

RATINGS:  
S & P: "AA+" Moody's: "Aaa"  
(See "RATINGS" herein)

*Bracewell LLP, Bond Counsel, is of the opinion that, subject to certain conditions described herein and under existing law, (i) interest on the Series 2019A Bonds is excludable from gross income for federal income tax purposes and (ii) interest on the Series 2019A Bonds is not a specific preference item subject to the alternative minimum tax.*

NEW ISSUE - BOOK-ENTRY ONLY

**TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

**\$166,295,000\***  
**Single Family Mortgage Revenue Bonds**  
**2019 Series A**

Dated Date: Date of Delivery

Due: As shown on inside cover page

The Texas Department of Housing and Community Affairs Single Family Mortgage Revenue Bonds, 2019 Series A (the "Series 2019A Bonds") are issuable by the Texas Department of Housing and Community Affairs (the "Department") only as fully registered bonds, without coupons, and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"). DTC will act as securities depository for the Series 2019A Bonds. The Series 2019A Bonds will be available to purchasers only in book-entry form in denominations of \$5,000 or any integral multiple thereof. For as long as Cede & Co. is the exclusive registered owner of the Series 2019A Bonds, the principal or redemption price of, and interest on, the Series 2019A Bonds will be payable by The Bank of New York Mellon Trust Company, N.A., as Trustee, to DTC, which will be responsible for making such payments to DTC Participants (as defined herein), for subsequent remittance to the owners of beneficial interests in the Series 2019A Bonds. The purchasers of the Series 2019A Bonds will not receive certificates representing their beneficial ownership interest. See "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – DTC and Book-Entry."

The Series 2019A Bonds will accrue interest from the date of delivery until their maturity or prior redemption at the per annum rate of interest set forth on the inside cover page hereof. Interest on the Series 2019A Bonds will be payable to DTC commencing on March 1, 2020\*, and semi-annually thereafter on each September 1 and March 1 until maturity or prior redemption thereof, all as more fully described on the inside cover page hereof.

**THE SERIES 2019A BONDS ARE SUBJECT TO REDEMPTION ON THE DATES AND AT THE REDEMPTION PRICES WHICH ARE MORE FULLY DESCRIBED HEREIN.** See "THE SERIES 2019A BONDS - Redemption Provisions."

The Series 2019A Bonds are being issued for the primary purpose of providing funds for the purchase of mortgage-backed, pass-through certificates (the "Mortgage Certificates"). The Mortgage Certificates purchased with the proceeds of the Series 2019A Bonds will be guaranteed as to timely payment of principal and interest by the Government National Mortgage Association ("Ginnie Mae") ("Ginnie Mae Certificates" or "GNMA Certificates"). See APPENDIX B-1. The Series 2019A Bonds, the Prior Bonds (as defined herein), and, unless subordinated, all Bonds subsequently issued under the Trust Indenture are equally and ratably secured by the Trust Estate (as defined herein) held by the Trustee under the Trust Indenture (as defined herein). See "SECURITY FOR THE BONDS" and "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE."

**THE SERIES 2019A BONDS ARE LIMITED OBLIGATIONS OF THE DEPARTMENT AND ARE PAYABLE SOLELY FROM THE REVENUES AND FUNDS PLEDGED FOR THE PAYMENT THEREOF AS MORE FULLY DESCRIBED HEREIN. NEITHER THE STATE OF TEXAS (THE "STATE") NOR ANY AGENCY OF THE STATE, OTHER THAN THE DEPARTMENT, NOR THE UNITED STATES OF AMERICA OR ANY AGENCY, DEPARTMENT OR OTHER INSTRUMENTALITY THEREOF, INCLUDING GINNIE MAE, FREDDIE MAC, AND FANNIE MAE, IS OBLIGATED TO PAY THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2019A BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR THE UNITED STATES OF AMERICA IS PLEDGED, GIVEN OR LOANED TO SUCH PAYMENT. THE DEPARTMENT HAS NO TAXING POWER. GINNIE MAE, FREDDIE MAC, AND FANNIE MAE GUARANTEE ONLY THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE GINNIE MAE CERTIFICATES, FREDDIE MAC CERTIFICATES, AND FANNIE MAE CERTIFICATES, RESPECTIVELY, WHEN DUE AND DO NOT GUARANTEE THE PAYMENT OF THE SERIES 2019A BONDS OR ANY OTHER OBLIGATIONS ISSUED BY THE DEPARTMENT.**

The Series 2019A Bonds are offered when, as, and if issued by the Department. Delivery of the Series 2019A Bonds is subject to approval of the legality thereof by Bracewell LLP, Bond Counsel, and certain other conditions. Delivery of the Series 2019A Bonds is also subject to the approval of the legality thereof by the Attorney General of the State. Certain legal matters will be passed upon for the Department by its General Counsel, James "Beau" Eccles, Esq., and by its Co-Disclosure Counsel, McCall, Parkhurst & Horton L.L.P and Mahomes Bolden PC. Certain legal matters will be passed upon for the Underwriters by their Counsel, Chapman and Cutler LLP. Certain financial advisory services have been provided to the Department by George K. Baum & Company. It is expected that the Series 2019A Bonds will be available for delivery to DTC in book-entry only form on or about \_\_\_\_\_, 2019.

\_\_\_\_\_, 2019

**J.P. Morgan**

**Jefferies**

**Piper Jaffray**

**Ramirez & Co., Inc.**

**RBC Capital Markets**

\* Preliminary, subject to change.

## MATURITY SCHEDULE\*

### \$22,145,000 Series 2019A Serial Bonds

Maturity Date	Principal Amount	Interest Rate	Price	CUSIP
9/1/2020	\$ 880,000			
3/1/2021	945,000			
9/1/2021	960,000			
3/1/2022	970,000			
9/1/2022	980,000			
3/1/2023	990,000			
9/1/2023	1,005,000			
3/1/2024	1,015,000			
9/1/2024	1,025,000			
3/1/2025	1,040,000			
9/1/2025	1,055,000			
3/1/2026	1,065,000			
9/1/2026	1,080,000			
3/1/2027	1,090,000			
9/1/2027	1,100,000			
3/1/2028	1,120,000			
9/1/2028	1,130,000			
3/1/2029	1,150,000			
9/1/2029	1,165,000			
3/1/2030	1,185,000			
9/1/2030	1,195,000			

\$10,345,000 \_\_\_% Term Bonds due September 1, 2034 Price \_\_\_% CUSIP \_\_\_\_\_  
 \$15,255,000 \_\_\_% Term Bonds due September 1, 2039 Price \_\_\_% CUSIP \_\_\_\_\_  
 \$18,685,000 \_\_\_% Term Bonds due September 1, 2044 Price \_\_\_% CUSIP \_\_\_\_\_  
 \$73,170,000 \_\_\_% Premium PAC Term Bonds due September 1, 2049 Price \_\_\_% CUSIP \_\_\_\_\_  
 \$26,695,000 \_\_\_% Term Bonds due March 1, 2050 Price \_\_\_% CUSIP \_\_\_\_\_

(Interest Accrues from Date of Delivery)

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\* Preliminary, subject to change.

For purposes of compliance with Rule 15c2-12 of the Securities and Exchange Commission (the "Rule"), this document constitutes a Preliminary Official Statement of the Department with respect to the Series 2019A Bonds that has been "deemed final" by the Department as of its date except for the omission of no more than the information permitted by the Rule.

This Official Statement does not constitute, and is not to be used in connection with, an offer to sell or the solicitation of an offer to buy the Series 2019A Bonds in any state in which such offer or solicitation is not authorized or in which the person making such offer or solicitation is not qualified to do so or to any person to whom it is unlawful to make such offer or solicitation.

The information set forth in this Official Statement has been obtained from the Department and other sources which are believed to be reliable. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information. This Official Statement contains, in part, estimates, assumptions and matters of opinion which are not intended as statements of fact, and no representation is made as to the correctness of such estimates, assumptions or matters of opinion, or as to the likelihood that they will be realized. Any information and expressions of opinion contained in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale made under such document shall, under any circumstances, create any implications that there has been no change in the affairs of the Department or other matters described herein since the date hereof.

Neither the Department nor the Underwriters make any representation as to the accuracy, completeness, or adequacy of the information supplied by The Depository Trust Company for use in this Official Statement.

The Trustee assumes no responsibility for this Official Statement and has not reviewed or undertaken to verify any information contained herein.

Many statements contained in this Official Statement, including the appendices and the documents included by specific cross-reference, that are not historical facts are forward-looking statements, which are based on the Department's beliefs, as well as assumptions made by, and information currently available to, the management and staff of the Department. Because the statements are based on expectations about future events and economic performance and are not statements of fact, actual results may differ materially from those projected. The words "anticipate," "assume," "estimate," "expect," "objective," "projection," "plan," "forecast," "goal," "budget" or similar words are intended to identify forward-looking statements. The words or phrases "to date," "now," "currently," and the like are intended to mean as of the date of this Official Statement.

The Department's projections set forth in this Official Statement were not prepared with a view toward complying with the guidelines established by the American Institute of Certified Public Accountants with respect to prospective financial information, but, in the view of the Department's management, were prepared on a reasonable basis, reflect the best currently available estimates and judgments, and present, to the best of management's knowledge and belief, the expected course of action and the expected future financial performance of the Department. However, this information is not fact and should not be relied upon as being necessarily indicative of future results, and readers of this Official Statement are cautioned not to place undue reliance on the prospective financial information. Neither the Department's independent auditors, nor any other independent accountants, have compiled, examined, or performed any procedures with respect to the prospective financial information contained herein, nor have they expressed any opinion or any other form of assurance on such information or its achievability, and assume no responsibility for, and disclaim any association with, the prospective financial information.

IN CONNECTION WITH THE OFFERING OF THE SERIES 2019A BONDS, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS WHICH ARE INTENDED TO STABILIZE OR MAINTAIN THE MARKET PRICE OF THE SERIES 2019A BONDS AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING EFFORTS, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE SERIES 2019A BONDS TO CERTAIN DEALERS AND DEALER BANKS AND BANKS ACTING AS AGENTS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED HEREIN, AND SAID PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

The Series 2019A Bonds have not been registered under the Securities Act of 1933, as amended, nor has the Trust Indenture or any other document been qualified under the Trust Indenture Act of 1939, as amended, in reliance upon exemptions contained in such acts. Any registration or qualification of the Series 2019A Bonds in accordance with applicable provisions of the securities laws or the states in which the Series 2019A Bonds have been registered or qualified and the exemption from registration or qualification in other states cannot be regarded as a recommendation thereof. Neither the Securities and Exchange Commission nor any other federal, state, municipal or other governmental entity, nor any agency or department thereof, has passed upon the merits of the Series 2019A Bonds or the accuracy or completeness of this Official Statement. Any representation to the contrary may be a criminal offense.

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## **OFFICIAL STATEMENT**

**Relating to**

### **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

**\$166,295,000\***

### **Single Family Mortgage Revenue Bonds 2019 Series A**

#### **INTRODUCTION**

This Official Statement provides certain information concerning the Texas Department of Housing and Community Affairs (the "Department") in connection with the issuance of its Single Family Mortgage Revenue Bonds, 2019 Series A (the "Series 2019A Bonds"). Capitalized terms used but not otherwise defined herein shall have the respective meanings for such terms as set forth in "APPENDIX A – GLOSSARY."

The Department, a public and official agency of the State of Texas (the "State"), was created and organized pursuant to and in accordance with the provisions of Chapter 2306, Texas Government Code, as amended (together with other laws of the State applicable to the Department, collectively, the "Act") for the purpose of, among other things, financing sanitary, decent and safe housing for individuals and families of low and very low income and families of moderate income. The Department is the successor agency to the Texas Housing Agency (the "Agency") and the Texas Department of Community Affairs (the "TDCA"), both of which were abolished by the Act and all functions and obligations of which were transferred to the Department pursuant to the Act. Under the Act, the Department may issue bonds, notes, and other obligations to finance or refinance residential housing and multi-family developments located in the State of Texas and to refund bonds previously issued by the Agency, the Department or certain other quasi-governmental issuers. See "THE DEPARTMENT."

