mortgage Revenue Bonds, eleven series of Collateralized Home Mortgage Revenue Bonds, and ten series of Single Family Mortgage Revenue Bonds (Collateralized Home Mortgage Revenue Bonds). As of June 30, 2017, the aggregate outstanding principal amount of bonded indebtedness of the Issuer for single family purposes was \$536,960,952.

Multifamily Housing Revenue Bonds. The Issuer and the Agency, through June 30, 2017, have issued two-hundred twenty-two series of multifamily housing revenue bonds, which have been issued pursuant to separate trust indentures and are secured by individual trust estates that are separate and distinct from each other. As of June 30, 2017, the aggregate outstanding principal amount of multifamily housing revenue bonds was \$893,630,343.

THE MORTGAGE LOANS

Each Indenture authorizes the Issuer to issue the related Bond issue to finance a portion of the cost of the acquisition, rehabilitation and equipping of the related Project and pay certain additional costs related thereto. Each Bond issue will be secured initially by the proceeds from the assignment by the Issuer to the Lender of the related Mortgage Loan (to be funded from sources other than the proceeds of the related Bond issue in an amount equal to the original principal amount of such Bond issue), deposited in the related Collateral Security Fund, as described herein (see “SUMMARY OF THE BONDS – The Bonds, the Mortgage Loan and the Pass-Through Certificate”) and then by the related Pass-Through Certificate, if issued. Fannie Mae is expected to deliver the Pass-Through Certificate to the related Trustee on the Purchase Date, as described herein. Each Lender has undertaken to certify that the Pass-Through Certificate has terms consistent with the related Term Sheet and meets the requirements set forth in the related Indenture, on which certification the related Trustee may rely and act without further investigation. Each Mortgage Loan is to be evidenced by a Mortgage Note, executed by the related Borrower in

favor of the Issuer and assigned to the related Lender and secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (each, a “Mortgage”). Each Borrower is required under the related Mortgage Note to make monthly payments sufficient in the aggregate to pay debt service on the related Mortgage Loan.

The ability of the Borrower to pay the related Mortgage Loan is dependent on the revenues derived from the related Project. Due to the inherent uncertainty of future events and conditions, no assurance can be given that revenues generated by a Project will be sufficient to pay expenses of such Project, including without limitation, debt service on the related Mortgage Loan, operating expenses, servicing fees, fees due to Fannie Mae, Trustee fees, and fees owed to the Issuer with respect to such Mortgage Loan and the related Bond issue. The ability of a Project to generate sufficient revenues may be affected by a variety of factors including, but not limited to, completion of repairs to such Project, the maintenance of a sufficient level of occupancy, the ability to achieve increases in rents and/or increases under the related HAP Contract as necessary to cover debt service and operating expenses, the funding of the related HAP Contract, the level of operating expenses, project management, adverse changes in applicable laws and regulations, general economic conditions and other factors in the surrounding market area for such Project. Adverse changes may occur from time to time with respect to any of the preceding factors or other factors or events which may have a negative impact on the occupancy level and rental income of any of the Projects. Each Borrower intends to rent 100% of the units in its Project to persons or families of moderate and low income and the amount of rent that may be charged for such units may be materially less than market rates.

Failure of a Borrower to make payments when due under the related Mortgage Loan will result in an event of default under such Mortgage Loan and may result in a mandatory redemption of all or a portion of the related Bond issue. See “DESCRIPTION OF THE BONDS–Redemption of Bonds” herein.

Each Mortgage Loan is a non-recourse obligation of the related Borrower with respect to which neither the related Borrower nor its partners have personal liability and as to which the related Borrower and its partners have not pledged for the benefit of the Bondholders of the related Bond issue any of their respective assets, other than the related Project and its rents, profits and proceeds.

THE PROJECTS AND THE PRIVATE PARTICIPANTS

The Borrowers

THF Casa, LP, a Texas limited partnership (the “Casa Inc. Borrower”), is a single asset entity formed for the specific purpose of acquiring a ground lease interest in the land on which the Casa Inc. Project is located, owning outright the Casa Inc. Project’s buildings and other improvements and rehabilitating and operating such buildings and improvements. The general partner of the Casa Inc. Borrower is THF Casa GP, LLC, a Texas limited liability company (the “Casa Inc. General Partner”), which will have a 0.005% ownership interest in the Casa Inc. Borrower. Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation (the “Tax Credit Investor”) will have a 99.99% ownership interest in the Casa Inc. Borrower. TX RACC Affordable Special, LLC, a Delaware limited liability company (the “Special Limited Partner”), will have a 0.005% ownership interest in the Casa Inc. Borrower.

Nuestro Hogar, LP, a Texas limited partnership (the “Nuestro Hogar Borrower”), is a single asset entity formed for the specific purpose of acquiring a ground lease interest in the land on which the Nuestro Hogar Project is located, owning outright the Nuestro Hogar Project’s buildings and other improvements and rehabilitating and operating such buildings and improvements. The general partner of the Nuestro Hogar Borrower is THF Nuestro Hogar GP, LLC, a Texas limited liability company (the “Nuestro Hogar General Partner”), which will have a 0.005% ownership interest in the Nuestro Hogar Borrower. The Tax Credit Investor will have a 99.99% ownership interest in the Nuestro Hogar Borrower. The Special Limited Partner will have a 0.005% ownership interest in the Nuestro Hogar Borrower.

Casa Brendan, LP, a Texas limited partnership (the “Casa Brendan Borrower,” and together with the Casa Inc. Borrower and the Nuestro Hogar Borrower, the “Borrowers”), is a single asset entity formed for the specific purpose of acquiring a ground lease interest in the land on which the Casa Brendan Project (together with the Casa Inc. Project and the Nuestro Hogar Project, the “Projects”) is located, owning outright the Casa Brendan Project’s

buildings and other improvements and rehabilitating and operating such buildings and improvements. The general partner of the Casa Brendan Borrower is THF Casa Brendan GP, LLC, a Texas limited liability company (the “Casa Brendan General Partner,” and together with the Casa Inc. General Partner and the Nuestro Hogar General Partner, the “General Partners”) which will have a 0.005% ownership interest in the Casa Brendan Borrower. The Tax Credit Investor will have a 99.99% ownership interest in the Casa Brendan Borrower. The Special Limited Partner will have a 0.005% ownership interest in the Casa Brendan Borrower.

Ground Lessor and General Partner

The sole member of each General Partner is an affiliate of the Texas Housing Foundation (“THF”). Founded in 2005, THF has been in the business of acquiring, owning, developing and managing affordable apartment complexes for more than 12 years. THF currently oversees a real estate portfolio valued in excess of \$300 million and has been involved in the development of more than 1,700 low income housing tax credit units in Texas.

Special Limited Partner

The managing member of the Special Limited Partner is an affiliate of The Related Companies, L.P. Operating through an affiliated group of companies referred to collectively as “Related” or “Related Companies”, The Related Companies, L.P. has been active in real estate acquisition, development, financial services, and property/asset management since 1972. Today, Related is a fully integrated real estate firm with expertise in acquisition/development, financial services and property/asset management, overseeing a real estate portfolio valued in excess of \$20 billion. Related’s principal offices are in New York City, New York; Irvine, California; Chicago, Illinois; and Miami, Florida. Related is an affiliate of the managing member of the Special Limited Partner.

Tax Credit Investor

Simultaneously with the issuance of each Bond issue, each Borrower expects to admit the Tax Credit Investor as a 99.99% limited partner in the related Borrower. The equity funding arrangements for such ownership interests will require that equity contributions be paid in stages during and after rehabilitation of the related Project. These funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth below, and neither the Issuer nor the Underwriter makes any representation as to the availability of such funds.

Limited Assets and Obligation of Borrowers

Each Borrower has no substantial assets other than its interest in its respective Project and does not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ground lease interest in the land and ownership of the buildings and improvements of its respective Project. However, affiliates of any of the Borrowers may engage in the acquisition, construction, development, leasing, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners, members, developers, managers, sponsors or otherwise, and devote substantial time to, business and activities that may be inconsistent or competitive with the interests of any of the Projects. It is expected that none of the Borrowers will have any sources of funds to make payments on their related Mortgage, other than revenues generated by their related Project.

The Contractors

Each Borrower will enter into a construction contract with THF, an affiliate of the General Partners (the “General Contractor”). Concurrently, THF will enter into a master subcontract with Legacy Construction Services, LLC (the “Master Subcontractor”) for the entire scope of the renovation for each of the Projects. The Master Subcontractor has over 10 years of experience in renovating residential multifamily housing developments, and its principals have, collectively, over 40 years of such experience. The General Contractor has completed over 2,000 multifamily units throughout the Midwest and South.

Property Management

The Projects will be managed by Related Management Company, L.P., a New York limited partnership (the “Property Manager”). The Property Manager was established in 1992 and currently manages over 246 apartment complexes in 16 states containing over 27,813 affordable housing units. The Property Manager is affiliated with Related.

The Projects

One project, known as Casa Inc. (the “Casa Inc. Project”), is located on an approximately 4.82-acre site at 3201 Sondra Drive in Fort Worth, Texas to be ground leased by the Casa Inc. Borrower. The Casa Inc. Project consists of approximately 200 residential rental units located in a single five-story building to be owned by the Casa Inc. Borrower. Rehabilitation of the Casa Inc. Project is expected to commence in November 2017 and be completed approximately ten months later. The scope of work is expected to include new flooring, energy efficient appliances and light fixtures, electrical panel upgrades, plumbing repairs, all new kitchen and bathroom cabinets and fixtures, a new roof, and window replacement, along with other functional and aesthetic improvements to the common areas, the exterior of the building and the site.

Amenities for the Casa Inc. Project will include an office, a community room, a business center, a fitness center and an option to obtain a meal service provided by a local non-profit. There are a total of 99 community parking spaces. Unit amenities will include heating and air-conditioning, an electric stove/range, a garbage disposal, a refrigerator and a dishwasher.

The unit mix for the Casa Inc. Project will be as follows:

<u>Number of Units</u>	<u>Unit Type</u>	<u>Approximate Square Feet</u>
195	One Bedroom	536
5	Two Bedroom	636
<hr/> 200		

One project, known as Nuestro Hogar (the “Nuestro Hogar Project”), is located on an approximately 3.68-acre site at 709 Magnolia Street in Arlington, Texas to be ground leased by the Nuestro Hogar Borrower. The Nuestro Hogar Project consists of approximately 65 residential rental units located in a single three-story building to be owned by the Nuestro Hogar Borrower. Rehabilitation of the Nuestro Hogar Project is expected to commence in November 2017 and be completed approximately ten months later. The scope of work is expected to include new flooring, energy efficient appliances and light fixtures, electrical panel upgrades, plumbing repairs, all new kitchen and bathroom cabinets and fixtures, a new roof, and window replacement, along with other functional and aesthetic improvements to the common areas, the exterior of the building and the site.

Amenities for the Nuestro Hogar Project include an office, a community room and a business center. There are a total of 64 parking spaces. Unit amenities will include heating and air-conditioning, an electric stove/range, a garbage disposal, a refrigerator and a dishwasher.

The unit mix for the Nuestro Hogar Project will be as follows:

<u>Number of Units</u>	<u>Unit Type</u>	<u>Approximate Square Feet</u>
17	Efficiency	415
48	One Bedroom	540
<hr/> 65		

One project, known as Casa Brendan (the “Casa Brendan Project”), is located on an approximately 5.32-acre site at 1300 Hyman Street in Stephenville, Texas to be ground leased by the Casa Brendan Borrower. The Casa Brendan Project consists of approximately 86 residential rental units located across eleven similarly constructed buildings to be owned by the Casa Brendan Borrower. Rehabilitation of the Casa Brendan Project is expected to commence in November 2017 and be completed approximately ten months later. The scope of work is expected to include new flooring, energy efficient appliances and light fixtures, electrical panel upgrades, plumbing repairs, all new kitchen and bathroom cabinets and fixtures, along with other functional and aesthetic improvements to the common areas, the exterior of the buildings and the site.

Amenities for the Casa Brendan Project include an office, a community room and a business center. There are a total of 58 parking spaces. Unit amenities will include heating and air-conditioning, an electric stove/range, a garbage disposal, a refrigerator and a dishwasher.

The unit mix for Casa Brendan Project will be as follows:

<u>Number of Units</u>	<u>Unit Type</u>	<u>Approximate Square Feet</u>
22	Efficiency	443
64	One Bedroom	543
<hr/> 86		

Real Estate Tax Exemption

Each of the Projects is expected to qualify for a 100% ad valorem tax exemption pursuant to certain exemption statutes. In order to qualify for this exemption, THF, which is a regional housing authority must, among other things (i) hold legal title to the land underlying a Project, which it will lease to the applicable Borrower through a 99-year ground lease for such Project; (ii) hold an equitable ownership of a Project through a purchase option and right of first refusal for acquisition of the Project; and (iii) control the general partner of a Borrower through its affiliated entity that will serve as the sole member of such general partner. The Borrowers expect the tax exemption to be granted for the Projects subsequent to the issuance of the Bonds and once granted the exemption is expected to relate back to the date of commencement of the related ground lease. Such tax exemption is expected to remain in effect throughout the term of the related ground lease; provided, however, certain events such as a withdrawal or removal of the general partner or THF’s affiliate entity as the sole member of the general partner of the Borrower or the failure of THF to remain qualified as a regional housing authority will cause a termination of such tax exemption. A Project’s failure to maintain its exemption may adversely affect the Borrower’s ability to pay operating expenses, including the repayment of principal and interest on the related Mortgage Loan. See “Project Risk Factors” below.

The HAP Contracts

Each Project will receive the benefit of a project-based Section 8 Housing Assistance Payments contract (collectively, the “HAP Contracts”), covering 100% of the residential rental units at the related Project. Each HAP Contract will be entered into at closing for a term of 20 years. Funding under the HAP Contracts is subject to annual Congressional appropriations, as more particularly described below. The Section 8 project-based housing assistance payment program (the “Section 8 Program”) is authorized by Section 8 of the United States Housing Act of 1937, as amended, and is administered by HUD. Renewals of Section 8 HAP contracts are governed by the Multifamily Assisted Housing Reform and Affordability Act, as amended (“MAHRA”). The Section 8 Program authorizes housing assistance payments to owners of qualified housing for the benefit of low-income families (defined generally as families whose incomes do not exceed 80% of the area median income (“AMI”) as determined by HUD), and very low-income families (defined generally as families whose incomes do not exceed 50% of the AMI as determined by HUD). Section 8 housing assistance payments generally represent the difference between the “contract rent” (as defined below) for the unit approved by HUD and the eligible tenant’s contribution, which is generally 30% of such tenant’s household income, as adjusted for family size and certain expenses, subject to a minimum rent contribution. The rents approved by HUD for each Project, as they may be adjusted from time to time with procedures set forth in MAHRA and the related HAP Contract, are the “contract rents” for the related Project. Each HAP Contract requires the related Borrower to maintain their Project in decent, safe and sanitary

condition and to comply with other statutory and regulatory requirements governing the operation of the related Project, use of project funds, and other matters. If a Borrower fails to comply with the terms of their HAP Contract, HUD or the contract administrator could seek to abate or terminate the payments under the related HAP Contract, or take other sanctions. MAHRA requires that upon the request of a Borrower, HUD shall renew the related HAP Contract under the Section 8 Program. However, because each HAP Contract is subject to receipt of annual appropriations by Congress, there is no assurance that any HAP Contract will be renewed or replaced upon its expiration. Funding for HAP contracts is appropriated by Congress on an annual basis, and there is no assurance that adequate funding will be appropriated each year during the term of any of the HAP Contracts. Since payments received under a Project's HAP Contract constitute a primary source of revenues for such Project, the expiration of the Project's HAP Contract without renewal or replacement, or the failure of Congress to appropriate funds sufficient to fund the Project's HAP Contract during each year of its terms, would have a material adverse effect on the ability of the related Project to generate revenues.

Project Regulation

Each Borrower intends to rehabilitate and operate its Project as a "qualified residential rental project" in accordance with the provisions of Section 142(d) of the Internal Revenue Code of 1986, as amended (the "Code"). Concurrently with the issuance of each Bond issue, the related Borrower, the Issuer, THF, and the related Trustee will enter into a Regulatory and Land Use Restriction Agreement (each, a "Regulatory Agreement") with respect to that Project. Under each Regulatory Agreement, the related Borrower will agree that, at all times during the Qualified Project Period, the Borrower will rent at least 40% of the units in the related Project to persons whose adjusted family income (determined in accordance with the provisions of the Code) is less than 60% of AMI (adjusted for family size) ("Low Income Tenants"). In addition, each Regulatory Agreement requires the related Borrower to make 5% of the units in the related Project (which may consist of the same units being encumbered in the previous sentence) available to Persons with Special Needs, as more fully described in the Regulatory Agreements. The remaining units within each Project that are not occupied by Low Income Tenants must be occupied, or held open for occupancy, by Eligible Tenants (as defined and more fully described in the Regulatory Agreements). For each Project, the Qualified Project Period commences on the Closing Date and continues until the latest of (a) the date which is fifteen (15) years after the Closing Date, (b) the first date on which no tax-exempt private activity bonds with respect to such Project are outstanding for federal income tax purposes, or (c) the date on which any assistance provided with respect to such Project under Section 8 of the Housing Act of 1937 terminates. The failure of a Borrower to comply with the related Regulatory Agreement or Tax Exemption Agreement could cause interest on the related Bond issue to be included in gross income for federal income tax purposes. See "APPENDIX D - SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENTS."

Each Project will also be encumbered by a related Tax Credit Restrictive Covenant required by Section 42 of the Code relating to the Tax Credits, which will (a) restrict the income levels of 100% of the units in the related Project to amounts not greater than 60% of AMI, adjusted for family size, and (b) restrict the rents which may be charged for occupancy of such units to not more than 30% of 60% of AMI, adjusted for family size.

Additional restrictions are imposed on the operation of the Projects pursuant to the related HAP Contract and the Borrowers' partnership documents.

Project Risk Factors

Due to the inherent uncertainty of future events and conditions, no assurance can be given that revenues generated by a Project will be sufficient to pay such Project's expenses, including without limitation, debt service on the related Mortgage Loan, the related operating expenses, servicing fees, fees due to Fannie Mae, Trustee fees, and fees owed to the Issuer with respect to such Mortgage Loan and the related Bond issue. The ability of a Project to generate sufficient revenues may be affected by a variety of factors including, but not limited to, completion of repairs to such Project, the maintenance of a sufficient level of occupancy, the ability to achieve increases in rents and/or increases under the related HAP Contract as necessary to cover debt service and operating expenses, the receipt of the related real estate tax exemption on each Project, the funding of the related HAP Contract, the level of operating expenses, project management, adverse changes in applicable laws and regulations, general economic conditions and other factors in the surrounding market area for such Project. Adverse changes may occur from time to time with respect to any of the preceding factors or other factors or events which may have a negative impact on

the occupancy level and rental income of any of the Projects. Each Borrower intends to rent 100% of the units in its Project to persons or families of moderate and low income and the amount of rent that may be charged for such units may be materially less than market rates. A default by a Borrower under its Mortgage Loan Documents may result in a redemption of all or a portion of the related Bond issue. See “DESCRIPTION OF THE BONDS — Redemption of Bonds — Mandatory Redemption from Principal Payments or Prepayments” herein.

Plan of Financing

Each Bond issue is separate and apart from the other Bond issues. There is no cross-collateralization or cross-default between any of the Bond issues. Purchasers of Bonds of an issue shall have no rights to or under the other Bond issues.

The total costs of each Project and the sources of funds to pay those costs are estimated by the related Borrower as follows:

	Casa Inc. Project	Nuestro Hogar Project	Casa Brendan Project
Sources of Funds			
Mortgage Loan	\$24,000,000	\$5,700,000	\$5,000,000
Tax Credit Equity	9,452,000	1,981,000	2,584,000
Seller Reserves	600,000	111,000	181,000
Income During Operations	-	-	-
Deferred Developer Fee	1,527,000	231,000	562,000
Total	\$35,579,000	\$8,023,000	\$8,327,000
Uses of Funds			
Acquisition Costs	\$16,700,000	\$2,456,000	\$2,791,000
Construction Costs	9,000,000	2,713,000	3,099,000
Design, Due Diligence & Soft Costs	2,738,000	1,095,000	959,000
Developer Fee	3,960,000	865,000	948,000
Loan Fees	1,100,000	296,000	275,000
Rent-Up Syndication	57,000	16,000	19,000
Reserves	2,024,000	582,000	236,000
Total	\$35,579,000	\$8,023,000	\$8,327,000

Sources and Uses of Funds Under the Indentures

	Casa Inc. Project	Nuestro Hogar Project	Casa Brendan Project
Sources of Funds			
Bond Proceeds (including accrued interest)	\$24,033,600	\$5,707,980	\$5,007,000
Proceeds of Mortgage Loan	24,000,000	5,700,000	5,000,000
Total	\$48,033,600	\$11,407,980	\$10,007,000
Uses of Funds			
Deposit to Collateral Security Interest			
Account of the Collateral Security Fund	\$182,700	\$43,391	\$38,062
Deposit of Bond Proceeds (net of deposit to Collateral Security Interest Account) to the Proceeds Fund	23,850,900	5,664,589	4,968,938
Deposit of Assigned Loan Proceeds to Collateral Security Principal Account of Collateral Security Fund	24,000,000	5,700,000	5,000,000
Total	\$48,033,600	\$11,407,980	\$10,007,000

Tax Credits

Each Project is expected to qualify for Tax Credits under Section 42 of the Code, and certain of the acquisition, rehabilitation and equipping costs to be incurred by each Borrower in connection with the development of each Project are expected to be qualified costs for low income tax credit purposes. Simultaneously with the issuance of each Bond issue the Tax Credit Investor will acquire a 99.99% ownership interest in each Borrower. In connection with the Casa Inc. Project, the Nuestro Hogar Project, and the Casa Brendan Project, the Tax Credit Investor is expected to make capital contributions to the related Borrower in the amount of \$9,452,000, \$1,981,000 and \$2,584,000, respectively. The timing and amounts of the funding of each of the Tax Credit Investor's capital contributions are subject to numerous adjustments and conditions which could cause the amounts funded, and/or the timing of the funding of the Tax Credit Investor's capital contributions, to vary significantly from the projections set forth above or even prevent the occurrence of such funding entirely.

Seller Reserves

As a condition to its approval of the transactions, HUD requires that any funds remaining in restricted reserve accounts at closing continue to remain with each Project after transfer of ownership. A portion of these funds will continue to be held in reserve by the respective Lenders, with the remaining amounts to be used as a source of funding for the renovation of each respective Project.

FANNIE MAE

The Pass-Through Certificate, if issued by Fannie Mae and acquired by the Trustee as described herein, will be an obligation of Fannie Mae. **The securities of Fannie Mae, including the Pass-Through Certificate, if issued, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.**

Information on Fannie Mae and its financial condition are contained in periodic reports that are filed with the SEC. Fannie Mae's SEC filings are available at the SEC's website at www.sec.gov and are also available on Fannie Mae's web site at <http://www.fanniemae.com> or from Fannie Mae at the Office of Investor Relations at 202-752-7115.

See "SUMMARY OF THE PASS-THROUGH CERTIFICATE ANTICIPATED TO BE ISSUED IN CONNECTION WITH EACH MORTGAGE LOAN" herein for a description of the terms to be borne by the Pass-Through Certificate, if issued by Fannie Mae and acquired by the related Trustee as collateral for the related Bond issue as described herein.

Fannie Mae makes no representation as to the contents of this Official Statement, the suitability of the Bonds for any investor, the feasibility of performance of any project, or compliance with any securities, tax or other laws or regulations. Fannie Mae's role with respect to the Bonds is limited to issuing and discharging its obligations under each Pass-Through Certificate and exercising the rights reserved to it in each of the Indentures.

DESCRIPTION OF THE BONDS

Each Bond issue is separate and apart from the other Bond issues. There is no cross-collateralization or cross-default between any of the Bond issues. Purchasers of Bonds of an issue shall have no rights to or under the other Bond issues.

General

The Bonds of each Bond issue will be issued as registered bonds in authorized denominations of \$1.00 or any integral multiple thereof. Each bond will be dated October 1, 2017. Principal and interest on the bonds of each Bond issue (including accrued interest, if any) will initially be paid from funds on deposit in the related Collateral Security Fund until the month following the Purchase Date, at which time payments in an amount equal to the principal and interest paid on the related Pass-Through Certificate will be passed through to Bondholders of the

related Bond issue on the Payment Date of that Bond issue. Payment Date is defined for each Bond issue as (i) the First Payment Date, (ii) prior to the Purchase Date and prior to the Mandatory Redemption Date for a Bond issue, as such date may be extended pursuant to the related Indenture, the 26th day of the month (or the next Business Day if the 26th is not a Business Day), and (iii) after the Purchase Date, one Business Day after each date on which payment of principal, interest, an/or premium, if any, is made pursuant to the related Pass-Through Certificate (which shall be the 25th day of the month, or the next Business Day if the 25th is not a Business Day, after payment is due on the underlying related Mortgage Loan). At closing, the Mandatory Redemption Date for each Bond issue will be the same date; however, the Mandatory Redemption Date for one Bond issue is not linked to the Mandatory Redemption Date for any other Bond issue, and the Mandatory Redemption Date for each Bond issue may be extended to different dates after closing. The payment of interest on a Payment Date shall relate to the interest accrued during the preceding calendar month. There shall be no further accrual of interest on any Bond issue from the related Maturity Date to the final Payment Date. After the Purchase Date, any balance remaining in the Collateral Security Interest Account of the related Collateral Security Fund, after application of moneys therein to pay any accrued interest on the related Pass-Through Certificate or interest on the related Bond issue on the next Payment Date for that Bond issue, as applicable, will be transferred to the related Rehabilitation Account of the Proceeds Fund. As further described herein and in the Fannie Mae MBS Prospectus, the Pass-Through Certificates and the Bonds pay interest monthly on an Actual/360 Basis. "Actual/360" means, in the case of a Bond issue, a computation of interest accrual on the basis of a three hundred sixty (360) day year and the actual number of calendar days during the applicable month, calculated by multiplying the unpaid principal balance of the that Bond issue (which is expected to be the same as the balance on the related Pass-Through Certificate), by the Pass-Through Rate, dividing the product by three hundred sixty (360), and multiplying the quotient obtained by the actual number of days elapsed in the applicable month.

Payment of the principal of and interest or premium, if any, on each Bond issue shall be made to the person appearing on the related Bond Register as the registered owner thereof, on and after the Purchase Date, in the amounts and on the dates principal, interest or premium, if any, is paid on the related Pass-Through Certificate (except if the related Bond issue is redeemed due to a failure to purchase the related Pass-Through Certificate). See "DESCRIPTION OF THE BONDS—Redemption of Bonds" below. The principal of and the interest on each Bond issue shall be payable in coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts of the United States of America.

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners

The Issuer shall cause books for the registration, transfer and exchange of bonds as provided in the related Indenture to be kept by the related Trustee, which is constituted and appointed the bond registrar with respect to the related Bond issue (each, a "Bond Registrar"). At reasonable times and under reasonable regulations established by the related Trustee, said books may be inspected and copied by the Issuer or by owners (or a designated representative thereof) of a majority in aggregate principal amount of bonds of that Bond issue then Outstanding.

The registration of each bond of a Bond issue is transferable by the registered owner thereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the related Trustee. Upon surrender for registration of transfer of any bond at such office, the related Trustee shall authenticate and deliver in the name of the transferee or transferees a new bond of such Bond issue of the same maturity or maturities and authorized denomination for the same aggregate principal amount. Bonds to be exchanged shall be surrendered at said designated corporate trust office of the related Trustee, and the related Trustee shall authenticate and deliver in exchange therefor a new bond of such Bond issue of equal aggregate principal amount of the same maturity and authorized denomination.

All bonds of a Bond issue presented for registration of transfer, exchange or payment (if so required by the Issuer or the related Trustee) shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the related Trustee, duly executed by the registered owner or by its duly authorized attorney.

The Issuer, the related Bond Registrar and the related Trustee shall not be required (i) to issue, register the transfer of or exchange any bonds of a Bond issue during a period beginning at the related Trustee's opening of business on the applicable Record Date and ending at the related Trustee's close of business on the applicable

Payment Date for the related Bond issue; or (ii) to register the transfer of or exchange any bond selected, called or being called for redemption as provided in the related Indenture. No charge shall be made to any Bondholder for the privilege of registration of transfer as provided in the related Indenture, but any Bondholder requesting any such registration of transfer shall pay any tax or governmental charge required to be paid therefor.

New bonds of a Bond issue delivered upon any registration of transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the bonds of that Bond issue surrendered, shall be secured by the related Indenture and shall be entitled to all of the security and benefits of the related Indenture to the same extent as the bonds of that Bond issue surrendered.

The person in whose name any bond of a Bond issue is registered shall be deemed the owner thereof by the Issuer and the related Trustee, and any notice to the contrary shall not be binding upon the Issuer or the related Trustee. Notwithstanding anything in the Indentures to the contrary, to the extent bonds of a Bond issue are issued as Book Entry Bonds, the provisions of the related Indenture shall govern the exchange and registration of such Bond issue.

Book-Entry System; Limited Obligation

Each Bond issue shall be initially issued in the form of a separate single fully registered bond (which may be typewritten). Upon initial execution, authentication and delivery, the ownership of each such global bond of each Bond issue shall be registered in the related Bond Register in the name of the related Nominee as nominee of the related Depository. Except as described below under the caption "Transfer Outside Book-Entry System," all of the Outstanding bonds of each Bond issue shall be registered in the Bond Register kept by the related Trustee in the name of the related Nominee and the bonds of each Bond issue may be transferred, in whole but not in part, only to the related Depository, to a Substitute Depository or to another nominee of the related Depository or of a Substitute Depository. Each global bond of each Bond issue shall bear a legend substantially to the following effect: "UNLESS THIS BOND IS PRESENTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AS DEFINED IN THE INDENTURE OF TRUST) TO THE TRUSTEE FOR REGISTRATION OF TRANSFER, EXCHANGE OR PAYMENT, AND ANY BOND ISSUED IS REGISTERED IN THE NAME OF CEDE & CO. OR IN SUCH OTHER NAME AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY (AND ANY PAYMENT IS MADE TO CEDE & CO. OR TO SUCH OTHER ENTITY AS IS REQUESTED BY AN AUTHORIZED REPRESENTATIVE OF THE DEPOSITORY), ANY TRANSFER, PLEDGE OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL INASMUCH AS THE REGISTERED OWNER HEREOF, CEDE & CO., HAS AN INTEREST HEREIN." See "BOOK-ENTRY ONLY SYSTEM" below.

With respect to bonds of a Bond issue registered in the related Bond Register in the name of the Nominee, the Issuer and the related Trustee shall have no responsibility or obligation to any related Participant or to any person on behalf of which such a Participant holds a beneficial interest in the related Bond issue. Without limiting the immediately preceding sentence, the Issuer and the related Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the related Bond issue, (b) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any notice with respect to the related Bond issue, including any redemption notice with respect to the related Bond issue, including any redemption notice following a failure to purchase the related Pass-Through Certificate, (c) the selection by the Depository and the Participants of the beneficial interests in the related Bond issue to be redeemed in part, or (d) the payment to any Participant, Beneficial Owner or any other person, other than the Depository, of any amount with respect to principal of, premium, if any, or interest on the related Bond issue. The Issuer and the related Trustee may treat and consider the person in whose name each bond is registered in the related Bond Register as the holder and absolute owner of such bond for the purpose of payment of principal of, premium, if any, and interest on such bond, for the purpose of giving redemption notices pursuant to the related Indenture and other notices with respect to such bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the related Bond issue.

The Trustee shall pay all principal of, premium, if any, and interest on the related Bond issue only to or upon the order of the respective Bondholders of such Bond issue, as shown in the Bond Register kept by the related Trustee, or their respective attorneys duly authorized in writing, and all such payments shall be valid under the

related Indenture with respect to payment of principal of, premium, if any, and interest on the related Bond issue to the extent of the sum or sums so paid. No person other than a Bondholder, as shown in the related Bond Register, shall receive a bond evidencing the obligation to make payments of principal of, premium, if any, and interest pursuant to the related Indenture. Upon delivery by the related Depository to the related Trustee and the Issuer of written notice to the effect that the Depository has determined to substitute a new nominee in place of the related Nominee, and subject to the provisions of the related Indenture with respect to Record Dates, the word Nominee in the related Indenture shall refer to such new nominee of the related Depository.

The Issuer and the related Trustee will recognize the Depository or its nominee as the Bondholder of the related Bond issue of Book Entry Bonds for all purposes, including receipt of payments, notices and voting, provided the related Trustee may recognize votes by or on behalf of Beneficial Owners of the related Bond issue as if such votes were made by Bondholders of such Bond issue of a related portion of such Bonds when such votes are received in compliance with an omnibus proxy of the related Depository or otherwise pursuant to the rules of the Depository or the provisions of the Representation Letter or other comparable evidence delivered to the related Trustee by the Bondholders of such Bond issue.

SO LONG AS A BOOK ENTRY SYSTEM OF EVIDENCE OF TRANSFER OR OWNERSHIP OF ALL THE BONDS OF EACH BOND ISSUE IS MAINTAINED IN ACCORDANCE WITH THE RELATED INDENTURE, THE PROVISIONS OF THE RELATED INDENTURE RELATING TO THE DELIVERY OF PHYSICAL BOND CERTIFICATES SHALL BE DEEMED TO GIVE FULL EFFECT TO SUCH BOOK ENTRY SYSTEM AND ALL DELIVERIES OF ANY SUCH BONDS OF EACH BOND ISSUE SHALL BE MADE PURSUANT TO THE DELIVERY ORDER PROCEDURES OF DTC, AS IN EFFECT FROM TIME TO TIME.

Initial Depository and Nominee

The initial Depository under each Indenture shall be DTC. The initial Nominee shall be Cede & Co., as nominee of DTC. See “BOOK-ENTRY ONLY SYSTEM” below.

Representation Letter

In order to qualify each Bond issue for the related Depository’s book-entry system, if necessary, any Authorized Officer is authorized to execute, seal, countersign and deliver on behalf of the Issuer to such related Depository a letter from the Issuer in substantially the Depository’s standard form representing such matters as shall be necessary to so qualify the related Bond issue (each, a “Representation Letter”). Each Representation Letter includes such letter as it may be amended, supplemented or restated from time to time, or any agreement entered into in substitution therefor. The execution by the Issuer and delivery of a Representation Letter shall not in any way limit the provisions described under the heading “Book-Entry System; Limited Obligation” above, or in any other way impose upon the Issuer any obligation whatsoever with respect to persons having beneficial interests in the related Bond issue other than the registered owners, as shown in the Bond Register kept by the related Trustee. In the written acceptance by the Trustee of the related Representation Letter, the Trustee agrees to take all actions necessary for all representations of the Issuer in the Representation Letter with respect to the Trustee to at all times be complied with. In addition to the execution and delivery of a Representation Letter, any Authorized Officer is authorized to take any other actions, not inconsistent with the related Indenture, to qualify the related Bond issue for the Depository’s book-entry program.

The terms and provisions of each a Representation Letter shall govern in the event of any inconsistency between the provisions of the related Indenture and the Representation Letter. A Representation Letter may be amended without Bondholder consent.

Transfers Outside Book-Entry System

If at any time the Issuer determines that continuation of the book entry system through DTC (or a successor securities depository) is not in the best interest of the owners of a Bond issue, if at any time the Depository notifies the Issuer and the related Trustee that it is unwilling or unable to continue as Depository with respect to a Bond issue or if at any time the Depository shall no longer be registered or in good standing under the Securities Exchange Act

of 1934, as amended, or other applicable statute or regulation and a Substitute Depository is not appointed by the Issuer within 90 days after the Issuer and the related Trustee receive notice or become aware of such condition, as the case may be, the provisions described under the heading “Book-Entry System; Limited Obligation” above shall no longer be applicable and the Issuer shall execute and the related Trustee shall authenticate and deliver bonds representing the related Bond issue as provided below. In addition, the Issuer may determine at any time that a Bond issue shall no longer be represented by global bonds and that the provisions described under the heading “Book-Entry System; Limited Obligation” above shall no longer apply to such Bond issue. In any such event, the Issuer shall execute and the related Trustee shall authenticate and deliver bonds representing the related Bond issue as provided below. Bonds of a Bond issue issued in exchange for global bonds pursuant to the provisions described under this caption shall be registered in such names and delivered in such authorized denominations as the related Depository, pursuant to instructions from the Participants or otherwise, shall instruct the Issuer and the related Trustee. The related Trustee shall deliver exchange bonds of such Bond issue to the persons in whose names such related Bond issue is so registered.

If the Issuer determines to replace the Depository with another qualified securities depository, the Issuer shall prepare or cause to be prepared a new fully-registered global bond for each maturity of each Bond issue, registered in the name of such successor or substitute securities depository or its nominee, or make such other arrangements as are acceptable to the Issuer, the related Trustee and such securities depository and not inconsistent with the terms of the related Indenture.

Payments and Notices to the Nominee

Notwithstanding any other provision of the Indentures to the contrary, so long as any Bond is registered in the name of the related Nominee, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, as provided in the related Representation Letter or as otherwise instructed by the related Depository.

Payment of Bonds Not in Book-Entry Only Form

Unless a Bond issue has been issued as Book Entry Bonds, the principal of such Bond issue shall be payable to the registered owners thereof upon presentation (except in connection with a redemption of such Bond issue as described under the caption “Redemption of Bonds—Mandatory Redemption from Principal Payments or Prepayments” below) at the designated corporate trust office of the related Trustee or its successors. Unless a Bond issue has been issued as Book Entry Bonds, payments of interest on such Bond issue and redemption of such Bond issue pursuant to the provisions described under the caption “Redemption of Bonds—Mandatory Redemption from Principal Payments or Prepayments” below shall be paid by check mailed to the registered owner thereof at such owner’s address as it appears on the registration books maintained by the related Trustee on the applicable Record Date or at such other address as is furnished to the related Trustee in writing by such owner. The related Trustee shall cause CUSIP number identification with appropriate dollar amounts for each CUSIP number to accompany all payments of interest, principal or Redemption Price made to such owners, whether such payment is made by check or wire transfer. All payments of principal of and interest on Book Entry Bonds shall be made and given at the times and in the manner set out in the related Representation Letter, as more fully specified under the captions “Book-Entry System; Limited Obligation” and “Representation Letter” above.