The Series 2019A Bonds are authorized to be issued pursuant to the Act, a resolution adopted by the Governing Board of the Department on June 27, 2019, an Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture, dated as of June 1, 2017 (the "Master Indenture" and, as amended and supplemented from time to time, collectively, the "Trust Indenture") between the Department and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and a Sixty-Seventh Supplemental Single Family Mortgage Revenue Bond Trust Indenture (the "Sixty-Seventh Supplemental Indenture" or "2019A Supplemental Indenture"). The Trust Indenture authorizes the Department to issue bonds to provide funds (i) to acquire or refinance single family mortgage loans or participations therein ("Mortgage Loans") which are made to eligible borrowers, as determined from time to time by the Department, (ii) to purchase mortgage-backed securities, (the "Mortgage Certificates") that are backed by Mortgage Loans and guaranteed by the Government National Mortgage Association ("Ginnie Mae"), the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("Freddie Mac"), (iii) to refund Outstanding Bonds issued under the Trust Indenture, and (iv) to pay costs associated therewith. The Department has previously issued multiple series of single family mortgage revenue bonds (the "Prior Bonds") under the Trust Indenture, of which \$438,613,083 in aggregate principal amount was Outstanding as of April 30, 2019. The Series 2019A Bonds, the Prior Bonds and, unless subordinated, all bonds subsequently issued pursuant to the Trust Indenture (collectively, the "Bonds" or the "Single Family Mortgage Revenue Bonds") will be equally and ratably secured by the Trust Estate held by the Trustee pursuant to the Trust Indenture. See "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE" and "SECURITY FOR THE BONDS – Additional Bonds."

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\* Preliminary, subject to change.

In addition to the Single Family Mortgage Revenue Bonds, the Department has previously issued four (4) series of Junior Lien Bonds (the "Prior Junior Lien Bonds"), of which \$3,855,000 in aggregate principal amount was outstanding as of April 30, 2019. The Junior Lien Bonds are limited obligations of the Department and are payable solely from revenues (as defined in the Junior Lien Trust Indenture) and funds pledged for the payment thereof on a basis which is junior and subordinate to the Bonds. See "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE."

The Series 2019A Bonds are being issued for the primary purpose of providing funds for the purchase of the Mortgage Certificates guaranteed as to timely payment of principal and interest by Ginnie Mae (the "2019 A Mortgage Certificates") which represent beneficial ownership of pools of Mortgage Loans. See "PLAN OF FINANCE."

On June 3, 2019, Fannie Mae and Freddie Mac began issuing new, common, single mortgage-backed securities, formally known as the Uniform Mortgage-Backed Security ("UMBS"). The UMBS finance the same types of fixed-rate mortgages that back Fannie Mae Certificates and Freddie Mac Certificates and are guaranteed by either Fannie Mae or Freddie Mac depending upon which entity issues the UMBS. The UMBS have characteristics similar to Fannie Mae Certificates and Freddie Mac will offer investors the opportunity to exchange existing Freddie Mac Certificates for "mirror" UMBS backed by the same loans as the existing securities. The term "Mortgage Certificates" includes UMBS. The proceeds of the Series 2019A Bond will not be used to purchase UMBS.

The Bonds are payable solely from and are secured by a pledge of and lien on the Revenues, Mortgages, Mortgage Loans (including Mortgage Certificates), Investment Securities, moneys held in the Funds (excluding the Rebate Account, the Swap Agreement Termination Payment Subaccount and the Swap Agreement Termination Receipt Subaccount of the Surplus Revenues Account of the Revenue Fund and the Policy Payments Account) and other property pledged under the Trust Indenture (collectively, the "Trust Estate"). All payments with respect to principal of and interest on Mortgage Loans (net of servicing fees) and on Mortgage Certificates (net of servicing and guaranty fees) received by the Department and the earnings on investments of Funds and Accounts held pursuant to the Trust Indenture other than the excluded Funds and Accounts constitute Revenues. Bondholders have no rights to or lien on the Swap Agreements. The pledge of and lien on the Trust Estate is subject to discharge if moneys or qualified securities sufficient to provide for the payment of all Outstanding Bonds are deposited and held in trust for such payment. See "SECURITY FOR THE BONDS – The Prior Bonds" and "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – The Program and the Mortgage Loans," "– Prior Swap Agreements" and "– Prior Liquidity Facilities."

**The Series 2019A Bonds are on a parity in all respects with all outstanding Prior Bonds, and, unless subordinated, any Bonds subsequently issued under the Trust Indenture.** Mortgage Loans securing the Bonds must meet certain requirements. For information regarding the Mortgage Loans, see "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – The Program and the Mortgage Loans."

**THE SERIES 2019A BONDS ARE LIMITED OBLIGATIONS OF THE DEPARTMENT AND ARE PAYABLE SOLELY FROM THE REVENUES AND FUNDS PLEDGED FOR THE PAYMENT THEREOF AS MORE FULLY DESCRIBED HEREIN. NEITHER THE STATE NOR ANY AGENCY OF THE STATE, OTHER THAN THE DEPARTMENT, NOR THE UNITED STATES OF AMERICA OR ANY AGENCY, DEPARTMENT OR OTHER INSTRUMENTALITY THEREOF, INCLUDING GINNIE MAE, FREDDIE MAC AND FANNIE MAE, IS OBLIGATED TO PAY THE PRINCIPAL OR REDEMPTION PRICE OF, OR INTEREST ON, THE SERIES 2019A BONDS. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR THE UNITED STATES OF AMERICA IS PLEDGED,**



**GIVEN OR LOANED TO SUCH PAYMENT. THE DEPARTMENT HAS NO TAXING POWER. GINNIE MAE, FREDDIE MAC AND FANNIE MAE GUARANTEE ONLY THE PAYMENT OF THE PRINCIPAL OF AND INTEREST ON THE GINNIE MAE CERTIFICATES, FREDDIE MAC CERTIFICATES AND FANNIE MAE CERTIFICATES, RESPECTIVELY, WHEN DUE AND DO NOT GUARANTEE THE PAYMENT OF THE SERIES 2019A BONDS OR ANY OTHER OBLIGATIONS ISSUED BY THE DEPARTMENT.**

There follows in this Official Statement a brief description of the plan of finance, the Department and its bond programs, together with summaries of certain terms of the Series 2019A Bonds, the Trust Indenture, and certain provisions of the Act, as well as other matters. All references herein to the Act, the Trust Indenture, and other agreements are qualified in their entirety by reference to each such document, copies of which are available from the Department, and all references to the Series 2019A Bonds are qualified in their entirety by reference to the definitive forms thereof and the information with respect thereto contained in the Trust Indenture.

For information concerning the Prior Bonds and the Mortgage Loans and Mortgage Certificates acquired with proceeds of the Prior Bonds, see "SECURITY FOR THE BONDS – The Prior Bonds" and "APPENDIX D-1 – ADDITIONAL INFORMATION CONCERNING MORTGAGE CERTIFICATES." For information concerning other single family and multi-family programs of the Department, see "APPENDIX D-2 – BOND SUMMARY OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS."

### **PLAN OF FINANCE**

Proceeds of the Series 2019A Bonds will be (a) deposited to the 2019 A Mortgage Loan Account of the Mortgage Loan Fund and used to purchase 2019 A Mortgage Certificates, to fund all or a portion of the DPA Loans originated in conjunction with 2019 A Mortgage Loans (see "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – DTC and Book-Entry"), and (b) used to pay a portion of the costs of issuance of the Series 2019A Bonds.

### **SOURCES AND USES OF FUNDS**

The sources of funds and the uses thereof in connection with the Series 2019A Bonds are expected to be approximately as set forth below.

<b><u>SOURCES OF FUNDS</u></b>	
Series 2019 A Bond Proceeds	\$ _____
Issuer Contribution <sup>(1)</sup>	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>
<b><u>USES OF FUNDS</u></b>	
2019 A Mortgage Loan Account <sup>(2)</sup>	\$ _____
Underwriter Compensation	\$ _____
Costs of Issuance	\$ _____
<b>TOTAL</b>	<b>\$ _____</b>

<sup>(1)</sup> An additional amount of up to \$4 million of Trust Indenture funds may be used for capitalized interest related to the Series 2019A Bonds.

<sup>(2)</sup> Includes the purchase of 2019 A Mortgage Certificates, down payment assistance funds, lender compensation, and servicing fees for second mortgage loans.

## THE SERIES 2019A BONDS

### General

The Series 2019A Bonds will be dated the date of delivery. The Series 2019A Bonds are issuable only as fully registered bonds, without coupons, and will be registered in the name of Cede & Co., as registered owner and nominee for The Depository Trust Company, New York, New York ("DTC"), which will act as the Bond Depository for the Series 2019A Bonds. The Series 2019A Bonds will be available to purchasers in book-entry form only in denominations of \$5,000 or any integral multiple thereof, as more fully described herein. The principal or Redemption Price of, and interest on, the Series 2019A Bonds will be payable by the Trustee to DTC, which will be responsible for making such payments to DTC Participants (hereinafter defined) for subsequent remittance to the owners of beneficial interests in the Series 2019A Bonds or their nominees. See "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – DTC and Book-Entry."

The Series 2019A Bonds mature on the dates and in the amounts set forth on the inside cover hereof.

### Interest Rate

The Series 2019A Bonds will accrue interest from the date of delivery, until maturity or prior redemption at the respective per annum rates of interest set forth on the inside cover page hereof. Interest accrued on the Series 2019A Bonds will be payable on March 1, 2020\*, and semiannually on each September 1 and March 1 thereafter until maturity or prior redemption. Interest on the Series 2019A Bonds will be calculated on the basis of a 360-day year composed of twelve 30-day months.

### Redemption Provisions\*

**The Series 2019A Bonds are subject to optional redemption, special redemption, and mandatory sinking fund redemption at various times prior to their scheduled maturities at various Redemption Prices as described below. The Department anticipates that substantially all of the Series 2019A Bonds will be redeemed prior to their scheduled maturities as the result of the receipt by the Department of amounts representing Mortgage Loan Principal Payments, from certain excess Revenues, and, in certain circumstances, from Surplus Indenture Revenues.**

#### *Special Redemption from Unexpended Proceeds of Series 2019A Bonds*

The Series 2019A Bonds are subject to special redemption from unexpended proceeds, at any time and from time to time, prior to their stated maturities, in whole or in part. The Redemption Price of the Series 2019A Serial Bonds shall be equal to 100% of the principal amount thereof. The redemption of the Premium PAC Term Bonds (as shown on the inside of cover page) shall be at the applicable Redemption Price, as set forth in APPENDIX H – UNEXPENDED PROCEEDS REDEMPTION PRICE FOR PREMIUM TERM BONDS AND PREMIUM PAC TERM BONDS, that maintains the original yield to the average life of such Premium PAC Term Bonds; the redemption of the Premium Term Bonds shall be at the applicable Redemption Price, as set forth in APPENDIX H – UNEXPENDED PROCEEDS REDEMPTION PRICE FOR PREMIUM TERM BONDS AND PREMIUM PAC TERM BONDS, that maintains the original yield to the optional redemption date of September 1, 2028 of such Premium Term Bonds, plus, in each case, accrued interest to, but not including, the date of redemption; except that a one-time redemption of the Series 2019A Bonds from unexpended proceeds in an amount less than \$500,000, (a "De Minimis Special

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\* Preliminary, subject to change.

Redemption") shall be treated as a Special Redemption From Mortgage Loan Principal Payments and Series 2019A Bonds shall be redeemed as described below.

Special Redemption from Unexpended Proceeds shall occur on September 1, 2020, or as soon as practicable after receipt by the Trustee of a certification of the Department that such amounts will not be used to purchase 2019 A Mortgage Certificates, unless the Certificate Purchase Period is extended in accordance with the Trust Indenture. In no event will the redemption occur later than February 28, 2023.

Except for a De Minimis Special Redemption, the Series 2019A Bonds to be redeemed as described in this subcaption shall be selected by the Trustee on a pro rata basis among all maturities unless otherwise directed by the Department pursuant to a Letter of Instructions accompanied by a Statement of Projected Revenues (as defined herein).

***Special Redemption From Mortgage Loan Principal Payments***

The Series 2019A Bonds are subject to redemption prior to maturity and shall be redeemed, in whole or in part, from time to time on or after November 1, 2019, after giving notice as provided in the Trust Indenture, at a Redemption Price equal to 100% of the principal amount of the Series 2019A Bonds or portions thereof to be redeemed, plus accrued interest to, but not including, the redemption date, from amounts transferred to the 2019 A Redemption Account in accordance with the Trust Indenture.

*Mortgage Loan Principal Payments.* In the event of a redemption from Mortgage Loan Principal Payments, the Trustee shall select the particular Series 2019A Bonds to be redeemed as follows:

- (a) the Trustee shall redeem the Premium PAC Term Bonds, but only to the extent that the Outstanding Principal Amount of such Premium PAC Term Bonds following such redemption is not less than the Premium PAC Term Bonds Outstanding Applicable Amount as of such date;

The Premium PAC Term Bonds Outstanding Applicable Amount is as follows:

Date	Premium PAC Term Bonds Outstanding Applicable Amount
8/29/2019	\$ 73,170,000.00
10/1/2019	73,170,000.00
11/1/2019	73,170,000.00
12/1/2019	73,170,000.00
1/1/2020	73,170,000.00
2/1/2020	73,060,000.00
3/1/2020	72,935,000.00
4/1/2020	72,935,000.00
5/1/2020	72,935,000.00
6/1/2020	72,935,000.00
7/1/2020	72,935,000.00
8/1/2020	72,845,000.00
9/1/2020	71,900,000.00
10/1/2020	71,900,000.00
11/1/2020	71,900,000.00
12/1/2020	71,900,000.00
1/1/2021	71,555,000.00
2/1/2021	71,010,000.00
3/1/2021	69,840,000.00
4/1/2021	69,840,000.00
5/1/2021	69,840,000.00
6/1/2021	69,535,000.00

Premium PAC Term Bonds

Date	Outstanding Applicable Amount
8/1/2021	68,150,000.00
9/1/2021	66,835,000.00
10/1/2021	66,835,000.00
11/1/2021	66,835,000.00
12/1/2021	66,070,000.00
1/1/2022	65,245,000.00
2/1/2022	64,390,000.00
3/1/2022	62,945,000.00
4/1/2022	62,945,000.00
5/1/2022	62,700,000.00
6/1/2022	61,750,000.00
7/1/2022	60,785,000.00
8/1/2022	59,805,000.00
9/1/2022	58,280,000.00
10/1/2022	58,280,000.00
11/1/2022	57,860,000.00
12/1/2022	56,880,000.00
1/1/2023	55,910,000.00
2/1/2023	54,935,000.00
3/1/2023	53,455,000.00
4/1/2023	53,455,000.00
5/1/2023	53,080,000.00
6/1/2023	52,135,000.00
7/1/2023	51,190,000.00
8/1/2023	50,250,000.00
9/1/2023	48,830,000.00
10/1/2023	48,830,000.00
11/1/2023	48,505,000.00
12/1/2023	47,585,000.00
1/1/2024	46,670,000.00
2/1/2024	45,760,000.00
3/1/2024	44,400,000.00
4/1/2024	44,400,000.00
5/1/2024	44,115,000.00
6/1/2024	43,225,000.00
7/1/2024	42,340,000.00
8/1/2024	41,460,000.00
9/1/2024	40,155,000.00
10/1/2024	40,155,000.00
11/1/2024	39,915,000.00
12/1/2024	39,050,000.00
1/1/2025	38,195,000.00
3/1/2025	36,100,000.00
4/1/2025	36,100,000.00
5/1/2025	35,900,000.00
6/1/2025	35,065,000.00
7/1/2025	34,235,000.00
8/1/2025	33,410,000.00
9/1/2025	32,225,000.00
10/1/2025	32,225,000.00
11/1/2025	32,060,000.00
12/1/2025	31,255,000.00
1/1/2026	30,450,000.00
2/1/2026	29,655,000.00
3/1/2026	28,525,000.00

Premium PAC Term Bonds

Date	Outstanding Applicable Amount
5/1/2026	28,395,000.00
6/1/2026	27,615,000.00
7/1/2026	26,840,000.00
8/1/2026	26,070,000.00
9/1/2026	24,995,000.00
10/1/2026	24,995,000.00
11/1/2026	24,895,000.00
12/1/2026	24,145,000.00
1/1/2027	23,390,000.00
2/1/2027	22,645,000.00
3/1/2027	21,625,000.00
4/1/2027	21,625,000.00
5/1/2027	21,555,000.00
6/1/2027	20,825,000.00
7/1/2027	20,095,000.00
8/1/2027	19,380,000.00
9/1/2027	18,415,000.00
10/1/2027	18,415,000.00
11/1/2027	18,380,000.00
12/1/2027	17,675,000.00
1/1/2028	16,970,000.00
2/1/2028	16,275,000.00
3/1/2028	15,370,000.00
4/1/2028	15,370,000.00
5/1/2028	15,355,000.00
6/1/2028	14,670,000.00
7/1/2028	13,990,000.00
8/1/2028	13,315,000.00
10/1/2028	12,470,000.00
11/1/2028	12,470,000.00
12/1/2028	11,825,000.00
1/1/2029	11,170,000.00
2/1/2029	10,515,000.00
3/1/2029	9,720,000.00
4/1/2029	9,720,000.00
5/1/2029	9,720,000.00
6/1/2029	9,130,000.00
7/1/2029	8,490,000.00
8/1/2029	7,860,000.00
9/1/2029	7,120,000.00
10/1/2029	7,120,000.00
11/1/2029	7,120,000.00
12/1/2029	6,575,000.00
1/1/2030	5,960,000.00
2/1/2030	5,345,000.00
3/1/2030	4,665,000.00
4/1/2030	4,665,000.00
5/1/2030	4,665,000.00
6/1/2030	4,155,000.00
7/1/2030	3,560,000.00
8/1/2030	2,970,000.00
9/1/2030	2,340,000.00
10/1/2030	2,340,000.00
11/1/2030	2,340,000.00
12/1/2030	1,880,000.00

Premium PAC Term Bonds	
Date	Outstanding Applicable Amount
2/1/2031	730,000.00
3/1/2031	160,000.00
4/1/2031	160,000.00
5/1/2031	160,000.00
6/1/2031	-

(b) amounts remaining following the redemptions described in clause (a) above shall be applied, unless otherwise directed by a Letter of Instructions accompanied by a Statement of Projected Revenues, (i) first to redeem the Series 2019A Bonds maturing September 1, 2034, and (ii) thereafter, to redeem all other Series 2019A Bonds (other than the Premium PAC Term Bonds) on a proportionate basis until the Outstanding principal amount of all Series 2019A Bonds has been reduced to the Series 2019A Cumulative Applicable Amount as of such date;

The Series 2019A Cumulative Applicable Amount is as follows:

Date	Series 2019A Cumulative Applicable Amount
8/29/2019	166,295,000.00
10/1/2019	166,295,000.00
11/1/2019	166,295,000.00
12/1/2019	166,295,000.00
1/1/2020	166,295,000.00
2/1/2020	166,150,000.00
3/1/2020	165,950,000.00
4/1/2020	165,950,000.00
5/1/2020	165,950,000.00
6/1/2020	165,950,000.00
7/1/2020	165,235,000.00
8/1/2020	164,400,000.00
9/1/2020	162,040,000.00
10/1/2020	162,040,000.00
11/1/2020	161,380,000.00
12/1/2020	160,115,000.00
1/1/2021	158,745,000.00
2/1/2021	157,265,000.00
3/1/2021	154,150,000.00
4/1/2021	154,040,000.00
5/1/2021	152,270,000.00
6/1/2021	150,405,000.00
7/1/2021	148,435,000.00
8/1/2021	146,375,000.00
9/1/2021	142,735,000.00
10/1/2021	142,040,000.00
11/1/2021	139,730,000.00
12/1/2021	137,355,000.00
1/1/2022	134,910,000.00
2/1/2022	132,395,000.00
3/1/2022	128,450,000.00
4/1/2022	127,225,000.00
5/1/2022	124,545,000.00
6/1/2022	121,810,000.00
7/1/2022	119,035,000.00
8/1/2022	116,260,000.00

Series 2019A Cumulative

Date	Applicable Amount
10/1/2022	110,810,000.00
11/1/2022	108,135,000.00
12/1/2022	105,520,000.00
1/1/2023	102,970,000.00
3/1/2023	96,970,000.00
4/1/2023	95,705,000.00
5/1/2023	93,385,000.00
6/1/2023	91,125,000.00
7/1/2023	88,920,000.00
8/1/2023	86,765,000.00
9/1/2023	83,710,000.00
10/1/2023	82,630,000.00
11/1/2023	80,625,000.00
12/1/2023	78,665,000.00
1/1/2024	76,760,000.00
2/1/2024	74,890,000.00
3/1/2024	72,240,000.00
4/1/2024	71,325,000.00
5/1/2024	69,585,000.00
6/1/2024	67,895,000.00
7/1/2024	66,240,000.00
8/1/2024	64,635,000.00
9/1/2024	62,320,000.00
10/1/2024	61,545,000.00
11/1/2024	60,040,000.00
12/1/2024	58,575,000.00
1/1/2025	57,150,000.00
2/1/2025	55,750,000.00
3/1/2025	53,745,000.00
4/1/2025	53,080,000.00
5/1/2025	51,785,000.00
6/1/2025	50,520,000.00
7/1/2025	49,285,000.00
8/1/2025	48,080,000.00
9/1/2025	46,330,000.00
10/1/2025	45,770,000.00
11/1/2025	44,650,000.00
12/1/2025	43,560,000.00
1/1/2026	42,490,000.00
2/1/2026	41,450,000.00
3/1/2026	39,925,000.00
4/1/2026	39,460,000.00
5/1/2026	38,490,000.00
6/1/2026	37,545,000.00
7/1/2026	36,620,000.00
8/1/2026	35,725,000.00
10/1/2026	34,005,000.00
11/1/2026	33,160,000.00
12/1/2026	32,350,000.00
1/1/2027	31,555,000.00
2/1/2027	30,775,000.00
3/1/2027	29,610,000.00
4/1/2027	29,285,000.00
5/1/2027	28,565,000.00
6/1/2027	27,860,000.00

Series 2019A Cumulative

Date	Applicable Amount
8/1/2027	26,505,000.00
9/1/2027	25,485,000.00
10/1/2027	25,220,000.00
11/1/2027	24,595,000.00
12/1/2027	23,985,000.00
1/1/2028	23,390,000.00
2/1/2028	22,815,000.00
3/1/2028	21,925,000.00
4/1/2028	21,710,000.00
5/1/2028	21,170,000.00
6/1/2028	20,645,000.00
7/1/2028	20,135,000.00
8/1/2028	19,635,000.00
9/1/2028	18,855,000.00
10/1/2028	18,675,000.00
11/1/2028	18,205,000.00
12/1/2028	17,755,000.00
1/1/2029	17,315,000.00
2/1/2029	16,885,000.00
3/1/2029	16,205,000.00
4/1/2029	16,065,000.00
5/1/2029	15,660,000.00
6/1/2029	15,270,000.00
7/1/2029	14,890,000.00
8/1/2029	14,515,000.00
9/1/2029	13,920,000.00
10/1/2029	13,805,000.00
11/1/2029	13,460,000.00
12/1/2029	13,120,000.00
1/1/2030	12,795,000.00
2/1/2030	12,475,000.00
3/1/2030	11,950,000.00
5/1/2030	11,560,000.00
6/1/2030	11,270,000.00
7/1/2030	10,990,000.00
8/1/2030	10,715,000.00
9/1/2030	10,255,000.00
10/1/2030	10,075,000.00
11/1/2030	9,820,000.00
12/1/2030	9,570,000.00
1/1/2031	9,325,000.00
2/1/2031	9,085,000.00
3/1/2031	8,790,000.00
4/1/2031	8,630,000.00
5/1/2031	8,405,000.00
6/1/2031	8,195,000.00
7/1/2031	7,980,000.00
8/1/2031	7,775,000.00
9/1/2031	7,535,000.00
10/1/2031	7,380,000.00
11/1/2031	7,190,000.00
12/1/2031	7,010,000.00
1/1/2032	6,825,000.00
2/1/2032	6,645,000.00
3/1/2032	6,450,000.00