Redemption of Bonds

Each Bond issue shall be subject to redemption prior to the stated maturity thereof only as set forth in the related Indenture as described under this caption.

Mandatory Redemption from Principal Payments or Prepayments. Each Bond issue is subject to mandatory redemption in the amounts and one Business Day after the dates (i) principal payments are received pursuant to the related Pass-Through Certificate at a price equal to 100% of the principal amount received pursuant to the related Pass-Through Certificate, plus interest received pursuant to the related Pass-Through Certificate, (ii) prepayments are received with respect to the related Pass-Through Certificate, at a price equal to 100% of the principal amount received pursuant to the related Pass-Through Certificate, plus interest received pursuant to the related Pass-Through Certificate, or (iii) prior to the Purchase Date, redemption is otherwise required on any Payment Date in an amount

equal to the amount set forth in the related Mortgage Loan amortization schedule on the first day of the month in which such Payment Date occurs from amounts on deposit in the Collateral Security Fund, as provided in the related Indenture. Notwithstanding the provisions described under the caption “Notice of Redemption” below, no prior notice shall be a prerequisite to the effectiveness of any redemption under clause (i) or (ii) described in this paragraph, which redemption shall occur and be effective irrespective of whether the related Trustee fulfills its obligation to provide the notice with respect to clause (ii) in this paragraph required by the provisions described under the caption “Notice of Redemption” below.

Mandatory Redemption upon Failure to Purchase the Pass-Through Certificate. Each Bond issue is subject to mandatory redemption in whole on December 27, 2017 (each, a “Mandatory Redemption Date”) at a Redemption Price equal to the related Original Issue Price for a Bond issue plus interest accrued to the related Mandatory Redemption Date (as such date may be extended under the related Indenture) upon five (5) Business Days’ notice if (i) a Purchase Date has not occurred by the last date on which timely notice of such redemption may be given preceding such Mandatory Redemption Date (as such date may be extended under the related Indenture) and (ii) an Extension Deposit has not been made pursuant to the related Indenture, such that the balance in the related Collateral Security Fund is equal to the related Original Issue Price for such Bond issue plus interest accrued on the related Bond issue to the Mandatory Redemption Date (as such date may be extended under the related Indenture). The notice for any such mandatory redemption may be conditional, to the effect that if a Purchase Date occurs not later than the close of business on the second Business Day preceding such related Mandatory Redemption Date (as such date may be extended under the related Indenture), the noticed mandatory redemption shall not occur. In the event that the Pass-Through Certificate has not been purchased by the related Trustee ten (10) Business Days prior to any related Mandatory Redemption Date, the related Trustee shall provide written notice to the related Borrower, the Issuer and the related Tax Credit Investor of such non-purchase.

Notice of Redemption

(a) When the related Trustee shall receive notice of a prepayment under clause (ii) described under the caption “Redemption of Bonds—Mandatory Redemption from Principal Payments or Prepayments” above, that the related Pass-Through Certificate will be prepaid, the related Trustee, in accordance with the related Indenture, shall use its best efforts to give not less than 20 nor more than 30 days’ notice, in the name of the Issuer, of the redemption of the related Bond issue, which notice shall specify the following: (i) the maturity and principal amounts of the related Bond issue to be redeemed; (ii) the CUSIP number, if any, of the related Bond issue to be redeemed; (iii) the date of such notice; (iv) the issuance date for such Bond issue; (v) the interest rate on the related Bond issue to be redeemed; (vi) the redemption date; (vii) any conditions to the occurrence of the redemption; (viii) the place or places where amounts due upon such redemption will be payable; (ix) the related Redemption Price; (x) the related Trustee’s name and address with a contact person and a phone number; and (xi) that on the redemption date, the related Redemption Price shall be paid. Such notice shall be sent to the holders of the related Bond issue by first-class mail, postage prepaid, at their respective addresses appearing on the related Bond Register. Neither the giving of such notice by the related Trustee nor the receipt of such notice by the Bondholders of the related Bond issue shall be a condition precedent to the effectiveness of any such redemption.

(b) The bonds of a Bond issue to be redeemed pursuant to the provisions described under the caption “Redemption of Bonds” above will be selected in accordance with the operational arrangements of DTC or any successor Substitute Depository, and any partial redemption pursuant thereto shall be made in accordance with the “Pro Rata Pass-Through Distributions of Principal” procedures of DTC or comparable procedures of any successor Substitute Depository.

Payment of Redemption Price

With respect to any redemption pursuant to the provisions described under the caption “Mandatory Redemption from Principal Payments or Prepayments” above, notice having been given in the manner described under the caption “Notice of Redemption” above (or not required to be given as a result of a redemption pursuant to clause (i) or (ii) under the caption “Mandatory Redemption from Principal Payments or Prepayments” above), and all conditions to the redemption contained in such notice, if applicable, having been met, the bonds of the Bond issue so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price specified under the caption “Mandatory Redemption from Principal Payments or Prepayments”

above, and upon presentation and surrender thereof at the offices specified in such notice, together with, in the case of bonds of a Bond issue presented by other than the registered owner, a written instrument of transfer duly executed by the registered owner or its duly authorized attorney; provided, however, that so long as the bonds of a Bond issue are registered in the name of the related Depository, payment for such redeemed bonds of a Bond issue shall be made in accordance with the related Representation Letter of the Issuer. If, on the redemption date, moneys for the redemption of all the bond or the bonds of a Bond issue to be redeemed, together with all accrued interest on the bonds of such Bond issue to be redeemed, which shall equal all interest accrued on the related Pass-Through Certificate to the redemption date, shall be held by the related Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the bonds of such Bond issue so called for redemption shall cease to accrue.

BOOK-ENTRY ONLY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Borrowers believe to be reliable, but the Borrowers take no responsibility for the accuracy thereof.

The Depository Trust Company, New York, New York ("DTC"), will act as securities depository for each Bond issue. Each Bond issue will be initially issued and issuable only as one fully registered Bond certificate for each maturity, registered in the name of Cede & Co. as partnership nominee of DTC. Those fully registered Bonds will be deposited with and retained in the custody of DTC.

For ease of reference in this and other discussions, reference to "DTC" includes when applicable any successor securities depository and the nominee of the depository.

For all purposes under the Bond proceedings, DTC will be and will be considered by the Issuer and the Trustee to be the owner or holder of each Bond issue.

Owners of book entry interests in a Bond issue (book entry interest owners) will not receive or have the right to receive physical delivery of such Bond issue, and will not be or be considered by the Issuer and the Trustee to be, and will not have any rights as, owners or holders of such Bond issue under the Bond proceedings.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("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 an S&P rating of AA+. The DTC Rules applicable to its Participants are on file with the SEC. More information about DTC can be found at www.dtcc.com.

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (the book entry interest owner) is in turn to be recorded on the Direct and Indirect Participant's records. Book entry interest owners will not receive written confirmation from DTC of their purchase, but are 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 book entry interest owner entered into the transaction. Transfers of

ownership interests in the Bonds are to be accomplished by entries made on the books of Participants acting on behalf of book entry interest owners. Book entry interest owners will not receive certificates representing their ownership interests in the Bonds, except in the event that use of the book entry system for the Bonds is discontinued (see “DESCRIPTION OF THE BONDS – Transfers Outside Book Entry System” above).

To facilitate subsequent transfers, all 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 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in actual ownership. DTC has no knowledge of the book entry interest owners (or beneficial owners) of the Bonds; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the book entry interest owners. 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 book entry interest owners, will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

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

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

Redemption proceeds, distributions, and debt service payments on each Bond issue 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 Issuer or the Trustee, on the payable date in accordance with their respective holdings shown on DTC’s records. Payments by Participants to book entry interest owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Trustee, or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and debt service payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Issuer or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the book entry interest owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to any Bond issue at any time by giving reasonable notice to the Issuer or the Trustee. The Issuer may decide to discontinue use of the book entry system if DTC (or a successor securities depository) determines not to continue to act as securities depository for any Bond issue. See “DESCRIPTION OF THE BONDS – Transfers Outside Book Entry System” above.

With respect to Bonds registered in the related Bond Register in the name of the Nominee, the Issuer and the related Trustee shall have no responsibility or obligation to any related Participant or to any person on behalf of which such a Participant holds a beneficial interest in the related Bond issue. Without limiting the immediately preceding sentence, the Issuer and the related Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of the Depository, the Nominee or any Participant with respect to any beneficial ownership interest in the related Bond issue, (b) the delivery to any Participant, Beneficial Owner or any other person, other than the Depository, of any notice with respect to the related Bond issue, including any redemption notice with respect to the related Bond issue, including any redemption notice following a failure to purchase the related Pass-Through Certificate, (c) the selection by the Depository and the Participants of the beneficial interests in the related Bond issue to be redeemed in part, or (d) the payment to any Participant, Beneficial Owner or any other person, other than the Depository, of any amount with respect to principal of, premium, if any, or interest on the

related Bond issue. The Issuer and the related Trustee may treat and consider the person in whose name each Bond is registered in the related Bond Register as the holder and absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on such Bond, for the purpose of giving redemption notices pursuant to the provisions described under the caption “Notice of Redemption” above and other notices with respect to such Bond, and for all other purposes whatsoever, including, without limitation, registering transfers with respect to the related Bond issue.

ANTICIPATED APPLICATION OF FUNDS

The proceeds of each Bond issue will be used, pursuant to the related Financing Agreement, to finance a portion of the cost of the acquisition, rehabilitation and equipping of the related Project and to pay certain additional costs related thereto. Each Bond issue will be secured initially by the proceeds received from the assignment by the Issuer to the Lender of the related Mortgage Loan (from funds other than the proceeds of the related Bond issue, but in an amount equal to the original principal amount of the related Bond issue), on deposit in the related Collateral Security Fund as described herein (see “SUMMARY OF THE BONDS – The Bonds, the Mortgage Loan and the Pass-Through Certificate”). Such proceeds received from the assignment by the Issuer to the related Lender held by the related Trustee are anticipated, together with Bond proceeds deposited in the Collateral Security Interest Account of the related Collateral Security Fund, to be applied by the related Trustee to purchase the related Pass-Through Certificate, if the conditions to issuance of the related Pass-Through Certificate by Fannie Mae and the acquisition of the related Pass-Through Certificate by the related Trustee described herein are satisfied.

SECURITY FOR THE BONDS

General

All right, title and interest of the Issuer in and to amounts on deposit in the Collateral Security Fund established under each Indenture to be funded at closing in an amount equal to the principal amount of the related Bond issue; the related Pass-Through Certificate, if issued by Fannie Mae and acquired by the related Trustee in exchange for amounts on deposit in the related Collateral Security Fund; all right, title and interest of the Issuer now owned or acquired after the date of the related Indenture in, to and under the related Financing Agreement (except Reserved Rights) and the related Regulatory Agreement; all related Revenues; and all other property which by the express provisions of the related Indenture is required to be subject to the lien of the related Indenture, and any additional property that, from time to time, by delivery or by writing of any kind, may be subjected to the lien of the related Indenture, by the Issuer or by anyone on its behalf, and the related Trustee is authorized by the related Indenture to receive the same at any time as additional security under the related Indenture.

The Pass-Through Certificates

Each Bond issue is being issued by the Issuer to finance a portion of the cost of the acquisition and rehabilitation of the related Project, and pay certain additional costs related thereto. Each Bond issue will initially be secured by the deposit of the proceeds received from the assignment by the Issuer to the related Lender of the related Mortgage Loan in an amount sufficient to pay the principal of the related Bond issue plus interest thereon to the related Mandatory Redemption Date, into certain funds and accounts under the related Indenture, as further described herein. Upon the satisfaction of certain conditions set forth in the related Indenture, the related Trustee will transfer the proceeds of the related Assigned Mortgage Loan to acquire a Guaranteed Mortgage Pass-Through Certificate, backed by the Mortgage Loan on the related Project, and to be issued, upon satisfaction of the conditions set forth in the related Indenture, by Fannie Mae.

It is expected that each Pass-Through Certificate will be acquired by the related Trustee prior to the First Payment Date, and in any event prior to the related Mandatory Redemption Date, unless such Purchase Date is extended as provided in the related Indenture. Principal and interest on the Bonds will initially be paid from funds (including accrued interest, if any) on deposit in the related Collateral Security Fund until the month following the Purchase Date, at which time payments in an amount equal to the principal and interest paid on the related Pass-Through Certificate will be passed through to Bondholders of the related Bond issue on the Payment Date of that Bond issue.

If the Pass-Through Certificate relating to a Bond issue is not acquired by the related Trustee prior to the Mandatory Redemption Date for such Bond issue (as such date may be extended pursuant to the related Indenture), the Bonds of that Bond issue will be redeemed at the related Original Issue Price, plus accrued interest on that Bond issue to the Mandatory Redemption Date for such Bond issue (as such redemption date may be extended) from proceeds of the Bonds and other Preference Proof Moneys on deposit under the related Indenture. See “SUMMARY OF THE BONDS” above.

See “SUMMARY OF THE PASS-THROUGH CERTIFICATE ANTICIPATED TO BE ISSUED IN CONNECTION WITH EACH MORTGAGE LOAN” above for a description of the terms expected to be borne by each Pass-Through Certificate if issued by Fannie Mae and acquired by the related Trustee. This description does not purport to be complete. Reference is made to the Fannie Mae MBS Prospectus and to the form of Prospectus Supplement for MBS Certificate attached hereto as APPENDIX H for the complete terms of each Pass-Through Certificate and the rights, duties and obligations of Fannie Mae thereunder.

IF A PASS-THROUGH CERTIFICATE IS ISSUED BY FANNIE MAE AND ACQUIRED BY THE RELATED TRUSTEE AS COLLATERAL FOR THE RELATED BOND ISSUE, FANNIE MAE’S OBLIGATIONS WILL BE SOLELY AS PROVIDED IN THE PASS-THROUGH CERTIFICATE AND IN THE FANNIE MAE MBS PROSPECTUS AND THE RELATED FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE. THE OBLIGATIONS OF FANNIE MAE UNDER EACH PASS-THROUGH CERTIFICATE WILL BE OBLIGATIONS SOLELY OF FANNIE MAE, A FEDERALLY CHARTERED CORPORATION, AND WILL NOT BE BACKED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. THE BONDS ARE NOT AND WILL NOT BE A DEBT OF THE UNITED STATES OF AMERICA OR ANY OTHER AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OF AMERICA OR OF FANNIE MAE. THE BONDS ARE NOT AND WILL NOT BE GUARANTEED BY THE FULL FAITH AND CREDIT OF FANNIE MAE OR THE UNITED STATES OF AMERICA.

Bonds Not a Debt of the State

Each Bond issue and interest thereon does not constitute an indebtedness, a liability, a general or moral obligation or a pledge of the faith or loan of credit of the Issuer, the State or any political subdivision thereof within the meaning of any constitutional or statutory provisions. Neither the Issuer, the State nor any political subdivision thereof shall be obligated to pay the principal of or interest on any Bond issue or other costs incident thereto except from the revenues and assets pledged with respect thereto. Neither the faith and credit nor the taxing power of the United States of America, the Issuer, the State or any political subdivision thereof is pledged to the payment or the principal of or interest on any Bond issue or other costs incident thereto. Each Bond issue is not a debt of the United States of America or any agency thereof and is not guaranteed by the United States of America or any agency thereof.

CERTAIN BONDHOLDERS’ RISKS

The purchase of the Bonds will involve a number of risks. In addition to factors set forth elsewhere in this Official Statement, purchasers of Bonds should carefully consider the following risk factors in connection with investment in the Bonds. The following summary does not purport to be comprehensive or definitive, but rather is intended as a brief summary of some of such risk factors.

Bonds are Pass-Through Bonds; Interest Payment Lag

As described elsewhere herein, except under certain circumstances described under the caption “DESCRIPTION OF THE BONDS – Redemption of Bonds – Mandatory Redemption upon Failure to Purchase the Pass-Through Certificate,” and except as otherwise described herein with respect to certain payments prior to the First Payment Date (see subparagraph (e) of “APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Collateral Security Fund”), the Bonds of each Bond issue are pass-through securities designed to pass through to registered owners of the related Bond issue principal and interest payments on the related Pass-Through Certificate one Business Day after their receipt by the related Trustee. Interest payments on the Bonds will equal either accrued interest on the related Bond issue, or interest payments received by the related Trustee on each Distribution Date for the related Pass-Through Certificate, which will be the 25th day of each month, or the next

Business Day if the 25th is not a Business Day, which is expected to commence on December 26, 2017. Although interest accrues on each Pass-Through Certificate during a calendar month, Fannie Mae will not distribute interest to the related Trustee as certificateholder until the Distribution Date in the following calendar month. Each Bond issue matures on November 1, 2033; however, the final principal payment on each Pass-Through Certificate will occur on November 25, 2033, and such payment will be passed through to Bondholders of each Bond issue on November 28, 2033. Because of these delays, the effective yield on the Bonds will be lower than the Pass-Through Rate on the related Pass-Through Certificate and the stated interest rate on the related Bond issue.

Pass-Through Certificate

If a Pass-Through Certificate is issued by Fannie Mae and acquired by the related Trustee as collateral for the related Bond issue, Fannie Mae's obligations will be solely as provided in the Pass-Through Certificate and in the Fannie Mae MBS Prospectus and the related form of Prospectus Supplement for MBS Certificate. The obligations of Fannie Mae under each Pass-Through Certificate will be obligations solely of Fannie Mae, a federally chartered corporation, and will not be backed by the full faith and credit of the United States of America. The Bonds are not and will not be a debt of the United States of America or any other agency or instrumentality of the United States of America or of Fannie Mae. The Bonds are not and will not be guaranteed by the full faith and credit of Fannie Mae or the United States of America.

It is possible, in the event of the insolvency of Fannie Mae, or the occurrence of some other event precluding Fannie Mae from honoring its obligations to make payments as stated in each Pass-Through Certificate, if issued, that the financial resources of the Borrower will be the only source of payment on the related Bond issue. There can be no assurance that the financial resources of any of the Borrowers will be sufficient to pay the principal of, premium if any, and interest on their related Bond issue in the event the related Trustee is forced to seek recourse against the related Borrower. See "SECURITY FOR THE BONDS" herein.

No Acceleration or Early Redemption Upon Loss of Tax Exemption on the Bonds

Each Borrower has covenanted and agreed, pursuant to, among other documents, the related Regulatory Agreement and the related Tax Exemption Agreement, to comply with the provisions of the Code relating to the exclusion from gross income for federal income tax purposes of the interest payable on the related Bond issue. The financing documents contain provisions and procedures designed to assure compliance with such covenant. See "TAX MATTERS" herein. However, each Borrower's covenant to comply with the requirements of the Code is nonrecourse to the Borrower, and each Borrower's liability is limited to the revenues and assets comprising the related Project. Furthermore, any Borrower's failure to comply with such provisions will not constitute a default under the related Mortgage Loan and will not give rise to a redemption or acceleration of the related Bond issue (unless the holders of 75% of the Bonds Outstanding of such Bond issue so direct) and is not the basis for an increase in the rate of interest payable on the Bonds of such Bond issue. However, a Borrower's failure to comply with the related Regulatory Agreement will not give rise to a prepayment or acceleration of amounts due under the related Pass-Through Certificate, unless directed by Fannie Mae in its sole discretion. Consequently, interest on a Bond issue may become includable in gross income for purposes of federal income taxation retroactive to the date of issuance of such Bond issue by reason of the related Borrower's failure to comply with the requirements of federal tax law with respect to such Bond issue, and there is no assurance that either the Issuer, the related Trustee or the Bondholders of such Bond issue will have remedies available to them to mitigate the adverse economic effects to such Bondholders of such inclusion by reason of such Borrower's noncompliance.

Performance of the Projects

No assurance can be given as to the future performance of any of the Projects. See "THE MORTGAGE LOANS" and "THE PROJECTS AND THE PRIVATE PARTICIPANTS – Project Risk Factors" above. The economic feasibility of each Project depends in large part upon the ability of the related Borrower to maintain substantial occupancy throughout the term of the related Bond issue at sufficient rents. Occupancy of a Project may be affected by competition from existing housing facilities or from housing facilities which may be constructed in the areas served by such Project. Restrictions imposed under the Code on tenant income and the rent that can be charged could have an adverse effect on a Borrower's ability to satisfy its obligations under the related Financing Agreement, especially if operating expenses should increase beyond what was anticipated.

Default May Result in Redemption of the Bonds

A default by the Borrower under the related Mortgage Loan may – upon compliance with the terms of the related Pass-Through Certificate and the related Indenture – result in a mandatory redemption of the related Bond issue. No premium will be paid on such Bond issue in the event of such a redemption. See “DESCRIPTION OF THE BONDS—Redemption of Bonds” herein.

Estimated Rental Revenue/Vacancies

The economic feasibility of each of the Projects depends in large part upon the Project being substantially occupied at rentals adequate to cover all operating expenses of the related Project and debt service on the related Mortgage Loan as well as continued funding of the related HAP Contract by HUD. Although representatives of each of the Borrowers believe, based on surveys of the area where their respective Project is located, that a substantial number of persons currently need housing facilities such as their Project, occupancy of their Project may be affected by competition from existing housing facilities or from housing facilities which may be constructed in the area served by their Project. While each Borrower believes their Project is needed, there may be difficulties in keeping it substantially occupied. Furthermore, no assurance can be given that the low-income tenants are able to afford the rental rates of each of the Projects, notwithstanding the related HAP Contract and albeit at below market rental rates. The rent and affordability restrictions may adversely affect the revenues of each of the Projects.

Estimated Project Expenses; Management

The success of each of the Projects depends upon economic conditions, successful management of the Projects and other factors. Furthermore, should management of a Project prove to be inefficient, increases in operating expenses might exceed increases in rents which are permitted under the financing and regulatory restrictions. The economic feasibility of each of the Projects also depends to a large extent on operating expenses. No assurances can be given that moneys available to the Borrower from operation of the related Project will be sufficient to make the required payments under the related Financing Agreement and the related Mortgage Note.

CONTINUING DISCLOSURE

Each Borrower has undertaken all responsibilities for any continuing disclosure to owners of the related Bond issue as described below, and the Issuer shall have no liability to the owners or any other person with respect to such disclosures. Each Borrower has covenanted for the benefit of owners and Beneficial Owners of the related Bond issue to provide its audited financial statements and certain financial information and operating data relating to the Borrower of such Bond issue by not later than one hundred eighty (180) days after the end of each fiscal year (which fiscal year currently ends on December 31), commencing with the report for the fiscal year ending December 31, 2017 (the “Annual Report”), and to provide notices of the occurrence of certain enumerated events, if material. Each Annual Report is required to be filed by the related Borrower with MSRB. All notices of material events are required to be filed by the related Borrower with the MSRB. The specific nature of the information to be contained in each Annual Report and the notices of material events is described in APPENDIX F – “FORM OF CONTINUING DISCLOSURE AGREEMENT.” These covenants have been made in order to assist the Underwriter in complying with SEC Rule 15c2-12(b)(5).

None of the Borrowers have previously been subject to the continuing disclosure requirements of Rule 15c2-12.

FINANCIAL ADVISOR

George K. Baum & Company (the “Financial Advisor”) has served as financial advisor to the Issuer for purposes of assisting the Issuer with the development and implementation of the bond program in connection with each Bond issue. The Financial Advisor has not been engaged by the Issuer to compile, create or interpret any information in this Official Statement relating to the Issuer, including (without limitation) any of the Issuer’s financial and operating data, whether historical or projected. Any information contained in this Official Statement concerning the Issuer, any of its affiliates or contractors and any outside parties has not been independently verified

by the Financial Advisor, and inclusion of such information is not and should not be construed as a representation by the Financial Advisor as to its accuracy or completeness or otherwise. The Financial Advisor is not a public accounting firm, and has not been engaged by the Issuer to review or audit any information in this Official Statement in accordance with accounting standards.

The Financial Advisor does not assume any responsibility for the covenants and representations contained in any of the legal documents with respect to the federal income tax status of any Bond issue, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

TAX MATTERS

Tax Exemption

In General

Each of the Casa Inc. Bonds, the Casa Brendan Bonds and the Nuestro Hogar Bonds will be treated as a separate issue of bonds for federal income tax purposes and compliance with the federal tax rules will be determined separately for each Bond issue. In the opinion of Bond Counsel, assuming compliance with certain covenants and based on certain representations, under existing law (i) interest on each Bond issue is excludable from gross income for federal income tax purposes, except with respect to interest on any Bond of such Bond issue for any period during which it is held by a “substantial user” of the related Project or a “related person” of such a “substantial user” within the meaning of Section 147(a) of the Code, and (ii) interest on each Bond issue is not an item of tax preference includable in alternative minimum taxable income for purposes of calculating the alternative minimum tax on individuals and corporations.

The Code imposes a number of requirements that must be satisfied for interest on state or local obligations, such as the Bonds, to be excludable from gross income for federal income tax purposes. These requirements include, among other things, limitations on the use of the bond-financed project, limitations on the use of bond proceeds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of bond proceeds be paid periodically to the United States, and a requirement that the Issuer file an information report with the Internal Revenue Service (the “Service”). The Issuer and each of the Borrowers have covenanted in the related Indentures, Financing Agreements, Tax Exemption Agreements, and Regulatory Agreements that they will comply with these requirements.

Bond Counsel’s opinion will assume continuing compliance with the covenants of the related Indenture, Financing Agreement, Tax Exemption Agreement and Regulatory Agreement pertaining to those sections of the Code that affect the exclusion of interest on the related Bond issue from gross income for federal income tax purposes and, in addition, will rely on representations by the Issuer, each of the Borrowers, the Financial Advisor, the Lenders and the Underwriter with respect to matters solely within the knowledge of the Issuer, each of the Borrowers, the Financial Advisor, the Lenders and the Underwriter, respectively, which Bond Counsel has not independently verified. If the Issuer or a Borrower should fail to comply with the covenants in the related Indenture, Financing Agreement, Tax Exemption Agreement and Regulatory Agreement or if the foregoing representations should be determined to be inaccurate or incomplete, interest on the related Bond issue could become includable in gross income for federal income tax purposes from the date of original delivery of the Bonds of such Bond issue, regardless of the date on which the event causing such inclusion occurs.

Interest on each Bond issue is not treated as an “item of tax preference” to be included in the computation of “alternative minimum taxable income” for an individual or a corporation. Furthermore, interest on each Bond issue is not treated as includable in the “adjusted current earnings” of a corporation for purposes of computing its alternative minimum tax liability.

Except as stated above, Bond Counsel will express no opinion as to any federal, state or local tax consequences resulting from the receipt or accrual of interest on, or the acquisition, ownership or disposition of, any Bond issue.

Bond Counsel's opinions are based on existing law, which is subject to change. Such opinions are further based on Bond Counsel's knowledge of facts as of the date thereof. Bond Counsel assumes no duty to update or supplement its opinions to reflect any facts or circumstances that may thereafter come to Bond Counsel's attention or to reflect any changes in any law that may thereafter occur or become effective. Moreover, Bond Counsel's opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent Bond Counsel's legal judgment based upon its review of existing law and in reliance upon the representations and covenants referenced above that it deems relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of any Bond issue. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer and the owners of such Bond issue may not have a right to participate in such audit. Public awareness of any future audit of any Bond issue could adversely affect the value and liquidity of such Bond issue during the pendency of the audit regardless of the ultimate outcome of the audit.

Operation of the Project

In the case of bonds used to provide "qualified residential rental projects," such as each Bond issue, section 142 of the Code requires that such bonds also satisfy the tenant eligibility requirements applicable to "qualified residential rental projects" under section 142(d) of the Code. Section 142(d) of the Code requires that at all times during the "qualified project period" a certain percentage of the available units in each of the Projects be occupied by individuals with income below certain levels pursuant to the Issuer's election made under section 142(d)(1) of the Code. The "qualified project period" for each of the Projects will commence on the delivery date of the related Bond issue and will end on the latest of the following: (1) the date that is 15 years after the date of delivery of the related Bond issue; (2) the first day on which no tax-exempt private activity bond (as defined in section 141 of the Code) issued with respect to such Project remains outstanding for federal income tax purposes; or (3) the date on which any assistance provided with respect to such Project under Section 8 of the United States Housing Act of 1937, as amended, terminates. Treasury Regulations (the "Regulations") setting forth requirements for compliance with a comparable provision of the predecessor of section 142 of the Code require, among other things, that (1) the low-income set aside requirement must be met on a continuous basis during the "qualified project period", and (2) all of the units in each of the Projects must be rented or available for rental to the general public on a continuous basis during such period. Under the Regulations, the failure to satisfy the foregoing requirements on a continuous basis or the failure to satisfy any of the other requirements of the Regulations, unless corrected within a reasonable period of not more than 60 days after such non-compliance is first discovered or would have been discovered by the exercise of reasonable diligence, will cause interest on the related Bond issue to be includable in gross income for federal income tax purposes as of the date of its original issue, irrespective of the date such non-compliance actually occurred.

The Issuer has established requirements, procedures and safeguards that it believes to be sufficient to ensure compliance with the requirements of the Code and the Regulations with respect to each of the Projects. Such requirements, procedures and safeguards are incorporated into each of the Regulatory Agreements, the Financing Agreements, the Indentures and the Tax Exemption Agreements. In addition, the Issuer and the Trustee have each covenanted in the Tax Exemption Agreements to follow and enforce such procedures to ensure compliance with such requirements. However, no assurance can be given that in the event of a breach of any of the provisions or covenants described above, the remedies available to the Issuer and the Trustee can be judicially enforced in such manner as to assure compliance with the Code and the Regulations and therefore to prevent the loss of the exclusion from gross income for federal income tax purposes of the interest on a Bond issue. Furthermore, if a Borrower fails to comply with the related Regulatory Agreement or Tax Exemption Agreement, the enforcement remedies available to the Issuer, the related Trustee and the owners of the related Bond issue are severely limited and may be inadequate to prevent the loss of the excludability from gross income for federal income tax purposes of the interest on the related Bond issue retroactive to the date of issuance of such Bond issue. In such event, there is no provision for acceleration or redemption of such Bond issue, and the holders of such Bond issue may be required to hold such Bonds until maturity bearing interest that is includable in gross income for federal income tax purposes.

Bond Counsel's opinions assume continuous compliance with all covenants and requirements set forth in each of the Regulatory Agreements and the Tax Exemption Agreements pertaining to those sections of the Code that affect the exclusion of interest on each Bond issue from gross income for federal income tax purposes. Prospective

purchasers should be aware that the Federal National Mortgage Association (“Fannie Mae”) has required the inclusion of a section in each of the Regulatory Agreements (the “Fannie Mae Requirements”) that provides that any action taken under a Regulatory Agreement may not conflict with applicable Fannie Mae requirements. Bond Counsel expresses no opinion as to whether any of the covenants and requirements set forth in the Regulatory Agreements conflict with such Fannie Mae requirements. Furthermore, Bond Counsel expresses no opinion as to whether the interest on any Bond issue will be excludable from gross income for federal income tax purposes in the event that the Fannie Mae Requirements preclude compliance with any other of the covenants or requirements of the Regulatory Agreements.

Additional Federal Income Tax Considerations

Prospective purchasers of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle taxpayers otherwise qualifying for the health insurance premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the new “branch profit tax” on their effectively-connected earnings and profits, including tax-exempt interest such as interest on each Bond issue. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Under the Code, taxpayers are required to report on their returns the amount of tax-exempt interest, such as interest on each Bond issue, received or accrued during the year.

Tax Legislative Changes

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the exclusion of interest on each Bond issue from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of each Bond issue. Prospective purchasers of each Bond issue should consult with their own tax advisors with respect to any proposed, pending or future legislation.

NO LITIGATION

The Issuer

At the time of delivery and payment for each Bond issue, the Issuer will deliver, or cause to be delivered, a certificate of the Issuer substantially to the effect that there is no litigation or other proceeding now pending or threatened against the Issuer of which the Issuer has notice or, to the knowledge of the Issuer, any basis therefor, seeking to restrain or enjoin the issuance, sale, execution or delivery of each Bond issue, or in any way contesting or affecting the validity of each Bond issue or any proceedings of the Issuer taken with respect to the issuance or sale thereof or the financing of the Mortgage Loans or the pledge or application of any moneys or security provided for the payment of each Bond issue or the existence or powers of the Issuer, or contesting in any material respect the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or challenging the exclusion of interest on each Bond issue from gross income for Federal income tax purposes.

The Borrower

At the time of delivery and payment for each Bond issue, each Borrower will deliver, or cause to be delivered, a certificate of the Borrower substantially to the effect that there is no litigation of any nature now pending or, to the knowledge of the Borrower or its related General Partner, threatened in writing against or adversely affecting the existence of the Borrower or its related General Partner, involving the related Project in any material respect or seeking to restrain or enjoin the issuance, sale, execution or delivery of the related Bond issue or the financing of the related Mortgage Loan or the financing of the related Project, or in any way contesting or affecting the validity or enforceability of the related Bond issue or the related Bond Documents to which the Borrower is a party, or any proceedings of the Borrower taken with respect to the sale, execution or delivery thereof, or the application of any moneys or security provided for the payment of the related Bond issue, or contesting in any

way the completeness or accuracy of the Official Statement or any supplement or amendment thereto, or contesting the powers or authority of the Borrower with respect to the related Bond Documents to which it is a party or challenging the exclusion of interest on the related Bond issue from gross income for Federal income tax purposes.

CERTAIN LEGAL MATTERS

Legal matters incident to the authorization, issuance, sale and delivery of each Bond issue by the Issuer are subject to the approval of Bracewell LLP, Austin, Texas, Bond Counsel to the Issuer. Certain legal matters will be passed upon for the Issuer by McCall, Parkhurst & Horton L.L.P., Dallas, Texas and Mahomes Bolden PC, Dallas, Texas. Certain legal matters will be passed upon for Fannie Mae by its Office of General Counsel and by its Special Counsel, DLA Piper LLP (US). Certain legal matters will be passed upon for each Borrower by its Counsel, Levitt & Boccio, LLP, New York, New York, Locke Lord LLP, Austin, Texas, and The Law Offices of Dominic Audino, Austin, Texas. Certain legal matters will be passed upon for the Underwriter by its Counsel, Norris George & Ostrow PLLC, Washington, D.C.

LEGALITY OF BONDS FOR INVESTMENT AND DEPOSIT

The Act provides that bonds issued thereunder are legal and authorized investments for banks, savings banks, trust companies, building and loan associations, insurance companies, fiduciaries, trustees, guardians and for all public funds of the State or other political corporations or subdivisions of the State. Such bonds are eligible to secure the deposit of public funds of the State, localities, school districts or other political corporations or subdivisions of the State, and shall be security for such deposits to the extent of their value.

UNDERWRITING

Pursuant to a Bond Purchase Agreement among the Issuer, each of the Borrowers, and Jefferies LLC (the “Underwriter”), the Underwriter has agreed to purchase each Bond issue at a purchase price of \$34,700,000, representing the aggregate principal amount of each Bond issue, plus accrued interest to the date of delivery. The Casa Inc. Borrower, the Nuestro Hogar Borrower, and the Casa Brendan Borrower each agrees to pay to the Underwriter, for its services under the Bond Purchase Agreement, a fee equal to \$155,959.21, \$37,040.31, and \$32,491.50, respectively, from which it will pay certain fees and expenses of the financing.

The Bond Purchase Agreement provides that the Underwriter shall purchase all of the Bonds of each Bond issue if any are purchased, and that such obligation to purchase each Bond issue is subject to certain terms and conditions set forth in such Bond Purchase Agreement, the approval of certain legal matters by counsel and certain other conditions. The initial offering price set forth on the cover page hereof may be changed from time to time by the Underwriter and the Underwriter may offer and sell Bonds of each Bond issue to certain dealers (including dealer banks and dealers depositing Bonds in investment trusts) and others at prices lower than the public offering prices stated on the cover of this Official Statement. Such initial public offering prices may be changed from time to time by the Underwriter.

Each Borrower has agreed, pursuant to the Bond Purchase Agreement, to indemnify the Underwriter and the Issuer against certain liabilities relating to this Official Statement.

RATING

Moody’s Investors Service, Inc. (the “Rating Agency”) has assigned to each Bond issue a rating of “Aaa.” Such ratings reflect only the view of the Rating Agency and an explanation of the significance of the ratings may be obtained from the Rating Agency. There is no assurance that the ratings will continue for any given period of time or that they will not be revised or withdrawn entirely by the Rating Agency, if in its judgment, circumstances so warrant. A revision or withdrawal of a rating may have an effect on the market price of the related Bond issue.

A rating is not a recommendation to buy, sell, or hold any Bond issue. There is no assurance that a particular rating will be maintained for any given period of time or that it will not be lowered or withdrawn entirely if, in the judgment of the rating agency originally establishing the rating, circumstances so warrant. The Rating

Agency will not undertake responsibility either to bring to the attention of the registered owners of any Bond issue any proposed revision or withdrawal of the rating of the related Bond issue, if issued, or to oppose any such proposed revision or withdrawal. Any such change in or withdrawal of such a rating could have an adverse effect on the market price of the related Bond issue if a registered owner attempts to sell the same.

The Rating Agency has not assumed any responsibility either to notify the owners of any proposed change in or withdrawal of such ratings subsequent to the date of the Official Statement, and each of the Borrowers has such responsibility only in connection with the reporting of events as provided in their respective Continuing Disclosure Agreement. None of them has any responsibility to contest any such revision or withdrawal.

FURTHER INFORMATION

The information contained in this Official Statement is subject to change without notice and no implication should be derived therefrom or from the sale of any Bond issue that there has been no change in the affairs of the Issuer from the date hereof. Pursuant to each of the Indentures, the Issuer has covenanted to keep proper books of record and account in which full, true and correct entries will be made of all its dealings and transactions under each of the Indentures and to cause such books to be audited for each fiscal year. Each Indenture requires that such books be open to inspection by the related Trustee and the owners of not less than 25% of the related Bond issue issued thereunder during regular business hours of the Issuer and that the Issuer furnish a copy of the auditor's report, when available, upon the request of the owner of any Outstanding Bond of such Bond issue.