Series 2019A Cumulative

Date	Applicable Amount
5/1/2032	6,145,000.00
6/1/2032	5,985,000.00
7/1/2032	5,830,000.00
8/1/2032	5,675,000.00
9/1/2032	5,520,000.00
10/1/2032	5,385,000.00
11/1/2032	5,240,000.00
12/1/2032	5,105,000.00
1/1/2033	4,975,000.00
2/1/2033	4,845,000.00
3/1/2033	4,720,000.00
4/1/2033	4,600,000.00
5/1/2033	4,480,000.00
6/1/2033	4,365,000.00
7/1/2033	4,250,000.00
8/1/2033	4,140,000.00
9/1/2033	4,035,000.00
10/1/2033	3,930,000.00
12/1/2033	3,725,000.00
1/1/2034	3,630,000.00
2/1/2034	3,535,000.00
3/1/2034	3,445,000.00
4/1/2034	3,355,000.00
5/1/2034	3,265,000.00
6/1/2034	3,180,000.00
7/1/2034	3,095,000.00
8/1/2034	3,015,000.00
9/1/2034	2,935,000.00
10/1/2034	2,930,000.00
11/1/2034	2,855,000.00
12/1/2034	2,780,000.00
1/1/2035	2,705,000.00
2/1/2035	2,635,000.00
3/1/2035	2,500,000.00
4/1/2035	2,500,000.00
5/1/2035	2,435,000.00
6/1/2035	2,370,000.00
7/1/2035	2,305,000.00
8/1/2035	2,250,000.00
9/1/2035	2,130,000.00
10/1/2035	2,130,000.00
11/1/2035	2,070,000.00
12/1/2035	2,020,000.00
1/1/2036	1,965,000.00
2/1/2036	1,915,000.00
3/1/2036	1,810,000.00
4/1/2036	1,810,000.00
5/1/2036	1,765,000.00
6/1/2036	1,720,000.00
7/1/2036	1,675,000.00
8/1/2036	1,625,000.00
9/1/2036	1,535,000.00
10/1/2036	1,535,000.00
11/1/2036	1,500,000.00
12/1/2036	1,460,000.00

Series 2019A Cumulative

Date	Applicable Amount
2/1/2037	1,380,000.00
3/1/2037	1,305,000.00
4/1/2037	1,305,000.00
5/1/2037	1,275,000.00
7/1/2037	1,205,000.00
8/1/2037	1,175,000.00
9/1/2037	1,105,000.00
10/1/2037	1,105,000.00
11/1/2037	1,080,000.00
12/1/2037	1,050,000.00
1/1/2038	1,020,000.00
2/1/2038	995,000.00
3/1/2038	935,000.00
4/1/2038	935,000.00
5/1/2038	915,000.00
6/1/2038	895,000.00
7/1/2038	870,000.00
8/1/2038	840,000.00
9/1/2038	790,000.00
10/1/2038	790,000.00
11/1/2038	775,000.00
12/1/2038	755,000.00
1/1/2039	735,000.00
2/1/2039	715,000.00
3/1/2039	665,000.00
4/1/2039	665,000.00
5/1/2039	655,000.00
6/1/2039	640,000.00
7/1/2039	615,000.00
8/1/2039	600,000.00
9/1/2039	560,000.00
10/1/2039	560,000.00
11/1/2039	550,000.00
12/1/2039	535,000.00
1/1/2040	520,000.00
2/1/2040	510,000.00
3/1/2040	470,000.00
4/1/2040	470,000.00
5/1/2040	460,000.00
6/1/2040	450,000.00
7/1/2040	435,000.00
8/1/2040	425,000.00
9/1/2040	395,000.00
10/1/2040	395,000.00
11/1/2040	390,000.00
12/1/2040	380,000.00
2/1/2041	360,000.00
3/1/2041	330,000.00
4/1/2041	330,000.00
5/1/2041	325,000.00
6/1/2041	315,000.00
7/1/2041	305,000.00
8/1/2041	295,000.00
9/1/2041	275,000.00
10/1/2041	275,000.00

Series 2019A Cumulative

Date	Applicable Amount
12/1/2041	265,000.00
1/1/2042	255,000.00
2/1/2042	250,000.00
3/1/2042	225,000.00
4/1/2042	225,000.00
5/1/2042	225,000.00
6/1/2042	215,000.00
7/1/2042	210,000.00
8/1/2042	205,000.00
9/1/2042	190,000.00
10/1/2042	190,000.00
11/1/2042	185,000.00
12/1/2042	180,000.00
1/1/2043	175,000.00
2/1/2043	170,000.00
3/1/2043	155,000.00
4/1/2043	155,000.00
5/1/2043	155,000.00
6/1/2043	150,000.00
7/1/2043	145,000.00
8/1/2043	140,000.00
9/1/2043	125,000.00
10/1/2043	125,000.00
11/1/2043	125,000.00
12/1/2043	120,000.00
1/1/2044	115,000.00
2/1/2044	110,000.00
3/1/2044	105,000.00
4/1/2044	100,000.00
5/1/2044	95,000.00
6/1/2044	95,000.00
7/1/2044	90,000.00
9/1/2044	85,000.00
10/1/2044	85,000.00
11/1/2044	85,000.00
12/1/2044	85,000.00
1/1/2045	85,000.00
2/1/2045	80,000.00
3/1/2045	70,000.00
4/1/2045	70,000.00
5/1/2045	70,000.00
6/1/2045	70,000.00
7/1/2045	70,000.00
8/1/2045	65,000.00
9/1/2045	55,000.00
10/1/2045	55,000.00
11/1/2045	55,000.00
12/1/2045	55,000.00
1/1/2046	50,000.00
2/1/2046	50,000.00
3/1/2046	45,000.00
4/1/2046	45,000.00
5/1/2046	45,000.00
6/1/2046	45,000.00
7/1/2046	40,000.00

Series 2019A Cumulative	
Date	Applicable Amount
9/1/2046	35,000.00
10/1/2046	35,000.00
11/1/2046	35,000.00
12/1/2046	35,000.00
1/1/2047	35,000.00
2/1/2047	30,000.00
3/1/2047	25,000.00
4/1/2047	25,000.00
5/1/2047	25,000.00
6/1/2047	25,000.00
7/1/2047	25,000.00
8/1/2047	25,000.00
9/1/2047	20,000.00
10/1/2047	20,000.00
11/1/2047	20,000.00
12/1/2047	20,000.00
1/1/2048	20,000.00
2/1/2048	20,000.00
4/1/2048	15,000.00
5/1/2048	15,000.00
6/1/2048	15,000.00
7/1/2048	15,000.00
8/1/2048	15,000.00
9/1/2048	10,000.00
10/1/2048	10,000.00
11/1/2048	10,000.00
12/1/2048	10,000.00
1/1/2049	10,000.00
2/1/2049	10,000.00
3/1/2049	5,000.00
4/1/2049	5,000.00
5/1/2049	5,000.00
6/1/2049	5,000.00
7/1/2049	5,000.00
8/1/2049	5,000.00
9/1/2049	5,000.00
10/1/2049	5,000.00
11/1/2049	5,000.00
12/1/2049	5,000.00
1/1/2050	5,000.00
2/1/2050	5,000.00
3/1/2050	-

(c) amounts remaining following the redemptions described in clauses (a) and (b) above shall be applied, unless otherwise directed by a Letter of Instructions accompanied by a Statement of Projected Revenues, (i) first to redeem the Series 2019A Bonds maturing September 1, 2034, and (ii) thereafter to redeem all other Series 2019A Bonds, including Premium PAC Term Bonds, on a proportionate basis after taking into account the amounts applied to redeem the Series 2019A Bonds pursuant to the above-described redemptions.

If any Series 2019A Bonds are redeemed pursuant to "Special Redemption from Unexpended Proceeds," (other than a De Minimis Special Redemption) the Premium PAC Term Bonds Outstanding

Applicable Amount and the Series 2019A Cumulative Applicable Amount described for each monthly period will be reduced on a proportionate basis.

### ***Special Redemption From Excess Revenues***

The Series 2019A Bonds are subject to redemption prior to maturity and shall be redeemed, in whole or in part, from time to time on or after March 1, 2020, after giving notice as provided in the Trust Indenture, at a Redemption Price equal to one hundred percent (100%) of the principal amount of the Series 2019A Bonds or portions thereof to be redeemed, plus accrued interest to, but not including, the redemption date, from excess Revenues (including Surplus Indenture Revenues whether or not derived in connection with the Series 2019A Bonds).

In general, excess Revenues (including Surplus Indenture Revenues) will consist of funds remaining on each Interest Payment Date, in the case of the Series 2019A Bonds, in the 2019 A Revenue Account of the Revenue Fund after taking into account (1) the provision for payment of Debt Service on the Series 2019A Bonds on such Interest Payment Date, (2) the required transfers of amounts to the 2019 A Redemption Subaccount and the 2019 A Principal Subaccount, and (3) the payment of Department Expenses in accordance with the Trust Indenture, and such excess Revenues will be transferred to the 2019 A Redemption Subaccount and used to redeem Series 2019A Bonds unless otherwise directed by the Department pursuant to a Letter of Instructions accompanied by a Statement of Projected Revenues.

In the event of a redemption from excess Revenues, the Trustee shall apply amounts transferred to the 2019A Redemption Subaccount in accordance with the Trust Indenture to redeem the Outstanding Series 2019A Bonds in the same manner described in "Special Redemption from Mortgage Loan Principal Payments" above, unless otherwise instructed by the Department pursuant to a Letter of Instructions accompanied by a Statement of Projected Revenues.

### ***Optional Redemption***

The Series 2019A Bonds (except for the Premium PAC Term Bonds) are subject to redemption prior to maturity, in whole or in part, at any time and from time to time, on and after September 1, 2028, at the option of the Department after giving notice as provided in the Trust Indenture, at a Redemption Price equal to 100% of the principal amount of such Series 2019A Bonds or portions thereof to be redeemed, plus accrued interest to, but not including, the redemption date.

The Premium PAC Term Bonds are subject to redemption prior to maturity, in whole or in part at any time and from time to time, on and after September 1, 2028, at the option of the Department after giving notice as provided in the Trust Indenture, at the Redemption Prices set forth below (expressed as a percentage of the principal amount to be redeemed), in each case together with interest accrued thereon to the redemption date:

Redemption Period

Redemption Price

If the Premium PAC Term Bonds are redeemed on a date other than a redemption date listed above, the redemption price, as of such redemption date, will be determined by straight-line interpolation between the redemption prices for the redemption dates listed above immediately preceding and succeeding such redemption date.

### ***Mandatory Sinking Fund Redemption***

The Series 2019A Bonds maturing on the respective dates specified below are subject to scheduled mandatory redemption prior to maturity and shall be redeemed after giving notice as provided in the Trust Indenture, in the aggregate principal amounts and on the dates set forth in the following tables, at a redemption price equal to 100% of the principal amount of Series 2019A Bonds or portions thereof to be redeemed, plus accrued interest if any, to, but not including, the redemption date:

#### Term Bonds Maturing September 1, 2034

<u>Date</u>	<u>Principal Amount (\$)</u>	<u>Date</u>	<u>Principal Amount (\$)</u>
3/1/2031	\$ 1,220,000	3/1/2033	\$ 1,300,000
9/1/2031	1,240,000	9/1/2033	1,325,000
3/1/2032	1,265,000	3/1/2034	1,345,000
9/1/2032	1,280,000	9/1/2034*	1,370,000

\*Final Maturity

#### Term Bonds Maturing September 1, 2039

<u>Date</u>	<u>Principal Amount (\$)</u>	<u>Date</u>	<u>Principal Amount (\$)</u>
3/1/2035	\$ 1,395,000	9/1/2037	\$ 1,540,000
9/1/2035	1,420,000	3/1/2038	1,565,000
3/1/2036	1,455,000	9/1/2038	1,595,000
9/1/2036	1,480,000	3/1/2039	1,630,000
3/1/2037	1,510,000	9/1/2039*	1,665,000

\*Final Maturity

#### Term Bonds Maturing September 1, 2044

<u>Date</u>	<u>Principal Amount (\$)</u>	<u>Date</u>	<u>Principal Amount (\$)</u>
3/1/2040	\$ 1,700,000	9/1/2042	\$ 1,885,000
9/1/2040	1,735,000	3/1/2043	1,920,000
3/1/2041	1,770,000	9/1/2043	1,965,000
9/1/2041	1,810,000	3/1/2044	2,005,000
3/1/2042	1,845,000	9/1/2044*	2,050,000

\*Final Maturity

Premium PAC Term Bonds Maturing September 1, 2049

<u>Date</u>	<u>Principal Amount (\$)</u>	<u>Date</u>	<u>Principal Amount (\$)</u>
9/1/2020	\$ 540,000	9/1/2035	\$ 1,180,000
3/1/2021	610,000	3/1/2036	1,205,000
9/1/2021	620,000	9/1/2036	1,235,000
3/1/2022	635,000	3/1/2037	1,265,000
9/1/2022	650,000	9/1/2037	1,295,000
3/1/2023	665,000	3/1/2038	1,325,000
9/1/2023	680,000	9/1/2038	1,355,000
3/1/2024	695,000	3/1/2039	1,385,000
9/1/2024	715,000	9/1/2039	1,410,000
3/1/2025	730,000	3/1/2040	1,445,000
9/1/2025	745,000	9/1/2040	1,480,000
3/1/2026	765,000	3/1/2041	1,515,000
9/1/2026	780,000	9/1/2041	1,550,000
3/1/2027	800,000	3/1/2042	1,585,000
9/1/2027	820,000	9/1/2042	1,620,000
3/1/2028	835,000	3/1/2043	1,660,000
9/1/2028	855,000	9/1/2043	1,695,000
3/1/2029	875,000	3/1/2044	1,735,000
9/1/2029	895,000	9/1/2044	1,775,000
3/1/2030	915,000	3/1/2045	1,820,000
9/1/2030	940,000	9/1/2045	1,860,000
3/1/2031	960,000	3/1/2046	1,905,000
9/1/2031	985,000	9/1/2046	1,945,000
3/1/2032	1,005,000	3/1/2047	1,990,000
9/1/2032	1,030,000	9/1/2047	2,040,000
3/1/2033	1,055,000	3/1/2048	2,085,000
9/1/2033	1,075,000	9/1/2048	2,135,000
3/1/2034	1,100,000	3/1/2049	2,185,000
9/1/2034	1,125,000	9/1/2049*	2,235,000
3/1/2035	1,155,000		

\*Final Maturity

Term Bonds Maturing March 1, 2050

<u>Date</u>	<u>Principal Amount (\$)</u>	<u>Date</u>	<u>Principal Amount (\$)</u>
3/1/2045	\$ 2,095,000	3/1/2048	\$ 2,385,000
9/1/2045	2,145,000	9/1/2048	2,435,000
3/1/2046	2,190,000	3/1/2049	2,490,000
9/1/2046	2,235,000	9/1/2049	2,545,000
3/1/2047	2,285,000	3/1/2050*	3,560,000
9/1/2047	2,330,000		

\*Final Maturity

The principal amount of the Series 2019A Bonds to be redeemed on each such redemption date pursuant to mandatory sinking fund redemption shall be reduced by the principal amount of any Series 2019A Bonds having the same stated maturity and interest rate, which (A) at least 45 days prior to such mandatory sinking fund redemption date, (1) shall have been acquired by the Department and delivered to the Trustee for cancellation, or (2) shall have been acquired and canceled by the Trustee at the direction of the Department, or (3) shall have been redeemed other than pursuant to mandatory sinking fund redemption, and (B) shall have not been previously credited against a scheduled mandatory sinking fund redemption.

### **Selection of Series 2019A Bonds to be Redeemed**

Except as described under "Special Redemption from Mortgage Loan Principal Payments" and "Special Redemption from Excess Revenues," the particular Series 2019A Bonds within a maturity to be redeemed in part shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate. A portion of any Series 2019A Bond may be redeemed, but only in an Authorized Denomination.

### **Notice of Redemption**

The Trustee shall give notice, in the name of the Department, of the redemption of Series 2019A Bonds to the holders thereof, which notice shall specify that the Series 2019A Bonds are to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if less than all of the Series 2019A Bonds are to be redeemed, the letters and numbers or other distinguishing marks, principal amounts, maturity dates and interest rates of such Series 2019A Bonds to be redeemed. Such notice shall further state that on such date there shall become due and payable upon each Series 2019A Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portions of the principal amount thereof, in the case of Series 2019A Bonds to be redeemed in part only, together with interest accrued to but not including the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. If applicable, such notice shall provide that redemption of the Series 2019A Bonds is conditioned upon moneys being available for such purpose on the redemption date.

The Trustee shall mail a copy of such notice by first class mail, postage prepaid, not less than 30 days prior to the redemption date, nor more than 60 days to the holders of any Series 2019A Bonds or portions thereof which are to be redeemed, at the address shown on the registration books maintained by the Trustee.

### **Payment of Redeemed Bonds**

Notice having been given as provided in the Trust Indenture, the Series 2019A Bonds or portions thereof so called for redemption shall become due and payable on the redemption date so designated at the Redemption Price, plus interest accrued and unpaid to the redemption date, and upon the occurrence of any subsequent events or satisfaction of any conditions specified in such notice. If there shall be called for redemption less than all of a Series 2019A Bond, the Department shall execute and the Trustee shall authenticate and deliver, upon the surrender of such Series 2019A Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Series 2019A Bond so surrendered, registered Series 2019A Bonds of the same maturity in any Authorized Denomination. If, on the redemption date, moneys for the redemption of all the Series 2019A Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as specified in the Trust Indenture, then from and after the redemption date interest on the Series 2019A Bonds or portions thereof so called for redemption shall cease to accrue and become payable. If such moneys shall not be available on the redemption date, such



Series 2019A Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

### **Purchase in Lieu of Redemption**

The Trust Indenture permits the purchase of Bonds, including the Series 2019A Bonds, in the open market in lieu of redemption of Bonds. Any such purchase may be at a price no greater than the applicable Redemption Price for such Series 2019A Bonds.

### **Average Life and Prepayment Speeds**

Prepayments on mortgage loans are commonly measured relative to a prepayment standard or model. The SIFMA Prepayment Model represents an assumed monthly rate of prepayment of the then outstanding principal balance of a pool of new mortgage loans. The SIFMA Prepayment Model does not purport to be either an historical description of the prepayment of any pool of mortgage loans or a prediction of the anticipated rate of prepayment of any pool of mortgage loans, including the 2019 A Mortgage Certificates. One hundred percent (100%) of the SIFMA Prepayment Model assumes prepayment rates of 0.2 percent per year of the then unpaid principal balance of such mortgage loans in the first month of the life of the mortgage loans and an additional 0.2 percent per year in each month thereafter (for example, 0.4 percent per year in the second month) until the 30<sup>th</sup> month. Beginning in the 30<sup>th</sup> month and in each month thereafter during the life of the mortgage loans, 100 percent of the SIFMA Prepayment Model assumes a constant prepayment rate of six percent per year. Multiples will be calculated from this prepayment rate speed e.g., 200 percent of the SIFMA Prepayment Model assumes prepayment rates will be 0.4 percent per year on month one, 0.8 percent per year in month two, reaching 12 percent per year in month 30 and remaining constant at 12 percent per year thereafter. The amounts shown in the tables under "THE SERIES 2019A BONDS—Redemption Provisions" below for Premium PAC Term Bonds Outstanding Applicable Amount and for Series 2019A Cumulative Applicable Amount are based on many assumptions, including (i) receipt of prepayments on the 2019 A Mortgage Loans equal to 100 percent of SIFMA's standard prepayment model (as further described below) (the "SIFMA Prepayment Model") in the case of Premium PAC Term Bonds Outstanding Applicable Amount and 400 percent of the SIFMA Prepayment Model in the case of the Series 2019A Cumulative Outstanding Applicable Amount; and (ii) that 100 percent of the moneys on deposit in the 2019 A Mortgage Loan Account attributable to the proceeds of the Series 2019A Bonds will be used to purchase 2019 A Mortgage Certificates.

The following table assumes, among other things, that (i) all amounts in the 2019 A Mortgage Loan Account will be used to purchase 2019 A Mortgage Loans; (ii) 2019 A Mortgage Loans will be purchased on average on \_\_\_\_\_, \_\_\_\_; (iii) 2019 A Mortgage Loans will have an original term of 30 years; (iv) 2019 A Mortgage Loans will have an average interest rate of \_\_\_\_\_% per annum and an average pass through rate of \_\_\_\_\_%; (v) Trustee's fees will be .02% per annum of Series 2019A Bonds outstanding with an annual minimum of \$3,500; (vi) 2019 A Mortgage Loans prepay at the indicated percentage of the SIFMA Prepayment Model; (vii) all 2019 A Mortgage Loans are pooled and assigned to GNMA upon the issuance to the Trustee of GNMA Securities and payments on such Mortgage Certificates are timely made and used on a timely basis to redeem the Series 2019A Bonds; (viii) the Series 2019A Bonds are not redeemed pursuant to optional redemption or unexpended proceeds redemption; (ix) no amounts allocable to any other series of Bonds are used to cross-call the Series 2019A Bonds and no amounts allocable to the Series 2019A Bonds are used to cross-call any other series of Bonds; (x) the Investment Securities held in the 2019 A Mortgage Loan Account will pay interest at the rate of 0% per annum and the Investment Securities held in the Revenue Fund will pay interest at the rate of 0% per annum for the first three years and 0.05% per annum thereafter; (xi) Series 2019A Bonds will be redeemed as described under "Special Redemption From Mortgage Loan Principal Payments" above, assuming Series 2019A Bonds are redeemed monthly and (xii) Series 2019 A Bonds will be redeemed semi-annually as described under "Special Redemption From Excess Revenues" above.

Based on the foregoing and other assumptions, some or all of which may not reflect actual experience, the table below indicates the projected weighted average lives of the Premium PAC Term Bonds and the Premium Term Bonds.

Projected Weighted Average Life (in Years) <sup>(1)</sup>

SIFMA Prepayment Model	Term Bonds Due 9/1/2034	Term Bonds Due 9/1/2039	Term Bonds Due 9/1/2044	Term Bonds Due 3/1/2050	Premium PAC Term Bonds Due 9/1/2049 (Optional Call not Exercised)	Premium PAC Term Bonds Due 9/1/2049 (Optional Call Exercised)
0%	13.3	17.8	22.8	27.8	16.9	8.2
50%	13.3	17.8	22.1	24.3	8.5	6.8
75%	13.0	17.2	20.2	21.3	6.6	6.1
100%	9.1	16.3	18.4	18.9	5.9	5.6
125%	3.6	15.3	16.8	17.0	5.9	5.6
150%	2.6	13.7	14.7	14.8	5.9	5.6
175%	2.2	12.3	12.9	12.9	5.9	5.6
200%	2.0	11.0	11.4	11.4	5.9	5.6
300%	1.5	7.2	7.2	7.2	5.9	5.6
400%	1.4	4.8	4.7	4.7	6.0	5.7
500%	1.2	4.7	4.7	4.7	4.4	4.3

<sup>(1)</sup>The weighted average life of a bond is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance of the bonds to the related principal payment date, (ii) adding the results and (iii) dividing the sum by the total principal paid on the bond.