MISCELLANEOUS

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 Issuer and the purchasers or owners of any Bonds of any Bond issue.

This Official Statement is submitted in connection with the sale of each Bond issue and may not be reproduced or used, as a whole or in part, for any other purpose. This Official Statement and the distribution thereof have been duly authorized and approved by the Issuer and the Official Statement has been duly executed and delivered on behalf of each of the Borrowers with respect to its Project and private participants and its related Bond issue.

[Remainder of Page Intentionally Left Blank]

[Borrower Signature Page to Official Statement]

THF CASA, LP,
a Texas limited partnership

By: THF Casa GP, LLC,
a Texas limited liability company,
its General Partner

By: THF Housing Development Corporation,
a Texas non-profit corporation,
its sole managing member

By: /s/ Mark Mayfield
Mark Mayfield, President

[Signature Page Continues on Next Page]

[Borrower Signature Page to Official Statement]

THF NUESTRO HOGAR, LP,
a Texas limited partnership

By: THF Nuestro Hogar GP, LLC,
a Texas limited liability company,
its General Partner

By: THF Housing Development Corporation,
a Texas non-profit corporation,
its sole managing member

By: /s/ Mark Mayfield
Mark Mayfield, President

[Signature Page Continues on Next Page]

[Borrower Signature Page to Official Statement]

THF CASA BRENDAN, LP,
a Texas limited partnership

By: THF Casa Brendan GP, LLC,
a Texas limited liability company,
its General Partner

By: THF Housing Development Corporation,
a Texas non-profit corporation,
its sole managing member

By: /s/ Mark Mayfield
Mark Mayfield, President

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX A

DEFINITIONS OF CERTAIN TERMS

Certain capitalized terms used in this Official Statement are defined below. The following is subject to all the terms and provisions of each of the Indentures, to which reference is hereby made and copies of which are available from the Issuer or the Trustee. Except with respect to certain dollar amounts, percentages, and parties, the terms of the Indentures, Financing Agreements, and Regulatory Agreements are substantially identical.

“Act” means Chapter 2306, Texas Government Code, as amended.

“Actual/360” means a computation of interest accrual on the basis of a three hundred sixty (360) day year and the actual number of calendar days during the applicable month, calculated by multiplying the unpaid principal balance of the Bonds by the Pass-Through Rate, dividing the product by three hundred sixty (360), and multiplying the quotient obtained by the actual number of days elapsed in the applicable month.

“Assigned Loan” means each Mortgage Loan assigned to the Lender by the Issuer on the Closing Date.

“Attesting Officer” means such officer or official of the Issuer who in accordance with the Bond Resolution, the laws of the State, the bylaws or other governing documents of the Issuer or practice or custom, regularly certifies official acts and records of the Issuer, and includes any assistant or deputy officer to the principal officer or officers exercising such responsibilities.

“Authorized Officer” means the Chair or Vice Chair of the Governing Body, the Executive Director of the Issuer, the Deputy Executive Directors of the Issuer, the Director of Bond Finance of the Issuer, the Director of Multifamily Finance of the Issuer, the Director of Texas Homeownership of the Issuer and the Secretary or any Assistant Secretary to the Governing Body.

“Bankruptcy Code” means the Federal Bankruptcy Code, Title 11 of the United States Code.

“Beneficial Owner” means the purchaser of a beneficial interest in the Bonds.

“Bonds” means, collectively, the Casa Inc. Bonds, the Nuestro Hogar Bonds, and the Casa Brendan Bonds.

“Bond Counsel” means any counsel nationally recognized as having an expertise in connection with the excludability of interest on obligations of states and local governmental units from gross income for federal income tax purposes, and initially means Bracewell LLP.

“Bond Documents” shall have the meaning assigned to such term in the related Financing Agreement.

“Bond Fund” means the Fund created and so designated in each Indenture.

“Bondholder” or “holder” or “owner” of any Bond or any similar term shall mean the person in whose name any Bond is registered.

“Bond Register” means the registration books of the Issuer maintained by the Trustee as provided in each Indenture on which registration and transfer of the related Bonds is to be recorded.

“Bond Registrar” means the Trustee.

“Bond Resolution” means, collectively, the Casa Inc. Bond Resolution, the Nuestro Hogar Bond Resolution, and the Casa Brendan Bond Resolution.

“Book Entry Bonds” means the Bonds for which a Depository or its Nominee is the Bondholder.

“Borrower” or “Borrowers” means, individually or collectively, as the context may dictate, the Casa Inc. Borrower, the Nuestro Hogar Borrower, and the Casa Brendan Borrower.

“Business Day” means, with respect to the Pass-Through Certificate and the Bonds, any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent is closed, a day when the Federal Reserve Bank of New York is closed, or a day when the Federal Reserve Bank is closed in a district where a certificate account is located if the related withdrawal is being made from that certificate account, and, with respect to the Bonds, any such day that is also a day on which the Trustee is open for business.

“Casa Brendan Bonds” means the Issuer’s Multifamily Housing Revenue Bonds (Fannie Mae MBS Collateralized Pass-Through – Casa Brendan Apartments), Series 2017, in the principal amount of \$5,000,000, including any bond or bonds, as the case may be, authorized under and secured by, and issued pursuant to, the Casa Brendan Indenture.

“Casa Brendan Bond Resolution” means the resolution of the Issuer adopted on September 7, 2017, authorizing the issuance and sale of the Casa Brendan Bonds.

“Casa Brendan Borrower” means THF Casa Brendan, LP, a Texas limited partnership.

“Casa Brendan Financing Agreement” means the Financing Agreement dated as of the date of the Casa Brendan Indenture among the Issuer, the Casa Brendan Borrower, the Casa Brendan Lender and the Casa Brendan Trustee, as it may be amended from time to time.

“Casa Brendan Indenture” means the Indenture of Trust between the Issuer and the Casa Brendan Trustee as it may from time to time be amended, modified or supplemented by Supplemental Indentures.

“Casa Brendan Lender” means Wells Fargo Bank, National Association, a national banking association, and its successors and assigns.

“Casa Brendan Mortgage Loan” means the mortgage loan made to the Casa Brendan Borrower by the Issuer with respect to the Casa Brendan Project on the Closing Date and assigned to the Casa Brendan Lender.

“Casa Brendan Mortgage Note” means that certain Multifamily Note from the Casa Brendan Borrower payable to the order of the Issuer and endorsed by the Issuer, without recourse, to the order of the Casa Brendan Lender, evidencing the Casa Brendan Borrower’s obligation to repay the Casa Brendan Mortgage Loan.

“Casa Brendan Original Issue Price” means the price of \$5,000,000 paid upon the issuance of the Casa Brendan Bonds.

“Casa Brendan Pass-Through Certificate” means the Guaranteed Mortgage Pass-Through Certificate with respect to the Casa Brendan Mortgage Loan bearing interest at the Pass-Through Rate, to be issued to and registered in the name of the Casa Brendan Trustee by Fannie Mae pursuant to the Casa Brendan Indenture.

“Casa Brendan Pass-Through Certificate Purchase Price” means the principal amount outstanding on the Casa Brendan Mortgage Loan plus accrued interest on the Casa Brendan Pass-Through Certificate at the Pass-Through Rate. Such amount shall equal the original principal amount of the Casa Brendan Mortgage Loan (\$5,000,000) less any scheduled principal payments on or prepayments of the Casa Brendan Mortgage Loan prior to the Purchase Date.

“Casa Brendan Pass-Through Rate” means 3.15% per annum.

“Casa Brendan Project” means the multifamily rental housing development, known as Casa Brendan Apartments, located in Stephenville, Texas, on the site described in the related Mortgage.

“Casa Brendan Regulatory Agreement” means the Regulatory and Land Use Restriction Agreement relating to the related Mortgaged Property, dated as of October 1, 2017, by the Issuer, the Casa Brendan Trustee, the Fee Owner and the Casa Brendan Borrower, as it may be amended, supplemented or restated from time to time.

“Casa Brendan Subordinate Mortgage” means the Subordinate Multifamily Leasehold Deed of Trust, Security Agreement and Fixture Filing dated as of October 1, 2017 from the Casa Brendan Borrower for the benefit of the Casa Brendan Trustee and the Issuer as security for the Casa Brendan Borrower’s obligations under the Casa Brendan Financing Agreement other than repayment of principal and interest on the Casa Brendan Mortgage Note.

“Casa Brendan Tax Exemption Agreement” means that certain Tax Exemption Agreement dated as of the date of the Casa Brendan Indenture, by and among the Issuer, the Casa Brendan Borrower and the Casa Brendan Trustee, as in effect on the Closing Date and as it may thereafter be amended or supplemented or restated in accordance with its terms.

“Casa Brendan Term Sheet” means the Term Sheet relating to the terms of the Casa Brendan Mortgage Loan and, when and if issued, the Casa Brendan Pass-Through Certificate, dated the Closing Date and attached hereto as APPENDIX G.

“Casa Brendan Trustee” means Wilmington Trust, National Association and its successors and any successor trustee under the Casa Brendan Indenture.

“Casa Inc. Bonds” means the Issuer’s Multifamily Housing Revenue Bonds (Fannie Mae MBS Collateralized Pass-Through – Casa Inc. Apartments), Series 2017, in the principal amount of \$24,000,000, including any bond or bonds, as the case may be, authorized under and secured by, and issued pursuant to, the Casa Inc. Indenture.

“Casa Inc. Bond Resolution” means the resolution of the Issuer adopted on September 7, 2017, authorizing the issuance and sale of the Casa Inc. Bonds.

“Casa Inc. Borrower” means THF Casa, LP, a Texas limited partnership.

“Casa Inc. Financing Agreement” means the Financing Agreement dated as of the date of the Casa Inc. Indenture among the Issuer, the Casa Inc. Borrower, the Casa Inc. Lender and the Casa Inc. Trustee, as it may be amended from time to time.

“Casa Inc. Indenture” means the Indenture of Trust between the Issuer and the Casa Inc. Trustee as it may from time to time be amended, modified or supplemented by Supplemental Indentures.

“Casa Inc. Lender” means Wells Fargo Bank, National Association, a national banking association, and its successors and assigns.

“Casa Inc. Mortgage Loan” means the mortgage loan made to the Casa Inc. Borrower by the Issuer with respect to the Casa Inc. Project on the Closing Date and assigned to the Casa Inc. Lender.

“Casa Inc. Mortgage Note” means that certain Multifamily Note from the Casa Inc. Borrower payable to the order of the Issuer and endorsed by the Issuer, without recourse, to the order of the Casa Inc. Lender, evidencing the Casa Inc. Borrower’s obligation to repay the Casa Inc. Mortgage Loan.

“Casa Inc. Original Issue Price” means the price of \$24,000,000 paid upon the issuance of the Casa Inc. Bonds.

“Casa Inc. Pass-Through Certificate” means the Guaranteed Mortgage Pass-Through Certificate with respect to the Casa Inc. Mortgage Loan bearing interest at the Pass-Through Rate, to be issued to and registered in the name of the Casa Inc. Trustee by Fannie Mae pursuant to the Casa Inc. Indenture.

“Casa Inc. Pass-Through Certificate Purchase Price” means the principal amount outstanding on the Casa Inc. Mortgage Loan plus accrued interest on the Casa Inc. Pass-Through Certificate at the Pass-Through Rate. Such amount shall equal the original principal amount of the Casa Inc. Mortgage Loan (\$24,000,000) less any scheduled principal payments on or prepayments of the Casa Inc. Mortgage Loan prior to the Purchase Date.

“Casa Inc. Pass-Through Rate” means 3.15% per annum.

“Casa Inc. Project” means the multifamily rental housing development, known as Casa Inc. Apartments, located in Fort Worth, Texas, on the site described in the Mortgage.

“Casa Inc. Regulatory Agreement” means the Regulatory and Land Use Restriction Agreement relating to the related Mortgaged Property, dated as of October 1, 2017, by the Issuer, the Casa Inc. Trustee, the Fee Owner and the Casa Inc. Borrower, as it may be amended, supplemented or restated from time to time.

“Casa Inc. Subordinate Mortgage” means the Subordinate Multifamily Leasehold Deed of Trust, Security Agreement and Fixture Filing dated as of October 1, 2017 from the Casa Inc. Borrower for the benefit of the Casa Inc. Trustee and the Issuer as security for the Casa Inc. Borrower’s obligations under the Casa Inc. Financing Agreement other than repayment of principal and interest on the Casa Inc. Mortgage Note.

“Casa Inc. Tax Exemption Agreement” means that certain Tax Exemption Agreement dated as of the date of the Casa Inc. Indenture, by and among the Issuer, the Casa Inc. Borrower and the Casa Inc. Trustee, as in effect on the Closing Date and as it may thereafter be amended or supplemented or restated in accordance with its terms.

“Casa Inc. Term Sheet” means the Term Sheet relating to the terms of the Casa Inc. Mortgage Loan and, when and if issued, the Casa Inc. Pass-Through Certificate, dated the Closing Date and attached hereto as APPENDIX G.

“Casa Inc. Trustee” means Wilmington Trust, National Association and its successors and any successor trustee under the Casa Inc. Indenture.

“Closing Date” means the date the bonds of each Bond issue are initially issued and delivered to the original purchaser or purchasers thereof.

“Code” means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations promulgated under such section, (b) any successor provision of similar import enacted after the date of the Indenture, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

“Collateral Security Fund” means the Fund created and so designated in each Indenture.

“Collateral Security Interest Account” means the Account of that name created and so designated in each Indenture.

“Collateral Security Principal Account” means the Account of that name created and so designated in each Indenture.

“Comptroller” means the Comptroller of Public Accounts of the State of Texas.

“Continuing Disclosure Agreement” means each Continuing Disclosure Agreement dated as of the date of the related Indenture between each Borrower and the Dissemination Agent, as originally executed and as it may be amended from time to time in accordance with the terms of related Indenture.

“Costs of Issuance” has the meaning given to such term in the Tax Exemption Agreement.

“Costs of Issuance Fund” means the Fund created and so designated in each Indenture.

“Counsel’s Opinion” means a written opinion, including opinions supplemental thereto, signed by an attorney or firm of attorneys (who may be counsel for the Issuer, the Borrower or Fannie Mae) acceptable to the Trustee.

“Depository” means, initially, DTC and any replacement securities depository appointed under each Indenture.

“Dissemination Agent” means the Trustee, or any successor, as Dissemination Agent under each Continuing Disclosure Agreement.

“DTC” means The Depository Trust Company, New York, New York.

“Electronic Means” means a facsimile transmission or any other electronic means of communication approved in writing by Fannie Mae.

“Event of Default” means any occurrence or event specified as such in each Indenture.

“Extension Deposit” means the deposit of Preference Proof Moneys described in each Indenture.

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

“Fannie Mae Trust Indenture” means that certain Trust Indenture of Fannie Mae in its corporate capacity and Fannie Mae in its trustee capacity, dated as of October 1, 2010, (for fully fixed rate mortgage loans) as amended and supplemented, pursuant to which the Pass-Through Certificate is issued.

“Favorable Opinion of Bond Counsel” means, with respect to a particular tax issue of the Bonds and with respect to any action, or omission of an action, the taking or omission of which requires such an opinion, an unqualified written opinion of Bond Counsel to the effect that such action or omission will not adversely affect the Federal Tax Status of such issue of Bonds (subject to the inclusion of any exceptions contained in the opinion delivered upon the original issuance of such issue of Bonds or such other customary exceptions that are acceptable to the recipient(s) thereof).

“Federal Tax Status” means, as to the Bonds of each issue, the status under existing law of the interest on the Bonds as excludable from gross income for federal income tax purposes (except on any Bond for any period during which it is held by a “substantial user” of the Project or by a “related person” to such a “substantial user,” each within the meaning of Section 147(a) of the Code).

“Fee Owner” means Texas Housing Foundation, a Texas regional housing authority.

“Financing Agreement” or “Financing Agreements” means, individually or collectively, as the context may dictate, the Casa Inc. Financing Agreement, the Nuestro Hogar Financing Agreement, and the Casa Brendan Financing Agreement.

“First Payment Date” means November 28, 2017.

“Fund” or “Account” means a fund or account created by or pursuant to each Indenture.

“Governing Body” means the members of the governing board of the Issuer, or any governing body that succeeds to the functions of the governing board of the Issuer.

“Government Obligations” means direct obligations of, and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by, the full faith and credit of the United States of America.

“Highest Rating Category” has the meaning, with respect to an Investment, given in this definition. If the Bonds are rated by a Rating Agency, the term “Highest Rating Category” means, with respect to an Investment, that the Investment is rated by each Rating Agency in the highest rating given by that Rating Agency for that general category of security. If at any time the Bonds are not rated (and, consequently, there is no Rating Agency), then the term “Highest Rating Category” means, with respect to an Investment, that the Investment is rated by S&P or Moody’s in the highest rating given by that rating agency for that general category of security. By way of example, the Highest Rating Category for tax-exempt municipal debt established by S&P is “A-1+” for debt with a term of one year or less and “AAA” for a term greater than one year, with corresponding ratings by Moody’s of “MIG-1” (for fixed rate) or “VMIG-1” (for variable rate) for one year or less and “Aaa” for greater than one year. If at any time (i) the Bonds are not rated, (ii) both S&P and Moody’s rate an Investment and (iii) one of those ratings is below the Highest Rating Category, then such Investment will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency. For example, an Investment rated “AAA” by S&P and “Aa3” by Moody’s is rated in the Highest Rating Category. If, however, the lower rating is more than one full rating category below the Highest Rating Category of that rating agency, then the Investment will be deemed to be rated below the Highest Rating Category. For example, an Investment rated “AAA” by S&P and “A1” by Moody’s is not rated in the Highest Rating Category.

“Indenture” or “Indentures” means, individually or collectively, as the context may dictate, the Casa Inc. Indenture, the Nuestro Hogar Indenture, and the Casa Brendan Indenture.

“Investment” means any Permitted Investment and any other investment held under each Indenture that does not constitute a Permitted Investment.

“Issuer” means the Texas Department of Housing and Community Affairs, a public and official agency of the State of Texas.

“Issuer Administration Fee” means the fee payable annually in advance to the Issuer on each October 1, in the amount of .10% per annum of the aggregate principal amount of each Bond issue Outstanding at the inception of each payment period; provided that, on the Closing Date, each Borrower will pay the Issuer Administration Fee in advance to the Issuer for the period from the Closing Date to September 30, 2019; and provided further that the Trustee will remit to the Issuer, payable solely from funds provided by each Borrower, all payments of the Issuer Administration Fee due on or after October 1, 2019. The Issuer will submit an invoice to the Trustee for all Issuer Administration Fees due after the Closing Date.

“Issuer Compliance Fee” means the fee payable annually in advance to the Issuer on each October 1, in the amount of \$25 per unit in each Project (to be increased annually based on any corresponding increase in the Consumer Price Index); provided that, on the Closing Date, each Borrower will pay the Issuer Compliance Fee to the Issuer for the period from October 1, 2019 to September 30, 2020; and provided further that the Trustee will remit to the Issuer, solely from funds provided by each Borrower, all payments of the Issuer Compliance Fee due on or after October 1, 2020. The Issuer Compliance Fee is for bond compliance only, and an additional fee may be charged for tax credit compliance. The Issuer will submit an invoice to the Trustee for all Issuer Compliance Fees due after the Closing Date.

“Issuer Fees” means, collectively, the Issuer Administration Fee and the Issuer Compliance Fee.

“Lender” or “Lenders” means, individually or collectively, as the context may dictate, the Casa Inc. Lender, the Nuestro Hogar Lender, and the Casa Brendan Lender.

“Mandatory Redemption Date” means December 27, 2017, as such date may be extended pursuant to each Indenture.

“Maturity Date” means November 1, 2033, subject to final payment of principal with respect to each Pass-Through Certificate (November 25, 2033) which will be passed through to the related Bondholders on November 28, 2033.

“Moody’s” means Moody’s Investors Service, Inc., a Delaware corporation, and its successors and assigns, or if it is dissolved or no longer assigns credit ratings, then any other nationally recognized statistical rating agency, designated by Fannie Mae, as assigns credit ratings.

“Mortgage” means the Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing for each Project, dated the Closing Date, together with all riders and exhibits, securing the Mortgage Note, executed by each Borrower and the Fee Owner with respect to the property described in the related Mortgage, as it may be amended, supplemented or restated from time to time, or any security instrument executed in substitution therefor, as such substitute security instrument may be amended, supplemented or restated from time to time.

“Mortgage Loan” or “Mortgage Loans” means, individually or collectively, as the context may dictate, the Casa Inc. Mortgage Loan, the Nuestro Hogar Mortgage Loan, and the Casa Brendan Mortgage Loan.

“Mortgage Loan Documents” means, collectively, each Mortgage Note, each Mortgage and all other documents, agreements and instruments evidencing, securing or otherwise relating to that Mortgage Loan, as each such document, agreement or instrument may be amended, supplemented or restated from time to time. Neither the Financing Agreement nor the Regulatory Agreement is a Mortgage Loan Document and neither document is secured by the Mortgage.

“Mortgage Note” means, individually or collectively, as the context may dictate, the Casa Inc. Mortgage Note, the Nuestro Hogar Mortgage Note, and the Casa Brendan Mortgage Note.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to the Indenture.

“Nuestro Hogar Bonds” means the Issuer’s Multifamily Housing Revenue Bonds (Fannie Mae MBS Collateralized Pass-Through – Nuestro Hogar Apartments), Series 2017, in the principal amount of \$5,700,000, including any bond or bonds, as the case may be, authorized under and secured by, and issued pursuant to, the Nuestro Hogar Indenture.

“Nuestro Hogar Bond Resolution” means the resolution of the Issuer adopted on September 7, 2017, authorizing the issuance and sale of the Nuestro Hogar Bonds.

“Nuestro Hogar Borrower” means THF Nuestro Hogar, LP, a Texas limited partnership.

“Nuestro Hogar Financing Agreement” means the Financing Agreement dated as of the date of the Nuestro Hogar Indenture among the Issuer, the Nuestro Hogar Borrower, the Nuestro Hogar Lender and the Nuestro Hogar Trustee, as it may be amended from time to time.

“Nuestro Hogar Indenture” means the Indenture of Trust between the Issuer and the Nuestro Hogar Trustee as it may from time to time be amended, modified or supplemented by Supplemental Indentures.

“Nuestro Hogar Lender” means Wells Fargo Bank, National Association, a national banking association, and its successors and assigns.

“Nuestro Hogar Mortgage Loan” means the mortgage loan made to the Nuestro Hogar Borrower by the Issuer with respect to the Nuestro Hogar Project on the Closing Date and assigned to the Nuestro Hogar Lender.

“Nuestro Hogar Mortgage Note” means that certain Multifamily Note from the Nuestro Hogar Borrower payable to the order of the Issuer and endorsed by the Issuer, without recourse, to the order of the Nuestro Hogar Lender, evidencing the Nuestro Hogar Borrower’s obligation to repay the Nuestro Hogar Mortgage Loan.

“Nuestro Hogar Original Issue Price” means the price of \$5,700,000 paid upon the issuance of the Nuestro Hogar Bonds.

“Nuestro Hogar Pass-Through Certificate” means the Guaranteed Mortgage Pass-Through Certificate with respect to the Nuestro Hogar Mortgage Loan bearing interest at the Pass-Through Rate, to be issued to and registered in the name of the Nuestro Hogar Trustee by Fannie Mae pursuant to the Nuestro Hogar Indenture.

“Nuestro Hogar Pass-Through Certificate Purchase Price” means the principal amount outstanding on the Nuestro Hogar Mortgage Loan plus accrued interest on the Nuestro Hogar Pass-Through Certificate at the Pass-Through Rate. Such amount shall equal the original principal amount of the Nuestro Hogar Mortgage Loan (\$5,700,000) less any scheduled principal payments on or prepayments of the Nuestro Hogar Mortgage Loan prior to the Purchase Date.

“Nuestro Hogar Pass-Through Rate” means 3.15% per annum.

“Nuestro Hogar Project” means the multifamily rental housing development, known as Nuestro Hogar Apartments, located in Arlington, Texas, on the site described in the related Mortgage.

“Nuestro Hogar Regulatory Agreement” means the Regulatory and Land Use Restriction Agreement relating to the related Mortgaged Property, dated as of October 1, 2017, by the Issuer, the Nuestro Hogar Trustee, the Fee Owner and the Nuestro Hogar Borrower, as it may be amended, supplemented or restated from time to time.

“Nuestro Hogar Subordinate Mortgage” means the Subordinate Multifamily Leasehold Deed of Trust, Security Agreement and Fixture Filing dated as of October 1, 2017 from the Nuestro Hogar Borrower for the benefit of the Nuestro Hogar Trustee and the Issuer as security for the Nuestro Hogar Borrower’s obligations under the Nuestro Hogar Financing Agreement other than repayment of principal and interest on the Nuestro Hogar Mortgage Note.

“Nuestro Hogar Tax Exemption Agreement” means that certain Tax Exemption Agreement dated as of the date of the Nuestro Hogar Indenture, by and among the Issuer, the Nuestro Hogar Borrower and the Nuestro Hogar Trustee, as in effect on the Closing Date and as it may thereafter be amended or supplemented or restated in accordance with its terms.

“Nuestro Hogar Term Sheet” means the Term Sheet relating to the terms of the Nuestro Hogar Mortgage Loan and, when and if issued, the Nuestro Hogar Pass-Through Certificate, dated the Closing Date and attached hereto as APPENDIX G.

“Nuestro Hogar Trustee” means Wilmington Trust, National Association and its successors and any successor trustee under the Nuestro Hogar Indenture.

“Officer’s Certificate” means a certificate signed by an Authorized Officer or, if such certificate pertains to official action taken by the Issuer or official records of the Issuer, by an Attesting Officer.

“Operating Fund” means the Fund created and so designated in each Indenture.

“Operating Revenues” means all amounts deposited into the related Operating Fund from amounts paid under each Financing Agreement.

“Outstanding” means, when used with reference to the Bonds and as of any particular date, all Bonds theretofore and thereupon being delivered except (a) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation; (b) any Bond for the payment or redemption of which either (i) moneys equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, or (ii) specified types of Permitted Investments or moneys in the amounts, of the maturities and otherwise as described and required under the provisions of the Indenture, shall have theretofore been deposited with the Trustee in trust (whether upon or prior to maturity or the redemption date of such Bond) and, except in the case of a Bond to be paid at maturity, as to which a redemption notice shall have been given or provided for in accordance with the provisions of the Indenture, and (c) any Bond in lieu of or in substitution for which another Bond shall have been delivered pursuant to the Indenture.

“Participant” means a member of, or a participant in, the Depository.

“Pass-Through Certificate” or “Pass-Through Certificates” means, individually or collectively, as the context may dictate, the Casa Inc. Pass-Through Certificate, the Nuestro Hogar Pass-Through Certificate, and the Casa Brendan Pass-Through Certificate.

“Pass-Through Certificate Purchase Price” means, collectively, the Pass the Casa Inc. Pass-Through Certificate Purchase Price, the Nuestro Hogar Pass-Through Certificate Purchase Price, and the Casa Brendan Pass-Through Certificate Purchase Price.

“Pass-Through Certificate Revenues” means all payments made under and pursuant to the related Pass-Through Certificate.

“Pass-Through Rate” means, individually or collectively, as the context may dictate, the Casa Inc. Pass-Through Rate, the Nuestro Hogar Pass-Through Rate, and the Casa Brendan Pass-Through Rate.

“Payment Date” means (i) the First Payment Date, (ii) prior to the Purchase Date and prior to the Mandatory Redemption Date, as such date may be extended pursuant to each Indenture, the 26th day of the month (or the next Business Day if the 26th is not a Business Day), and (iii) after the Purchase Date, one Business Day after each date principal, interest, or premium, if any, payment is made pursuant to the related Pass-Through Certificate (which shall be the 25th day of the month, or the next Business Day if the 25th is not a Business Day, after payment is due on the underlying Mortgage Loan). The payment of interest on a Payment Date shall relate to the interest accrued during the preceding calendar month. There shall be no further accrual of interest from the Maturity Date to the final Payment Date.

“Permitted Investments” means, to the extent authorized by law for investment of moneys of the Issuer:

(a) Government Obligations; and

(b) Subject to the ratings requirements set forth in this definition, shares in any money market mutual fund (including those of the Trustee or any of its affiliates) registered under the Investment Company Act of 1940, as amended, that have been rated AAAM-G or AAAM by S&P or Aaa by Moody’s so long as the portfolio of such money market mutual fund is limited to Government Obligations and agreements to repurchase Government Obligations. If the Bonds are rated by a Rating Agency, the money market mutual fund must be rated AAAM-G or AAAM by S&P, if S&P is a Rating Agency, or Aaa by Moody’s, if Moody’s is a Rating Agency. If at any time the Bonds are not rated (and, consequently, there is no Rating Agency), then the money market mutual fund must be rated AAAM-G or AAAM by S&P or Aaa by Moody’s. If at any time (i) the Bonds are not rated, (ii) both S&P and Moody’s rate a money market mutual fund and (iii) one of those ratings is below the level required by this paragraph, then such money market mutual fund will, nevertheless, be deemed to be rated in the Highest Rating Category if the lower rating is no more than one rating category below the highest rating category of that rating agency.

“Preference Proof Moneys” means (i) moneys drawn on a letter of credit, (ii) proceeds of the Bonds, (iii) proceeds of each Mortgage Loan or (iv) moneys in connection with which the Trustee shall have been delivered an opinion of bankruptcy counsel acceptable to it to the effect that the use of such moneys would not be avoidable as a preference under Section 547 of the United States Bankruptcy Code or give rise to a stay under Section 362(a) of the United States Bankruptcy Code.

“Proceeds Fund” means the Fund created and so designated in each Indenture.

“Project” or “Projects” means, individually or collectively, as the context may dictate, the Casa Inc. Project, the Nuestro Hogar Project, and the Casa Brendan Project.

“Purchase Date” means the date on which funds in each Collateral Security Principal Account are applied by the Trustee to the purchase of the related Pass-Through Certificate.

“Qualified Financial Institution” means any of: (i) bank or trust company organized under the laws of any state of the United States of America, (ii) national banking association, (iii) savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, (iv) federal branch or agency pursuant to the International Banking Act of 1978 or any successor provisions of law or a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, (v) government bond dealer reporting to, trading with, and recognized as a primary dealer by the Federal Reserve Bank of New York, (vi) securities dealer approved in writing by Fannie Mae the liquidation of which is subject to the Securities Investors Protection Corporation or other similar corporation and (vii) any other entity which is acceptable to Fannie Mae.

“Rating Agency” means Moody’s or any other nationally recognized securities rating agency rating the Bonds, or such rating agency’s successors or assigns.

“Rebate Fund” means the Fund created and so designated in each Indenture.

“Record Date” means the fifteenth day of the month (regardless of whether a Business Day) immediately preceding each Payment Date.

“Redemption Price,” when used with respect to a Bond or portion thereof redeemed pursuant to mandatory redemption from principal payments or prepayments, means the principal amount of the related Pass-Through Certificate or portion prepaid, plus premium, if any, paid and interest received pursuant to the related Pass-Through Certificate as provided in each Indenture, and with respect to a Bond or portion thereof redeemed pursuant to mandatory redemption upon failure to purchase the related Pass-Through Certificate, means the principal amount thereof to be redeemed plus interest thereon as provided in each Indenture to be paid from amounts in the related Collateral Security Interest Account.

“Regulations” means the applicable proposed, temporary or final Treasury Regulations promulgated under the Code or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

“Regulatory Agreement” or “Regulatory Agreements” means, individually or collectively, as the context may dictate, the Casa Inc. Regulatory Agreement, the Nuestro Hogar Regulatory Agreement, and the Casa Brendan Regulatory Agreement.

“Rehabilitation Account” means the Account of that name created and so designated within each Proceeds Fund.

“Rehabilitation Agreement” means the provisions relating to rehabilitation of the Project set forth in each Loan and Security Agreement between the Borrower and the Lender.

“Representation Letter” has the meaning given to such term in each Indenture.

“Reserved Rights” of the Issuer means with respect to each Bond issue (a) all of the Issuer’s right, title and interest in and to all reimbursement, costs, expenses and indemnification; (b) the right of the Issuer to amounts payable to it pursuant to the Financing Agreement, including the Issuer’s Fees; (c) all rights of the Issuer to receive any Rebate Amount (as defined in the Tax Exemption Agreement) required to be rebated to the United States of America under the Code in connection with the Bonds, as described in the Tax Exemption Agreement; (d) all rights of the Issuer to receive notices, reports or other information, and to make determinations and grant approvals or consent under the Indenture, the Financing Agreement, the Regulatory Agreement and the Tax Exemption Agreement; (e) all rights of the Issuer of access to the Project and documents related thereto and to specifically enforce the representations, warranties, covenants and agreements of the Borrower set forth in the Financing Agreement, the Tax Exemption Agreement and in the Regulatory Agreement; (f) any and all rights, remedies and limitations of liability of the Issuer set forth in the Indenture, the Financing Agreement, the Regulatory Agreement, the Tax Exemption Agreement, the Mortgage, or the Subordinate Mortgage, as applicable, regarding (1) the

negotiability, registration and transfer of the Bonds, (2) the loss or destruction of the Bonds, (3) the limited liability of the Issuer as provided in the Act, the Indenture, the Financing Agreement, the Regulatory Agreement, the Tax Exemption Agreement, the Mortgage, the Subordinate Mortgage or the Mortgage Note, (4) the maintenance of insurance by the Borrower, (5) no liability of the Issuer to third parties, and (6) no warranties of suitability or merchantability by the Issuer; (g) all rights of the Issuer in connection with any amendment to or modification of the Indenture, the Financing Agreement, the Regulatory Agreement, the Tax Exemption Agreement, the Mortgage, Subordinate Mortgage and the Mortgage Note, (h) any and all limitations of the Issuer's liability and the Issuer's disclaimers of warranties set forth in the Indenture, the Regulatory Agreement, the Tax Exemption Agreement or the Financing Agreement, and the Issuer's right to inspect and audit the books, records and permits of the Borrower and the Project, and (i) any and all rights under the Financing Agreement and the Regulatory Agreement required for the Issuer to enforce or to comply with Section 2306.186 of the Texas Government Code.

"Responsible Officer" means any Vice President or Assistant Vice President of the Trustee having regular responsibility for corporate trust matters and direct responsibility for the administration of the Indenture.

"Revenues" means the Pass-Through Certificate Revenues and the Operating Revenues.

"S&P" means S&P Global Ratings, and its successors and assigns, or if it is dissolved or no longer assigns credit ratings, then any other nationally recognized statistical rating agency, designated by Fannie Mae, as assigns credit ratings.

"State" means the State of Texas.

"Subordinate Mortgage" means, individually or collectively, as the context may dictate, the Casa Inc. Subordinate Mortgage, the Nuestro Hogar Subordinate Mortgage, and the Casa Brendan Subordinate Mortgage.

"Substitute Depository" means a securities depository appointed as successor to DTC under the Indenture.

"Supplemental Indenture" means any indenture duly authorized and entered into after the date of the Indenture between the Issuer and the Trustee amending or supplementing the Indenture in accordance with the provisions of the Indenture.

"Tax Credit Investor" means Wells Fargo Affordable Housing Community Development Corporation, a North Carolina corporation, and its successors and assigns.

"Tax Exemption Agreement" means, collectively, the Casa Inc. Tax Exemption Agreement, the Nuestro Hogar Tax Exemption Agreement, and the Casa Brendan Tax Exemption Agreement, and individually, each Tax Exemption Agreement.

"Term Sheet" or "Term Sheets" means, collectively, the Casa Inc. Term Sheet, the Nuestro Hogar Term Sheet, and the Casa Brendan Term Sheet, and individually, each Term Sheet, each attached hereto as APPENDIX G.

"Trust Estate" with respect to each Bond issue means all the property, rights, moneys, securities and other amounts pledged and assigned to the Trustee pursuant to the Granting Clauses in the related Indenture.

"Trustee" or "Trustees" means, individually or collectively, as the context may dictate, the Casa Inc. Trustee, the Nuestro Hogar Trustee, and the Casa Brendan Trustee.

"Underwriter" means Jefferies LLC.

[Remainder of Page Intentionally Left Blank]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX B

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Casa Inc. Indenture. Except with respect to certain dollar amounts, percentages and parties, the Nuestro Hogar Indenture and the Casa Brendan Indenture are substantially identical to the Casa Inc. Indenture. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Casa Inc. Indenture, copies of which, along with copies of the Nuestro Hogar Indenture and the Casa Brendan Indenture, are on file with the Trustee.

THE BONDS, TOGETHER WITH INTEREST THEREON, AND REDEMPTION PREMIUM, IF ANY, ARE NOT GENERAL OBLIGATIONS OF THE ISSUER, BUT ARE SPECIAL, LIMITED OBLIGATIONS OF THE ISSUER SECURED BY THE TRUST ESTATE, ARE AND WILL ALWAYS BE PAYABLE SOLELY FROM THE REVENUES AND INCOME DERIVED FROM THE TRUST ESTATE (EXCEPT TO THE EXTENT PAID OUT OF MONEYS ATTRIBUTABLE TO PROCEEDS OF THE BONDS OR THE INCOME FROM THE TEMPORARY INVESTMENT THEREOF), AND ARE AND WILL ALWAYS BE A VALID CLAIM OF THE OWNER THEREOF ONLY AGAINST THE REVENUES AND INCOME DERIVED FROM THE TRUST ESTATE, WHICH REVENUES AND INCOME MAY BE USED FOR NO OTHER PURPOSE THAN TO PAY THE PRINCIPAL INSTALLMENTS OF, REDEMPTION PREMIUM, IF ANY, AND INTEREST ON THE BONDS, EXCEPT AS MAY BE EXPRESSLY AUTHORIZED OTHERWISE IN THE INDENTURE AND IN THE FINANCING AGREEMENT. THE BONDS AND THE OBLIGATION TO PAY INTEREST THEREON AND REDEMPTION PREMIUM, IF ANY, DO NOT NOW AND WILL NEVER CONSTITUTE A DEBT OR AN OBLIGATION OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF AND NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF WILL BE LIABLE THEREFOR. THE BONDS ARE NOT AND DO NOT CREATE OR CONSTITUTE IN ANY WAY AN OBLIGATION, A DEBT OR A LIABILITY OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, OR CREATE OR CONSTITUTE A PLEDGE, GIVING OR LENDING OF THE FAITH, CREDIT, OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE ISSUER HAS NO TAXING POWER. THE BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA, THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT OR ANY OTHER FEDERAL GOVERNMENTAL AGENCY AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES.

Establishment of Funds

In addition to the Proceeds Fund established under the Indenture, the Trustee shall establish, maintain and hold in trust the following funds, each of which shall be disbursed and applied only as authorized in the Indenture:

- (a) Bond Fund;
- (b) Operating Fund;
- (c) Costs of Issuance Fund;
- (d) Collateral Security Fund; and
- (e) Rebate Fund.

Application of Revenues

All Pass-Through Certificate Revenues shall be deposited by the Trustee, promptly upon receipt thereof, to the Bond Fund.

Application of Operating Fund

All Operating Revenues shall be deposited into the Operating Fund. Amounts in the Operating Fund shall be withdrawn by the Trustee and used solely to pay first, any amount required to be deposited in the Rebate Fund in accordance with the provisions of the Tax Exemption Agreement to the extent sufficient funds are not otherwise made available to the Trustee for such purposes, second, on each October 1 (beginning October 1, 2019), the Issuer Administration Fee, third, on each October 1 (beginning October 1, 2020), the Issuer Compliance Fee, fourth on each Payment Date the fees and expenses of the Trustee, and fifth, the fees and expenses incurred in connection with the determination of rebatable arbitrage in accordance with the provisions of the Tax Exemption Agreement. In the event the amounts in the Operating Fund are not equal to the amounts payable from the Operating Fund on any date on which such amounts are due and payable to fund such deficiency, the Trustee shall give notice to the Borrower of such deficiency and of the amount of such deficiency and request payment within five Business Days to the Trustee of the amount of such deficiency. No amount shall be charged against the Operating Fund except as expressly described under this caption.

Application of Bond Fund

The Trustee shall disburse from the Bond Fund, on each Payment Date an amount equal to the amount of the principal, including prepayments, interest and premium, if any, received on the Pass-Through Certificate on or immediately prior to such Payment Date.

Investment of Funds

The moneys held by the Trustee shall constitute trust funds for the purposes of the Indenture, which moneys shall be managed, invested, disbursed and administered as provided in the Indenture and the Tax Exemption Agreement. Any moneys attributable to each of the Funds under the Indenture shall be invested by the Trustee at the written direction of the Borrower in Permitted Investments which mature or are redeemable at par on the earlier of (a) 180 days from the date of investment, or (b) the date on which such funds are expected to be needed for the purposes for which they are held, subject in all cases to the restrictions of the Tax Exemption Agreement. Notwithstanding anything in the Indenture to the contrary, all amounts in the Bond Fund and the Proceeds Fund shall be held uninvested, and all amounts in the Collateral Security Fund shall be uninvested or invested solely in Permitted Investments described in subparagraph (b) of the definition of Permitted Investments. The Trustee may conclusively rely on the written direction of the Borrower that any investment directed by the Borrower is a Permitted Investment and otherwise meets the requirements of the provisions described under this caption. If the Trustee does not receive written direction from the Borrower regarding the investment of funds, the Trustee shall invest solely in Permitted Investments described in subparagraph (b) of the definition of Permitted Investments, which shall mature or be redeemable at par at the times set forth in the preceding sentence. The Trustee may make any and all such investments through its own banking department or the banking department of any affiliate. Notwithstanding any provision of the Indenture to the contrary, at no time shall the Borrower direct that any funds constituting Gross Proceeds of the Bonds (as defined in the Tax Exemption Agreement) be used in any manner as would constitute failure of compliance with Section 148 of the Code.

Permitted Investments representing an investment of moneys attributable to any Fund shall be deemed at all times to be a part of such Fund. Such investments shall be sold at the best price obtainable whenever it shall be necessary to do so in order to provide moneys to make any transfer, withdrawal, payment or disbursement from such Fund. In the case of any required transfer of moneys to another such Fund, such investments may be transferred to that Fund in lieu of the required moneys if permitted by the Indenture as an investment of moneys in that Fund.

All Permitted Investments acquired by the Trustee pursuant to the Indenture shall be purchased in the name of the Trustee and shall be held for the benefit of the holders of the Bonds and Fannie Mae pursuant to the terms of the Indenture. The Trustee shall take such actions as shall be necessary to assure that such Permitted Investments are held pursuant to the terms of the Indenture and are subject to the trust and security interest created in the Indenture.

The Trustee shall not be liable or responsible for any loss resulting from any investment made in accordance with the Indenture. The Trustee or its affiliates may act as sponsor, principal or agent in the acquisition

or disposition of investments. The Trustee may commingle investments made under the Funds and Accounts established under the Indenture, but shall account for each separately.

In computing for any purpose under the Indenture the amount in any Fund on any date, obligations so purchased shall be valued at the lower of cost or par exclusive of accrued interest, and may be so valued as of any time within four days prior to such date.

The Issuer has acknowledged that regulations of the Comptroller of the Currency grant the Borrower the right to receive brokerage confirmations of the security transactions as they occur. The Borrower has specifically waived such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

Rebate Fund

The Rebate Fund is for the sole benefit of the United States of America and shall not be subject to the claim of any other person, including without limitation, the Issuer. The Rebate Fund is established for the purpose of complying with Section 148 of the Code. The money deposited in the Rebate Fund, together with all investments thereof and income from investments therefrom, is held in trust and applied solely as provided in the Tax Exemption Agreement. Moneys and securities held by the Trustee in the Rebate Fund are not pledged or otherwise subject to any security interest in favor of the Trustee to secure the Bonds or any other payments required to be made under the Indenture or any other document executed and delivered in connection with the issuance of the Bonds. The Trustee will make deposits to and disbursements from the Rebate Fund, as well as investments of the amounts therein, in accordance with the written directions received from the Borrower, all in accordance with the provisions of the Tax Exemption Agreement. Notwithstanding the foregoing, the Trustee with respect to the Rebate Fund is afforded all the rights, protections and immunities otherwise accorded to it under the Indenture.

Costs of Issuance Fund

On or before the Closing Date the Borrower shall deliver to the Trustee for deposit in the Costs of Issuance Fund, amounts to pay Costs of Issuance from amounts other than Bond proceeds. The Trustee shall use amounts in the Costs of Issuance Fund to pay the Costs of Issuance on the Closing Date or as soon as practicable thereafter in accordance with written instructions to be given to the Trustee by the Issuer, upon delivery to the Trustee of appropriate invoices for such expenses. Any unexpended amounts attributable to deposits made by the Borrower remaining on deposit in the Costs of Issuance Fund three months after the Closing Date shall be returned to the Borrower.

Collateral Security Fund

(a) There shall be established within the Collateral Security Fund two Accounts: (i) a Collateral Security Principal Account, and (ii) a Collateral Security Interest Account.

(b) On the Closing Date, (i) the payment received by the Trustee from the Lender for the Assigned Loan in an amount equal to the principal amount of the Bonds shall be deposited to the Collateral Security Principal Account, (ii) accrued interest on the Bonds shall be deposited to the Collateral Security Interest Account, and (iii) Bond proceeds in an amount equal to the interest on the Bonds for the remainder of the month of October 2017 from the Closing Date shall also be deposited to the Collateral Security Interest Account, and an amount equal to 56 days' interest on the Bonds (e.g., to cover the period from November 1, 2017 to but not including December 27, 2017) shall also be deposited to the Collateral Security Interest Account (for a total deposit to the Collateral Security Interest Account equal to 71 days' interest on the Bonds).

(c) Moneys on deposit in the Collateral Security Fund (derived from the amount on deposit in the Collateral Security Principal Account and an amount on deposit in the Collateral Security Interest Account equal to the accrued interest on the Pass-Through Certificate) shall be applied by the Trustee to purchase the Pass-Through Certificate on the Purchase Date.

(d) If the Purchase Date occurs in the same month as the Closing Date (i.e., October 2017), or in a subsequent month following the Payment Date for such month, then following the Purchase Date the Trustee shall, in the case of Bond proceeds, transfer the remaining balance in the Collateral Security Interest Account to the Rehabilitation Account of the Proceeds Fund, or otherwise disburse such funds to the Borrower (after application of moneys therein to pay the accrued interest on the Pass-Through Certificate).

(e) If the Purchase Date occurs in a month following the Closing Date (e.g., November 2017) and on or prior to the Payment Date for such month, then the Trustee shall retain the amount on deposit in the Collateral Security Interest Account and apply moneys from such Account to pay the interest on the Bonds on the next Payment Date. So long as payment has already been made or provided for with respect to the Payment Date in the month in which the Purchase Date occurs, any balance in the Collateral Security Interest Account following such Payment Date shall be, in the case of Bond proceeds, transferred to the Rehabilitation Account of the Proceeds Fund, or otherwise disbursed to the Borrower (after application of moneys therein to pay the accrued interest on the Pass-Through Certificate).

(f) The Borrower or the Tax Credit Investor may at any time (not later than the last day for which notice of redemption must be given pursuant to the Indenture) extend the Mandatory Redemption Date by depositing Preference Proof Moneys to the credit of the Collateral Security Interest Account in an amount sufficient to pay the interest on the Bonds from the last Payment Date to the extended Mandatory Redemption Date (an "Extension Deposit").

(g) Extension Deposits shall continue to be made by the Borrower or the Tax Credit Investor until the Purchase Date occurs or the Borrower or the Tax Credit Investor declines to make an Extension Deposit resulting in the mandatory redemption of the Bonds upon failure to purchase the Pass-Through Certificate.

(h) If a Purchase Date has not yet occurred and the Borrower or the Tax Credit Investor has deferred the Mandatory Redemption Date by making an Extension Deposit, the Trustee shall apply amounts on deposit in the Collateral Security Interest Account to pay the preceding month's accrual of interest on the Bonds on the next Payment Date. Whether or not the Purchase Date has been extended, on any Payment Date, the Trustee shall also apply amounts on deposit in the Collateral Security Principal Account equal to the amount set forth in the Mortgage Loan amortization schedule on the first day of the month in which such Payment Date occurs as included in the Term Sheet to redeem principal of the Bonds on such Payment Date; such redemption shall be in an amount equal to the preceding month's principal amortization on the Mortgage Loan as set forth in the Mortgage Loan amortization schedule included in the Term Sheet.

(i) After the Purchase Date, the Trustee shall remit to the Borrower any moneys on deposit in the Bond Fund deriving from the Mortgage Loan that are not needed to pay debt service on or the Redemption Price of the Bonds due to the operation of the Collateral Security Interest Account.

(j) Moneys on deposit in the Collateral Security Fund shall be uninvested or invested as described under the caption "Investment of Funds" above and the Tax Exemption Agreement.

Defeasance

(a) If all Bonds shall be paid and discharged as described under this caption, then all obligations of the Trustee and the Issuer under the Indenture with respect to all Bonds shall cease and terminate, except only (i) the obligation of the Trustee to pay or cause to be paid to the owners thereof all sums due with respect to the Bonds and to register, transfer and exchange Bonds pursuant to the Indenture, (ii) the obligation of the Issuer to pay the fees, charges and expenses owing to the Trustee under the Indenture from the Trust Estate, and (iii) the obligation of the Issuer to comply with the provisions of the Indenture and the Tax Exemption Agreement with respect to federal tax and arbitrage matters. Any funds held by the Trustee at the time of such termination which are not required for payment to Bondholders or for payment to be made by the Issuer, shall be paid as provided in the Indenture.

Any Bond or portion thereof in an authorized denomination shall be deemed no longer Outstanding under the Indenture if paid or discharged in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and interest on such Bond which have become due and payable; or

(ii) by depositing with the Trustee, in trust, cash which, together with the amounts then on deposit in the Bond Fund and dedicated to this purpose, is fully sufficient to pay when due all principal of and interest on such Bond to the maturity or earlier redemption date thereof; or

(iii) by depositing with the Trustee, in trust, any investments listed in subparagraph (a) under the definition of Permitted Investments in the Indenture in such amount as in the written opinion of a certified public accountant will, together with the interest to accrue on such Permitted Investments without the need for reinvestment, be fully sufficient to pay when due all principal of and interest on such Bond to the maturity or earlier redemption date thereof, notwithstanding that such Bond shall not have been surrendered for payment.

(b) Notwithstanding the foregoing, no deposit under clauses (ii) and (iii) of paragraph (a) above shall be deemed a payment of such Bond until the earlier to occur of:

(i) if such Bond is by its terms subject to redemption within 45 days, proper notice of redemption of such Bond shall have been previously given in accordance with the Indenture to the holder thereof or, in the event such Bond is not by its terms subject to redemption within 45 days of making the deposit under clauses (ii) and (iii) of paragraph (a) above, the Issuer shall have given the Trustee irrevocable written instructions to mail by first-class mail, postage prepaid, notice to the holder of such Bond as soon as practicable stating that the deposit required by clauses (ii) or (iii) of paragraph (a) above, as applicable, has been made with the Trustee and that such Bond is deemed to have been paid and further stating such redemption date or dates upon which money will be available for the payment of the principal and accrued interest thereon; or

(ii) the maturity of such Bond.

(c) The Trustee shall be entitled to receive a report from a nationally recognized accounting firm to provide for the payment of all Bonds to be defeased pursuant to the provisions of the Indenture described under this caption.

No Release of Pass-Through Certificate

Except as described under this caption and in “Transfer of Pass-Through Certificate” below, the Trustee shall not release and discharge the Pass-Through Certificate from the lien of the Indenture until the principal of, premium, if any, and interest on the Bonds shall have been paid or duly provided for under the Indenture. The Trustee shall not release or assign the Pass-Through Certificate to any person other than a successor Trustee so long as Fannie Mae shall not be in default thereunder.

Transfer of Pass-Through Certificate

The Trustee shall maintain the Pass-Through Certificate in book entry form in the name of the Trustee and may not sell, assign, transfer or otherwise dispose of the Pass-Through Certificate except as provided under the caption “No Release of Pass-Through Certificate” above.

Modification of Mortgage Terms

To the extent allowed by applicable State law, the Issuer shall consent to the modification of, or modify, the amount of time or payment of any installment of principal or interest on any Mortgage Loan or the security for or any terms or provisions of any Mortgage Loan or Mortgage or the security for the same or the rate or rates of interest on the Mortgage Loans, solely to the extent required by federal or State law or regulations.

Events of Default

Each of the following shall constitute an Event of Default under the Indenture:

- (a) Failure by Fannie Mae to pay principal, interest or premium, if any, due under the Pass-Through Certificate;
- (b) Failure to pay the principal, interest or premium, if any, on the Bonds when the same shall become due; or
- (c) Default in the observance or performance of any other covenant, agreement or condition on the part of the Issuer in the Indenture or the Tax Exemption Agreement and the continuation of such default for a period of 90 days after written notice to the Issuer from the Trustee or the registered owners of at least 75% in aggregate principal amount of the Bonds Outstanding at such time specifying such default and requiring the same to be remedied.

The Trustee, upon any failure by Fannie Mae to distribute to the Trustee any payment required to be made under the terms of the Pass-Through Certificate, shall notify Fannie Mae not later than the next Business Day (all such notices to be promptly confirmed in writing) requiring the failure to be remedied.

The Trustee will immediately notify the Issuer, the Bondholders, the Lender and Fannie Mae after a Responsible Officer obtains knowledge or receives notice of the occurrence of an Event of Default or an event which would become an Event of Default with the passage of time or the giving of notice, or both.

Acceleration; Rescission of Acceleration

Upon the occurrence of an Event of Default as described in clause (a) under the caption "Events of Default" above, the Trustee may, and upon the written request of the holders of not less than 75% in aggregate principal amount of the Bonds then Outstanding, which written request shall acknowledge that the amounts due on the Pass-Through Certificate cannot be accelerated solely by virtue of acceleration of the Bonds, and upon receipt of indemnity satisfactory to it, shall, by notice in writing delivered to the Issuer, declare the principal of all Bonds then Outstanding and the interest accrued thereon immediately due and payable, and such principal and interest shall thereupon become and be immediately due and payable. Subject to the provisions described under the caption "No Interference or Impairment of Pass-Through Certificate" below, upon the occurrence of an Event of Default as described in clause (b) under the caption "Events of Default" above, no action shall be taken by the Trustee, unless an Event of Default described in clause (a) under the caption "Events of Default" above has occurred, in which event the Trustee shall proceed as provided above. An Event of Default as described in clause (c) under the caption "Events of Default" above shall not give rise to an acceleration pursuant to the provisions described under this caption, provided, however, that following such an Event of Default, the holder of 100% of the Bonds then Outstanding may direct the Trustee in writing to transfer the Pass-Through Certificate to it or its designee, in which case, the Trustee shall cancel the Bonds upon such release and transfer of the Pass-Through Certificate, and upon such transfer, the Bonds will no longer be Outstanding. In the event any payments are received by the Trustee after the transfer of the Pass-Through Certificate and cancellation of the Bonds, all such payments shall belong to and be transferred to the owner of the Pass-Through Certificate.

The acceleration of the Bonds will not constitute a default under, or by itself cause the acceleration of, the Pass-Through Certificate.

If at any time after the Bonds shall have been so declared due and payable, and before any judgment or decree for the payment of the money due shall have been obtained or entered, the Issuer, the Borrower or Fannie Mae, as applicable, shall pay to or deposit with the Trustee a sum sufficient to pay all principal of the Bonds then due (other than solely by reason of such declaration) and all unpaid installments of interest (if any) on all the Bonds then due with interest at the rate borne by the Bonds on such overdue principal and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable expenses of the Trustee shall have been made good or cured or adequate provisions shall have been made therefor, and all other defaults under the Indenture

have been made good or cured or waived in writing by the holders of a majority in principal amount of the Bonds then Outstanding, then and in every case, the Trustee on behalf of the holders of all the Bonds shall rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or shall affect any subsequent Event of Default, nor shall it impair or exhaust any right or power consequent thereon.

Other Remedies; Rights of Bondholders

Subject to the provisions described under the caption “No Interference or Impairment of Pass-Through Certificate” below, upon the happening and continuance of an Event of Default the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the holders of all Bonds, may also proceed to protect and enforce any rights of the Trustee and, to the full extent that the holders of such Bonds themselves might do, the rights of such Bondholders under the laws of the State or under the Indenture by such of the following remedies as the Trustee shall deem most effectual to protect and enforce such rights:

(a) By pursuing any available remedies under the Financing Agreement, the Regulatory Agreement or the Pass-Through Certificate, and prior to the Purchase Date, the Mortgage;

(b) Upon an Event of Default as described in clause (a) of “Events of Default” above only, by realizing or causing to be realized through sale or otherwise upon the security pledged under the Indenture (including the sale or disposition of the Pass-Through Certificate); and

(c) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the holders of the Bonds and to execute any other papers and documents and do and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Bondholders against the Issuer allowed in any bankruptcy or other proceeding.

If an Event of Default shall have occurred, and if requested by the holders of not less than 75% in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, shall deem to be in the best interests of the Bondholders subject to the limitations set forth above and in the Indenture.

No right or remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right and remedy shall be cumulative and shall be in addition to any other right or remedy given to the Trustee or to the Bondholders under the Indenture, the Financing Agreement, the Regulatory Agreement or the Pass-Through Certificate existing as of or after the date of the Indenture at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall be construed to be a waiver of any such default or Event of Default or acquiescence therein and every such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Application of Moneys After Default

All moneys collected by the Trustee at any time pursuant to the Indenture after an Event of Default shall, except to the extent, if any, otherwise directed by a court of competent jurisdiction, be credited by the Trustee to the Bond Fund. Such moneys so credited to the Bond Fund and all other moneys from time to time credited to the Bond Fund shall at all times be held, transferred, withdrawn and applied as prescribed by the provisions of the Indenture.

Subject in all instances to the provisions of the Indenture, in the event that at any time the moneys credited to the Bond Fund, or any other funds held by the Issuer or the Trustee available for the payment of interest or principal then due with respect to the Bonds, shall be insufficient for such payment, such moneys and funds (other than funds held for the payment or redemption of particular Bonds as provided in the Indenture) shall be applied as follows:

(a) Only in the event that there has been an Event of Default under the Indenture pursuant to clause (a) of “Events of Default” above as a result of a failure by Fannie Mae to make payments under the Pass-Through Certificate, for payment of all amounts due to the Trustee incurred in performance of its duties under the Indenture and the other documents executed in connection therewith, including, without limitation, the payment of all reasonable fees and expenses of the Trustee incurred in exercising any remedies under the Indenture and the other documents executed in connection with the Indenture;

(b) Unless the principal of all of the 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 in the order of the maturity of such installments, and, if the amount available is not sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid principal of and premium, if any, on any Bonds which shall have become due, whether at maturity or by call for redemption, in the order in which they became due and payable, and, if the amount available is not sufficient to pay in full all the principal of and premium, if any, on the Bonds so due on any date, then to the payment of principal ratably, according to the amounts due on such date, to the persons entitled thereto, without any discrimination or preference and then to the payment of any premium due on the Bonds, ratably, according to the amounts due on such date, to the persons entitled thereto, without any discrimination or preference; and

(c) If the principal of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal of, premium, if any, and interest then due and unpaid upon the Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds.

Control of Proceedings

In the case of an Event of Default as described in clause (a) under “Events of Default” above, the holders of 75% in aggregate principal amount of the Bonds then Outstanding shall have the right, subject to the provisions of the Indenture, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee, or exercising any trust or power conferred upon the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not be taken lawfully, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or otherwise adversely affect the Trustee or be unjustly prejudicial to Bondholders not parties to such direction.

No Interference or Impairment of Pass-Through Certificate

Notwithstanding any other provision of the Indenture to the contrary, so long as the Pass-Through Certificate remains outstanding and Fannie Mae is not in default in its payment obligations thereunder, neither the Issuer, the Trustee nor any person under their control shall, without the prior written consent of Fannie Mae,

exercise any remedies or direct any proceedings under the Indenture other than to (a) enforce rights under the Pass-Through Certificate, (b) enforce the tax covenants in the Indenture, the Tax Exemption Agreement and the Financing Agreement, or (c) enforce rights of specific performance under the Regulatory Agreement; provided, however, that any enforcement under (b) or (c) above shall not include seeking monetary damages other than actions for Issuer Fees or the Trustee's fees and expenses.

Nothing contained in the Indenture shall affect or impair the right of any Bondholder to enforce the payment of the principal of, the premium, if any, and interest on any Bond at the maturity thereof or the obligation of the Trustee to pay the principal of, premium, if any, and interest on the Bonds issued under the Indenture to the respective holders thereof, at the time, in the place, from the sources and in the manner expressed in the Indenture and in said Bonds.

Supplemental Indentures Effective Upon Acceptance

For any one or more of the following purposes and at any time or from time to time, the Issuer and the Trustee may enter into a Supplemental Indenture which, upon the execution and delivery thereof by an Authorized Officer and by the Trustee, and with the prior written consent of Fannie Mae, but without the necessity of consent of the Bondholders, shall be fully effective in accordance with its terms:

(a) To add to the covenants or agreements of the Issuer contained in the Indenture other covenants or agreements to be observed by the Issuer or to otherwise revise or amend the Indenture in a manner which are/is not materially adverse to the interests of the Bondholders;

(b) To add to the limitations or restrictions contained in the Indenture other limitations or restrictions to be observed by the Issuer which are not contrary to or inconsistent with the provisions of the Indenture as theretofore in effect;

(c) To surrender any right, power or privilege reserved to or conferred upon the Issuer in the Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Issuer contained in the Indenture and is not materially adverse to the interests of the Bondholders;

(d) To confirm, as further assurance, any pledge of the Trust Estate under the Indenture and the subjection to any lien on or pledge of the Trust Estate created or to be created by the Indenture;

(e) To appoint a co-trustee or successor Trustee or successor co-trustee;

(f) To cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Indenture;

(g) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not materially adverse to the interests of the Bondholders; and

(h) To make such changes and modifications that are necessary or desirable to provide for all interest, principal and premium paid with respect to the Bonds are in the exact respective amounts of the payments of interest, principal and premium paid under and pursuant to the Pass-Through Certificate.

Supplemental Indentures Requiring Consent of Bondholders

In addition to those amendments to the Indenture which are authorized by the provisions described under the caption "Supplemental Indentures Effective Upon Acceptance" above, any modification or amendment of the Indenture may be made by a Supplemental Indenture with the written consent, given as provided in the Indenture, of Fannie Mae and the holders of at least two thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given; provided, however, that no such modification or amendment shall (a) permit a change in the terms of redemption or maturity of the principal amount of any Outstanding Bond or an extension of the date for

payment of any installment of interest thereon or a reduction in the principal amount of, premium, if any, or the rate of interest on any Outstanding Bond without the consent of the holder of such Bond, (b) reduce the proportion of Bonds the consent of the holders of which is required to effect any such modification or amendment or to effectuate an acceleration of the Bonds prior to maturity, (c) permit the creation of a lien on the Trust Estate pledged under the Indenture prior to or on a parity with the lien of the Indenture, (d) deprive the holders of the Bonds of the lien created by the Indenture upon the Trust Estate (except as expressly provided in the Indenture), without (with respect to (b) through (d)) the consent of the holders of all Bonds then Outstanding, or (e) change or modify any of the rights or obligations of the Trustee without the written consent thereto of the Trustee.

[Remainder of Page Intentionally Left Blank]

APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE FINANCING AGREEMENT

The following is a summary of certain provisions of the Casa Inc. Financing Agreement. Except with respect to certain dollar amounts, percentages and parties, the Nuestro Hogar Financing Agreement and the Casa Brendan Financing Agreement are substantially identical to the Casa Inc. Financing Agreement. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Casa Inc. Financing Agreement, copies of which, along with copies of the Nuestro Hogar Financing Agreement and the Casa Brendan Financing Agreement, are on file with the Trustee.

Amount and Source of Mortgage Loan

Upon the issuance and delivery of the Bonds, pursuant to the Indenture the Issuer will make the Mortgage Loan to the Borrower and the Borrower will apply the proceeds of the Bonds as provided in the Indenture to pay Project costs. The Trustee shall apply the proceeds of the Assigned Loan as described in “APPENDIX B – SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Collateral Security Fund” to secure the Bonds until the Purchase Date and then to purchase the Pass-Through Certificate. The Borrower will accept the Mortgage Loan from the Issuer, upon the terms and conditions set forth in the Financing Agreement, in the Mortgage Loan Documents and in the Indenture, and subject to the terms and conditions of the Tax Exemption Agreement and the Regulatory Agreement. The Issuer will cause the proceeds of the Assigned Loan to be provided to the Trustee for deposit to the Collateral Security Principal Account of the Collateral Security Fund. The Borrower has acknowledged its obligation to pay all amounts necessary to pay principal and interest on the Bonds. The Borrower has made arrangements for the delivery to the Trustee of the Pass-Through Certificate and of certain other Preference Proof Moneys as contemplated in the Financing Agreement and in the Indenture. Payments on the Pass-Through Certificate received by the Trustee shall be credited to amounts due from the Borrower for payment of principal and interest on the Bonds.

Payment of Fees and Expenses

In addition to all fees, costs, expenses and other amounts required to be paid by the Borrower under the Mortgage Note, the Borrower shall pay, without duplication, the following fees and expenses:

- (a) All amounts required to (i) pay the fees of the Trustee for its duties and services as Trustee in connection with the Bonds (as such duties and services are set out in the Indenture), and (ii) reimburse the Trustee for all out-of-pocket expenses, fees, costs and other charges, including reasonable counsel fees and taxes (excluding income, value added and similar business taxes), reasonably and necessarily incurred by the Trustee in performing its duties as Trustee under the Indenture and the Tax Exemption Agreement. All payments for fees and expenses shall be made by the Borrower not later than ten (10) days after receipt of invoices or other statements rendered to the Borrower by the Trustee.
- (b) The Issuer Fees.
- (c) The fees of the Rebate Analyst (as defined in the Tax Exemption Agreement) and any other consultant as required by the Tax Exemption Agreement and, upon receipt of an appropriately completed invoice, all out-of-pocket expenses of the Rebate Analyst and any other consultant.
- (d) The annual rating maintenance fee, if any, of any Rating Agency then rating the Bonds.
- (e) All Costs of Issuance of the Bonds, including, but not limited to, Rating Agency fees, printing expenses, attorneys’ fees and underwriters’ fees, and all expenses of originating the Mortgage Loan by the Lender and assigning and delivering the Mortgage Loan to Fannie Mae, the Borrower acknowledging that all such fees, costs and expenses must be paid by the Borrower separate and apart from payments due under the Mortgage Loan and will not be included in the Mortgage Note Rate.

(f) The Costs of Issuance deposit to be made to the Costs of Issuance Fund on the Closing Date pursuant to the Indenture.

The Borrower shall either pay the foregoing items directly or, to the extent such items are to be paid by the Trustee under the Indenture, shall pay as Operating Revenue to the Trustee for deposit to Operating Fund under the Indenture amounts sufficient to enable the Trustee to pay the foregoing items in a timely manner.

The Borrower shall pay through the Lender all fees and expenses not included within the Mortgage Note Rate. All fees and expenses not included in the Mortgage Note Rate shall not be secured by the Mortgage, and shall be subordinate to the Borrower's obligations under the Mortgage Loan in all respects and shall be secured by the Subordinate Mortgage subject to the provisions of the Subordination Agreement. No such fees or expenses payable to the Issuer or the Trustee shall be paid from the proceeds of the Pass-Through Certificate, except with respect to the Trustee to the extent set forth in the Indenture.

Notification of Prepayment of Mortgage Note

The Lender shall notify the Trustee promptly of the receipt of any prepayment of the Mortgage Note, whether upon acceleration, by reason of application of insurance or condemnation proceeds, optional prepayment or otherwise, unless the Lender has received written evidence that the Borrower has notified the Trustee of such prepayment. If such prepayment results in revisions to the amortization schedule included in the Term Sheet, Lender shall provide the revised amortization schedule to the Trustee.

Term Sheet

The Lender will deliver on the Closing Date the Term Sheet in the form attached as APPENDIX G hereto and will certify by its execution of the Financing Agreement that the information set forth therein is accurate as of the Closing Date. The Lender has agreed that it will promptly advise the Issuer, the Trustee and the Underwriter in writing of any changes which occur in the information set forth in the Term Sheet after the Closing Date and before the date on which the Pass-Through Certificate is acquired by the Trustee pursuant to the provisions of the Indenture; provided, however, that such changes may only be made to cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Term Sheet.

Indemnification

To the fullest extent permitted by applicable law, the Borrower has covenanted and agreed as follows: to protect, indemnify and save the Issuer and its governing board members, directors, officers, agents and employees harmless from and against all liability, losses, damages, costs, expenses (including reasonable attorneys' fees), taxes, causes of action, suits, claims, demands and judgments of any nature or form, by or on behalf of any person arising in any manner from the transaction of which the Financing Agreement is a part or arising in any manner in connection with the Project or the financing of the Project including, without limiting the generality of the foregoing, arising from (i) the work done on the Project or the operation of the Project during the term of the Financing Agreement or (ii) any breach or default on the part of the Borrower in the performance of any of its obligations under the Financing Agreement, or (iii) the Project or any part thereof, or (iv) any violation of contract, agreement or restriction relating to the Project excluding the payment of the principal, premium, if any, and interest on the Bonds, or (v) any liability, violation of law, ordinance or regulation affecting the Project or any part thereof or the ownership or occupancy or use thereof. Upon notice from the Issuer or any of its respective governing board members, directors, officers, agents or employees, the Borrower shall defend the Issuer or any of its respective governing board members, directors, officers, agents or employees in any action or proceeding brought in connection with any of the above; provided, however, that the Issuer shall have the right to employ separate counsel in any action described in the preceding sentence at the expense of the Borrower.

It is the intention of the parties to the Financing Agreement that the Issuer and its respective governing board members, directors, officers, agents and employees shall not incur pecuniary liability by reason of the terms of the Financing Agreement or by reason of the undertakings required of the Issuer and its respective governing board members, directors, officers, agents and employees in connection with the issuance of the Bonds, including but not

limited to the execution and delivery of the Indenture, the Financing Agreement, the Tax Exemption Agreement, the Regulatory Agreement, and all other instruments and documents required to close the transaction; the performance of any act required of the Issuer and its respective governing board members, directors, officers, agents and employees by the Financing Agreement; or the performance of any act requested of the Issuer and its respective governing board members, directors, officers, agents and employees by the Borrower or in any way arising from the transaction of which the Financing Agreement is a part or arising in any manner in connection with the Project or the financing of the Project, including but not limited to the execution and delivery of the Indenture, the Financing Agreement, the Tax Exemption Agreement, the Regulatory Agreement and all other instruments and documents required to close the transaction; nevertheless, if the Issuer or its respective governing board members, directors, officers, agents and employees should incur any such pecuniary liability with respect to events occurring after the date of the Financing Agreement, then in such event the Borrower shall indemnify and hold the Issuer and its respective governing board members, directors, officers, agents and employees harmless against all claims by or on behalf of any person, arising out of the same, and all costs and expenses incurred in connection with any such claim or in connection with any action or proceeding brought thereon, and upon timely notice from the Issuer the Borrower shall defend the Issuer and its respective governing board members, directors, officers, agents and employees in any such action or proceeding, and provide competent counsel satisfactory to the Issuer and the Borrower shall pay the Issuer expenses including payment of the counsel used by the Issuer; provided however that the Issuer shall have the right to employ separate counsel in any action described in the preceding sentence at the expense of the Borrower.

Notwithstanding any provision of the Financing Agreement to the contrary, the Issuer shall be indemnified by the Borrower with respect to liabilities arising from the Issuer's own gross negligence, negligence or breach of contractual duty, but not for any liabilities arising from the Issuer's own bad faith, fraud or willful misconduct.

Notwithstanding any provision of the Financing Agreement to the contrary the Borrower's obligations with respect to indemnification will not be secured by the Project and shall be personal obligations of the Borrower and any successor owner of the Project by foreclosure, deed in lieu of foreclosure or otherwise shall not be responsible for or incur any liability with respect to any indemnification obligations described in the Financing Agreement.

The Borrower has covenanted and agreed to indemnify, hold harmless and defend the Trustee, the Lender and their respective officers, members, directors, officials, agents and employees and each of them (each an "indemnified party") from and against, (a) any and all claims, joint or several, by or on behalf of any person arising from any cause whatsoever in connection with transactions contemplated by the Financing Agreement or otherwise in connection with the Project, the Bonds or the execution or amendment of any document relating thereto; (b) any and all claims, joint or several, arising from any cause whatsoever in connection with the approval of refinancing for the Project or the making of the Mortgage Loan; (c) any and all claims, joint or several, arising from any act or omission of the Borrower or any of its agents, servants, employees or licensees, in connection with the Mortgage Loan or the Project; (d) all reasonable costs, counsel fees, expenses or liabilities incurred in connection with any such claim, or proceeding brought thereon; (e) any and all claims arising in connection with the issuance and sale, resale or remarketing of any Bonds or any certifications or representations made by any Person other than the Issuer or the party seeking indemnification in connection therewith and the carrying out by the Borrower of any of the transactions contemplated by the Bonds, the Indenture, the Tax Exemption Agreement, the Regulatory Agreement and the Financing Agreement; (f) any and all claims arising in connection with the operation of the Project, or the conditions thereof, environmental or otherwise, occupancy, use, possession, conduct or management of work done in or about, or from the planning, design, acquisition, installation or construction of, the Project or any part thereof; and (g) any and all losses, claims, damages, liabilities or expenses, joint or several, arising out of or connected with the Trustee's acceptance or administration of the trusts created by the Indenture and the exercise of its powers or duties thereunder or under the Financing Agreement, the Tax Exemption Agreement, the Regulatory Agreement or any other agreements in connection therewith to which it is a party, except in the case of the foregoing indemnification of the Trustee or the Lender or any of their respective officers, members, directors, officials and employees, to the extent such damages are caused by the negligence or willful misconduct of such Person. In the event that any action or proceeding is brought against any indemnified party with respect to which indemnity may be sought under the Financing Agreement, the Borrower, upon written notice from the indemnified party, shall assume the investigation and defense thereof, including the employment of counsel selected by the Borrower, subject to the approval of the indemnified party in such party's sole but reasonable discretion, and shall assume the payment of all expenses related thereto, with full power to litigate, compromise or settle the same in its sole

discretion; provided that the Trustee and the Lender shall have the right to review and approve or disapprove any such compromise or settlement. Each indemnified party shall have the right to employ separate counsel in any such action or proceeding and participate in the investigation and defense thereof, and the Borrower shall pay the reasonable fees and expenses of such separate counsel; provided, however, that unless such separate counsel is employed with the approval of the Borrower, which approval shall not be unreasonably withheld, the Borrower shall not be required to pay the fees and expenses of such separate counsel.

Notwithstanding any transfer of the Project to another owner in accordance with the provisions of the Regulatory Agreement, the Borrower shall remain obligated to indemnify each indemnified party pursuant to the provisions described under this caption if such subsequent owner fails to indemnify any party entitled to be indemnified under the Financing Agreement, unless such indemnified party has consented to such transfer and to the assignment of the rights and obligations of the Borrower under the Financing Agreement.

During any period that Fannie Mae owns the Project and that the provisions described under this caption are applicable to Fannie Mae, Fannie Mae's obligations under this caption shall be limited to acts and omissions of Fannie Mae occurring during the period of Fannie Mae's ownership of the Project.