In addition to the table above, APPENDIX G sets forth a table of additional average life-related data at various prepayment speeds.

The holder of less than all of the Outstanding principal amount of a Premium PAC Term Bond or a Premium Term Bond may not achieve the results indicated above. The Department does not undertake to update this table or any other projections contained in this Official Statement based on the Department's actual experience with respect to repayment and prepayment of the Series 2019A Bonds.

The SIFMA Prepayment Benchmark does not purport to be a prediction of the anticipated rate of Prepayments of the 2019 A Mortgage Loans, and there is no assurance that the prepayments of the 2019 A Mortgage Loans will conform to any of the assumed prepayment rates. See "BONDHOLDER RISKS" herein for a discussion of certain factors that may affect the rate of Prepayments of the 2019 A Mortgage Loans. The Department makes no representation as to the percentage of the principal balance of the 2019 A Mortgage Loans that will be paid as of any date or as to the overall rate of prepayment.

The achievement of certain results or other expectations contained in this section involves known and unknown risks, uncertainties and other factors which may cause actual results, performance or achievements described to be materially different from any future results, performance or achievements expressed or implied in this section. The Department does not expect or intend to issue any updates or revisions to this section if or when its expectations, or events, conditions or circumstances on which such statements are based, occur or fail to occur.

## SECURITY FOR THE BONDS

### Pledge of Trust Indenture

The Bonds, including the Series 2019A Bonds, are equally and ratably secured by the Trust Indenture for the equal benefit, protection and security of the owners of the Bonds, each of which, regardless of time of issuance or maturity, is to be of equal rank without preference, priority or distinction, except as otherwise provided in the Trust Indenture.

Principal or Redemption Price of and interest on all Bonds are payable solely from and are secured by a pledge of and lien on the Trust Estate, which consists generally of the Revenues, Mortgages, Mortgage Loans (including Mortgage Certificates), money, and Investment Securities held in the Funds (excluding the Rebate Account, the Swap Agreement Termination Payment Subaccount and the Swap Agreement Termination Receipt Subaccount of the Surplus Revenues Account of the Revenue Fund and the Policy Payments Account), and other property pledged under the Trust Indenture and any Supplemental Indenture. Revenues include all payments with respect to the Mortgage Loans (net of servicing, accounting and collection fees) which include Mortgage Certificates (net of servicing and guaranty fees) and the earnings on investments of amounts held under the Trust Indenture and any supplemental indenture. Revenues do not include Swap Agreement Periodic Receipts or Swap Agreement Termination Receipts, payments made in order to obtain or maintain mortgage insurance and fire and other hazard insurance with respect to Mortgage Loans (including Mortgage Certificates), and any payments required to be made with respect to Mortgage Loans (including Mortgage Certificates) for taxes, other governmental charges, and other similar charges customarily required to be escrowed on mortgage loans or commitment fees or other financing charges paid by a Mortgage Lender or the Master Servicer to the Department in connection with a commitment to sell and deliver Mortgage Loans (including Mortgage Certificates) to the Department. Swap Agreement Periodic Receipts will be available to pay Debt Service on the Bonds. Bondholders have no rights to or lien on the Swap Agreements.

**The Series 2019A Bonds are limited obligations of the Department and are payable solely from the Revenues and funds pledged for the payment thereof as more fully described herein. Neither the State nor any agency of the State, other than the Department, nor the United States of America nor any agency, department or other instrumentality thereof, including Ginnie Mae, Freddie Mac, and Fannie Mae, is obligated to pay the principal or Redemption Price of, or interest on, the Series 2019A Bonds. Neither the faith and credit nor the taxing power of the State or the United States of America is pledged, given or loaned to such payment. The Department has no taxing power. Ginnie Mae, Freddie Mac and Fannie Mae guarantee only the payment of the principal of and interest on the Ginnie Mae Certificates, Freddie Mac Certificates and Fannie Mae Certificates, respectively, when due and do not guarantee the payment of the Series 2019A Bonds or any other obligations issued by the Department.**

### Certain Information as to Revenues, Investments, Debt Service and Department Expenses

On the basis of the Statement of Projected Revenues prepared in connection with the issuance of the Series 2019A Bonds, as discussed below, the Department expects that the scheduled payments, together with prepayments received, if any, of the principal of and interest on the Mortgage Loans and the Mortgage Certificates and amounts held under the Trust Indenture and the earnings thereon, will be sufficient to pay the principal or Redemption Price of and interest on the Series 2019A Bonds and all other Outstanding Bonds when due. In arriving at the foregoing conclusions, the Department has taken into account all Prior Bonds but has not considered the issuance of other additional Bonds or the application or investment of the proceeds thereof. Since additional Bonds issued under the Trust Indenture will rank equally and ratably

with the Series 2019A Bonds with respect to the security afforded by the Trust Indenture, the availability of money for repayment thereof could be significantly affected by the issuance, application and investment of proceeds of additional Bonds. See "Additional Bonds."

### **Statement of Projected Revenues**

The Department is required to prepare periodically a statement comparing estimates of Revenues with the Debt Service requirements and estimated Department Expenses with respect to outstanding Bonds (the "Statement of Projected Revenues"). The Statement of Projected Revenues is required to be prepared as a condition to the issuance of Bonds and annually within 180 days after each August 31. A Statement of Projected Revenues is also required to be prepared semiannually at any time that unexpended Bond proceeds remain on deposit in the Mortgage Loan Fund to the extent reasonably necessary to reflect the actual application of amounts therein, the expiration or other termination or alteration of any commitment for the acquisition or refinancing of Mortgage Loans or any revised estimates with respect thereto.

The Department has covenanted that during such time as it is not meeting the Asset Test (as described herein under "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE – The Trust Indenture – Revenue Fund"), the Department may only direct the Trustee (i) to transfer Surplus Indenture Revenues to the Mortgage Loan Fund or the Redemption Account of the Debt Service Fund; (ii) to invest the Surplus Indenture Revenues in Investment Securities; or (iii) if the Department shall have on file with the Trustee a Statement of Projected Revenues, projecting that Revenues to the extent deemed available or to be available to pay Department Expenses and aggregate Debt Service, including Swap Agreement Periodic Payments, will be sufficient to pay Department Expenses and aggregate Debt Service, including Swap Agreement Periodic Payments, when due in the then current and each succeeding Bond Year, and as of the date of such Statement of Projected Revenues the Department Assets are at least equal to one hundred percent (100%) of the aggregate principal amount of Bonds then Outstanding, to use Surplus Indenture Revenues to pay principal, interest and redemption price on Junior Lien Bonds or to establish and maintain reserves or other funds and accounts as provided in the indenture or indentures authorizing such Junior Lien Bonds.

At the end of any Bond Year, if the Department meets the Asset Test, the Department may apply any Surplus Indenture Revenues (in excess of those required to be maintained under the Trust Indenture in order to permit the Department to continue to meet the Asset Test):

(i) to the trustee under the Junior Lien Trust Indenture to be used to originate mortgage loans as described in the Trust Indenture, to reimburse a bond insurer or credit provider for amounts provided under a bond insurance policy or other credit support or to originate junior lien mortgage loans;

(ii) to pay principal, interest and redemption premium on Junior Lien Bonds or to establish and maintain reserves or other funds and accounts as provided in the indenture authorizing Junior Lien Bonds;

(iii) (a) subject to the provisions of the Trust Indenture or any Supplemental Indenture to the redemption of Bonds and in the case of the Series 2019A Bonds only on and after the optional redemption date; (b) to the payment of any Department Expenses; (c) to the establishment of reserves therefor, free and clear of the pledge and lien of the Trust Indenture; or (d) to the purchase of Bonds; and

(iv) any other purpose or payment authorized or required by the Act free and clear of the pledge and lien of the Trust Indenture; provided, however, that no such amounts may be applied in any way which would result in less than ninety percent (90%) of all amounts received by the Department with respect to the Mortgage Loans being used for the following purposes: (v) to pay the principal or Redemption Price of or interest on or purchase or otherwise to service the Bonds; (w) to reimburse the Department for

Department Expenses, or to pay, for costs of issuance; (x) to reimburse the Department, or to pay for administrative or other costs or anticipated future losses directly related to the Program; (y) to acquire Mortgage Loans or other loans or mortgages financing residential real property in the State; and (z) to redeem or retire obligations of the Department.

### **Additional Bonds**

Various series of Bonds, including refunding Bonds, may be issued as provided in the Trust Indenture on a parity with the Bonds of all other series, secured by a pledge of and lien on the Trust Estate. As a condition to the issuance of additional Bonds, including refunding Bonds, the Department must deliver various items to the Trustee including an opinion of Bond Counsel to the effect that, among other things, the series of Bonds is legally issued in accordance with the Trust Indenture and the Act. The Department must also deliver a Statement of Projected Revenues which gives effect to the issuance of such additional Bonds, including refunding Bonds, and demonstrates that (i) the estimated Revenues and any other revenues, investment income or moneys reasonably estimated by the Department to be available for the payment of aggregate Debt Service, including Swap Agreement Periodic Payments, for all Outstanding Bonds when due will be sufficient to pay the aggregate Debt Service for all Outstanding Bonds, including Swap Agreement Periodic Payments, and (ii) the remaining balance of the scheduled and estimated Revenues and other revenues, investment income or moneys reasonably estimated by the Department to be available to pay budgeted or estimated Department Expenses allocable by the Department to the Outstanding Bonds, the Trust Indenture and the Department's programs under the Trust Indenture will be sufficient to pay such budgeted or estimated Department Expenses. No additional parity Bonds may be issued unless, upon the issuance of such Bonds, the amounts credited to the Debt Service Reserve Account will be sufficient to maintain its requirements. The Department has reserved the right to adopt one or more additional general bond indentures and to issue other obligations, such as the Junior Lien Bonds, payable from sources other than the Trust Estate and has also reserved the right to issue obligations other than the Bonds, payable from the Trust Estate, including the Revenues, if the pledge of and lien on the Trust Estate and the Revenues securing such obligations is junior to or subordinate to the pledge of and lien on the Trust Estate and the Revenues securing the Bonds.

## **BONDHOLDER RISKS**

### **Non-Origination of Mortgage Loans**

One of the principal factors in originating Mortgage Loans is the availability of funds to make such loans at interest rates and on other terms that prospective borrowers can afford and will find attractive. The Department has determined that there is a shortage of funds in the State to make such loans at interest rates and on terms that a substantial number of potential borrowers within the State can afford. Should mortgage interest rate levels decline, or should one or more alternative governmental programs become available at below market rates, mortgage loans could become available at rates competitive with or lower than the rate specified for the Mortgage Loans, and the total amount of Mortgage Loans anticipated to be originated under the Program may not be so originated.

Non-origination may also be effected by other programs of the Department as described in "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Other Department Programs."

The failure to originate Mortgage Loans, or the inability to deliver Mortgage Certificates to the Trustee in the amounts contemplated by this financing, will result in redemption of the Series 2019A Bonds prior to their maturity. See "THE SERIES 2019A BONDS—Redemption Provisions – Special Redemption from Unexpended Proceeds of Series 2019A Bonds."