Events of Default

(a) Each of the following shall constitute an event of default under the Financing Agreement, and the term "Event of Default" shall mean, whenever used in the Financing Agreement, any one or more of the following events:

(i) Failure by the Borrower to pay any amounts due under the Financing Agreement at the times and in the amounts required thereby; or

(ii) Failure by the Borrower to observe or perform any covenants, agreements or obligations in the Financing Agreement on its part to be observed or performed (other than as provided in clause (i) above) for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied, given to the Borrower by any party to the Financing Agreement; provided, however, that if said failure shall be such that it cannot be corrected within such period, it shall not constitute an Event of Default if the failure is correctable without material adverse effect on the Bonds and if corrective action is instituted by the Borrower within such period and diligently pursued until the failure is corrected, and provided further that any such failure shall have been cured within ninety (90) days of receipt of notice of such failure; or

(iii) Breach of any of the covenants, agreements or obligations of the Borrower under or the occurrence of a default which is continuing under the Tax Exemption Agreement or the Regulatory Agreement, including any exhibits thereto; or

(iv) The occurrence of an Event of Default caused by the Borrower under and as defined in the Indenture or under any of the other Bond Documents.

Nothing contained in the provisions of the Financing Agreement described under this caption is intended to amend or modify any of the provisions of the Mortgage Loan Documents nor to bind the Borrower, the Lender or Fannie Mae to any notice and cure periods other than as expressly set forth in the Mortgage Loan Documents. Issuer, Trustee, Lender and Fannie Mae have agreed that (A) Tax Credit Investor shall have the right, but not the obligation, to cure any default on behalf of the Borrower on the same terms provided to the Borrower in the Financing Agreement; and (B) any cure of any Event of Default under the Financing Agreement made or tendered by the Tax Credit Investor shall be deemed to be a cure by the Borrower, and shall be accepted or rejected under the Financing Agreement on the same basis as if made or tendered by the Borrower.

Remedies Upon an Event of Default

(a) Subject to the provisions described in paragraph (d) below, whenever any Event of Default shall have occurred and be continuing, the Issuer or the Trustee may take any one or more of the following remedial steps:

(i) By any suit, action or proceeding, pursue all remedies existing as of or after the date of the Financing Agreement at law or in equity to collect all amounts then due and thereafter to become due under the Financing Agreement, to enforce the performance of any covenant, obligation or agreement of the Borrower under the Financing Agreement (subject to the nonrecourse provisions of the Financing Agreement and the Regulatory Agreement) or, to enjoin acts or things which may be unlawful or in violation of the rights of the Issuer or the Trustee.

(ii) Take whatever other action at law or in equity may appear necessary or desirable to enforce any monetary obligation of the Borrower under the Financing Agreement or to enforce any other covenant, obligation or agreement of the Borrower under (1) the Financing Agreement, (2) the Tax Exemption Agreement, or (3) the Regulatory Agreement.

(iii) Have access to and inspect, examine, audit and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower.

(b) The provisions of the Financing Agreement described in paragraph (a) above are subject to the condition that if, after any Event of Default, except a default under the Regulatory Agreement, (i) all amounts which would then be payable under the Finance Agreement by the Borrower if such Event of Default had not occurred and was not continuing shall have been paid by or on behalf of the Borrower, and (ii) the Borrower shall have also performed all other obligations in respect of which it is then in default under the Financing Agreement and shall have paid the reasonable charges and expenses of the Issuer and the Trustee, including reasonable attorney fees and expenses paid or incurred in connection with such default, then and in every such case, such Event of Default may be waived and annulled by the Trustee, but no such waiver or annulment shall extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(c) Subject to the limitations of the Regulatory Agreement and the Financing Agreement, the Issuer, without the consent of the Trustee, but only after written notice to the Trustee, the Borrower, the Lender and Fannie Mae, may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any Reserved Right of the Issuer; provided that, the Issuer may not (i) terminate the Financing Agreement or cause the Mortgage Loan to become due and payable, (ii) cause the Trustee to declare the principal of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable, or cause the Trustee to accelerate, foreclose or take any other action or seek other remedies under the Bond Documents, the Mortgage Loan Documents or any other documents contemplated thereby to obtain such performance or observance, (iii) cause the acceleration, foreclosure or taking of any other action or the seeking of any remedies under the Mortgage Loan Documents, (iv) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal, interest and other amounts due under the Mortgage Loan, or (v) interfere with or attempt to influence the exercise by Fannie Mae of any of its rights under the Bond Documents or the Mortgage Loan Documents.

(d) Except as required to be deposited in the Rebate Fund pursuant to the Tax Exemption Agreement, any amounts collected pursuant to action taken as described under this caption shall, after the payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee, the Issuer, the Lender or Fannie Mae and their respective counsel, be applied in accordance with the provisions of the Indenture. No such action taken as described under this caption shall relieve the Borrower from the Borrower's obligations pursuant to the provisions described under "Indemnification" above.

(e) No remedy in the Financing Agreement conferred upon or reserved to the Issuer or the Trustee is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be

cumulative and shall be in addition to every other remedy existing as of or after the date of the Financing Agreement pursuant to any other agreement at law or in equity or by statute.

(f) Notwithstanding any other provision of the Financing Agreement to the contrary, after the Purchase Date, so long as Fannie Mae is not in default under the Pass-Through Certificate, none of the Issuer, the Trustee or any Person under their control shall exercise any remedies or direct any proceedings under the Financing Agreement or the Mortgage Loan Documents, other than to (i) enforce rights under the Pass-Through Certificate, (ii) enforce the tax covenants in the Indenture, the Financing Agreement and the Tax Exemption Agreement, or (iii) enforce rights of specific performance under the Regulatory Agreement; provided, however, that any enforcement under (ii) or (iii) above shall not include seeking monetary damages other than the Issuer Fees and the Trustee's fees and expenses.

Default Under Regulatory Agreement

(a) If the Borrower fails, at any time for any reason, to comply with the requirements of the Regulatory Agreement, then within thirty (30) days after the earlier of the date the violation is discovered by the Issuer or the Trustee or the date the Issuer or the Trustee received notice thereof, the Issuer (if necessary to preserve the exclusion of interest on the Bonds from gross income for federal income tax purposes) or the Trustee, on behalf of and at the request of the Issuer, shall institute an action for specific performance to correct the violation. The Borrower has acknowledged and agreed that were money damages a remedy under the Regulatory Agreement, money damages alone would not be an adequate remedy at law for a default by the Borrower arising from a failure to comply with the Regulatory Agreement, and therefore the Borrower has agreed that the remedy of specific performance (subject to the provisions described in paragraph (d) under the caption "Remedies Upon an Event of Default" above) shall be available to the Issuer and/or the Trustee in any such case.

(b) Notwithstanding the availability of the remedy of specific performance described in paragraph (a) above, promptly upon determining that a violation of the Regulatory Agreement has occurred, the Issuer shall, by notice in writing to the Lender, inform the Lender that a violation of the Regulatory Agreement has occurred; notwithstanding the occurrence of such violation, neither the Issuer nor the Trustee shall have, and each of them has acknowledged that they shall not have, any right to cause or direct acceleration of the Mortgage Loan, to enforce the Mortgage Note or to foreclose on the Mortgage.

[Remainder of Page Intentionally Left Blank]

APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENTS

The following is a summary of certain provisions of the Regulatory Agreement for the Casa Inc. Project. Except with respect to certain dollar amounts, percentages and parties, the Regulatory Agreement for the Nuestro Hogar Project and the Regulatory Agreement for the Casa Brendan Project are substantially identical to the Regulatory Agreement for the Casa Inc. Project. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Regulatory Agreement for the Casa Inc. Project, copies of which, along with copies of the Regulatory Agreement for the Nuestro Hogar Project and the Regulatory Agreement for the Casa Brendan Project, are on file with the Trustee.

Certain capitalized terms used in this Appendix D are defined below. In addition, capitalized terms used herein but not defined shall have the meanings given to them in Appendix A and in the Regulatory Agreement and the Indenture.

“Annual Income” means the anticipated annual income of a person (together with the anticipated annual income of all persons that intend to reside with such person in one Unit) calculated pursuant to Section 8 of the Housing Act, as required by Section 142(d) of the Code.

“Available Unit” means a Unit (except for any Unit reserved for any resident manager, security personnel or maintenance personnel that is reasonably required for the Project) that has been leased at least once after becoming available for occupancy; provided that (a) a residential unit that is unoccupied on the later of (i) the date the Project is acquired by the Borrower or (ii) the Closing Date is not an “Available Unit” and does not become an “Available Unit” until it has been leased for the first time after such date, and (b) a residential unit that is not available for occupancy due to renovations is not an “Available Unit” and does not become an “Available Unit” until it has been leased for the first time after the renovations are completed.

“Eligible Tenants” means (a) individuals and families of low, very low and extremely low income, (b) families of moderate income (in each case in the foregoing clauses (a) and (b) as such terms are defined by the Issuer under the Act), and (c) Persons with Special Needs, in each case, with an Annual Income not in excess of 140% of the area median income; provided that all Low Income Tenants are Eligible Tenants.

“Housing Act” means the United States Housing Act of 1937, as amended, or a successor thereto.

“Loan” means the loan of the proceeds of the Bonds made by the Issuer to the Borrower as evidenced by the Mortgage Note.

“Loan Documents” means the Mortgage, the Mortgage Note, the Financing Agreement, the Regulatory Agreement, the Tax Exemption Agreement and any and all other instruments and other documents evidencing, securing, or otherwise relating to the Loan.

“Low Income Tenant” means a tenant whose Annual Income is 60% or less of the Multifamily Tax Subsidy Program Income Limit, as determined under Sections 142(d)(2)(B) and (E) of the Code and in accordance with the Regulatory Agreement. If all the occupants of a Unit are students (as defined for the purposes of Section 152(f)(2) of the Code) no one of whom is entitled to file a joint return under Section 6013 of the Code, such occupants will not qualify as Low Income Tenants unless such students meet the qualifications under Section 42(i)(3)(D) of the Code.

“Low Income Unit” means a Unit that is included as a Unit satisfying the requirements of the Set Aside.

“Multifamily Tax Subsidy Program Income Limit” (or successor term) means the income limits provided by HUD pursuant to Section 142(d) of the Code.

“Organizational Documents” means the Amended and Restated Agreement of Limited Partnership of the Borrower dated as of the Closing Date, as the same may be amended, modified, supplemented or restated from time to time.

“Persons with Special Needs” means persons who (a) are considered to be individuals having a disability under State or federal law, (b) are elderly, meaning 62 years of age or more or of an age specified by the applicable federal program, (c) are designated by the governing board of the Issuer as experiencing a unique need for decent, safe housing that is not being met adequately by private enterprise, or (d) are legally responsible for caring for an individual described by clauses (a), (b) or (c) above and meet the income guidelines established by the governing board of the Issuer.

“Project” means the Project Facilities and the Project Site.

“Project Facilities” means the multifamily housing structure and related buildings and other improvements on the Project Site as more fully set forth in the Regulatory Agreement, and all fixtures and other property owned by the Borrower and located on, or used in connection with, such buildings, structures and other improvements constituting the Project.

“Project Site” means the parcel or parcels of real property described in an exhibit to the Regulatory Agreement, and all rights and appurtenances appertaining thereunto.

“Qualified Project Period” means, with respect to the Project, the period beginning on the Closing Date and ending on the latest of (i) the date that is 15 years after the Closing Date, (ii) the first day on which no tax-exempt private activity bond issued with respect to the Project is outstanding for federal income tax purposes, or (iii) the date on which any assistance provided with respect to the Project under Section 8 of the Housing Act terminates.

“Related Person” has the meaning set forth in section 144(a)(3) of the Code. A person is a “Related Person” to another person if the relationship between such persons would result in a disallowance of losses under sections 267 or 707(b) of the Code or such persons are members of the same controlled group of corporations (as defined in section 1563(a) of the Code, except that “more than 50 percent” is substituted for “at least 80 percent” each place it appears therein).

“Security Instrument” means Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing from the Borrower and the Fee Owner, as the grantor, in favor of Issuer, as the beneficiary, as the same may be supplemented, amended or modified, and as the same is assigned to Lender and Fannie Mae, as their interests may appear.

“State Conversion Date” means the date of the first amortization payment on the note relating to the Mortgage Loan.

“State Reserve Period” means, with respect to the Project, the period beginning on the State Conversion Date and ending on the earliest of the following dates: (a) the date of any involuntary change in ownership of the Project; (b) the date on which the Borrower suffers a total casualty loss with respect to the Project or the date on which the Project becomes functionally obsolete, if the Project cannot be or is not restored; (c) the date on which the Project is demolished; (d) the date on which the Project ceases to be used as multifamily rental property; or (e) the end of the State Restrictive Period.

“State Restrictive Period” means, with respect to the Project, the period beginning on the first day on which the Borrower takes legal possession of the Project and ending on the latest of (a) the date that is 30 years after the first day of the State Restrictive Period, (b) the first date on which no tax-exempt private activity bond issued with respect to the Project is outstanding for federal income tax purposes, and (c) the date on which any assistance provided with respect to the Project from the federal government terminates.

“Tenant Income Certification” means a certification form available on the Issuer’s website at the time of submission used to certify income and other matters executed by the household members of each Unit in the Project.

“Unit” means a residential accommodation containing separate and complete facilities for living, sleeping, eating, cooking and sanitation located within the Project; provided that, a unit will not fail to be treated as a Unit merely because it is a single-room occupancy unit (within the meaning of Section 42 of the Code).

Tax-Exempt Status of the Bonds

The Borrower will not take any action or omit to take any action which, if taken or omitted, respectively, would adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes (subject to any exceptions contained in the opinion delivered upon the original issuance of the Bonds). With the intent not to limit the generality of the foregoing, the Borrower covenants and agrees that prior to the final maturity of the Bonds, unless it has received and filed with the Issuer and Trustee a Favorable Opinion of Bond Counsel:

(a) That the Project will be owned, managed and operated as a “qualified residential rental project” within the meaning of Section 142(d) of the Code, on a continuous basis during the Qualified Project Period. In particular, the Borrower covenants and agrees, continuously during the Qualified Project Period, as follows:

(i) that the Project will be comprised of residential Units and facilities functionally related and subordinate thereto;

(ii) that each Unit will contain complete facilities for living, sleeping, eating, cooking and sanitation, e.g., a living area, a sleeping area, bathing and sanitation facilities, and cooking facilities equipped with a cooking range, refrigerator and sink, all of which are separate and distinct from other Units; provided that, a Unit will not fail to meet these requirements merely because it is a single-room occupancy unit (within the meaning of Section 42 of the Code);

(iii) that the land and the facilities that are part of the Project will be functionally related and subordinate to the Units comprising the Project and will be of a character and size that is commensurate with the character and size of the Project;

(iv) that at no time during the Qualified Project Period will any of the Units be utilized (A) on a transient basis by being leased or rented for a period of less than thirty days or (B) as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing home, rest home, or trailer park or court used on a transient basis;

(v) that the Project will consist of one or more proximate buildings or structures, together with any functionally related and subordinate facilities containing one or more similarly constructed Units, all of which (A) will be located on a single tract of land or two or more parcels of land that are contiguous except for the interposition of a road, street, stream or similar property or their boundaries meet at one or more points, (B) will be owned by the same person for federal income tax purposes, and (C) will be financed pursuant to a common plan;

(vi) that substantially all of the Project will consist of similarly constructed Units together with functionally related and subordinate facilities for use by Project tenants at no additional charge, such as swimming pools, other recreational facilities, parking areas, and other facilities that are reasonably required for the Project, such as heating and cooling equipment, trash disposal equipment, and Units for resident managers, security personnel or maintenance personnel;

(vii) that at no time during the Qualified Project Period will any Unit in any building or structure in the Project that contains fewer than five Units be occupied by the Borrower;

(viii) that each Unit will be rented or available for rental on a continuous basis to Eligible Tenants (subject to the limitations and exceptions contained in the Regulatory Agreement, the Tax Exemption Agreement and the Financing Agreement) at all times during the longer of (A)

the term of the Bonds or (B) the Qualified Project Period, that the Borrower will not give preference in renting Units to any particular class or group of persons, other than Persons with Special Needs, Low Income Tenants and other Eligible Tenants as provided in the Regulatory Agreement, and that at no time will any portion of the Project be exclusively reserved for use by a limited number of nonexempt persons in their trades or businesses;

(ix) that except, if applicable, during the 12-month “transition period” beginning on the Closing Date, as provided under Revenue Procedure 2004-39, 2004-2 C.B. 49 at least 40% of the Available Units will be occupied or held vacant and available for occupancy at all times by Low Income Tenants (the “Set Aside”). For the purposes of this clause (a)(ix), a vacant Unit that was most recently occupied by a Low Income Tenant is treated as rented and occupied by a Low Income Tenant until reoccupied, at which time the character of such Unit must be redetermined. No tenant qualifying as a Low Income Tenant will be denied continued occupancy of a Unit because, after the most recent Tenant Income Certification, such tenant’s Annual Income increases to exceed the qualifying limit for Low Income Tenants; provided, however, that, should a Low Income Tenant’s Annual Income, as of the most recent determination thereof, exceed 140% of the then applicable income limit for a Low Income Tenant of the same family size and such Low Income Tenant constitutes a portion of the Set Aside, then such tenant will only continue to qualify for so long as no Unit of comparable or smaller size in the Project is rented to a tenant that does not qualify as a Low Income Tenant;

(x) that the Borrower will obtain, complete and maintain on file (A) Tenant Income Certifications and supporting documentation from each Low Income Tenant dated immediately prior to the initial occupancy of such Low Income Tenant in the Project and (B) thereafter, annual certification regarding, at a minimum, information regarding household composition and student status in the form available on the Issuer’s website; provided that, if any Units in the Project are ever made available to tenants who are not Low-Income Tenants, then the Borrower will obtain, complete and maintain annual Tenant Income Certifications in accordance with Section 142(d)(3)(A) of the Code. The Borrower will obtain such additional information as may be required in the future by Section 142(d) of the Code, as the same may be amended from time to time, or in such other form and manner as may be required by applicable rules, rulings, policies, procedures, Regulations or other official statements promulgated, proposed or made by the Department of the Treasury or the Internal Revenue Service as of or after the date of the Regulatory Agreement with respect to obligations that are tax-exempt private activity bonds described in Section 142(d) of the Code. The Borrower will make a diligent and good-faith effort to determine that the income information provided by an applicant in any certification is accurate by taking steps required under Section 142(d) of the Code pursuant to provisions of the Housing Act. As part of the verification, the Borrower will document income and assets in accordance with HUD Handbook 4350.3 and the Issuer’s Compliance Monitoring Rules;

(xi) that, on or before each March 31, the Borrower will submit to the Secretary of the Treasury, with a copy provided to the Issuer, the completed Internal Revenue Service Form 8703 or such other annual certification required by the Code to be submitted to the Secretary of the Treasury as to whether the Project continues to meet the requirements of Section 142(d) of the Code; and

(xii) that the Borrower will prepare and submit the Unit Status Report in the form available on the Issuer’s website at the time of such submission to the Issuer (via the electronic filing system available on the Issuer’s website) and to the Trustee in accordance with the provisions described in paragraph (e) under the caption “Housing Development During the State Restrictive Period” below. The Borrower will retain all documentation required by this clause (a)(xii) until the date that is three years after the end of the Qualified Project Period.

(b) That the Borrower will maintain complete and accurate records pertaining to the Low Income Units and will permit, at all reasonable times during normal business hours and upon reasonable notice, and subject to the rights of tenants in lawful possession, any duly authorized representative of the

Issuer, the Trustee, the Department of the Treasury or the Internal Revenue Service to enter upon the Project Site to examine and inspect the Project and to inspect and photocopy the books and records of the Borrower pertaining to the Project, including those records pertaining to the occupancy of the Low Income Units. The Borrower will retain all records maintained in accordance with the provisions described under this caption until the date that is three years after the end of the Qualified Project Period.

(c) The Borrower has certified that as of the Closing Date 50% of the Units are occupied.

(d) That the Borrower will prepare and submit to the Issuer and the Trustee, within 60 days prior to the last day of the Qualified Project Period, a certificate setting forth the date on which the Qualified Project Period will end, which certificate must be in recordable form.

Anything in the Regulatory Agreement to the contrary notwithstanding, it is expressly understood and agreed by the parties thereto that the Issuer and the Trustee may rely conclusively on the truth and accuracy of any certificate, opinion, notice, representation or instrument made or provided by the Borrower in order to establish the existence of any fact or statement of affairs solely within the knowledge of the Borrower, and which is required to be noticed, represented or certified by the Borrower under the Regulatory Agreement or in connection with any filings, representations or certifications required to be made by the Borrower in connection with the issuance and delivery of the Bonds.

Housing Development During the State Restrictive Period

The Issuer and the Borrower have recognized and declared their understanding and intent that the Project is to be owned, managed and operated as a “housing development,” as such term is defined in Section 2306.004(13) of the Act, and in compliance with applicable restrictions and limitations as provided in the Act and the rules of the Issuer until the expiration of the State Restrictive Period.

To the same end, the Borrower has represented, covenanted and agreed as follows during the State Restrictive Period:

(a) except for Units occupied or reserved for a resident manager, security personnel and maintenance personnel that are reasonably required for the Project, to assure that 100% of the Units are reserved for Eligible Tenants;

(b) to assure that the provisions of clauses (a)(viii) and (a)(ix) under the caption “Tax-Exempt Status of the Bonds” above continue in full force and effect until the end of the State Restrictive Period;

(c) to obtain a Tenant Income Certification from each tenant in the Project (other than resident managers, security personnel and maintenance personnel) not later than the date of such tenant’s initial occupancy of a Unit in the Project, and, if required as described in clause (a)(x) under the caption “Tax-Exempt Status of the Bonds” above, at least annually thereafter in the manner as described in clause (a)(x) under the caption “Tax-Exempt Status of the Bonds” above, and to maintain a file of all such Tenant Income Certifications, together with all supporting documentation, for a period of not less than three years after the end of the State Restrictive Period;

(d) to obtain from each tenant in the Project (other than resident managers, security personnel and maintenance personnel), at the time of execution of the lease pertaining to the Unit occupied by such tenant, a written certification, acknowledgment and acceptance in such form provided by the Issuer to the Borrower from time to time that (i) such lease is subordinate to the Security Instrument and the Regulatory Agreement, (ii) all statements made in the Tenant Income Certification submitted by such tenant are accurate, (iii) the family income and eligibility requirements of the Regulatory Agreement and the Financing Agreement are substantial and material obligations of tenancy in the Project, (iv) such tenant will comply promptly with all requests for information with respect to such requirements from the Borrower, the Trustee and the Issuer, and (v) failure to provide accurate information in the Tenant Income

Certification or refusal to comply with a request for information with respect thereto will constitute a violation of a substantial obligation of the tenancy of such tenant in the Project;

(e) to cause to be prepared and submitted to the Issuer (via the electronic filing system available on the Issuer's website) and the Trustee by the tenth calendar day of each January, April, July and October or other schedule as determined by the Issuer with written notice to the Borrower, a certified quarterly Unit Status Report in a form available on the Issuer's website at the time of submission or in such other form as the Issuer may reasonably prescribe in writing to the Borrower with the first quarterly report due on the first quarterly reporting date after leasing activity commences;

(f) to the extent legally permissible and upon reasonable notice to permit any duly authorized representative of the Issuer or the Trustee to inspect the books and records of the Borrower pertaining to the Project or the incomes of Project tenants, including but not limited to tenant files, during regular business hours and to make copies therefrom if so desired and file such reports as are necessary to meet the Issuer's requirements;

(g) that the Borrower is qualified to be a "housing sponsor" as defined in the Act and will comply with all applicable requirements of the Act, including submitting (via the electronic filing system available on the Issuer's website) the Annual Borrower's Compliance Report to the Issuer and the Trustee in the form available on the Issuer's website at the time of submission by April 30 of each year, commencing April 30, 2019;

(h) to provide social services which must meet the minimum point requirement and be chosen from the list of Tenant Supportive Services attached to the Regulatory Agreement as an exhibit and agreed to in writing by the Issuer. The Borrower must maintain documentation satisfactory to the Issuer of social services provided and such documentation will be reviewed during onsite visits beginning with the second onsite review and must be submitted to the Issuer upon request. The Borrower must provide the social services throughout the State Restrictive Period;

(i) to comply with Title 10, Part 1, Chapter 10, Subchapter F of the Texas Administrative Code, regarding tenant and manager selection, as such requirements may be amended from time to time;

(j) to maintain the property in compliance with HUD's Uniform Physical Condition Standards and to provide regular maintenance to keep the Project sanitary, safe and decent and to comply with the requirements of Section 2306.186 of the Texas Government Code; provided, however, that the Issuer must first provide notice of any default or breach to the Borrower and the Lender, and the Borrower will have 30 days to cure such default or breach;

(k) to renew any available rental subsidies which are sufficient to maintain the economic viability of the Project pursuant to Section 2306.185(c) of the Texas Government Code;

(l) the Borrower is not a party to and will not enter into a contract for the Project with, a housing developer that (i) is on the Issuer's debarred list, including any parts of that list that are derived from the debarred list of HUD; (ii) breached a contract with a public agency; or (iii) misrepresented to a subcontractor the extent to which the Borrower has benefited from contracts or financial assistance that has been awarded by a public agency, including the scope of the Borrower's participation in contracts with the agency and the amount of financial assistance awarded to the Borrower by the agency;

(m) to cooperate fully with the Issuer with respect to its compliance and oversight requirements and to cause the manager of the Project to so comply;

(n) to ensure that Units intended to satisfy the Set Aside in clause (a)(ix) under the caption "Tax-Exempt Status of the Bonds" above will be distributed evenly throughout the Project and will include a reasonably proportionate amount of each type of Unit available in the Project;

- (o) to ensure that the Project conforms to the federal Fair Housing Act; and
- (p) so long as the Project continues to receive Section 8 Housing Assistance Payments it will be considered by the Department to have a federal elderly preference.

Persons with Special Needs

The Borrower has represented, covenanted and warranted that during the State Restrictive Period, it will make at least 5% of the Units within the Project available for occupancy by Persons with Special Needs.

Sale or Transfer of the Project or Change in General Partner

(a) The Borrower and the Fee Owner have covenanted and agreed not to sell, transfer or otherwise dispose of the Project, prior to the expiration of the Qualified Project Period (other than pursuant to the lease of Units to Eligible Tenants), without (i) providing 30 days prior written notice to the Issuer, (ii) complying with any applicable provisions of the Regulatory Agreement, the Financing Agreement, the Tax Exemption Agreement and other Loan Documents and (iii) obtaining the prior written consent of the Issuer. Such consent of the Issuer will not be unreasonably withheld and will be given if the following conditions to the sale or other disposition are met or waived in writing by the Issuer: (A) there is delivered to the Trustee and the Issuer a written opinion of independent legal counsel reasonably satisfactory to the Trustee and the Issuer, addressed to the Trustee and the Issuer, concluding that the transferee has duly assumed all of the rights and obligations of the Borrower or the Fee Owner, as applicable, under the Regulatory Agreement, the Financing Agreement, the Tax Exemption Agreement and the other Loan Documents and that each of the documents executed by the transferee in connection therewith has been duly authorized, executed and delivered by the transferee and is a valid and enforceable obligation of the transferee, subject to customary qualifications, (B) the Issuer receives a Favorable Opinion of Bond Counsel, with a copy to the Trustee, which opinion will be furnished at the expense of the Borrower or the transferee, (C) the Issuer receives an assumption fee equal to 0.25% of the principal balance of the Bonds Outstanding at the time of such transfer, (D) the proposed purchaser or assignee executes any document requested by the Issuer with respect to assuming the obligations of the Borrower or the Fee Owner under the Regulatory Agreement, the Financing Agreement, the Tax Exemption Agreement and the other Loan Documents, and (E) the Issuer has performed a previous participation review on the proposed purchaser or assignee or any affiliated party, the results of which are satisfactory to the Issuer in accordance with Title 10, Part 1, Chapter 1, Subchapter C, Section 1.301, Texas Administrative Code, and the Issuer does not further have any reason to believe the proposed purchaser or assignee is incapable, financially or otherwise, of complying with, or may be unwilling to comply with, the terms of all agreements and instruments binding on such proposed purchaser or assignee relating to the Project, including but not limited to the Regulatory Agreement, the Financing Agreement, the Tax Exemption Agreement, the Security Instrument and other Loan Documents. The foregoing provisions do not apply to transfer by foreclosure or deed in lieu of foreclosure or other similar involuntary transfers, but such provisions apply to any transfer subsequent to such involuntary transfers. Notwithstanding anything to the contrary contained in the Regulatory Agreement, and subject to the consent of Fannie Mae as required by the Mortgage Loan Documents, the following shall be permitted and shall not require the prior written approval of Issuer or Trustee, provided that written notice thereof has been provided to the Issuer, (a) the transfer by Tax Credit Investor of its interest in Borrower in accordance with the terms of Borrower's Organizational Documents, (b) the removal of the general partner of Borrower in accordance with the Organizational Documents and the replacement thereof with the Tax Credit Investor or any of its affiliates, (c) the transfer of ownership interests in the Tax Credit Investor (provided that written notice of such transfer is not required to be provided to the Issuer), (d) the transfer of the interests of the Tax Credit Investor in Borrower to Borrower's general partner or Borrower's special limited partner or any of their affiliates, and (e) any amendment to the Organizational Documents to memorialize the transfers or removal described above. The Borrower and the Fee Owner have expressly stipulated and agreed that any sale, transfer or other disposition of the Project in violation of the provisions described under this caption will be ineffective to relieve the Borrower or the Fee Owner of its obligations under the Regulatory Agreement. Upon any sale, transfer or other disposition of the Project in compliance with the Regulatory Agreement, the Borrower or the Fee Owner so selling, transferring or otherwise disposing of the Project will have no further liability for obligations under the Financing Agreement, the Regulatory Agreement or any loan document arising after the date of such disposition. The foregoing notwithstanding, the duties of the Borrower and the Fee Owner as set forth in the Financing Agreement, the Regulatory Agreement or

any loan document with respect to matters arising prior to the date of such sale, transfer or other disposition will not terminate upon the sale, transfer or other disposition of the Project.

(b) No transfer of the Project will release the Borrower or the Fee Owner from its obligations under the Regulatory Agreement arising prior to the date of such transfer, but any such transfer will relieve the Borrower and the Fee Owner of further liability for obligations under the Regulatory Agreement arising after the date of such transfer.

(c) Except as set forth in paragraph (a) above, the Borrower will not change its general partner by transfer, sale or otherwise without the prior written consent of the Issuer, which consent will not be unreasonably withheld. A change in the Borrower's general partner includes any transfer of any controlling ownership interest in the general partner other than by death or incapacity.

Term

The Regulatory Agreement and all and each of the provisions thereof will become effective upon its execution and delivery, will remain in full force and effect for the periods provided in the Regulatory Agreement and, except as otherwise described under this caption, will terminate in its entirety at the end of the State Restrictive Period, it being expressly agreed and understood that the provisions of the Regulatory Agreement are intended to survive the retirement of the Bonds, discharge of the Loan, termination of the Financing Agreement and defeasance or termination of the Indenture; provided, however, that the provisions related to the Qualified Project Period that are not incorporated into the State Restrictive Period will terminate in their entirety at the end of the Qualified Project Period.

The terms of the Regulatory Agreement to the contrary notwithstanding, the requirements set forth in the Regulatory Agreement will terminate, without the requirement of any consent by the Issuer or the Trustee, and be of no further force and effect in the event of involuntary noncompliance with the provisions of the Regulatory Agreement caused by fire, seizure, requisition, change in a federal or State law or an action of a federal agency after the Closing Date which prevents the Issuer or the Trustee from enforcing the provisions of the Regulatory Agreement, or foreclosure or transfer of title by deed in lieu of foreclosure or other similar involuntary transfer, condemnation or a similar event, but only if, within a reasonable period thereafter, either the Bonds are retired in full or amounts received as a consequence of such event are used to provide a "qualified residential rental project" that meets the requirements of the Code and State law including, but not limited to, certain provisions set forth in the Regulatory Agreement. The provisions of the preceding sentence will cease to apply and the requirements referred to therein will be reinstated if, at any time during the Qualified Project Period, after the termination of such requirements as a result of involuntary noncompliance due to foreclosure, transfer of title by deed in lieu of foreclosure or similar event, the Borrower or any Related Person obtains an ownership interest in the Project for federal income tax purposes or for the purposes of State law.

Notwithstanding any other provision of the Regulatory Agreement, the Regulatory Agreement may be terminated upon agreement by the Issuer, the Trustee, the Borrower and the Fee Owner upon receipt of a Favorable Opinion of Bond Counsel.

Upon the termination of the terms of the Regulatory Agreement, the parties thereto have agreed to execute, deliver and record appropriate instruments of release and discharge of the terms of the Regulatory Agreement; provided, however, that the execution and delivery of such instruments are not necessary or a prerequisite to the termination of the Regulatory Agreement in accordance with its terms. All costs, including fees and expenses, of the Issuer and the Trustee incurred in connection with the termination of the Regulatory Agreement will be paid by the Borrower and its successors in interest.

Covenants to Run With the Land

The Borrower and the Fee Owner have subjected the Project (including the Project Site) to the covenants, reservations and restrictions set forth in the Regulatory Agreement. The Issuer, the Trustee, the Borrower and the Fee Owner have declared that the covenants, reservations and restrictions set forth in the Regulatory Agreement are

covenants running with the land and will pass to and be binding upon the Borrower's and Fee Owner's successors in title to the Project; provided, however, that upon the termination of the Regulatory Agreement said covenants, reservations and restrictions will expire. Each and every contract, deed or other instrument executed after the date of the Regulatory Agreement covering or conveying the Project or any portion thereof prior to the termination of the Regulatory Agreement will conclusively be held to have been executed, delivered and accepted subject to such covenants, reservations and restrictions, regardless of whether such covenants, reservations and restrictions are set forth in such contract, deed or other instrument.

No breach of any of the provisions of the Regulatory Agreement will impair, defeat or render invalid the lien of any mortgage, deed of trust or like encumbrance made in good faith and for value encumbering the Project or any portion thereof.

Fannie Mae Rider

In the event of a conflict between any provision in the Regulatory Agreement and any provision of the Fannie Mae rider, the provisions of the Fannie Mae rider will supersede the conflicting provisions of the Regulatory Agreement.

Notwithstanding anything contained in the Regulatory Agreement to the contrary:

(a) The occurrence of an event of default under the Regulatory Agreement shall not impair, defeat or render invalid the lien of the Security Instrument.

(b) The occurrence of an event of default under the Regulatory Agreement shall not be or be deemed to be a default under the Loan Documents, except as may be otherwise specified in the Loan Documents.

[Remainder of Page Intentionally Left Blank]

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX E

PROPOSED FORM OF OPINION OF BOND COUNSEL

[Letterhead of Bond Counsel]

_____, 2017

Texas Department of Housing and
Community Affairs
Austin, Texas

Wilmington Trust, National Association,
as Trustee
Dallas, Texas

Jefferies LLC
New York, New York

Fannie Mae
Washington, DC

Ladies and Gentlemen:

We have represented the Texas Department of Housing and Community Affairs (the “Issuer”) in connection with the issuance by the Issuer of its \$ _____ Multifamily Housing Revenue Bonds (Fannie Mae MBS Collateralized Pass Through – [PROJECT] Apartments), Series 2017 (the “Bonds”) pursuant to a resolution adopted by the Governing Board of the Issuer on September 7, 2017 (the “Bond Resolution”) and an Indenture of Trust dated as of October 1, 2017 (the “Indenture”), by and between the Issuer and Wilmington Trust, National Association, as trustee (the “Trustee”). The Bonds bear interest, mature on the date, and are subject to redemption prior to maturity as provided in the Indenture. Capitalized terms used herein and not otherwise defined are used with the meanings assigned to such terms in the Indenture, in the Financing Agreement dated as of October 1, 2017 (the “Financing Agreement”) among the Issuer, the Trustee, THF [BORROWER], LP, a Texas limited partnership (the “Borrower”), and Wells Fargo Bank, National Association, as lender (the “Lender”), or in the Regulatory and Land Use Restriction Agreement dated as of October 1, 2017 (the “Regulatory Agreement”), among the Issuer, the Trustee, and the Borrower.

The Bonds are being issued for the purpose of obtaining funds to make a mortgage loan (the “Bond Mortgage Loan”) to the Borrower to finance the acquisition, equipping and rehabilitation of a multifamily residential rental development located within _____ County, Texas (the “Development”), to be occupied by individuals and families of low, very low and extremely low income and families of moderate income, as determined by the Issuer, and persons with special needs, all as required by the Act, and to be occupied at least partially (at least forty percent of the Units) by Low-Income Tenants.

We have assumed with your permission and without independent verification (i) the genuineness of certificates, records and other documents (collectively, “documents”) submitted to us and the accuracy and completeness of the statements contained therein; (ii) the due authorization, execution and delivery of the Indenture by the parties thereto, and the validity and binding effect of the Indenture on such parties; (iii) that all documents submitted to us as originals are accurate and complete; (iv) that all documents submitted to us as copies are true and correct copies of the originals thereof; and (v) that all information submitted to us and on which we have relied was accurate and complete.

The scope of our representation extends solely to an examination of the facts and law incident to rendering an opinion with respect to the legality and validity of the Bonds and the security therefor and with respect to the exclusion of interest on the Bonds from gross income for federal income tax purposes. We have not been engaged or undertaken to review the accuracy, completeness or sufficiency of the Official Statement or other offering material relating to the Bonds and we express no opinion relating thereto (excepting only the matters set forth as our supplemental opinion of Bond Counsel of even date herewith). We have not assumed any responsibility with respect to the financial condition or capability of the Issuer or the Borrower, or the disclosure thereof. We have

participated in the preparation of and have examined a transcript of certain materials pertaining to the Bonds, including certain certified proceedings of the Issuer, the State of Texas, the Trustee and the Borrower, and customary certificates, opinions, affidavits and other documents executed by officers, agents and representatives of the Issuer, the State of Texas, the Trustee, the Borrower and others. We have also examined such applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), court decisions, Treasury Regulations and published rulings of the Internal Revenue Service (the "Service") as we have deemed relevant. We have also examined the fully-executed Bond numbered I-1.

Based on said examination, and subject to the assumptions, qualifications and limitations set forth herein, it is our opinion that, under existing law:

1. The Issuer has duly authorized the issuance, execution and delivery of the Bonds. The Bonds constitute legal, valid and binding special limited obligations of the Issuer and are entitled to the benefit and security of the Indenture.
2. Interest on the Bonds is excludable from gross income for federal income tax purposes, except with respect to the interest on any Bond for any period during which such Bond is held by a "substantial user" of the Development or a "related person" of such a "substantial user," as those terms are defined for purposes of Section 147(a) of the Code.
3. Interest on the Bonds is not an item of tax preference includable in alternative minimum taxable income for purposes of calculating the alternative minimum tax on individuals and corporations.

In providing the opinions set forth in paragraphs 2 and 3 above, we have relied on, and assumed the accuracy and completeness of, representations made as of the date hereof by, among others, the Issuer, the Borrower and Jefferies LLC, as underwriter, with respect to matters solely within the respective knowledge of such parties, which matters we have not independently verified. Furthermore, in providing the opinions set forth in paragraphs 2 and 3 above, we have also assumed that there will be continuing compliance with the procedures, safeguards and covenants in the Indenture, the Financing Agreement, the Regulatory Agreement and the Tax Exemption Agreement pertaining to those sections of the Code that affect the exclusion of interest on the Bonds from gross income for federal income tax purposes. In the event that such representations are determined to be inaccurate or incomplete or the Issuer or the Borrower fails to comply with the foregoing procedures, safeguards and covenants, interest on the Bonds could become includable in gross income for federal income tax purposes from the date of original delivery of the Bonds, regardless of the date on which the event causing such inclusion occurs.

Certain actions may be taken or omitted subject to the terms and conditions set forth in the Indenture and related documents, upon the advice or with an approving opinion of Bond Counsel. We hereby express no opinion with respect to our ability to render an opinion that such actions, if taken or omitted, will not adversely affect the exclusion of interest on the Bonds from gross income for federal income tax purposes.

Except as stated above, we express no opinion as to any federal, state or local tax consequences resulting from the ownership of, receipt of interest on, or disposition of, the Bonds.

We express no opinion as to the priority or perfection of the security interest granted by the Issuer in the Trust Estate.

The enforceability of certain provisions of the Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors. Furthermore, availability of equitable remedies under the Bonds may be limited by general principles of equity that permit the exercise of judicial discretion.

Owners of the Bonds should be aware that the ownership of tax-exempt obligations may result in collateral federal income tax consequences to financial institutions, life insurance and property and casualty insurance companies, certain S corporations with Subchapter C earnings and profits, individual recipients of Social Security or Railroad Retirement benefits, taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, low and middle income taxpayers otherwise qualifying for the health insurance

premium assistance credit and individuals otherwise qualifying for the earned income tax credit. In addition, certain foreign corporations doing business in the United States may be subject to the “branch profits” tax on their effectively connected earnings and profits, including tax-exempt interest such as interest on the Bonds.

The opinions set forth above speak only as of their date and only in connection with the Bonds and may not be applied to any other transaction. Such opinions are specifically limited to the laws of the State of Texas and, to the extent applicable, the laws of the United States of America.

Our opinions are based on existing law, which is subject to change. Such opinions are further based on our knowledge of facts as of the date hereof. We assume no duty to update or supplement these opinions to reflect any facts or circumstances that may hereafter come to our attention or to reflect any changes in any law that may hereafter occur or become effective. Moreover, our opinions are not a guarantee of result and are not binding on the Service; rather, such opinions represent our legal judgment based upon our review of existing law and in reliance upon the representations and covenants referenced above that we deem relevant to such opinions. The Service has an ongoing audit program to determine compliance with rules that relate to whether interest on state or local obligations is includable in gross income for federal income tax purposes. No assurance can be given whether or not the Service will commence an audit of the Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Issuer as the taxpayer. We observe that the Issuer and the Borrower have each covenanted in the Indenture, the Financing Agreement and the Tax Exemption Agreement not to take any action, or omit to take any action within its control, that if taken or omitted, respectively, may result in the treatment of interest on the Bonds as includable in gross income for federal income tax purposes.

Very truly yours,

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX F

FORM OF CONTINUING DISCLOSURE AGREEMENT

The following is a form of the Continuing Disclosure Agreement that will be entered into by THF Casa LP, a Texas limited partnership (the "Casa Inc. Borrower"), and Wilmington Trust, National Association (the "Dissemination Agent"), in connection with the Casa Inc. Borrower's obligations pursuant to the requirements of Rule 15c2-12 (the "Rule") of the Securities and Exchange Commission. THF Nuestro Hogar, LP, a Texas limited partnership (the "Nuestro Hogar Borrower") and THF Casa Brendan, LP, a Texas limited partnership (the "Casa Brendan Borrower") will each enter into a separate Continuing Disclosure Agreement with the Dissemination Agent that are substantially identical to this form of Continuing Disclosure Agreement in connection with their respective obligations under the Rule.

This Continuing Disclosure Agreement (the "Disclosure Agreement") is dated as of October 1, 2017 and is executed and delivered by THF Casa LP, (the "Borrower"), and Wilmington Trust, National Association (the "Dissemination Agent") in connection with the issuance of \$24,000,000 Multifamily Housing Revenue Bonds, (Fannie Mae MBS Collateralized Pass-Through – Casa Inc. Apartments), Series 2017 (the "Bonds"). The Bonds are being issued pursuant to an Indenture of Trust, dated as of October 1, 2017 (the "Indenture"), between the Texas Department of Housing and Community Affairs (the "Issuer") and Wilmington Trust, National Association, as Trustee (the "Trustee"). The proceeds of the Bonds are being loaned by the Issuer to the Borrower pursuant to a Financing Agreement, dated as of October 1, 2017, among the Issuer, the Trustee, the Borrower and Wells Fargo Bank, National Association (the "Lender") (the "Financing Agreement"). For valuable consideration, the receipt of which is acknowledged, the Dissemination Agent and the Borrower covenant and agree as follows:

SECTION 1. Purpose of the Disclosure Agreement. This Disclosure Agreement is being executed and delivered by the Borrower and the Dissemination Agent for the benefit of the Bondholders (defined below) and the beneficial owners of the Bonds, and in order to assist the Participating Underwriters (defined below) in complying with the Rule (defined below). The Borrower and the Dissemination Agent acknowledge that the Issuer has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Disclosure Agreement, and has no liability to any person, including any Holder of the Bonds, with respect to any such reports, notices or disclosures.

SECTION 2. Definitions. In addition to the definitions set forth in the Indenture and in the Financing Agreement, which apply to any capitalized term used in this Disclosure Agreement unless otherwise defined in this Section or in the first paragraph of this Disclosure Agreement, the following capitalized terms shall have the following meanings:

"Annual Report" shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Disclosure Agreement.

"Bondholder" or the term "Holder", when used with reference to a Bond or Bonds, shall mean any person who shall be the registered owner of any Bond and any beneficial owner thereof.

"Disclosure Representative" shall mean any person designated by the Borrower or his or her designee, in writing to the Dissemination Agent from time to time.

"Dissemination Agent" shall mean the initial Dissemination Agent hereunder, which is Wilmington Trust, National Association, or any successor Dissemination Agent designated in writing by the Borrower and acceptable to the Issuer and which has filed with the Borrower a written acceptance of such designation.

"EMMA" shall mean the Electronic Municipal Market Access system maintained by the MSRB for purposes of the Rule.

"Listed Events" shall mean any of the events listed in Section 5(a) of this Disclosure Agreement.

“MSRB” shall mean the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934, or any successor thereto or to the functions of the MSRB contemplated by this Disclosure Agreement.

“Participating Underwriters” shall mean any or all of the original broker, dealer or municipal securities dealer acting as underwriters of the Bonds required to comply with the Rule in connection with offering of the Bonds.

“Rule” shall mean Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

“Tax-exempt” shall mean that interest on the Bonds is excluded from gross income for federal income tax purposes, whether or not such interest is includable as an item of tax preference or otherwise includable directly or indirectly for purposes of calculating any other tax liability, including any alternative minimum tax or environmental tax.

SECTION 3. Provision of Annual Reports.

(a) The Borrower shall, or shall cause the Dissemination Agent to, not later than 180 days after the end of each fiscal year of the Borrower, commencing with the Borrower’s fiscal year ending December 31, 2017, provide to the MSRB an Annual Report which is consistent with the requirements of Section 4 of this Disclosure Agreement. On or prior to said date (except that in the event the Borrower elects to have the Dissemination Agent file such report, five (5) Business Days prior to such date) such Annual Report shall be provided by the Borrower to the Dissemination Agent together with either (i) a letter authorizing the Dissemination Agent to file the Annual Report with the MSRB, or (ii) a certificate stating that the Borrower has provided the Annual Report to the MSRB and the date on which such Annual Report was provided. In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package, and may cross-reference other information as provided in Section 4 of this Disclosure Agreement; provided that the audited financial statements of the Borrower may be submitted separately from the balance of the Annual Report; and provided further that if the Borrower’s audited financial statements are not available by the deadline for filing the Annual Report, they shall be submitted as soon as practicable after they become available and unaudited financial statements shall be included in the Annual Report. The Borrower shall promptly notify the Dissemination Agent of any change in the Borrower’s fiscal year. Unless otherwise provided by law, any continuing disclosure information filed pursuant to this Disclosure Agreement shall be provided to the MSRB in an electronic format as shall be prescribed by MSRB Rule G-32, and shall be accompanied by such identifying information as shall be prescribed by MSRB Rule G-32. As of the date hereof, EMMA is the electronic format prescribed by the MSRB.

(b) If by 15 days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent shall contact the Borrower to request a report regarding compliance with the provisions governing the Annual Report.

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent shall send a reminder notice to the Borrower and the Issuer and shall send a notice to the MSRB in substantially the form attached as Exhibit A hereto.

(d) The Dissemination Agent shall file a report with the Borrower, the Issuer and the Trustee (if the Dissemination Agent is not the Trustee) certifying that the Borrower has filed a report (directly or through the Dissemination Agent) purporting to be an Annual Report pursuant to this Disclosure Agreement, and stating the date it was provided (if such report was provided).

SECTION 4. Content of Annual Reports.

(a) The Borrower’s Annual Report shall contain its audited financial statements for the prior fiscal year, prepared in accordance with generally accepted accounting principles.

(b) Any or all of the items listed above may be incorporated by reference from other documents, including financial statements provided under (a) above, the original Official Statement for the Bonds, or other official statements of debt issues with respect to which the Borrower is an “obligated person” (as defined by the Rule), which have been (i) made available to the public on the MSRB’s Electronic Municipal Markets Access (EMMA) System, the current internet web address of which is www.emma.msrb.org, or (ii) filed with the Securities and Exchange Commission. If the document incorporated by reference is a final official statement, it must be available from the MSRB. The Borrower shall clearly identify each such other document so incorporated by reference.

SECTION 5. Reporting of Listed Events.

(a) The Borrower shall, or shall cause the Dissemination Agent to, give notice of the occurrence of any of the following Listed Events relating to the Bonds to the MSRB in a timely manner not later than ten (10) Business Days after the occurrence of any such Listed Event;

- (1) principal and interest payment delinquencies;
- (2) non-payment related defaults, if material;
- (3) unscheduled draws on debt service reserves reflecting financial difficulties;
- (4) unscheduled draws on credit enhancements reflecting financial difficulties;
- (5) substitution of credit or liquidity providers or their failure to perform;
- (6) 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 of determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (7) modifications to the rights of holders of the Bonds, if material;
- (8) Bond calls, if material, and tender offers;
- (9) defeasances;
- (10) release, substitution, or sale of property securing repayment of the Bonds, if material;
- (11) rating changes;
- (12) bankruptcy, insolvency, receivership or similar event of the Borrower;

Note to clause (12): For the purposes of the event identified in clause (12) above, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or government authority has assumed jurisdiction over substantially all of the assets or business of the Borrower, 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 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 Borrower;

(13) the consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of

business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and

(14) appointment of a successor or additional trustee or the change of the name of the trustee, if material.

(b) The Dissemination Agent shall, promptly after obtaining actual knowledge of the occurrence of any of the Listed Events set forth in subsection (a) above, contact the Disclosure Representative and inform such person of the event. "Actual knowledge" for purposes of this subsection (b) shall mean actual knowledge of an officer of the Corporate Trust Administration of the Dissemination Agent.

(c) Whenever the Borrower obtains knowledge of the occurrence of a Listed Event set forth in clauses (2), (7), (8) (relating to Bond calls only), (10), (13) or (14) of subsection (a) above, whether because of a notice from the Dissemination Agent pursuant to subsection (b) or otherwise, the Borrower shall as soon as possible determine if such event would constitute material information for Bondholders, and if such event is determined by the Borrower to be material, the Borrower shall, or shall cause the Dissemination Agent to, give notice of such event to the MSRB not later than ten (10) Business Days after the occurrence of such event.

(d) If the Borrower elects to have the Dissemination Agent file notice of any Listed Event, the Borrower will provide the notice to the Dissemination Agent within 5 Business Days after the occurrence of the Listed Event, along with an instruction to file the notice with the MSRB.

SECTION 6. Termination of Reporting Obligation.

This Disclosure Agreement may be terminated by either party to this Disclosure Agreement upon thirty days' written notice of termination delivered to the other party to this Disclosure Agreement; provided the termination of this Disclosure Agreement is not effective until (i) the Borrower, or its successor, enters into a new continuing disclosure agreement with a dissemination agent who agrees to continue to provide, to the MSRB and the Holders of the Bonds, all information required to be communicated pursuant to the rules promulgated by the Securities and Exchange Commission or the MSRB, (ii) a nationally recognized bond counsel or counsel expert in federal securities laws provides an opinion that the new continuing disclosure agreement is in compliance with all applicable state and federal securities laws, and (iii) notice of the termination of this Disclosure Agreement is provided to the MSRB.

The Dissemination Agent shall be fully discharged at the time any such termination is effective. Notwithstanding the foregoing, this Disclosure Agreement shall terminate (i) automatically upon payment or provisions for payment of the Bonds or (ii) when all of the Bonds are or are deemed to be no longer outstanding by reason of redemption or legal defeasance or at final maturity.

SECTION 7. Dissemination Agent.

(a) The Borrower may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under this Disclosure Agreement, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. If at any time there is not any other designated Dissemination Agent, the Trustee shall be the Dissemination Agent.

(b) The Dissemination Agent, or any successor thereof, may at any time resign and be discharged of its duties and obligations hereunder by giving not less than thirty (30) days written notice to the Issuer, the Borrower and the registered owners of the Bonds, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the date a successor shall have been appointed by the Borrower or by a court upon the application of the Dissemination Agent.

(c) In case the Dissemination Agent, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Dissemination Agent or of its property shall be appointed, or if any public officer shall take

charge of control of the Dissemination Agent, or of its property or affairs, the Borrower shall forthwith appoint a Dissemination Agent to act. The Borrower shall give or cause to be given written notice of any such appointment to the Bondholders, the Trustee (if the Trustee is not the Dissemination Agent), and the Issuer.

(d) Any company into which the Dissemination Agent may be merged or with which it may be consolidated or any company resulting from any merger or consolidation to which it shall be a party or any company to which such Dissemination Agent may sell or transfer all or substantially all of its corporate trust business, shall be the successor to such Dissemination Agent, without any further act or deed.

SECTION 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Agreement, the Borrower and the Dissemination Agent may amend this Disclosure Agreement (and the Dissemination Agent shall agree to any amendment not modifying or otherwise affecting its duties, obligations or liabilities in such a way as they are expanded or increased) and any provision of this Disclosure Agreement may be waived, if all of the following conditions are satisfied: (1) such amendment is made in connection with a change in circumstances that arises from a change in legal (including regulatory) requirements, a change in law (including rules or regulations) or in interpretations thereof, or a change in the identity, nature or status of the Borrower or the type of business conducted thereby, (2) this Disclosure Agreement as so amended would have complied with the requirements of the Rule as of the date of this Disclosure Agreement, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances, (3) the Borrower shall have delivered an opinion of counsel, addressed to the Issuer, the Borrower, the Dissemination Agent and the Trustee, to the same effect as set forth in clause (2) above, (4) either (i) the Borrower shall have delivered to the Issuer, the Trustee and the Dissemination Agent an opinion of counsel, or a determination by a person, in each case unaffiliated with the Borrower (such as bond counsel) and acceptable to the Borrower, to the effect that the amendment does not materially impair the interests of the Holders of the Bonds or (ii) the Holders of the Bonds consent to the amendment to this Disclosure Agreement pursuant to the same procedures as are required for amendments to the Indenture with consent of the Holders of the Bonds pursuant to the Indenture as in effect on the date of this Disclosure Agreement, and (5) the Borrower shall have delivered copies of such opinion(s) and amendment to the MSRB. The Dissemination Agent may rely and act upon such opinions.

SECTION 9. Additional Information. Nothing in this Disclosure Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is required by this Disclosure Agreement. If the Borrower chooses to include any information in any Annual Report or notice of the occurrence of a Listed Event, in addition to that which is specifically required by this Disclosure Agreement, the Borrower shall have no obligation under this Disclosure Agreement to update such information or include it in any future Annual Report or notice of the occurrence of a Listed Event. Nothing in this Disclosure Agreement shall be deemed to prevent the Dissemination Agent from providing a notice or disclosure as it may deem appropriate pursuant to any other capacity it may be acting in related to the Bonds.

SECTION 10. Default. In the event of a failure of the Borrower or the Dissemination Agent to comply with any provision of this Disclosure Agreement, the Dissemination Agent may (and, at the request of any of the Holders of at least 25% of the aggregate principal amount of Outstanding Bonds who have provided security and indemnity deemed acceptable to the Dissemination Agent, shall), or any party who can establish beneficial ownership of any of the Bonds, or any Bondholder may, after providing fifteen (15) days written notice to the Borrower to give the Borrower opportunity to comply within such fifteen-day period, take such actions as may be necessary and appropriate to compel performance, including seeking mandamus or specific performance by court order, in order to cause the Borrower to comply with its obligations under this Disclosure Agreement. A default under this Disclosure Agreement shall not be deemed an Event of Default under the Indenture or under the Financing Agreement, and the sole remedy available to the Dissemination Agent, any beneficial owners of the Bonds or the Bondholders under this Disclosure Agreement in the event of any failure of the Borrower or the Dissemination Agent to comply with this Disclosure Agreement shall be an action to compel performance.

SECTION 11. Duties, Immunities and Liabilities of Dissemination Agent.

The Dissemination Agent shall have only such duties as are specifically set forth in this Disclosure Agreement. To the extent that the Dissemination Agent is required under the terms of this Disclosure Agreement to report any information, it is only required to report information that it receives from the Borrower in the form in which it is received, and the Dissemination Agent shall be under no responsibility or duty with respect to the accuracy and content of the information which it receives from the Borrower. The Borrower agrees to indemnify and save the Dissemination Agent, its officers, directors, employees and agents harmless against any loss, expense and liabilities which it may incur arising out of or in the exercise or performance of its powers and duties hereunder, including the costs and expenses (including reasonable attorneys' fees and expenses) of defending against any claim of liability, but excluding liabilities due to the Dissemination Agent's negligence or misconduct. The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent and payment of the Bonds.

Unless otherwise provided by contract with the Dissemination Agent, the Borrower shall pay or cause to be paid to the Dissemination Agent after reasonable notice to the Borrower in light of the reimbursement sought to be received, reasonable reimbursement for its reasonable expenses, charges, counsel fees and expenses and other disbursements and those of its attorneys, agents, and employees, incurred in and about the performance of its powers and duties hereunder. The Borrower shall indemnify and save the Dissemination Agent harmless against any expenses and liabilities which it may incur in the exercise and performance of its powers and duties hereunder which are not due to its negligence or default. None of the provisions contained in this Disclosure Agreement shall require the Dissemination Agent to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers. The obligations of the Borrower under this Section to compensate the Dissemination Agent, to pay or reimburse the Dissemination Agent for expenses, disbursements, charges and counsel fees and to indemnify and hold harmless the Dissemination Agent shall survive the termination of this Disclosure Agreement.

In no event shall the Dissemination Agent be liable for incidental, indirect, special, consequential or punitive damages (including, but not limited to, lost profits), even if the Dissemination Agent has been advised of the likelihood of such loss or damage and regardless of the form of action.

SECTION 12. Transmission of Notices, Documents and Information. Unless otherwise required by the MSRB, all notices, documents and information provided to the MSRB pursuant to this Disclosure Agreement shall be provided to the MSRB's Electronic Municipal Markets Access (EMMA) system, the current internet web address of which is www.emma.msrb.org.

All notices, documents and information provided to the MSRB shall be provided in an electronic format as prescribed by the MSRB and shall be accompanied by identifying information as prescribed by the MSRB.

SECTION 13. Beneficiaries. This Disclosure Agreement shall inure solely to the benefit of the Issuer, the Borrower, the Trustee, the Dissemination Agent, the Participating Underwriters, parties who can establish beneficial ownership of the Bonds and the Holders from time to time of the Bonds, and shall create no rights in any other person or entity.

SECTION 14. Counterparts. This Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 15. Notices. The parties hereto may be given notices required hereunder at the addresses set forth for them in the Financing Agreement or the Indenture.

SECTION 16. Applicable Law. This Disclosure Agreement shall be governed by the laws of the State of Texas, and by applicable federal laws.

THF CASA, LP,
a Texas limited partnership

By: THF Casa GP, LLC,
a Texas limited liability company,
its General Partner

By: THF Housing Development Corporation,
a Texas non-profit corporation,
its sole managing member

By: _____
Mark Mayfield, President

[Signature Page Continues on Next Page]

DISSEMINATION AGENT:

WILMINGTON TRUST, NATIONAL ASSOCIATION,

By: _____
Name:
Title:

[SIGNATURE PAGE TO CONTINUING DISCLOSURE AGREEMENT]

**EXHIBIT A
TO CONTINUING DISCLOSURE AGREEMENT**

NOTICE TO MSRB OF FAILURE TO FILE ANNUAL REPORT

Name of Issuer: Texas Department of Housing and Community Affairs (the "Issuer").

Name of Bond Issue: \$24,000,000 Multifamily Housing Revenue Bonds (Fannie Mae MBS Collateralized Pass-Through – Casa Inc. Apartments), Series 2017.

Name of Borrower: THF Casa, LP

Date of Issuance: October 17, 2017.

NOTICE IS HEREBY GIVEN that the Borrower has not yet provided an Annual Report with respect to the above-named Bonds as required by the Continuing Disclosure Agreement by and between THF Casa, LP (the "Borrower"), and Wilmington Trust, National Association (the "Dissemination Agent") dated as of October 1, 2017. The Borrower has informed the Dissemination Agent that the Annual Report will be filed with the Dissemination Agent by _____.

Dated: _____

WILMINGTON TRUST, NATIONAL ASSOCIATION,
as Dissemination Agent

By: _____
Name: _____
Title: _____

cc: Borrower
 Issuer

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX G
CASA INC. MORTGAGE LOAN TERM SHEET

Term Sheet

Information provided by Casa Inc. Lender for Official Statement

Represents an excerpt of the term sheet schedules to Prospectus Supplement for MBS Certificate, edited for purposes of the Official Statement

<i>Pool Statistics</i>	
Issuance Principal Balance	\$24,000,000
Security Maturity Date	November 1, 2033
Term to Maturity (months)	192
Security Funds Transfer Type	Wire
Security Type	MBS
Seller Name	Wells Fargo Bank, National Association
Servicer Name	Wells Fargo Bank, National Association
<i>Loan Information</i>	
Pool Issue Date	11/01/2017
Loan Maturity Date	11/01/2033
Lien Priority	1 st
Balloon Y/N	Yes
Pass-Through Rate to Investor	3.15%
Servicing Fee	0.345%
Guarantee Fee	0.615%
Mortgage Rate	4.11%
Original Principal Balance	\$24,000,000
Issuance Principal Balance	\$24,000,000
Prepayment Lockout Term (months)	N/A
Prepayment Premium End Date	10/31/2032
Yield Maintenance Period, Years 1-10	10/17/2017 – 10/31/2027
Fee Maintenance Period, Years 11-15 (1.00%)	11/1/2027 – 10/31/2032
First Payment Date (Interest Only)	N/A
First Payment Date (P/I)	12/01/2017
Original Amortization Term (Months)	420
Interest Type	Fixed
Interest Accrual Method	Act/360
Interest Only End Date	N/A
Interest Only Term (Months)	N/A
Note Date	10/17/2017
Loan Purpose	Acquisition Moderate Rehabilitation
Estimated Actual DSCR	1.17x
Estimated Actual DSCR Interest Only	N/A
UW LTV	82.47%
Minimum DSCR	1.15x [†]
Maximum LTV	90%
UW Value	\$29,100,000
UW NCF	Approximately \$399,924
Physical Occupancy (Underwritten)	95%
Good Faith Deposit	2%
Pricing Tier	2
Tier Drop Eligible	No
MBS Disclosure	Yes, see comments below [†]
Modified Loss Share	No

[†] Property valuation – Wells Fargo Bank, National Association is utilizing the As-Renovated Value for its UW Value and MBS as Bond Collateral.

Casa Inc Amortization Schedule.xls

Loan Name		Casa Inc								
Loan Number		820113654								
Original Loan Amount		\$24,000,000								
Interest Basis Code		Actual/360								
Interest Rate		4.110%								
First Payment Month		December								
First Payment Year		2017								
Pmt. #	# of months Remaining	Month	Year	Total	Interest Rate	Principal	Interest	Balance	YTD Interest	YTD Principal
1	420	December	2017	\$107,855.24	4.110%	25,655.24	82,200.00	23,974,344.76	\$82,200.00	\$25,655.24
2	419	January	2018	\$107,855.24	4.110%	23,006.04	84,849.20	23,951,338.72		
3	418	February	2018	\$107,855.24	4.110%	23,087.46	84,767.78	23,928,251.26		
4	417	March	2018	\$107,855.24	4.110%	31,364.60	76,490.64	23,896,886.66		
5	416	April	2018	\$107,855.24	4.110%	23,280.18	84,575.06	23,873,606.48		
6	415	May	2018	\$107,855.24	4.110%	26,088.14	81,767.10	23,847,518.34		
7	414	June	2018	\$107,855.24	4.110%	23,454.90	84,400.34	23,824,063.44		
8	413	July	2018	\$107,855.24	4.110%	26,257.82	81,597.42	23,797,805.62		
9	412	August	2018	\$107,855.24	4.110%	23,630.84	84,224.40	23,774,174.78		
10	411	September	2018	\$107,855.24	4.110%	23,714.47	84,140.77	23,750,460.31		
11	410	October	2018	\$107,855.24	4.110%	26,509.91	81,345.33	23,723,950.40		
12	409	November	2018	\$107,855.24	4.110%	23,892.23	83,963.01	23,700,058.17		
13	408	December	2018	\$107,855.24	4.110%	26,682.54	81,172.70	23,673,375.63	\$1,075,493.75	\$326,624.37
14	407	January	2019	\$107,855.24	4.110%	24,071.22	83,784.02	23,649,304.41		
15	406	February	2019	\$107,855.24	4.110%	24,156.41	83,698.83	23,625,148.00		
16	405	March	2019	\$107,855.24	4.110%	32,333.52	75,521.72	23,592,814.48		
17	404	April	2019	\$107,855.24	4.110%	24,356.34	83,498.90	23,568,458.14		
18	403	May	2019	\$107,855.24	4.110%	27,133.27	80,721.97	23,541,324.87		
19	402	June	2019	\$107,855.24	4.110%	24,538.57	83,316.67	23,516,786.30		
20	401	July	2019	\$107,855.24	4.110%	27,310.25	80,544.99	23,489,476.05		
21	400	August	2019	\$107,855.24	4.110%	24,722.07	83,133.17	23,464,753.98		
22	399	September	2019	\$107,855.24	4.110%	24,809.56	83,045.68	23,439,944.42		
23	398	October	2019	\$107,855.24	4.110%	27,573.43	80,281.81	23,412,370.99		
24	397	November	2019	\$107,855.24	4.110%	24,994.96	82,860.28	23,387,376.03		
25	396	December	2019	\$107,855.24	4.110%	27,753.48	80,101.76	23,359,622.55	\$1,061,682.50	\$340,435.62
26	395	January	2020	\$107,855.24	4.110%	25,181.64	82,673.60	23,334,440.91		
27	394	February	2020	\$107,855.24	4.110%	25,270.76	82,584.48	23,309,170.15		
28	393	March	2020	\$107,855.24	4.110%	30,682.46	77,172.78	23,278,487.69		
29	392	April	2020	\$107,855.24	4.110%	25,468.79	82,386.45	23,253,018.90		
30	391	May	2020	\$107,855.24	4.110%	28,213.65	79,641.59	23,224,805.25		
31	390	June	2020	\$107,855.24	4.110%	25,658.78	82,196.46	23,199,146.47		
32	389	July	2020	\$107,855.24	4.110%	28,398.16	79,457.08	23,170,748.31		
33	388	August	2020	\$107,855.24	4.110%	25,850.10	82,005.14	23,144,898.21		
34	387	September	2020	\$107,855.24	4.110%	25,941.59	81,913.65	23,118,956.62		
35	386	October	2020	\$107,855.24	4.110%	28,672.81	79,182.43	23,090,283.81		
36	385	November	2020	\$107,855.24	4.110%	26,134.88	81,720.36	23,064,148.93		
37	384	December	2020	\$107,855.24	4.110%	28,860.53	78,994.71	23,035,288.40	\$1,050,030.49	\$352,087.63
38	383	January	2021	\$107,855.24	4.110%	26,329.52	81,525.72	23,008,958.88		
39	382	February	2021	\$107,855.24	4.110%	26,422.70	81,432.54	22,982,536.18		
40	381	March	2021	\$107,855.24	4.110%	34,387.73	73,467.51	22,948,148.45		
41	380	April	2021	\$107,855.24	4.110%	26,637.92	81,217.32	22,921,510.53		
42	379	May	2021	\$107,855.24	4.110%	29,349.07	78,506.17	22,892,161.46		
43	378	June	2021	\$107,855.24	4.110%	26,836.07	81,019.17	22,865,325.39		
44	377	July	2021	\$107,855.24	4.110%	29,541.50	78,313.74	22,835,783.89		
45	376	August	2021	\$107,855.24	4.110%	27,035.59	80,819.65	22,808,748.30		
46	375	September	2021	\$107,855.24	4.110%	27,131.28	80,723.96	22,781,617.02		
47	374	October	2021	\$107,855.24	4.110%	29,828.20	78,027.04	22,751,788.82		
48	373	November	2021	\$107,855.24	4.110%	27,332.87	80,522.37	22,724,455.95		
49	372	December	2021	\$107,855.24	4.110%	30,023.98	77,831.26	22,694,431.97	\$1,032,401.16	\$369,716.96
50	371	January	2022	\$107,855.24	4.110%	27,535.86	80,319.38	22,666,896.11		
51	370	February	2022	\$107,855.24	4.110%	27,633.32	80,221.92	22,639,262.79		
52	369	March	2022	\$107,855.24	4.110%	35,485.06	72,370.18	22,603,777.73		

Casa Inc Amortization Schedule.xls

53	368	April	2022	\$107,855.24	4.110%	27,856.70	79,998.54	22,575,921.03		
54	367	May	2022	\$107,855.24	4.110%	30,532.71	77,322.53	22,545,388.32		
55	366	June	2022	\$107,855.24	4.110%	28,063.35	79,791.89	22,517,324.97		
56	365	July	2022	\$107,855.24	4.110%	30,733.40	77,121.84	22,486,591.57		
57	364	August	2022	\$107,855.24	4.110%	28,271.44	79,583.80	22,458,320.13		
58	363	September	2022	\$107,855.24	4.110%	28,371.50	79,483.74	22,429,948.63		
59	362	October	2022	\$107,855.24	4.110%	31,032.67	76,822.57	22,398,915.96		
60	361	November	2022	\$107,855.24	4.110%	28,581.74	79,273.50	22,370,334.22		
61	360	December	2022	\$107,855.24	4.110%	31,236.85	76,618.39	22,339,097.37	\$1,016,759.54	\$385,358.58
62	359	January	2023	\$107,855.24	4.110%	28,793.45	79,061.79	22,310,303.92		
63	358	February	2023	\$107,855.24	4.110%	28,895.36	78,959.88	22,281,408.56		
64	357	March	2023	\$107,855.24	4.110%	36,629.00	71,226.24	22,244,779.56		
65	356	April	2023	\$107,855.24	4.110%	29,127.26	78,727.98	22,215,652.30		
66	355	May	2023	\$107,855.24	4.110%	31,766.63	76,088.61	22,183,885.67		
67	354	June	2023	\$107,855.24	4.110%	29,342.77	78,512.47	22,154,542.90		
68	353	July	2023	\$107,855.24	4.110%	31,975.93	75,879.31	22,122,566.97		
69	352	August	2023	\$107,855.24	4.110%	29,559.79	78,295.45	22,093,007.18		
70	351	September	2023	\$107,855.24	4.110%	29,664.41	78,190.83	22,063,342.77		
71	350	October	2023	\$107,855.24	4.110%	32,288.29	75,566.95	22,031,054.48		
72	349	November	2023	\$107,855.24	4.110%	29,883.67	77,971.57	22,001,170.81		
73	348	December	2023	\$107,855.24	4.110%	32,501.23	75,354.01	21,968,669.58	\$1,000,453.48	\$401,664.64
74	347	January	2024	\$107,855.24	4.110%	30,104.46	77,750.78	21,938,565.12		
75	346	February	2024	\$107,855.24	4.110%	30,211.00	77,644.24	21,908,354.12		
76	345	March	2024	\$107,855.24	4.110%	35,320.33	72,534.91	21,873,033.79		
77	344	April	2024	\$107,855.24	4.110%	30,442.93	77,412.31	21,842,590.86		
78	343	May	2024	\$107,855.24	4.110%	33,044.37	74,810.87	21,809,546.49		
79	342	June	2024	\$107,855.24	4.110%	30,667.62	77,187.62	21,778,878.87		
80	341	July	2024	\$107,855.24	4.110%	33,262.58	74,592.66	21,745,616.29		
81	340	August	2024	\$107,855.24	4.110%	30,893.88	76,961.36	21,714,722.41		
82	339	September	2024	\$107,855.24	4.110%	31,003.22	76,852.02	21,683,719.19		
83	338	October	2024	\$107,855.24	4.110%	33,588.50	74,266.74	21,650,130.69		
84	337	November	2024	\$107,855.24	4.110%	31,231.82	76,623.42	21,618,898.87		
85	336	December	2024	\$107,855.24	4.110%	33,810.51	74,044.73	21,585,088.36	\$986,035.67	\$416,082.45
86	335	January	2025	\$107,855.24	4.110%	31,462.01	76,393.23	21,553,626.35		
87	334	February	2025	\$107,855.24	4.110%	31,573.36	76,281.88	21,522,052.99		
88	333	March	2025	\$107,855.24	4.110%	39,056.41	68,798.83	21,482,996.58		
89	332	April	2025	\$107,855.24	4.110%	31,823.33	76,031.91	21,451,173.25		
90	331	May	2025	\$107,855.24	4.110%	34,384.97	73,470.27	21,416,788.28		
91	330	June	2025	\$107,855.24	4.110%	32,057.66	75,797.58	21,384,730.62		
92	329	July	2025	\$107,855.24	4.110%	34,612.54	73,242.70	21,350,118.08		
93	328	August	2025	\$107,855.24	4.110%	32,293.61	75,561.63	21,317,824.47		
94	327	September	2025	\$107,855.24	4.110%	32,407.91	75,447.33	21,285,416.56		
95	326	October	2025	\$107,855.24	4.110%	34,952.69	72,902.55	21,250,463.87		
96	325	November	2025	\$107,855.24	4.110%	32,646.31	75,208.93	21,217,817.56		
97	324	December	2025	\$107,855.24	4.110%	35,184.21	72,671.03	21,182,633.35	\$965,852.60	\$436,265.52
98	323	January	2026	\$107,855.24	4.110%	32,886.37	74,968.87	21,149,746.98		
99	322	February	2026	\$107,855.24	4.110%	33,002.76	74,852.48	21,116,744.22		
100	321	March	2026	\$107,855.24	4.110%	40,352.05	67,503.19	21,076,392.17		
101	320	April	2026	\$107,855.24	4.110%	33,262.38	74,592.86	21,043,129.79		
102	319	May	2026	\$107,855.24	4.110%	35,782.52	72,072.72	21,007,347.27		
103	318	June	2026	\$107,855.24	4.110%	33,506.74	74,348.50	20,973,840.53		
104	317	July	2026	\$107,855.24	4.110%	36,019.84	71,835.40	20,937,820.69		
105	316	August	2026	\$107,855.24	4.110%	33,752.80	74,102.44	20,904,067.89		
106	315	September	2026	\$107,855.24	4.110%	33,872.26	73,982.98	20,870,195.63		
107	314	October	2026	\$107,855.24	4.110%	36,374.82	71,480.42	20,833,820.81		
108	313	November	2026	\$107,855.24	4.110%	34,120.88	73,734.36	20,799,699.93		
109	312	December	2026	\$107,855.24	4.110%	36,616.27	71,238.97	20,763,083.66	\$947,384.22	\$454,733.90
110	311	January	2027	\$107,855.24	4.110%	34,371.23	73,484.01	20,728,712.43		
111	310	February	2027	\$107,855.24	4.110%	34,492.87	73,362.37	20,694,219.56		
112	309	March	2027	\$107,855.24	4.110%	41,702.72	66,152.52	20,652,516.84		
113	308	April	2027	\$107,855.24	4.110%	34,762.54	73,092.70	20,617,754.30		
114	307	May	2027	\$107,855.24	4.110%	37,239.43	70,615.81	20,580,514.87		
115	306	June	2027	\$107,855.24	4.110%	35,017.37	72,837.87	20,545,497.50		
116	305	July	2027	\$107,855.24	4.110%	37,486.91	70,368.33	20,508,010.59		
117	304	August	2027	\$107,855.24	4.110%	35,273.97	72,581.27	20,472,736.62		
118	303	September	2027	\$107,855.24	4.110%	35,398.81	72,456.43	20,437,337.81		
119	302	October	2027	\$107,855.24	4.110%	37,857.36	69,997.88	20,399,480.45		
120	301	November	2027	\$107,855.24	4.110%	35,658.08	72,197.16	20,363,822.37		