## **[Termination of Mortgage Loans and Mortgage Certificates]**

### **Mortgage Loan Principal Prepayments**

The Department anticipates that the Trustee will receive Mortgage Loan Principal Prepayments on the Mortgage Certificates. Mortgage Loan Principal Prepayments are usually the result of the resale of the premises securing a Mortgage Loan or the refinancing of a Mortgage Loan due to changes in mortgage interest rates. Therefore, economic and financial market conditions may have a significant short-term effect on the rate of prepayments. The Department is not aware of any means which would allow it to accurately predict the actual level of prepayments it will receive from the Mortgage Certificates. Mortgage Loan Principal Prepayments on the Mortgage Certificates will be applied to the prepayment of the Series 2019A Bonds at 100% of the principal amount thereof, but without any redemption premium. See "THE SERIES 2019A BONDS—Redemption Provisions—Special Redemption from Mortgage Loan Principal Payments."

### **Risk of Non-Payment Due to Bank Bond Acceleration**

The Department's ability to pay the debt service on Bonds may be negatively impacted by the inability to remarket variable rate Prior Bonds. As of April 30, 2019, variable rate Prior Bonds comprise approximately 17% of the Department's bonded debt under the Trust Indenture. As of April 30, 2019, the Department has no unremarketed outstanding Bank Bonds. For purposes of this section, the term "Bank Bonds" means Prior Bonds purchased by the Texas Comptroller of Public Accounts (the "Comptroller") as provider of the Prior Liquidity Facilities (as hereinafter defined). As Bank Bonds, the terms of such Bank Bonds have more onerous interest rates and/or principal repayment schedules.

In connection with all of the Department's variable rate Prior Bonds, the Department has replaced the original liquidity facilities with liquidity facilities provided by the Comptroller (each, a "Prior Liquidity Facility"). The Prior Liquidity Facilities expire on **[August 31, 2019]**. There is no assurance that the Department will be able to secure substitute liquidity or extend the Prior Liquidity Facilities. Failure to do either may have an adverse effect on the ability of the Trust Indenture to generate revenues sufficient to pay principal of and interest on the Series 2019A Bonds.

### **Swap Basis Risk**

In connection with the issuance of certain Prior Bonds, the Department entered into the Prior Swap Agreements. Pursuant to the Prior Swap Agreements, the Department will pay the Prior Swap Providers payments computed at a fixed rate based on notional amounts which correspond to the outstanding principal balances of the Prior Bonds associated with the respective Prior Swap Agreements, and the Prior Swap Providers will pay the Department payments computed based on variable rate indices on the same notional amounts. The variable rate used under each of the Prior Swap Agreements is based on specified percentages of LIBOR, which is intended to approximate the variable interest rate on the Prior Bonds associated with the Prior Swap Agreements. Unlike LIBOR, however, the interest on the Prior Bonds associated with the Prior Swap Agreements, is excludable from gross income for federal income tax purposes; therefore, one of the primary determinants of any changes to the relationship between the variable rate index used under the Prior Swap Agreements and the interest rates on the Bonds associated with the Prior Swap Agreements is expected to include, among other factors, any changes to the top marginal rate of federal income taxation. Payments to the Department under the Prior Swap Agreements may exceed, equal or be less than the Department's interest obligation on the Bonds associated with the Prior Swap Agreements. Regardless of the amount of moneys received under the Prior Swap Agreements, the Department is obligated to make interest payments on variable rate Prior Bonds at rates that are determined by the respective Remarketing Agents. Any mismatch

between Prior Bond interest payments associated with the Prior Swap Agreements and the payments due under the Prior Swap Agreements could cause financial losses under the Trust Indenture. See " APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Prior Swap Agreements" and Note 5 of "AUDITED FINANCIAL STATEMENTS OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS REVENUE BOND PROGRAM FOR THE FISCAL YEAR ENDED AUGUST 31, 2018" as incorporated by reference. See "FINANCIAL STATEMENTS."

### **Swap Termination Risk**

Under certain circumstances, including certain events of default with respect to the Department or the Prior Swap Providers, the Prior Swap Agreements may be terminated in whole or in part prior to maturity. Following termination, if any, of the Prior Swap Agreements, under certain market conditions, the Department could owe a termination payment to the respective Prior Swap Providers which could be substantial. Such termination payment will be payable from amounts pledged under the Trust Indenture, subject and subordinate to (i) the payment or provision of arbitrage rebate; (ii) expenses and compensation of the Trustee; (iii) the payment of principal and interest on all Bonds and Junior Lien Bonds, if any, the payment of regularly scheduled payments under the Prior Swap Agreements, and (iv) required replenishment of the Debt Service Reserve Fund, if any. A bond insurer has issued a swap insurance policy insuring the scheduled fixed payments from the Department for the Prior Swap Agreement pertaining to the Department's Single Family Variable Rate Mortgage Revenue Refunding Bonds, 2004 Series B. The Department's obligation to reimburse the bond insurer, if any, and to pay any Prior Swap Provider that is owed a termination payment is subordinate to scheduled payment of principal of and interest on all Bonds and Junior Lien Bonds, if any, the payment of regularly scheduled payments under the Prior Swap Agreements, and any required replenishment of the Debt Service Reserve Fund.

As of April 30, 2019, the Department estimates that the aggregate termination payments that would have been owed by the Department to the Prior Swap Providers were the Prior Swap Agreements terminated as of such date is approximately \$5,210,055 million; however such estimate is by no means incontrovertible as the actual termination payment, were the Prior Swap Agreements to be terminated, would likely be subject to different valuations from the Prior Swap Providers. For more detailed information concerning "fair value" estimations for each Prior Swap Agreement see " APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Prior Swap Agreements" and Note 5 of "AUDITED FINANCIAL STATEMENTS OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS REVENUE BOND PROGRAM FOR THE FISCAL YEAR ENDED AUGUST 31, 2018" as incorporated by reference. See "FINANCIAL STATEMENTS."

### **Availability of Remedies**

The remedies available to the owners of the Series 2019A Bonds upon an Event of Default under the Trust Indenture or other documents described herein are in certain respects dependent upon regulatory and judicial actions which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, including specifically Title 11 of the United States Code, the remedies specified by the federal bankruptcy laws, the Trust Indenture and the various Program documents may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2019A Bonds will, therefore, be qualified, as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency, or other similar laws

affecting the rights of creditors generally and by general principles of equity which permit the exercise of judicial discretion, and by principles of sovereign immunity.

## **THE DEPARTMENT**

### **General**

The Department, a public and official agency of the State of Texas (the "State") was created pursuant to and in accordance with Chapter 2306, Texas Government Code, as amended from time to time (together with other laws of the State applicable to the Department, the "Act"). The Department is the successor agency to the Texas Housing Agency (the "Agency") and the Texas Department of Community Affairs (the "TDCA"), both of which were abolished by the Act and their functions and obligations transferred to the Department. One of the purposes of the Department 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 Department may issue bonds, notes or other obligations to finance or refinance residential housing and to refund bonds previously issued by the Agency, the Department or certain other quasi-governmental issuers. The Act specifically provides that the revenue bonds of the Agency become revenue bonds of the Department.

The Department 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 Department in existence until September 1, 2011. House Bill 3361 extended the existence of the Department 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 that the State will not limit or alter the rights vested in the Department 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.

### **Governing Board**

The Department 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 and neither office-holder must be a Board member) to perform the duties prescribed by the Board.

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 on January 31, 2021.

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

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

SHARON THOMASON, Board Member. President of S Arthur Services, Lubbock, Texas. Her term expires January 31, 2021.

ASUSENA RESÉNDIZ, Board Member. Member of U.S. Global Leadership Coalition Texas Advisory Board. Her term expired January 31, 2019.

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

All of the above Board members have been appointed by the Governor and confirmed by the State Senate. 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 Department 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 Department and its personnel. The Executive Director may, within the limitations established by the General Appropriations Act, employ other employees necessary for the discharge of the duties of the Department, subject to the annual budget and the provisions of any resolution authorizing the issuance of the Department's bonds.

Currently, the Department has 290 employees. The following is a biographical summary of certain of the Department's senior staff members who have responsibility with respect to single-family housing matters.

DAVID CERVANTES, Acting Director / Director of Administration. Mr. Cervantes was recently appointed by the Governing Board to serve as Acting Director at the Board meeting of November 8, 2018. During his 30-year-plus tenure with Texas state government, Mr. Cervantes has been responsible for the overall administrative and fiscal management, accounting and financial reporting for the Issuer. In his role as Director of Administration, Mr. Cervantes oversees an agency budget of \$28 million annually and manages the divisions of Financial Administration, Information Systems (including Information Technology security), and Human Resources. The Issuer's Financial Administration Division includes Accounting Operations, Financial Services, Budget, Payroll, Travel, Purchasing and Staff Services. The

Division is also responsible for the coordination of information and planning related to the state budget/appropriations process. The annual financial audit, conducted by an independent auditor, is facilitated through the Financial Administration Division; in conjunction with Bond Finance, this Division monitors the financial status of the bonds and performs all responsibilities of the Department in accordance with the bond covenants stated in the bonds' legal documents. Mr. Cervantes received his Bachelor of Business Administration in Accounting and his Master of Business Administration from Southwest Texas State University. He is a member of the Government Finance Officers' Association and a graduate of the 2002 inaugural class of the Texas Fiscal Officers' Academy.

MONICA GALUSKI, Director of Bond Finance and Chief Investment Officer. Ms. Galuski joined the Department in 2014. She has 20 years of experience in municipal housing finance in both the public and private sectors. Ms. Galuski oversees the Department's TBA program, single family bond program, multifamily bond program, and homeownership activities. Ms. Galuski received a Bachelor of Science in Financial Management from Arizona State University.

CATHY GUTIERREZ, Director of the Texas Homeownership Division. Cathy began her career at the Texas Department of Housing and Community Affairs in 1992. Her first position was with the Finance and Accounting Division in Loan Administration and progressed through several positions in the Community Affairs, Housing Finance, and HOME Divisions. In 2003 she joined the Texas Homeownership Division. During her 12 year tenure in the Division, Cathy served as the Business Development Officer and Program Manager, assisting in new program structure, marketing, lender and Realtor trainings, business development, lender participation process, and consumer related inquires. In April 2015, Cathy became the Director of the Texas Homeownership Division. She is responsible for the development and administration of the Single Family Homeownership and Mortgage Credit Certificate programs.

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.

## **TAX MATTERS**

**The following discussion of certain federal income tax considerations is for general information only and is not tax advice. Each prospective purchaser of the Series 2019A Bonds should consult its own tax advisor as to the tax consequences of the acquisition, ownership and disposition of the Series 2019A Bonds.**

### **Tax Exemption**

In the opinion of Bracewell LLP, Bond Counsel, subject to certain conditions set forth in the opinion and under existing law, (i) interest on the Series 2019A Bonds is excludable from gross income for federal income tax purposes and (ii) interest on the Series 2019A Bonds is not a specific preference item subject to the alternative minimum tax. A copy of the proposed form of opinion of Bond Counsel is attached hereto as APPENDIX C.

The Code imposes a number of requirements that must be satisfied in order for interest on state or local obligations, such as the Series 2019A Bonds, to be excludable from gross income for federal income tax purposes. These requirements include the various mortgage eligibility, arbitrage, targeted area, recapture, use of proceeds and information reporting requirements discussed more fully below

under the caption "Federal Income Tax Requirements." The Department has covenanted in the Trust Indenture that it will comply with these requirements.

Bond Counsel's opinion will assume continuing compliance with the procedures, safeguards and covenants of the Master Servicer and the covenants of the Department in the Trust Indenture and the Program Agreements pertaining to those sections of the Code that affect the excludability of the interest on the Series 2019A Bonds from gross income for federal income tax purposes, and in addition, will rely on representations by the Department, the Department's Financial Advisor, the Master Servicer, the Mortgage Lenders and the Underwriters with respect to matters solely within the knowledge of the Department, the Department's Financial Advisor, the Master Servicer, the Mortgage Lenders and the Underwriters, respectively, which representations Bond Counsel has not independently verified. If the Department, a Mortgage Lender, or the Master Servicer fails to comply with such procedures, safeguards and covenants or if such representations should be determined to be inaccurate or incomplete, interest on the Series 2019A Bonds could become includable in gross income from the date of original delivery thereof, regardless of the date on which the event causing such inclusion occurs.