Casa Inc Amortization Schedule.xls

121	300	December	2027	\$107,855.24	4.110%	38,109.15	69,746.09	20,325,713.22	\$928,131.41	\$473,986.71
122	299	January	2028	\$107,855.24	4.110%	35,919.15	71,936.09	20,289,794.07		
123	298	February	2028	\$107,855.24	4.110%	36,046.28	71,808.96	20,253,747.79		
124	297	March	2028	\$107,855.24	4.110%	40,798.46	67,056.78	20,212,949.33		
125	296	April	2028	\$107,855.24	4.110%	36,318.24	71,537.00	20,176,631.09		
126	295	May	2028	\$107,855.24	4.110%	38,750.28	69,104.96	20,137,880.81		
127	294	June	2028	\$107,855.24	4.110%	36,583.92	71,271.32	20,101,296.89		
128	293	July	2028	\$107,855.24	4.110%	39,008.30	68,846.94	20,062,288.59		
129	292	August	2028	\$107,855.24	4.110%	36,851.46	71,003.78	20,025,437.13		
130	291	September	2028	\$107,855.24	4.110%	36,981.88	70,873.36	19,988,455.25		
131	290	October	2028	\$107,855.24	4.110%	39,394.78	68,460.46	19,949,060.47		
132	289	November	2028	\$107,855.24	4.110%	37,252.19	70,603.05	19,911,808.28		
133	288	December	2028	\$107,855.24	4.110%	39,657.30	68,197.94	19,872,150.98	\$910,446.73	\$491,671.39
134	287	January	2029	\$107,855.24	4.110%	37,524.39	70,330.85	19,834,626.59		
135	286	February	2029	\$107,855.24	4.110%	37,657.19	70,198.05	19,796,969.40		
136	285	March	2029	\$107,855.24	4.110%	44,570.93	63,284.31	19,752,398.47		
137	284	April	2029	\$107,855.24	4.110%	37,948.21	69,907.03	19,714,450.26		
138	283	May	2029	\$107,855.24	4.110%	40,333.25	67,521.99	19,674,117.01		
139	282	June	2029	\$107,855.24	4.110%	38,225.26	69,629.98	19,635,891.75		
140	281	July	2029	\$107,855.24	4.110%	40,602.31	67,252.93	19,595,289.44		
141	280	August	2029	\$107,855.24	4.110%	38,504.24	69,351.00	19,556,785.20		
142	279	September	2029	\$107,855.24	4.110%	38,640.52	69,214.72	19,518,144.68		
143	278	October	2029	\$107,855.24	4.110%	41,005.59	66,849.65	19,477,139.09		
144	277	November	2029	\$107,855.24	4.110%	38,922.40	68,932.84	19,438,216.69		
145	276	December	2029	\$107,855.24	4.110%	41,279.35	66,575.89	19,396,937.34	\$887,247.18	\$514,870.94
146	275	January	2030	\$107,855.24	4.110%	39,206.25	68,648.99	19,357,731.09		
147	274	February	2030	\$107,855.24	4.110%	39,345.00	68,510.24	19,318,386.09		
148	273	March	2030	\$107,855.24	4.110%	46,100.80	61,754.44	19,272,285.29		
149	272	April	2030	\$107,855.24	4.110%	39,647.41	68,207.83	19,232,637.88		
150	271	May	2030	\$107,855.24	4.110%	41,983.46	65,871.78	19,190,654.42		
151	270	June	2030	\$107,855.24	4.110%	39,936.32	67,918.92	19,150,718.10		
152	269	July	2030	\$107,855.24	4.110%	42,264.03	65,591.21	19,108,454.07		
153	268	August	2030	\$107,855.24	4.110%	40,227.24	67,628.00	19,068,226.83		
154	267	September	2030	\$107,855.24	4.110%	40,369.61	67,485.63	19,027,857.22		
155	266	October	2030	\$107,855.24	4.110%	42,684.83	65,170.41	18,985,172.39		
156	265	November	2030	\$107,855.24	4.110%	40,663.55	67,191.69	18,944,508.84		
157	264	December	2030	\$107,855.24	4.110%	42,970.30	64,884.94	18,901,538.54	\$865,439.97	\$536,678.15
158	263	January	2031	\$107,855.24	4.110%	40,959.54	66,895.70	18,860,579.00		
159	262	February	2031	\$107,855.24	4.110%	41,104.51	66,750.73	18,819,474.49		
160	261	March	2031	\$107,855.24	4.110%	47,695.65	60,159.59	18,771,778.84		
161	260	April	2031	\$107,855.24	4.110%	41,418.79	66,436.45	18,730,360.05		
162	259	May	2031	\$107,855.24	4.110%	43,703.76	64,151.48	18,686,656.29		
163	258	June	2031	\$107,855.24	4.110%	41,720.05	66,135.19	18,644,936.24		
164	257	July	2031	\$107,855.24	4.110%	43,996.33	63,858.91	18,600,939.91		
165	256	August	2031	\$107,855.24	4.110%	42,023.41	65,831.83	18,558,916.50		
166	255	September	2031	\$107,855.24	4.110%	42,172.14	65,683.10	18,516,744.36		
167	254	October	2031	\$107,855.24	4.110%	44,435.39	63,419.85	18,472,308.97		
168	253	November	2031	\$107,855.24	4.110%	42,478.66	65,376.58	18,429,830.31		
169	252	December	2031	\$107,855.24	4.110%	44,733.07	63,122.17	18,385,097.24	\$842,706.52	\$559,411.60
170	251	January	2032	\$107,855.24	4.110%	42,787.32	65,067.92	18,342,309.92		
171	250	February	2032	\$107,855.24	4.110%	42,938.75	64,916.49	18,299,371.17		
172	249	March	2032	\$107,855.24	4.110%	47,269.07	60,586.17	18,252,102.10		
173	248	April	2032	\$107,855.24	4.110%	43,258.01	64,597.23	18,208,844.09		
174	247	May	2032	\$107,855.24	4.110%	45,489.95	62,365.29	18,163,354.14		
175	246	June	2032	\$107,855.24	4.110%	43,572.10	64,283.14	18,119,782.04		
176	245	July	2032	\$107,855.24	4.110%	45,794.99	62,060.25	18,073,987.05		
177	244	August	2032	\$107,855.24	4.110%	43,888.39	63,966.85	18,030,098.66		
178	243	September	2032	\$107,855.24	4.110%	44,043.72	63,811.52	17,986,054.94		
179	242	October	2032	\$107,855.24	4.110%	46,253.00	61,602.24	17,939,801.94		
180	241	November	2032	\$107,855.24	4.110%	44,363.29	63,491.95	17,895,438.65		
181	240	December	2032	\$107,855.24	4.110%	46,563.36	61,291.88	17,848,875.29	\$821,163.10	\$580,955.02
182	239	January	2033	\$107,855.24	4.110%	44,685.10	63,170.14	17,804,190.19		
183	238	February	2033	\$107,855.24	4.110%	44,843.24	63,012.00	17,759,346.95		
184	237	March	2033	\$107,855.24	4.110%	51,084.53	56,770.71	17,708,262.42		
185	236	April	2033	\$107,855.24	4.110%	45,182.75	62,672.49	17,663,079.67		
186	235	May	2033	\$107,855.24	4.110%	47,359.19	60,496.05	17,615,720.48		
187	234	June	2033	\$107,855.24	4.110%	45,510.27	62,344.97	17,570,210.21		
188	233	July	2033	\$107,855.24	4.110%	47,677.27	60,177.97	17,522,532.94		

Casa Inc Amortization Schedule.xls

189	232	August	2033	\$107,855.24	4.110%	45,840.08	62,015.16	17,476,692.86		
190	231	September	2033	\$107,855.24	4.110%	46,002.31	61,852.93	17,430,690.55		
191	230	October	2033	\$107,855.24	4.110%	48,155.12	59,700.12	17,382,535.43		
192	229	November	2033	\$17,444,055.12	4.110%	17,382,535.43	61,519.69	0.00		

NUESTRO HOGAR MORTGAGE LOAN TERM SHEET

Term Sheet

Information provided by Nuestro Hogar Lender for Official Statement

Represents an excerpt of the term sheet schedules to Prospectus Supplement for MBS Certificate, edited for purposes of the Official Statement

<i>Pool Statistics</i>	
Issuance Principal Balance	\$5,700,000
Security Maturity Date	November 1, 2033
Term to Maturity (months)	192
Security Funds Transfer Type	Wire
Security Type	MBS
Seller Name	Wells Fargo Bank, National Association
Servicer Name	Wells Fargo Bank, National Association
<i>Loan Information</i>	
Pool Issue Date	11/01/2017
Loan Maturity Date	11/01/2033
Lien Priority	1 st
Balloon Y/N	Yes
Pass-Through Rate to Investor	3.15%
Servicing Fee	0.32%
Guarantee Fee	0.64%
Mortgage Rate	4.11%
Original Principal Balance	\$5,700,000
Issuance Principal Balance	\$5,700,000
Prepayment Lockout Term (months)	N/A
Prepayment Premium End Date	10/31/2032
Yield Maintenance Period, Years 1-10	10/17/2017 – 10/31/2027
Fee Maintenance Period, Years 11-15 (1.00%)	11/1/2027 – 10/31/2032
First Payment Date (Interest Only)	N/A
First Payment Date (P/I)	12/01/2017
Original Amortization Term (Months)	420
Interest Type	Fixed
Interest Accrual Method	Act/360
Interest Only End Date	N/A
Interest Only Term (Months)	N/A
Note Date	10/17/2017
Loan Purpose	Acquisition Moderate Rehabilitation
Estimated Actual DSCR	1.17x
Estimated Actual DSCR Interest Only	N/A
UW LTV	88.51%
Minimum DSCR	1.15x [†]
Maximum LTV	90%
UW Value	\$6,440,000
UW NCF	Approximately \$77,158
Physical Occupancy (Underwritten)	95%
Good Faith Deposit	2%
Pricing Tier	2
Tier Drop Eligible	No
MBS Disclosure	Yes, see comments below [†]
Modified Loss Share	No

[†] Property valuation – Wells Fargo Bank, National Association is utilizing the As-Renovated Value for its UW Value and MBS as Bond Collateral.

Nuestro Hogar GS Fee Amortization Schedule.xls

Loan Name		Nuestro Hogar								
Loan Number		820113655								
Original Loan Amount		\$5,700,000								
Interest Basis Code		Actual/360								
Interest Rate		4.110%								
First Payment Month		December								
First Payment Year		2017								
Pmt. #	# of months Remaining	Month	Year	Total	Interest Rate	Principal	Interest	Balance	YTD Interest	YTD Principal
1	420	December	2017	\$25,615.62	4.110%	6,093.12	19,522.50	5,693,906.88	\$19,522.50	\$6,093.12
2	419	January	2018	\$25,615.62	4.110%	5,463.93	20,151.69	5,688,442.95		
3	418	February	2018	\$25,615.62	4.110%	5,483.27	20,132.35	5,682,959.68		
4	417	March	2018	\$25,615.62	4.110%	7,449.09	18,166.53	5,675,510.59		
5	416	April	2018	\$25,615.62	4.110%	5,529.04	20,086.58	5,669,981.55		
6	415	May	2018	\$25,615.62	4.110%	6,195.93	19,419.69	5,663,785.62		
7	414	June	2018	\$25,615.62	4.110%	5,570.54	20,045.08	5,658,215.08		
8	413	July	2018	\$25,615.62	4.110%	6,236.23	19,379.39	5,651,978.85		
9	412	August	2018	\$25,615.62	4.110%	5,612.32	20,003.30	5,646,366.53		
10	411	September	2018	\$25,615.62	4.110%	5,632.19	19,983.43	5,640,734.34		
11	410	October	2018	\$25,615.62	4.110%	6,296.10	19,319.52	5,634,438.24		
12	409	November	2018	\$25,615.62	4.110%	5,674.40	19,941.22	5,628,763.84		
13	408	December	2018	\$25,615.62	4.110%	6,337.10	19,278.52	5,622,426.74	\$255,429.80	\$77,573.26
14	407	January	2019	\$25,615.62	4.110%	5,716.91	19,898.71	5,616,709.83		
15	406	February	2019	\$25,615.62	4.110%	5,737.15	19,878.47	5,610,972.68		
16	405	March	2019	\$25,615.62	4.110%	7,679.21	17,936.41	5,603,293.47		
17	404	April	2019	\$25,615.62	4.110%	5,784.63	19,830.99	5,597,508.84		
18	403	May	2019	\$25,615.62	4.110%	6,444.15	19,171.47	5,591,064.69		
19	402	June	2019	\$25,615.62	4.110%	5,827.91	19,787.71	5,585,236.78		
20	401	July	2019	\$25,615.62	4.110%	6,486.18	19,129.44	5,578,750.60		
21	400	August	2019	\$25,615.62	4.110%	5,871.49	19,744.13	5,572,879.11		
22	399	September	2019	\$25,615.62	4.110%	5,892.27	19,723.35	5,566,986.84		
23	398	October	2019	\$25,615.62	4.110%	6,548.69	19,066.93	5,560,438.15		
24	397	November	2019	\$25,615.62	4.110%	5,936.30	19,679.32	5,554,501.85		
25	396	December	2019	\$25,615.62	4.110%	6,591.45	19,024.17	5,547,910.40	\$252,149.62	\$80,853.44
26	395	January	2020	\$25,615.62	4.110%	5,980.64	19,634.98	5,541,929.76		
27	394	February	2020	\$25,615.62	4.110%	6,001.81	19,613.81	5,535,927.95		
28	393	March	2020	\$25,615.62	4.110%	7,287.09	18,328.53	5,528,640.86		
29	392	April	2020	\$25,615.62	4.110%	6,048.84	19,566.78	5,522,592.02		
30	391	May	2020	\$25,615.62	4.110%	6,700.74	18,914.88	5,515,891.28		
31	390	June	2020	\$25,615.62	4.110%	6,093.96	19,521.66	5,509,797.32		
32	389	July	2020	\$25,615.62	4.110%	6,744.56	18,871.06	5,503,052.76		
33	388	August	2020	\$25,615.62	4.110%	6,139.40	19,476.22	5,496,913.36		
34	387	September	2020	\$25,615.62	4.110%	6,161.13	19,454.49	5,490,752.23		
35	386	October	2020	\$25,615.62	4.110%	6,809.79	18,805.83	5,483,942.44		
36	385	November	2020	\$25,615.62	4.110%	6,207.03	19,408.59	5,477,735.41		
37	384	December	2020	\$25,615.62	4.110%	6,854.38	18,761.24	5,470,881.03	\$249,382.24	\$83,620.82
38	383	January	2021	\$25,615.62	4.110%	6,253.26	19,362.36	5,464,627.77		
39	382	February	2021	\$25,615.62	4.110%	6,275.39	19,340.23	5,458,352.38		
40	381	March	2021	\$25,615.62	4.110%	8,167.09	17,448.53	5,450,185.29		
41	380	April	2021	\$25,615.62	4.110%	6,326.51	19,289.11	5,443,858.78		
42	379	May	2021	\$25,615.62	4.110%	6,970.40	18,645.22	5,436,888.38		
43	378	June	2021	\$25,615.62	4.110%	6,373.57	19,242.05	5,430,514.81		
44	377	July	2021	\$25,615.62	4.110%	7,016.11	18,599.51	5,423,498.70		
45	376	August	2021	\$25,615.62	4.110%	6,420.95	19,194.67	5,417,077.75		
46	375	September	2021	\$25,615.62	4.110%	6,443.68	19,171.94	5,410,634.07		
47	374	October	2021	\$25,615.62	4.110%	7,084.20	18,531.42	5,403,549.87		
48	373	November	2021	\$25,615.62	4.110%	6,491.56	19,124.06	5,397,058.31		
49	372	December	2021	\$25,615.62	4.110%	7,130.70	18,484.92	5,389,927.61	\$245,195.26	\$87,807.80
50	371	January	2022	\$25,615.62	4.110%	6,539.77	19,075.85	5,383,387.84		

Nuestro Hogar GS Fee Amortization Schedule.xls

51	370	February	2022	\$25,615.62	4.110%	6,562.91	19,052.71	5,376,824.93		
52	369	March	2022	\$25,615.62	4.110%	8,427.70	17,187.92	5,368,397.23		
53	368	April	2022	\$25,615.62	4.110%	6,615.97	18,999.65	5,361,781.26		
54	367	May	2022	\$25,615.62	4.110%	7,251.52	18,364.10	5,354,529.74		
55	366	June	2022	\$25,615.62	4.110%	6,665.05	18,950.57	5,347,864.69		
56	365	July	2022	\$25,615.62	4.110%	7,299.18	18,316.44	5,340,565.51		
57	364	August	2022	\$25,615.62	4.110%	6,714.47	18,901.15	5,333,851.04		
58	363	September	2022	\$25,615.62	4.110%	6,738.23	18,877.39	5,327,112.81		
59	362	October	2022	\$25,615.62	4.110%	7,370.26	18,245.36	5,319,742.55		
60	361	November	2022	\$25,615.62	4.110%	6,788.16	18,827.46	5,312,954.39		
61	360	December	2022	\$25,615.62	4.110%	7,418.75	18,196.87	5,305,535.64	\$241,480.39	\$91,522.67
62	359	January	2023	\$25,615.62	4.110%	6,838.45	18,777.17	5,298,697.19		
63	358	February	2023	\$25,615.62	4.110%	6,862.65	18,752.97	5,291,834.54		
64	357	March	2023	\$25,615.62	4.110%	8,699.39	16,916.23	5,283,135.15		
65	356	April	2023	\$25,615.62	4.110%	6,917.72	18,697.90	5,276,217.43		
66	355	May	2023	\$25,615.62	4.110%	7,544.58	18,071.04	5,268,672.85		
67	354	June	2023	\$25,615.62	4.110%	6,968.91	18,646.71	5,261,703.94		
68	353	July	2023	\$25,615.62	4.110%	7,594.28	18,021.34	5,254,109.66		
69	352	August	2023	\$25,615.62	4.110%	7,020.45	18,595.17	5,247,089.21		
70	351	September	2023	\$25,615.62	4.110%	7,045.30	18,570.32	5,240,043.91		
71	350	October	2023	\$25,615.62	4.110%	7,668.47	17,947.15	5,232,375.44		
72	349	November	2023	\$25,615.62	4.110%	7,097.37	18,518.25	5,225,278.07		
73	348	December	2023	\$25,615.62	4.110%	7,719.04	17,896.58	5,217,559.03	\$237,607.70	\$95,395.36
74	347	January	2024	\$25,615.62	4.110%	7,149.81	18,465.81	5,210,409.22		
75	346	February	2024	\$25,615.62	4.110%	7,175.11	18,440.51	5,203,234.11		
76	345	March	2024	\$25,615.62	4.110%	8,388.58	17,227.04	5,194,845.53		
77	344	April	2024	\$25,615.62	4.110%	7,230.20	18,385.42	5,187,615.33		
78	343	May	2024	\$25,615.62	4.110%	7,848.04	17,767.58	5,179,767.29		
79	342	June	2024	\$25,615.62	4.110%	7,283.56	18,332.06	5,172,483.73		
80	341	July	2024	\$25,615.62	4.110%	7,899.86	17,715.76	5,164,583.87		
81	340	August	2024	\$25,615.62	4.110%	7,337.30	18,278.32	5,157,246.57		
82	339	September	2024	\$25,615.62	4.110%	7,363.26	18,252.36	5,149,883.31		
83	338	October	2024	\$25,615.62	4.110%	7,977.27	17,638.35	5,141,906.04		
84	337	November	2024	\$25,615.62	4.110%	7,417.56	18,198.06	5,134,488.48		
85	336	December	2024	\$25,615.62	4.110%	8,030.00	17,585.62	5,126,458.48	\$234,183.47	\$98,819.59
86	335	January	2025	\$25,615.62	4.110%	7,472.23	18,143.39	5,118,986.25		
87	334	February	2025	\$25,615.62	4.110%	7,498.67	18,116.95	5,111,487.58		
88	333	March	2025	\$25,615.62	4.110%	9,275.90	16,339.72	5,102,211.68		
89	332	April	2025	\$25,615.62	4.110%	7,558.04	18,057.58	5,094,653.64		
90	331	May	2025	\$25,615.62	4.110%	8,166.43	17,449.19	5,086,487.21		
91	330	June	2025	\$25,615.62	4.110%	7,613.69	18,001.93	5,078,873.52		
92	329	July	2025	\$25,615.62	4.110%	8,220.48	17,395.14	5,070,653.04		
93	328	August	2025	\$25,615.62	4.110%	7,669.73	17,945.89	5,062,983.31		
94	327	September	2025	\$25,615.62	4.110%	7,696.88	17,918.74	5,055,286.43		
95	326	October	2025	\$25,615.62	4.110%	8,301.26	17,314.36	5,046,985.17		
96	325	November	2025	\$25,615.62	4.110%	7,753.50	17,862.12	5,039,231.67		
97	324	December	2025	\$25,615.62	4.110%	8,356.25	17,259.37	5,030,875.42	\$229,390.00	\$103,613.06
98	323	January	2026	\$25,615.62	4.110%	7,810.51	17,805.11	5,023,064.91		
99	322	February	2026	\$25,615.62	4.110%	7,838.16	17,777.46	5,015,226.75		
100	321	March	2026	\$25,615.62	4.110%	9,583.61	16,032.01	5,005,643.14		
101	320	April	2026	\$25,615.62	4.110%	7,899.81	17,715.81	4,997,743.33		
102	319	May	2026	\$25,615.62	4.110%	8,498.35	17,117.27	4,989,244.98		
103	318	June	2026	\$25,615.62	4.110%	7,957.85	17,657.77	4,981,287.13		
104	317	July	2026	\$25,615.62	4.110%	8,554.71	17,060.91	4,972,732.42		
105	316	August	2026	\$25,615.62	4.110%	8,016.29	17,599.33	4,964,716.13		
106	315	September	2026	\$25,615.62	4.110%	8,044.66	17,570.96	4,956,671.47		
107	314	October	2026	\$25,615.62	4.110%	8,639.02	16,976.60	4,948,032.45		
108	313	November	2026	\$25,615.62	4.110%	8,103.71	17,511.91	4,939,928.74		
109	312	December	2026	\$25,615.62	4.110%	8,696.36	16,919.26	4,931,232.38	\$225,003.77	\$107,999.29
110	311	January	2027	\$25,615.62	4.110%	8,163.17	17,452.45	4,923,069.21		
111	310	February	2027	\$25,615.62	4.110%	8,192.06	17,423.56	4,914,877.15		
112	309	March	2027	\$25,615.62	4.110%	9,904.40	15,711.22	4,904,972.75		
113	308	April	2027	\$25,615.62	4.110%	8,256.10	17,359.52	4,896,716.65		
114	307	May	2027	\$25,615.62	4.110%	8,844.37	16,771.25	4,887,872.28		
115	306	June	2027	\$25,615.62	4.110%	8,316.63	17,298.99	4,879,555.65		
116	305	July	2027	\$25,615.62	4.110%	8,903.14	16,712.48	4,870,652.51		

Nuestro Hogar GS Fee Amortization Schedule.xls

117	304	August	2027	\$25,615.62	4.110%	8,377.57	17,238.05	4,862,274.94		
118	303	September	2027	\$25,615.62	4.110%	8,407.22	17,208.40	4,853,867.72		
119	302	October	2027	\$25,615.62	4.110%	8,991.12	16,624.50	4,844,876.60		
120	301	November	2027	\$25,615.62	4.110%	8,468.79	17,146.83	4,836,407.81		
121	300	December	2027	\$25,615.62	4.110%	9,050.92	16,564.70	4,827,356.89	\$220,431.21	\$112,571.85
122	299	January	2028	\$25,615.62	4.110%	8,530.80	17,084.82	4,818,826.09		
123	298	February	2028	\$25,615.62	4.110%	8,560.99	17,054.63	4,810,265.10		
124	297	March	2028	\$25,615.62	4.110%	9,689.63	15,925.99	4,800,575.47		
125	296	April	2028	\$25,615.62	4.110%	8,625.58	16,990.04	4,791,949.89		
126	295	May	2028	\$25,615.62	4.110%	9,203.19	16,412.43	4,782,746.70		
127	294	June	2028	\$25,615.62	4.110%	8,688.68	16,926.94	4,774,058.02		
128	293	July	2028	\$25,615.62	4.110%	9,264.47	16,351.15	4,764,793.55		
129	292	August	2028	\$25,615.62	4.110%	8,752.22	16,863.40	4,756,041.33		
130	291	September	2028	\$25,615.62	4.110%	8,783.20	16,832.42	4,747,258.13		
131	290	October	2028	\$25,615.62	4.110%	9,356.26	16,259.36	4,737,901.87		
132	289	November	2028	\$25,615.62	4.110%	8,847.40	16,768.22	4,729,054.47		
133	288	December	2028	\$25,615.62	4.110%	9,418.61	16,197.01	4,719,635.86	\$216,231.11	\$116,771.95
134	287	January	2029	\$25,615.62	4.110%	8,912.04	16,703.58	4,710,723.82		
135	286	February	2029	\$25,615.62	4.110%	8,943.58	16,672.04	4,701,780.24		
136	285	March	2029	\$25,615.62	4.110%	10,585.60	15,030.02	4,691,194.64		
137	284	April	2029	\$25,615.62	4.110%	9,012.70	16,602.92	4,682,181.94		
138	283	May	2029	\$25,615.62	4.110%	9,579.15	16,036.47	4,672,602.79		
139	282	June	2029	\$25,615.62	4.110%	9,078.50	16,537.12	4,663,524.29		
140	281	July	2029	\$25,615.62	4.110%	9,643.05	15,972.57	4,653,881.24		
141	280	August	2029	\$25,615.62	4.110%	9,144.76	16,470.86	4,644,736.48		
142	279	September	2029	\$25,615.62	4.110%	9,177.12	16,438.50	4,635,559.36		
143	278	October	2029	\$25,615.62	4.110%	9,738.83	15,876.79	4,625,820.53		
144	277	November	2029	\$25,615.62	4.110%	9,244.07	16,371.55	4,616,576.46		
145	276	December	2029	\$25,615.62	4.110%	9,803.85	15,811.77	4,606,772.61	\$210,721.20	\$122,281.86
146	275	January	2030	\$25,615.62	4.110%	9,311.48	16,304.14	4,597,461.13		
147	274	February	2030	\$25,615.62	4.110%	9,344.44	16,271.18	4,588,116.69		
148	273	March	2030	\$25,615.62	4.110%	10,948.94	14,666.68	4,577,167.75		
149	272	April	2030	\$25,615.62	4.110%	9,416.26	16,199.36	4,567,751.49		
150	271	May	2030	\$25,615.62	4.110%	9,971.07	15,644.55	4,557,780.42		
151	270	June	2030	\$25,615.62	4.110%	9,484.88	16,130.74	4,548,295.54		
152	269	July	2030	\$25,615.62	4.110%	10,037.71	15,577.91	4,538,257.83		
153	268	August	2030	\$25,615.62	4.110%	9,553.97	16,061.65	4,528,703.86		
154	267	September	2030	\$25,615.62	4.110%	9,587.78	16,027.84	4,519,116.08		
155	266	October	2030	\$25,615.62	4.110%	10,137.65	15,477.97	4,508,978.43		
156	265	November	2030	\$25,615.62	4.110%	9,657.59	15,958.03	4,499,320.84		
157	264	December	2030	\$25,615.62	4.110%	10,205.45	15,410.17	4,489,115.39	\$205,541.99	\$127,461.07
158	263	January	2031	\$25,615.62	4.110%	9,727.89	15,887.73	4,479,387.50		
159	262	February	2031	\$25,615.62	4.110%	9,762.32	15,853.30	4,469,625.18		
160	261	March	2031	\$25,615.62	4.110%	11,327.72	14,287.90	4,458,297.46		
161	260	April	2031	\$25,615.62	4.110%	9,836.96	15,778.66	4,448,460.50		
162	259	May	2031	\$25,615.62	4.110%	10,379.64	15,235.98	4,438,080.86		
163	258	June	2031	\$25,615.62	4.110%	9,908.51	15,707.11	4,428,172.35		
164	257	July	2031	\$25,615.62	4.110%	10,449.13	15,166.49	4,417,723.22		
165	256	August	2031	\$25,615.62	4.110%	9,980.56	15,635.06	4,407,742.66		
166	255	September	2031	\$25,615.62	4.110%	10,015.88	15,599.74	4,397,726.78		
167	254	October	2031	\$25,615.62	4.110%	10,553.41	15,062.21	4,387,173.37		
168	253	November	2031	\$25,615.62	4.110%	10,088.68	15,526.94	4,377,084.69		
169	252	December	2031	\$25,615.62	4.110%	10,624.10	14,991.52	4,366,460.59	\$200,142.81	\$132,860.25
170	251	January	2032	\$25,615.62	4.110%	10,161.99	15,453.63	4,356,298.60		
171	250	February	2032	\$25,615.62	4.110%	10,197.95	15,417.67	4,346,100.65		
172	249	March	2032	\$25,615.62	4.110%	11,226.41	14,389.21	4,334,874.24		
173	248	April	2032	\$25,615.62	4.110%	10,273.78	15,341.84	4,324,600.46		
174	247	May	2032	\$25,615.62	4.110%	10,803.86	14,811.76	4,313,796.60		
175	246	June	2032	\$25,615.62	4.110%	10,348.37	15,267.25	4,303,448.23		
176	245	July	2032	\$25,615.62	4.110%	10,876.31	14,739.31	4,292,571.92		
177	244	August	2032	\$25,615.62	4.110%	10,423.49	15,192.13	4,282,148.43		
178	243	September	2032	\$25,615.62	4.110%	10,460.38	15,155.24	4,271,688.05		
179	242	October	2032	\$25,615.62	4.110%	10,985.09	14,630.53	4,260,702.96		
180	241	November	2032	\$25,615.62	4.110%	10,536.28	15,079.34	4,250,166.68		
181	240	December	2032	\$25,615.62	4.110%	11,058.80	14,556.82	4,239,107.88	\$195,026.25	\$137,976.81
182	239	January	2033	\$25,615.62	4.110%	10,612.71	15,002.91	4,228,495.17		

Nuestro Hogar GS Fee Amortization Schedule.xls

183	238	February	2033	\$25,615.62	4.110%	10,650.27	14,965.35	4,217,844.90		
184	237	March	2033	\$25,615.62	4.110%	12,132.58	13,483.04	4,205,712.32		
185	236	April	2033	\$25,615.62	4.110%	10,730.90	14,884.72	4,194,981.42		
186	235	May	2033	\$25,615.62	4.110%	11,247.81	14,367.81	4,183,733.61		
187	234	June	2033	\$25,615.62	4.110%	10,808.69	14,806.93	4,172,924.92		
188	233	July	2033	\$25,615.62	4.110%	11,323.35	14,292.27	4,161,601.57		
189	232	August	2033	\$25,615.62	4.110%	10,887.02	14,728.60	4,150,714.55		
190	231	September	2033	\$25,615.62	4.110%	10,925.55	14,690.07	4,139,789.00		
191	230	October	2033	\$25,615.62	4.110%	11,436.84	14,178.78	4,128,352.16		
192	229	November	2033	\$4,142,963.09	4.110%	4,128,352.16	14,610.93	0.00		

CASA BRENDAN MORTGAGE LOAN TERM SHEET

Term Sheet

Information provided by Casa Brendan Lender for Official Statement

Represents an excerpt of the term sheet schedules to Prospectus Supplement for MBS Certificate, edited for purposes of the Official Statement

<i>Pool Statistics</i>	
Issuance Principal Balance	\$5,000,000
Security Maturity Date	November 1, 2033
Term to Maturity (months)	192
Security Funds Transfer Type	Wire
Security Type	MBS
Seller Name	Wells Fargo Bank, National Association
Servicer Name	Wells Fargo Bank, National Association
<i>Loan Information</i>	
Pool Issue Date	11/01/2017
Loan Maturity Date	11/01/2033
Lien Priority	1 st
Balloon Y/N	Yes
Pass-Through Rate to Investor	3.15%
Servicing Fee	0.32%
Guarantee Fee	0.64%
Mortgage Rate	4.11%
Original Principal Balance	\$5,000,000
Issuance Principal Balance	\$5,000,000
Prepayment Lockout Term (months)	N/A
Prepayment Premium End Date	10/31/2032
Yield Maintenance Period, Years 1-10	10/17/2017 – 10/31/2027
Fee Maintenance Period, Years 11-15 (1.00%)	11/1/2027 – 10/31/2032
First Payment Date (Interest Only)	N/A
First Payment Date (P/I)	12/01/2017
Original Amortization Term (Months)	420
Interest Type	Fixed
Interest Accrual Method	Act/360
Interest Only End Date	N/A
Interest Only Term (Months)	N/A
Note Date	10/17/2017
Loan Purpose	Acquisition Moderate Rehabilitation
Estimated Actual DSCR	1.25x
Estimated Actual DSCR Interest Only	N/A
UW LTV	82.24%
Minimum DSCR	1.15x [†]
Maximum LTV	90%
UW Value	\$6,080,000
UW NCF	\$66,218
Physical Occupancy (Underwritten)	95%
Good Faith Deposit	2%
Pricing Tier	2
Tier Drop Eligible	No
MBS Disclosure	Yes, see comments below [†]
Modified Loss Share	No

[†] Property valuation – Wells Fargo Bank, National Association is utilizing the As-Renovated Value for its UW Value and MBS as Bond Collateral.

Casa Brendan Amortization Schedule.xls

53	368	April	2022	\$22,469.84	4.110%	5,803.48	16,666.36	4,703,316.95		
54	367	May	2022	\$22,469.84	4.110%	6,360.98	16,108.86	4,696,955.97		
55	366	June	2022	\$22,469.84	4.110%	5,846.53	16,623.31	4,691,109.44		
56	365	July	2022	\$22,469.84	4.110%	6,402.79	16,067.05	4,684,706.65		
57	364	August	2022	\$22,469.84	4.110%	5,889.88	16,579.96	4,678,816.77		
58	363	September	2022	\$22,469.84	4.110%	5,910.73	16,559.11	4,672,906.04		
59	362	October	2022	\$22,469.84	4.110%	6,465.14	16,004.70	4,666,440.90		
60	361	November	2022	\$22,469.84	4.110%	5,954.53	16,515.31	4,660,486.37		
61	360	December	2022	\$22,469.84	4.110%	6,507.67	15,962.17	4,653,978.70	\$211,824.90	\$80,283.02
62	359	January	2023	\$22,469.84	4.110%	5,998.63	16,471.21	4,647,980.07		
63	358	February	2023	\$22,469.84	4.110%	6,019.86	16,449.98	4,641,960.21		
64	357	March	2023	\$22,469.84	4.110%	7,631.04	14,838.80	4,634,329.17		
65	356	April	2023	\$22,469.84	4.110%	6,068.18	16,401.66	4,628,260.99		
66	355	May	2023	\$22,469.84	4.110%	6,618.05	15,851.79	4,621,642.94		
67	354	June	2023	\$22,469.84	4.110%	6,113.08	16,356.76	4,615,529.86		
68	353	July	2023	\$22,469.84	4.110%	6,661.65	15,808.19	4,608,868.21		
69	352	August	2023	\$22,469.84	4.110%	6,158.29	16,311.55	4,602,709.92		
70	351	September	2023	\$22,469.84	4.110%	6,180.08	16,289.76	4,596,529.84		
71	350	October	2023	\$22,469.84	4.110%	6,726.73	15,743.11	4,589,803.11		
72	349	November	2023	\$22,469.84	4.110%	6,225.76	16,244.08	4,583,577.35		
73	348	December	2023	\$22,469.84	4.110%	6,771.09	15,698.75	4,576,806.26	\$208,427.81	\$83,680.11
74	347	January	2024	\$22,469.84	4.110%	6,271.76	16,198.08	4,570,534.50		
75	346	February	2024	\$22,469.84	4.110%	6,293.96	16,175.88	4,564,240.54		
76	345	March	2024	\$22,469.84	4.110%	7,358.40	15,111.44	4,556,882.14		
77	344	April	2024	\$22,469.84	4.110%	6,342.27	16,127.57	4,550,539.87		
78	343	May	2024	\$22,469.84	4.110%	6,884.24	15,585.60	4,543,655.63		
79	342	June	2024	\$22,469.84	4.110%	6,389.09	16,080.75	4,537,266.54		
80	341	July	2024	\$22,469.84	4.110%	6,929.70	15,540.14	4,530,336.84		
81	340	August	2024	\$22,469.84	4.110%	6,436.22	16,033.62	4,523,900.62		
82	339	September	2024	\$22,469.84	4.110%	6,459.00	16,010.84	4,517,441.62		
83	338	October	2024	\$22,469.84	4.110%	6,997.60	15,472.24	4,510,444.02		
84	337	November	2024	\$22,469.84	4.110%	6,506.63	15,963.21	4,503,937.39		
85	336	December	2024	\$22,469.84	4.110%	7,043.85	15,425.99	4,496,893.54	\$205,424.11	\$86,683.81
86	335	January	2025	\$22,469.84	4.110%	6,554.58	15,915.26	4,490,338.96		
87	334	February	2025	\$22,469.84	4.110%	6,577.78	15,892.06	4,483,761.18		
88	333	March	2025	\$22,469.84	4.110%	8,136.75	14,333.09	4,475,624.43		
89	332	April	2025	\$22,469.84	4.110%	6,629.86	15,839.98	4,468,994.57		
90	331	May	2025	\$22,469.84	4.110%	7,163.53	15,306.31	4,461,831.04		
91	330	June	2025	\$22,469.84	4.110%	6,678.68	15,791.16	4,455,152.36		
92	329	July	2025	\$22,469.84	4.110%	7,210.94	15,258.90	4,447,941.42		
93	328	August	2025	\$22,469.84	4.110%	6,727.83	15,742.01	4,441,213.59		
94	327	September	2025	\$22,469.84	4.110%	6,751.64	15,718.20	4,434,461.95		
95	326	October	2025	\$22,469.84	4.110%	7,281.81	15,188.03	4,427,180.14		
96	325	November	2025	\$22,469.84	4.110%	6,801.31	15,668.53	4,420,378.83		
97	324	December	2025	\$22,469.84	4.110%	7,330.04	15,139.80	4,413,048.79	\$201,219.32	\$90,888.60
98	323	January	2026	\$22,469.84	4.110%	6,851.32	15,618.52	4,406,197.47		
99	322	February	2026	\$22,469.84	4.110%	6,875.57	15,594.27	4,399,321.90		
100	321	March	2026	\$22,469.84	4.110%	8,406.67	14,063.17	4,390,915.23		
101	320	April	2026	\$22,469.84	4.110%	6,929.66	15,540.18	4,383,985.57		
102	319	May	2026	\$22,469.84	4.110%	7,454.69	15,015.15	4,376,530.88		
103	318	June	2026	\$22,469.84	4.110%	6,980.57	15,489.27	4,369,550.31		
104	317	July	2026	\$22,469.84	4.110%	7,504.13	14,965.71	4,362,046.18		
105	316	August	2026	\$22,469.84	4.110%	7,031.83	15,438.01	4,355,014.35		
106	315	September	2026	\$22,469.84	4.110%	7,056.72	15,413.12	4,347,957.63		
107	314	October	2026	\$22,469.84	4.110%	7,578.09	14,891.75	4,340,379.54		
108	313	November	2026	\$22,469.84	4.110%	7,108.51	15,361.33	4,333,271.03		
109	312	December	2026	\$22,469.84	4.110%	7,628.39	14,841.45	4,325,642.64	\$197,371.73	\$94,736.19
110	311	January	2027	\$22,469.84	4.110%	7,160.67	15,309.17	4,318,481.97		
111	310	February	2027	\$22,469.84	4.110%	7,186.01	15,283.83	4,311,295.96		
112	309	March	2027	\$22,469.84	4.110%	8,688.06	13,781.78	4,302,607.90		
113	308	April	2027	\$22,469.84	4.110%	7,242.19	15,227.65	4,295,365.71		
114	307	May	2027	\$22,469.84	4.110%	7,758.21	14,711.63	4,287,607.50		
115	306	June	2027	\$22,469.84	4.110%	7,295.28	15,174.56	4,280,312.22		
116	305	July	2027	\$22,469.84	4.110%	7,809.77	14,660.07	4,272,502.45		
117	304	August	2027	\$22,469.84	4.110%	7,348.74	15,121.10	4,265,153.71		
118	303	September	2027	\$22,469.84	4.110%	7,374.75	15,095.09	4,257,778.96		
119	302	October	2027	\$22,469.84	4.110%	7,886.95	14,582.89	4,249,892.01		
120	301	November	2027	\$22,469.84	4.110%	7,428.76	15,041.08	4,242,463.25		

Casa Brendan Amortization Schedule.xls

121	300	December	2027	\$22,469.84	4.110%	7,939.40	14,530.44	4,234,523.85	\$193,360.74	\$98,747.18
122	299	January	2028	\$22,469.84	4.110%	7,483.15	14,986.69	4,227,040.70		
123	298	February	2028	\$22,469.84	4.110%	7,509.64	14,960.20	4,219,531.06		
124	297	March	2028	\$22,469.84	4.110%	8,499.68	13,970.16	4,211,031.38		
125	296	April	2028	\$22,469.84	4.110%	7,566.30	14,903.54	4,203,465.08		
126	295	May	2028	\$22,469.84	4.110%	8,072.97	14,396.87	4,195,392.11		
127	294	June	2028	\$22,469.84	4.110%	7,621.65	14,848.19	4,187,770.46		
128	293	July	2028	\$22,469.84	4.110%	8,126.73	14,343.11	4,179,643.73		
129	292	August	2028	\$22,469.84	4.110%	7,677.38	14,792.46	4,171,966.35		
130	291	September	2028	\$22,469.84	4.110%	7,704.56	14,765.28	4,164,261.79		
131	290	October	2028	\$22,469.84	4.110%	8,207.24	14,262.60	4,156,054.55		
132	289	November	2028	\$22,469.84	4.110%	7,760.87	14,708.97	4,148,293.68		
133	288	December	2028	\$22,469.84	4.110%	8,261.93	14,207.91	4,140,031.75	\$189,676.42	\$102,431.50
134	287	January	2029	\$22,469.84	4.110%	7,817.58	14,652.26	4,132,214.17		
135	286	February	2029	\$22,469.84	4.110%	7,845.25	14,624.59	4,124,368.92		
136	285	March	2029	\$22,469.84	4.110%	9,285.61	13,184.23	4,115,083.31		
137	284	April	2029	\$22,469.84	4.110%	7,905.87	14,563.97	4,107,177.44		
138	283	May	2029	\$22,469.84	4.110%	8,402.76	14,067.08	4,098,774.68		
139	282	June	2029	\$22,469.84	4.110%	7,963.59	14,506.25	4,090,811.09		
140	281	July	2029	\$22,469.84	4.110%	8,458.81	14,011.03	4,082,352.28		
141	280	August	2029	\$22,469.84	4.110%	8,021.71	14,448.13	4,074,330.57		
142	279	September	2029	\$22,469.84	4.110%	8,050.11	14,419.73	4,066,280.46		
143	278	October	2029	\$22,469.84	4.110%	8,542.83	13,927.01	4,057,737.63		
144	277	November	2029	\$22,469.84	4.110%	8,108.83	14,361.01	4,049,628.80		
145	276	December	2029	\$22,469.84	4.110%	8,599.86	13,869.98	4,041,028.94	\$184,843.18	\$107,264.74
146	275	January	2030	\$22,469.84	4.110%	8,167.97	14,301.87	4,032,860.97		
147	274	February	2030	\$22,469.84	4.110%	8,196.87	14,272.97	4,024,664.10		
148	273	March	2030	\$22,469.84	4.110%	9,604.33	12,865.51	4,015,059.77		
149	272	April	2030	\$22,469.84	4.110%	8,259.87	14,209.97	4,006,799.90		
150	271	May	2030	\$22,469.84	4.110%	8,746.55	13,723.29	3,998,053.35		
151	270	June	2030	\$22,469.84	4.110%	8,320.06	14,149.78	3,989,733.29		
152	269	July	2030	\$22,469.84	4.110%	8,805.00	13,664.84	3,980,928.29		
153	268	August	2030	\$22,469.84	4.110%	8,380.67	14,089.17	3,972,547.62		
154	267	September	2030	\$22,469.84	4.110%	8,410.33	14,059.51	3,964,137.29		
155	266	October	2030	\$22,469.84	4.110%	8,892.67	13,577.17	3,955,244.62		
156	265	November	2030	\$22,469.84	4.110%	8,471.57	13,998.27	3,946,773.05		
157	264	December	2030	\$22,469.84	4.110%	8,952.14	13,517.70	3,937,820.91	\$180,300.03	\$111,807.89
158	263	January	2031	\$22,469.84	4.110%	8,533.24	13,936.60	3,929,287.67		
159	262	February	2031	\$22,469.84	4.110%	8,563.44	13,906.40	3,920,724.23		
160	261	March	2031	\$22,469.84	4.110%	9,936.59	12,533.25	3,910,787.64		
161	260	April	2031	\$22,469.84	4.110%	8,628.91	13,840.93	3,902,158.73		
162	259	May	2031	\$22,469.84	4.110%	9,104.95	13,364.89	3,893,053.78		
163	258	June	2031	\$22,469.84	4.110%	8,691.67	13,778.17	3,884,362.11		
164	257	July	2031	\$22,469.84	4.110%	9,165.90	13,303.94	3,875,196.21		
165	256	August	2031	\$22,469.84	4.110%	8,754.87	13,714.97	3,866,441.34		
166	255	September	2031	\$22,469.84	4.110%	8,785.86	13,683.98	3,857,655.48		
167	254	October	2031	\$22,469.84	4.110%	9,257.37	13,212.47	3,848,398.11		
168	253	November	2031	\$22,469.84	4.110%	8,849.72	13,620.12	3,839,548.39		
169	252	December	2031	\$22,469.84	4.110%	9,319.39	13,150.45	3,830,229.00	\$175,563.87	\$116,544.05
170	251	January	2032	\$22,469.84	4.110%	8,914.02	13,555.82	3,821,314.98		
171	250	February	2032	\$22,469.84	4.110%	8,945.57	13,524.27	3,812,369.41		
172	249	March	2032	\$22,469.84	4.110%	9,847.72	12,622.12	3,802,521.69		
173	248	April	2032	\$22,469.84	4.110%	9,012.08	13,457.76	3,793,509.61		
174	247	May	2032	\$22,469.84	4.110%	9,477.07	12,992.77	3,784,032.54		
175	246	June	2032	\$22,469.84	4.110%	9,077.52	13,392.32	3,774,955.02		
176	245	July	2032	\$22,469.84	4.110%	9,540.62	12,929.22	3,765,414.40		
177	244	August	2032	\$22,469.84	4.110%	9,143.41	13,326.43	3,756,270.99		
178	243	September	2032	\$22,469.84	4.110%	9,175.77	13,294.07	3,747,095.22		
179	242	October	2032	\$22,469.84	4.110%	9,636.04	12,833.80	3,737,459.18		
180	241	November	2032	\$22,469.84	4.110%	9,242.35	13,227.49	3,728,216.83		
181	240	December	2032	\$22,469.84	4.110%	9,700.70	12,769.14	3,718,516.13	\$171,075.66	\$121,032.26
182	239	January	2033	\$22,469.84	4.110%	9,309.39	13,160.45	3,709,206.74		
183	238	February	2033	\$22,469.84	4.110%	9,342.34	13,127.50	3,699,864.40		
184	237	March	2033	\$22,469.84	4.110%	10,642.61	11,827.23	3,689,221.79		
185	236	April	2033	\$22,469.84	4.110%	9,413.07	13,056.77	3,679,808.72		
186	235	May	2033	\$22,469.84	4.110%	9,866.50	12,603.34	3,669,942.22		
187	234	June	2033	\$22,469.84	4.110%	9,481.30	12,988.54	3,660,460.92		
188	233	July	2033	\$22,469.84	4.110%	9,932.76	12,537.08	3,650,528.16		

Casa Brendan Amortization Schedule.xls

189	232	August	2033	\$22,469.84	4.110%	9,550.01	12,919.83	3,640,978.15		
190	231	September	2033	\$22,469.84	4.110%	9,583.81	12,886.03	3,631,394.34		
191	230	October	2033	\$22,469.84	4.110%	10,032.31	12,437.53	3,621,362.03		
192	229	November	2033	\$3,634,178.63	4.110%	3,621,362.03	12,816.60	0.00		

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX H

FORM OF PROSPECTUS SUPPLEMENT FOR MBS CERTIFICATE

Set forth below is the anticipated form of the Fannie Mae Prospectus Supplement for each MBS Certificate issued, if any, in connection with the Bonds. The Prospectus Supplement for each MBS Certificate issued will be in substantially the same form, with specific mortgage terms and property location included with each final Prospectus Supplement for each MBS Certificate issued.

Prospectus Supplement
(To Multifamily MBS Prospectus dated August 1, 2014)



Guaranteed Mortgage Pass-Through Certificates (Fixed-Rate Multifamily Residential Mortgage Loans)

The Certificates

We, the Federal National Mortgage Association, or Fannie Mae, will issue the guaranteed mortgage pass-through certificates or MBS certificates. Each issuance of certificates will have its own identification number and will represent the beneficial ownership in a distinct pool of one or more mortgage loans secured by multifamily properties that contain at least five residential units and that are identified in the Schedule of Pool and Loan Information attached to this Prospectus Supplement. You should read the Prospectus for Fannie Mae Guaranteed Mortgage Pass-Through Certificates (Multifamily Residential Mortgage Loans) dated August 1, 2014 (the "Multifamily MBS Prospectus") in addition to this Prospectus Supplement.

Fannie Mae Guaranty

We guarantee to the MBS trust that we will supplement amounts received by the MBS trust as required to permit timely payments of principal and interest on the certificates. **We alone are responsible for making payments under our guaranty. The certificates and payments of principal and interest on the certificates are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae.**

The Mortgage Loan Pool

- The pool number appearing in the Schedule of Pool and Loan Information identifies the pool into which the mortgage loan covered by the certificates is deposited.
- The mortgage loan is secured by a first lien on a multifamily property that contains at least five residential units.
- The mortgage loan bears interest at a fixed interest rate.
- **The mortgage loan has special characteristics. See page 2 of this Prospectus Supplement.**

Consider carefully the risk factors beginning on page 12 of the Multifamily MBS Prospectus. Unless you understand and are able to tolerate these risks, you should not invest in the certificates.

The certificates are exempt from registration under the Securities Act of 1933, as amended, and are "exempted securities" under the Securities Exchange Act of 1934, as amended. Neither the Securities and Exchange Commission nor any state securities commission has approved or disapproved these certificates or determined if this Prospectus Supplement is truthful or complete. Any representation to the contrary is a criminal offense.

The date of this Prospectus Supplement is the issue date of the certificates specified in the Schedule of Pool and Loan Information. Settlement is expected to occur no later than the last business day of the month in which the issue date occurs.

SPECIAL CHARACTERISTICS OF THE MORTGAGE LOAN

The mortgage loan that backs the certificates (the “mortgage loan”) was made to the borrower by the Texas Department of Housing and Community Affairs (“Issuer”) and assigned to an eligible multifamily mortgage lender. The mortgage loan is evidenced by a promissory note (the “mortgage note”) and a multifamily loan and security agreement (the “financing agreement”) containing the loan terms and signed by the borrower. The mortgage note and financing agreement are secured by a security instrument (the “mortgage”) on a multifamily residential property containing five or more residential units (the “mortgaged property”) that is located in _____. (The mortgage note, financing agreement, mortgage and other related documents are sometimes collectively referred to as the “mortgage loan documents.”)

The mortgaged property is subject to affordable housing regulatory agreements that impose income restrictions on tenants of the mortgaged property. See “**GENERAL CHARACTERISTICS OF THE MORTGAGED PROPERTY—Affordable Housing Loans**” for additional information about income restrictions on affordable housing.

The MBS certificates offered hereby will initially serve as collateral for multifamily housing revenue bonds issued by Issuer (the “Bonds”) with respect to the mortgage of property and will be held by the Bond trustee as collateral for the Bonds. The Bonds and the mortgage loan documents provide that the mortgage loan is cross-defaulted with certain agreements relating to the Bonds entered into at the time of the issuance of the Bonds, including but not limited to the indenture authorizing the Bonds and any housing regulatory agreements that limit rents, impose income restrictions or otherwise restrict the use of the property.

Because the mortgage loan documents provide that the mortgage loan is cross-defaulted with certain of the agreements relating to the Bonds, a default under any of the cross-defaulted agreements may trigger an event of default on the mortgage loan. Accordingly, if Fannie Mae accelerates the mortgage loan as a result of an event of default, the mortgage loan will be paid in full, and the stated principal balance of the certificates will be passed through to the holder of the certificates. In this case, no yield maintenance or other prepayment premiums will be payable to the holder of the certificates.

In all cases, if the borrower voluntarily prepays the mortgage loan at any time, yield maintenance or other prepayment premiums will be payable as set forth under “**GENERAL CHARACTERISTICS OF THE MORTGAGE LOAN—Voluntary Prepayment of the Mortgage Loan.**”

UPDATES TO DISCLOSURE

Interest on multifamily mortgage loans backing MBS pools is calculated using either the 30/360 method or the actual/360 method. See “**THE MORTGAGE LOANS—General Characteristics of Multifamily Mortgage Loans—Method for Calculating Interest**” in the Multifamily MBS Prospectus. For pools backed by mortgage loans using the actual/360 method, in the past we converted the actual/360 pass-through rates into the equivalent 30/360 pass-through rates and disclosed the converted 30/360 pass-through rates on the Trading Factor File. In addition, we included a banner on MFSLs and PoolTalk™ describing this calculation.

Beginning with pools issued on March 1, 2017, we began disclosing the actual/360 pass-through rates on the monthly disclosure files including the Trading Factor File, removed references to 30/360 and Actual/360 in MFSLs and PoolTalk™, and removed the MFSLs banners. The pass-through rates for pools backed by loans using the 30/360 method will continue to be disclosed as 30/360 values.

THE SCHEDULE OF POOL AND LOAN INFORMATION

The Prospectus Supplement for the pool has two parts: this Prospectus Supplement Narrative and a Schedule of Pool and Loan Information. The Schedule of Pool and Loan Information includes a page entitled “Pool Statistics (As of Issue Date)” that provides certain information about the pool and the certificates and a separate “Multifamily Schedule of Loan Information” that provides certain information about the mortgage loan and the mortgaged property.

Terms that are used but not defined in this Prospectus Supplement Narrative or in the Schedule of Pool and Loan Information are defined in the Multifamily MBS Prospectus. Certain terms may be defined differently because the

mortgage loan is an affordable housing loan. See “**THE MULTIFAMILY MORTGAGE LOANS—Defined Terms—General Definitions**” and “**—Affordable Housing Loans**” in the Multifamily MBS Prospectus.

As disclosed in “Prepayment Premium Option” on the Multifamily Schedule of Loan Information, the mortgage loan may be voluntarily prepaid. See “**VOLUNTARY PREPAYMENT OF THE MORTGAGE LOAN**” for further information.

GENERAL CHARACTERISTICS OF THE MORTGAGE LOAN

The mortgage loan has the general characteristics specified below.

Underwriting

The mortgage loan was originated generally to conform to our multifamily product line requirements as described in the Multifamily Selling and Servicing Guide. These requirements may change from time to time. See “**THE MULTIFAMILY MORTGAGE LOANS—DUS Loans—Standard DUS Loans—Underwriting and Servicing**” in the Multifamily MBS Prospectus.

Method for Calculation of Interest

The mortgage loan has a fixed rate of interest throughout its term. Interest on the mortgage loan is calculated under the actual/360 method, disclosed as “Interest Accrual Method” on the Multifamily Schedule of Loan Information.

Payments, Amortization and Maturity Date

The mortgage loan may require monthly payments of interest and principal throughout its term, or it may require monthly payments of interest only during all or a portion of its term. The amount of the monthly payment on the mortgage loan is calculated as follows:

Full interest-only loan: The mortgage loan requires payments of interest alone throughout its entire term. Each monthly payment equals an amount sufficient to pay all interest accruing on the mortgage loan. All unpaid principal is payable as a balloon payment due on the stated maturity date of the mortgage note together with any accrued interest.

Partial interest-only loan: The mortgage loan requires payments of interest alone during the initial portion of its term that is disclosed as “Interest Only Term (Months)” on the Multifamily Schedule of Loan Information. The interest-only term began on the date the mortgage loan was originated and ends on the date disclosed as “Interest Only End Date” on the Multifamily Schedule of Loan Information.

During the interest-only term, each monthly payment equals an amount sufficient to pay all interest accruing on the mortgage loan. During the remaining term, each monthly payment equals an amount sufficient to pay all interest accruing on the mortgage loan and to amortize the outstanding principal balance over the original amortization term disclosed as “Original Amortization Term (Months)” on the Multifamily Schedule of Loan Information. All unpaid principal is payable as a balloon payment due on the stated maturity date of the mortgage note together with any accrued interest.

Partially amortizing balloon loan: The mortgage loan requires payments of principal and interest throughout its entire term. Each monthly payment equals an amount sufficient to pay all interest accruing on the mortgage loan and to amortize the outstanding principal balance over the original amortization term disclosed as “Original Amortization Term (Months)” on the Multifamily Schedule of Loan Information. All unpaid principal is payable as a balloon payment due on the stated maturity date of the mortgage note together with any accrued interest.

Fully amortizing loan: The mortgage loan requires payments of principal and interest throughout its entire term. Each monthly payment equals an amount sufficient to pay all interest accruing on the mortgage loan and to amortize the outstanding principal balance over the term of the loan. Any unpaid principal is payable on the stated maturity date of the mortgage note together with any accrued interest.

If interest on the mortgage loan is calculated using the actual/360 method, see “**THE MULTIFAMILY MORTGAGE LOANS—General Characteristics of Multifamily Mortgage Loans—Method for Calculating**”

Interest” in the Multifamily MBS Prospectus, which describes the amortization and balloon payments applicable to loans that use the actual/360 method to calculate interest.

Involuntary Prepayment of the Mortgage Loan

Certain events may result in an involuntary partial prepayment of principal of the mortgage loan.

If casualty insurance proceeds or funds received in connection with a condemnation action affecting the mortgaged property are used to reduce the unpaid principal balance of the mortgage loan, the resulting reduction in the unpaid principal balance may result in certificateholders receiving an early prepayment of principal of the certificates. The borrower would not be required to pay a prepayment premium in this case.

Moreover, if proceeds from casualty insurance or condemnation are used to reduce the unpaid principal balance of the mortgage loan, the loan may permit or require reamortization of the remaining unpaid principal over an amortization period determined at the time of the reamortization. If a reamortization occurs, the amount of principal and interest paid by the borrower each month may be reduced, which may cause a corresponding reduction in the amount of principal and interest passed through to the certificateholders each month, affecting your yield.

If we reduce the unpaid principal balance of the mortgage loan by applying amounts paid by the borrower as interest or charges under the mortgage loan documents that are later determined to be greater than those permitted by applicable law, the resulting reduction in the unpaid principal balance may result in certificateholders receiving an early prepayment of principal of the certificates. The borrower would not be required to pay a prepayment premium in this case.

If we apply collateral or other security to reduce the unpaid principal balance of the mortgage loan, the resulting reduction in the unpaid principal balance may result in certificateholders receiving an early prepayment of principal of the certificates. The borrower would generally be required to pay a prepayment premium in this case. If we collect a prepayment premium when the mortgage loan is not in default, we will pass through your portion, if any, of the prepayment premium. **If we collect a prepayment premium when the mortgage loan is in default, we will not pass through any portion of the prepayment premium to certificateholders.**

For a discussion of reamortization, involuntary prepayments, and the application of proceeds and collateral, see “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Reamortization of Principal,**” “**—Prepayments of Multifamily Mortgage Loans—Proceeds of Casualty or Condemnation**” and “**—Proceeds from Other Collateral**” and “**—Defaults and Troubled Loans**” in the Multifamily MBS Prospectus.

VOLUNTARY PREPAYMENT OF THE MORTGAGE LOAN

The borrower may voluntarily prepay the mortgage loan in full after giving the lender written notice of the proposed date of the prepayment (the “intended prepayment date”). If the borrower meets the other conditions required by the mortgage loan documents, the borrower may voluntarily prepay the mortgage loan by paying (i) the amount of principal being prepaid, (ii) all accrued interest to the last calendar day of the month in which the prepayment occurs (the “last day of the month”), (iii) all other sums due to the lender at the time of the prepayment, and (iv) the prepayment premium calculated as described below. The mortgage loan prohibits voluntary partial prepayments at all times.

If we agree to accept a prepayment on any date other than the last day of the month, then, for all purposes (including the accrual of interest and the calculation of the prepayment premium), we deem the prepayment to have been received on the last day of the month, and any prepayment calculation will include interest through the last day of the month in which the prepayment occurs.

Prepayment Premiums

A prepayment premium is payable if the mortgage loan is voluntarily prepaid during one or more specified periods. The prepayment premium may include a yield maintenance premium, a fixed percentage premium, and/or a declining percentage premium.

Yield Maintenance Prepayment Premiums

If the prepayment premium includes a yield maintenance premium, the borrower is required to pay the yield maintenance prepayment premium during the period of time (the “yield maintenance period”) disclosed as “Prepayment Premium Term (Months)” on the Multifamily Schedule of Loan Information, which began on the date the mortgage loan was originated and ends on the day before the date specified in the mortgage note (the “yield maintenance end date”) and disclosed as the “Prepayment Premium End Date” on the Multifamily Schedule of Loan Information.

Calculation of Total Yield Maintenance Prepayment Premiums

If the borrower voluntarily prepays the mortgage loan before the yield maintenance end date, the yield maintenance prepayment premium equals the **greater** of (a) or (b):

(a) **1% of the amount of principal being prepaid;**

or

(b) **the product of the following:**

(Amount of principal being prepaid) * (Loan Interest Rate – CMT Yield Rate) * (Present Value Factor)

Defined terms:

CMT Yield Rate: the U.S. Treasury constant maturity yield rate (as defined below as “**r**” for use in calculating the **Present Value Factor**) on the 25th business day before (A) the intended prepayment date, or (B) the date the lender accelerates the mortgage loan or otherwise accepts a prepayment due to a default under the mortgage note.

Present Value Factor: the result of the following formula:

$$\frac{1 - (1 + r)^{-n/12}}{r}$$

[**r** = the yield calculated by interpolating the yields for the immediately longer and shorter term U.S. “Treasury constant maturities” (as published by the Federal Reserve Board in the Federal Reserve Statistical Release: H.15 (519) Selected Interest Rates (the “Fed Release”) under the heading “U.S. government securities”) closest to the remaining term of the yield maintenance period, as follows (rounded to three decimal places):

$$\frac{(a - b)}{(x - y)} \times (z - y) + b$$

a = the yield for the longer U.S. Treasury constant maturity
b = the yield for the shorter U.S. Treasury constant maturity
x = the term of the longer U.S. Treasury constant maturity
y = the term of the shorter U.S. Treasury constant maturity
z = “**n**” (as defined for use in calculating the **Present Value Factor**) divided by 12.

Notwithstanding the foregoing, if “**z**” equals a term reported under the U.S. “Treasury constant maturities” subheading in the Fed Release, the yield for that term will be used, and interpolation will not be necessary.

n = the number of months remaining between (A) either of the following: (1) in the case of a voluntary prepayment, the last day of the month during which the voluntary prepayment is made, or (2) in any other case, the date on which the lender accelerates the unpaid principal balance of the mortgage note, and (B) the yield maintenance end date]

If publication of the Fed Release is discontinued by the Federal Reserve Board, we will determine the yield rate from another source that we select.

The borrower must pay a yield maintenance prepayment premium equal to the **greater** of the amount calculated in clause (a) or clause (b). Thus, even if clause (b) results in an amount *less* than 1% of the amount of principal being prepaid, clause (a) still requires the borrower to pay an amount *equal to* 1% of the amount of principal being prepaid. In our sole discretion, we may permit the borrower to pay a yield maintenance prepayment premium equal to the lesser amount calculated in clause (b).

A PORTION OF ANY YIELD MAINTENANCE PREPAYMENT PREMIUM COLLECTED BY US WILL BE PASSED THROUGH TO CERTIFICATEHOLDERS UNDER THE CONDITIONS SET FORTH IN THIS PROSPECTUS SUPPLEMENT NARRATIVE AND IN THE MULTIFAMILY MBS PROSPECTUS. See the section of the Multifamily MBS Prospectus entitled “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations**” for a discussion of voluntary and involuntary prepayments and the circumstances under which prepayment premiums may be imposed or waived. See also “—*Calculation of Certificateholders’ Share of Yield Maintenance Prepayment Premiums*” below.

We do not guarantee to the trust the payment of any prepayment premiums.

Calculation of Certificateholders’ Share of Yield Maintenance Prepayment Premiums

If the borrower voluntarily prepays the mortgage loan before the yield maintenance end date, we will determine whether certificateholders will receive a portion of the yield maintenance prepayment premium actually received by us from the servicer of the prepaid loan as follows:

- *First*, we will calculate the total yield maintenance prepayment premium due (the “total premium due”) under each of clause (a) and clause (b) of the formula above, calculate the share of the total premium due that will be retained by us (“our portion”), and determine the actual amount of premium collected from the borrower (the “total premium collected”).
- *Second*, whether the total premium due is the amount calculated under clause (a) or the amount calculated under clause (b), the maximum share of the total premium due that will be passed through to certificateholders (“your portion”) will equal the following:

(Amount of principal being prepaid) * (Pass-Through Rate – CMT Yield Rate) * (Present Value Factor)

- *Third*, if calculating your portion results in a positive value, we will subtract our portion from the total premium collected and will pass through your portion but only to the extent of the total premium collected that remains after we have deducted our portion. **If the calculation of your portion results in a negative value, we will not pass through any portion of the total premium collected.**

Prepayment Premiums Payable after Yield Maintenance Period

The terms of any prepayment premium payable upon a voluntary prepayment of the mortgage loan after the yield maintenance end date are set forth in the mortgage loan documents.

CHARACTERISTICS OF THE MORTGAGED PROPERTY

The mortgaged property is a multifamily property that contains at least five residential units. The “Collateral Information” page of the Multifamily Schedule of Loan Information discloses information about the mortgaged property. Earthquake insurance is required if a mortgaged property in a seismically active area presents one or more of the structural risk factors specified in the Multifamily Selling and Servicing Guide. Flood insurance is required if a mortgaged property is located in a Special Flood Hazard Area as designated by the Federal Emergency Management Agency.

Affordable Housing Mortgage Loans

Affordable housing loans result from efforts made to promote affordable housing. The Multifamily Schedule of Loan Information discloses that the mortgage loan in the pool is a multifamily affordable housing loan. As a result, the mortgaged property is encumbered by housing regulatory agreements that limit rents, impose income limits on tenants or otherwise restrict the use of the property. See “**RISK FACTORS—RISKS RELATING TO YIELD AND PREPAYMENT—Affordable Housing Mortgage Loans**” in the Multifamily MBS Prospectus for a discussion of the possible effect on the mortgage loan of the borrower’s noncompliance with required limitations or restrictions.

The Multifamily Schedule of Loan Information discloses the type of affordable housing property securing the mortgage loan, the percentage of units that are restricted to tenants with annual household incomes equal to the specified percentages of the area median income, and the total percentage of units that require tenants to meet specified household income requirements. This total includes not only the units subject to the household income requirements specified above but also any units subject to higher household income requirements. For further information, see “**THE MULTIFAMILY MORTGAGE LOANS—Affordable Housing Loans**” in the Multifamily MBS Prospectus.

UPDATES TO PROSPECTUS

The following sections replace the indicated portions of the Multifamily MBS Prospectus. Except as modified below, the contents of the Multifamily MBS Prospectus remain unchanged.

Casualty and Condemnation

The following section replaces in its entirety the section of the Multifamily MBS Prospectus entitled “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Proceeds of Multifamily Mortgage Loans—Proceeds of Casualty or Condemnation.**”

“Proceeds of Casualty or Condemnation Action

A multifamily mortgage loan may experience an involuntary prepayment, which is the early receipt of all or a portion of the principal of a loan other than as a result of a voluntary prepayment by the borrower or a default on the loan. Many multifamily mortgage loans do not require a borrower to pay a prepayment premium if an involuntary prepayment results from the receipt of casualty insurance proceeds or amounts received in connection with a condemnation action affecting the related mortgaged property.

Proceeds from Casualty Insurance. Casualty insurance proceeds generally are not applied against the unpaid principal balance of the related mortgage loan. Instead, these proceeds generally are used to restore or repair the mortgaged property (as long as the mortgage loan is not then in material default) and are not passed through to certificateholders. All or part of the proceeds, however, may be applied against the unpaid principal balance if permitted by the mortgage loan documents. In that case, there will be a full or partial prepayment of principal to certificateholders.

Proceeds from Condemnation Action. A condemnation action is any action or proceeding relating to any condemnation, or other taking or conveyance in lieu of a taking, of all or a portion of a mortgaged property. Amounts received in connection with a condemnation action (“condemnation proceeds”) generally are applied against the unpaid principal balance of the related mortgage loan (as long as the loan is not then in material default). If the mortgaged property was affected by the condemnation but continues to operate, all or part of the

condemnation proceeds may be used to repair or restore the mortgaged property if that use is permitted by the mortgage loan documents. If condemnation proceeds are applied against the unpaid principal balance, there will be a full or partial prepayment of principal to certificateholders.

Notwithstanding the foregoing, in some cases, we may permit small amounts of casualty insurance proceeds or condemnation proceeds to be paid directly to a borrower. In addition, if a substantial casualty or condemnation action causes a mortgaged property to become unusable, and if the related casualty or condemnation proceeds are sufficient to repay most but not all of the mortgage loan, the borrower may be permitted to prepay the remaining principal without being required to pay a prepayment premium.”

Split or Bifurcated Loans

The following section replaces in its entirety the section of the Multifamily MBS Prospectus entitled “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Prepayments of Multifamily Mortgage Loans—Split or Bifurcated Loans.**”

“Split or Bifurcated Loans

A transaction may be structured as a split loan or a bifurcated loan.

Split Loans. A split loan consists of two separate mortgage loans, a senior mortgage loan and a junior mortgage loan, that are underwritten concurrently as a single credit but documented as two separate loans (i.e., separate loan agreements, mortgage notes, and security instruments). Each mortgage loan in a split loan structure may have different loan terms (e.g., maturity date, required prepayment premium), allowing the borrower to pay off a portion of the total debt during the term of the split loan transaction.

Bifurcated Loans. A bifurcated loan consists of a single mortgage loan where the aggregate amount of the debt is divided between two separate mortgage notes that have the same (i.e., *pari passu*) payment priority. Each mortgage note is secured by the same security instrument on the same collateral, including the mortgaged property. Each mortgage loan in a bifurcated loan structure may have different loan terms (e.g., maturity date, required prepayment premium), allowing the borrower to pay off a portion of the total debt during the term of the bifurcated loan transaction.”

Soft Financing

The following section replaces in its entirety the section of the Multifamily MBS Prospectus entitled “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Existing and Future Additional Mortgage Liens—Soft Financing Mortgage Liens:**”

“Soft Financing Mortgage Liens

Multifamily affordable housing properties often have existing financing in the form of a mortgage loan made to the borrower by a government agency or organization to promote affordable housing. See “**THE MULTIFAMILY MORTGAGE LOANS—Affordable Housing Loans**” for a discussion of multifamily affordable housing loans. The mortgage loan is generally secured by a mortgage on the mortgaged property that is subordinate to the mortgage securing the mortgage.

When a mortgage loan is delivered to us and the related mortgaged property also secures a subordinate mortgage loan initially characterized as soft financing, we review the subordinate mortgage loan to determine if it is likely to have any material adverse effect on the cash flow of the mortgaged property. If we conclude that the subordinate mortgage loan is unlikely to have such an effect, we consider it to be soft financing and typically do not provide disclosure about it or include its terms in calculating the loan-to-value and debt service coverage ratios disclosed for the mortgage loan in the pool.

“Soft” financing generally has more than one of the following characteristics:

- The interest rate on the subordinate mortgage loan is nominal (1% or 2%, for example), or no interest is charged.

- Interest on the subordinate mortgage loan is payable only from surplus, available or excess cash flow from the mortgaged property. (While the definition of surplus, available or excess cash flow (“surplus cash flow”) varies among transactions, it is generally cash flow that remains after paying debt service on the mortgage loan in the trust and operating expenses of the mortgaged property.)
- Unpaid interest on the subordinate mortgage loan either does not accrue or accrues but is still payable only to the extent there is surplus cash flow from the mortgaged property.
- No principal payments are required over the term of the subordinate mortgage loan, or principal payments are payable only from surplus cash flow from the mortgaged property and are not intended to fully amortize the subordinate mortgage loan over its term.
- Failure to make an interest or principal payment due to a lack of surplus cash flow is not a default under the subordinate mortgage loan.
- The term of the subordinate mortgage loan is longer than the term of the mortgage loan in the pool.
- The subordinate mortgage loan is forgiven over time or at its maturity date, or the subordinate mortgage loan is due only upon a sale of the mortgaged property.

Defaults under soft financing loans generally result from a borrower’s failure to comply with the occupancy restrictions imposed on the mortgaged property. See “**RISK FACTORS—RISKS RELATED TO YIELD AND PREPAYMENT—Affordable Housing Mortgage Loans**” for a discussion of defaults.

While soft financing is most commonly seen in connection with multifamily affordable housing loans, soft financing may be present in connection with multifamily mortgage loans that are not multifamily affordable loans.”

CREDIT RISK RETENTION

The certificates satisfy the requirements of the Credit Risk Retention Rule (12 C.F.R. Part 1234) jointly promulgated by the Federal Housing Finance Agency, the Securities and Exchange Commission and several other federal agencies. In accordance with 12 C.F.R. 1234.8(a), (i) the certificates are fully guaranteed as to timely payment of principal and interest by Fannie Mae and (ii) Fannie Mae is operating under the conservatorship of the Federal Housing Finance Agency with capital support from the United States.

MATERIAL FEDERAL INCOME TAX CONSEQUENCES

The certificates and payments on the certificates generally are subject to taxation. Therefore, you should consider the tax consequences of holding a certificate before acquiring one. See “**MATERIAL FEDERAL INCOME TAX CONSEQUENCES**” in the Multifamily MBS Prospectus for a discussion of the tax consequences of the purchase, ownership and disposition of the certificates.

ADDITIONAL INFORMATION ABOUT THIS PROSPECTUS SUPPLEMENT

The disclosure documents for this issuance of certificates are the Multifamily MBS Prospectus and this Prospectus Supplement (which includes this Prospectus Supplement Narrative and the Schedule of Pool and Loan Information), together with any information incorporated into these documents by reference. **In deciding whether to purchase this issuance of certificates in an initial offering, you should rely ONLY on the information in the Multifamily MBS Prospectus, this Prospectus Supplement and any information that we have otherwise incorporated into these documents by reference. We take no responsibility for any unauthorized information or representation.**

You may obtain copies of the Multifamily MBS Prospectus and this Prospectus Supplement by visiting our Web site at www.fanniemae.com, by calling Fannie Mae at 1-800-2FANNIE (1-800-232-6643), option 2, or by writing to Fannie Mae, Attention: Fixed-Income Securities, 3900 Wisconsin Avenue, NW, Area 2H-3S, Washington, DC 20016. The Prospectus Supplement is typically available on the second business day before the settlement date of the issuance of certificates. We also provide corrections and periodic disclosure regarding mortgage loans and pools through our Multifamily Securities Locator Service™ application or other locations on our Web site. We are providing our Internet

address solely for your information. Unless otherwise stated, information appearing on our Web site is not incorporated into any prospectus supplement.

[Remainder of Page Intentionally Left Blank]



Printed by: ImageMaster, LLC
www.imagemaster.com