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, acquisition, ownership or disposition of the Series 2019A Bonds.

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 its 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 Internal Revenue Service (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 as to whether or not the Service will commence an audit of the Series 2019A Bonds. If an audit is commenced, in accordance with its current published procedures, the Service is likely to treat the Department as the taxpayer and the Owners may not have a right to participate in such audit. Public awareness of any future audit of the Series 2019A Bonds could adversely affect the value and liquidity of the Series 2019A Bonds, regardless of the ultimate outcome of the audit.

### **Collateral Tax Consequences**

Prospective purchasers of the Series 2019A 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 Series 2019A Bonds. These categories of prospective purchasers should consult their own tax advisors as to the applicability of these consequences. Prospective purchasers of the Series 2019A Bonds should also be aware that, under the Code, taxpayers are required to report on their

returns the amount of tax-exempt interest, such as interest on the Series 2019A Bonds, received or accrued during the year.

### **Tax Accounting Treatment of Original Issue Premium**

The issue price of the Series 2019A Bonds may exceed the stated redemption price payable at maturity of such Series 2019A Bonds. Such Series 2019A Bonds (the "Premium Bonds") are considered for federal income tax purposes to have "bond premium" equal to the amount of such excess. The basis of a Premium Bond in the hands of an initial owner is reduced by the amount of such excess that is amortized during the period such initial owner holds such Premium Bond in determining gain or loss for federal income tax purposes. This reduction in basis will increase the amount of any gain or decrease the amount of any loss recognized for federal income tax purposes on the sale or other taxable disposition of a Premium Bond by the initial owner. No corresponding deduction is allowed for federal income tax purposes for the reduction in basis resulting from amortizable bond premium. The amount of bond premium on a Premium Bond that is amortizable each year (or shorter period in the event of a sale or disposition of a Premium Bond) is determined using the yield to maturity on the Premium Bond based on the initial offering price of such Premium Bond.

The federal income tax consequences of the purchase, ownership and redemption, sale or other disposition of Premium Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of Premium Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of amortized bond premium upon the redemption, sale or other disposition of a Premium Bond and with respect to the federal, state, local, and foreign tax consequences of the purchase, ownership, and sale, redemption or other disposition of such Premium Bonds.

### **Tax Accounting Treatment of Original Issue Discount**

The issue price of all or a portion of the Series 2019A Bonds may be less than the stated redemption price payable at maturity of such Series 2019A Bonds (the "OID Bonds"). In such case, the difference between (i) the amount payable at the maturity of each OID Bond, and (ii) the initial offering price to the public of such OID Bond constitutes original issue discount with respect to such OID Bond in the hands of any owner who has purchased such OID Bond in the initial public offering of the Series 2019A Bonds. Generally, such initial owner is entitled to exclude from gross income (as defined in Section 61 of the Code) an amount of income with respect to such OID Bond equal to that portion of the amount of such original issue discount allocable to the period that such OID Bond continues to be owned by such owner. Because original issue discount is treated as interest for federal income tax purposes, the discussions regarding interest on the Series 2019A Bonds under the captions "TAX MATTERS – Tax Exemption" and "TAX MATTERS – Additional Federal Income Tax Considerations – Collateral Tax Consequences" and "– Tax Legislative Changes" generally apply and should be considered in connection with the discussion in this portion of the Official Statement.

In the event of the redemption, sale or other taxable disposition of such OID Bond prior to stated maturity, however, the amount realized by such owner in excess of the basis of such OID Bond in the hands of such owner (adjusted upward by the portion of the original issue discount allocable to the period for which such OID Bond was held by such initial owner) is includable in gross income.

The foregoing discussion assumes that (i) the Underwriter has purchased the Series 2019A Bonds for contemporaneous sale to the public and (ii) all of the Series 2019As Bonds have been initially offered, and a substantial amount of each maturity thereof has been sold, to the general public in arm's-length transactions for a price (and with no other consideration being included) not more than the initial offering prices thereof stated on the inside cover page of this Official Statement. Neither the Department

nor Bond Counsel has made any investigation or offers any comfort that the OID Bonds will be offered and sold in accordance with such assumptions.

Under existing law, the original issue discount on each OID Bond accrues daily to the stated maturity thereof (in amounts calculated as described below for each six-month period ending on the date before the semiannual anniversary dates of the date of the Series 2019A Bonds and ratably within each such six-month period) and the accrued amount is added to an initial owner's basis for such OID Bond for purposes of determining the amount of gain or loss recognized by such owner upon the redemption, sale or other disposition thereof. The amount to be added to basis for each accrual period is equal to (i) the sum of the issue price and the amount of original issue discount accrued in prior periods multiplied by the yield to stated maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) less (ii) the amounts payable as current interest during such accrual period on such Series 2019A Bond.

The federal income tax consequences of the purchase, ownership, and redemption, sale or other disposition of OID Bonds that are not purchased in the initial offering at the initial offering price may be determined according to rules that differ from those described above. All owners of OID Bonds should consult their own tax advisors with respect to the determination for federal, state, and local income tax purposes of interest accrued upon redemption, sale or other disposition of such OID Bonds and with respect to the federal, state, local and foreign tax consequences of the purchase, ownership, redemption, sale or other disposition of such OID Bonds.

## **Tax Legislative Changes**

Current law may change so as to directly or indirectly reduce or eliminate the benefit of the excludability of interest on the Series 2019A Bonds from gross income for federal income tax purposes. Any proposed legislation, whether or not enacted, could also affect the value and liquidity of the Series 2019A Bonds. Prospective purchasers of the Series 2019A Bonds should consult with their own tax advisors with respect to any recently-enacted, proposed, pending or future legislation.

## **Federal Income Tax Requirements**

### *General*

Sections 103 and 143 of the Code and applicable regulations thereunder provide that the interest on bonds the proceeds of which are used directly or indirectly to finance owner-occupied residences, will not be excludable from gross income for federal income tax purposes unless such bonds are part of a "qualified mortgage issue." A "qualified mortgage issue" must meet the following requirements: (i) all proceeds of the issue (exclusive of issuance costs and a reasonably required reserve fund) are to be used to finance owner-occupied residences, (ii) the mortgages financed by the issue satisfy certain mortgage eligibility requirements, as set forth more fully below under the subheading "Mortgage Eligibility Requirements," (iii) certain arbitrage limitations described more fully below under the subheading "Requirements Related to Arbitrage" must be satisfied, (iv) a specified portion of the lendable proceeds of such issue must be made available for a minimum period of time for owner financing of residences located within certain targeted areas, as described more fully below under the subheading "Targeted Area Requirement," (v) mortgagors must be informed regarding the recapture of a portion of the proceeds from the disposition of certain residences, as described more fully below under the subheading "Recapture Requirements," (vi) the issue must not meet the private business tests, as described more fully below under the subheading "Private Business Use Limitations," (vii) amounts received as repayment of principal on the Mortgage Loans ten years after the date of issuance of the bonds must be used to redeem bonds that are part of the issue, as described more fully under the subheading "Redemption

Requirements" below and (vii) the issue must meet certain reporting requirements, as set forth more fully below under the subheading "Reporting Requirements."

In addition, to be "qualified mortgage bonds," the bonds must be approved by (i) the Governing Board of the Department and (ii) an "applicable elected representative" of the State after a public hearing following reasonable public notice. Further, the costs of issuance financed by an issue of bonds cannot exceed two percent of the proceeds of such issue. Additionally, the amount of such an issue of bonds, other than certain refunding bonds, when added to the amount of all other private activity bonds issued within the State during calendar year of issuance must not exceed the unified volume cap for private activity bonds imposed by the Code and applicable regulations.

### ***Mortgage Eligibility Requirements***

The Code contains six basic mortgage eligibility requirements that must be met at the time a mortgage is executed or assumed.

*Residence Requirement.* The Code requires that each home financed by a mortgage loan is (i) a single family residence that can reasonably be expected to become the principal residence of the mortgagor within a reasonable time after financing is provided and (ii) located in the jurisdiction of the Department.

*First-time Homebuyer Requirement.* The Code requires that at least 95% of the net proceeds of an issue be used to finance residences of mortgagors who have not had a present ownership interest in their principal residences at any time during the three-year period prior to execution of the mortgage loan; provided, however, that the three-year requirement does not apply (i) to financings with respect to Targeted Area Residences, (ii) in the case of land possessed under a "contract for deed" by a mortgagor whose principal residence is located on such land and whose family income is not more than 50% of the area median family income (the "Contract for Deed Exception"), or (iii) financing of any residence of a qualified veteran, if such veteran has not previously qualified for and received such financing by reason of this exception. For purposes of the Contract for Deed Exception, the term "contract for deed" means a seller-financed contract for the conveyance of land under which legal title does not pass to the purchaser until the consideration under the contract is fully paid to the seller, and the seller's remedy for nonpayment is forfeiture rather than judicial or nonjudicial foreclosure.

*Purchase Price Limitations.* The Code requires that the acquisition cost of the residence may not exceed 90% of the "average area purchase price" applicable to such residence, or, in the case of Targeted Area Residences, 110% of the applicable "average area purchase price." The Service has published "safe harbor rules" identifying purchase price limitations in the State that are considered to be in compliance with the requirements of the Code. The Department has determined to rely on the safe harbor figures for purposes of the Series 2019A Bonds.

*Income Requirements.* The Code requires that all the mortgage loans financed with the proceeds of an issue be provided to borrowers whose family income does not exceed 115% (100% in the case of individuals or families of two) of the greater of the statewide median income or the median income of the area in which the residence is located. For Targeted Area Residences, the percentages in the foregoing sentence are 140% and 120%, respectively, and one-third of the financings may be provided without regard to such limits.

*Requirements as to Assumptions of Mortgages.* The Code provides that a mortgage loan may be assumed only if the assuming mortgagor complies with the residence requirement, first-time homebuyer requirement, purchase price limitations and income requirements, as if the loan were being made to the assuming mortgagor for the first time.

*New Mortgage Requirement.* The Code requires that no part of the proceeds of an issue of qualified mortgage bonds may be used to acquire or replace an existing mortgage (whether or not paid off) on the residence at any time prior to the execution of the new mortgage. An exception from the new mortgage requirement is provided for (i) the replacement of construction period loans, bridge loans or other similar temporary initial financing having a term not exceeding 24 months, and (ii) certain residences described within the Contract for Deed Exception.

#### ***Requirements Related to Arbitrage and Rebate***

Sections 143 and 148 of the Code provide that: (i) the effective interest rate on the mortgage loans financed with the proceeds of an issue of qualified mortgage bonds may not exceed the yield on such bonds by more than 1.125 percentage points subject to the Department's payment of yield reduction payments as set forth in the regulations promulgated under the Code; (ii) no more than 10% of the proceeds of an issue of bonds may be invested in any reserve or replacement fund; (iii) no more than the lesser of 5% of the proceeds of an issue of bonds or \$100,000 (other than amounts invested for certain temporary periods or in a "reasonably required reserve fund") may be invested at a yield materially higher than the yield on such bonds; and (iv) the amount of funds held in certain accounts (other than amounts held for certain temporary periods) for an issue of bonds invested at a yield greater than the yield on such bonds may not exceed 150% of the current year's debt service on such bonds appropriately reduced as mortgage loans are prepaid. In calculating the effective interest rate on the mortgages, all amounts borne by the mortgagor either directly or indirectly must be taken into account.

The Code also requires the issuer to make rebate payments to the federal government in connection with certain investment earnings on non-mortgage investments, to the extent that such investment earnings exceed the amount that would have been earned on such investments if the investments were earning a return equal to the yield on the tax-exempt bonds to which such non-mortgage investments relate.

#### ***Targeted Area Requirement***

The Code requires that either an amount equal to (a) at least 20% of the lendable proceeds of an issue of qualified mortgage bonds or (b) 40% of the average annual aggregate principal amount of mortgages executed during the immediately preceding three calendar years for single family, owner-occupied residences in targeted areas within the Department's jurisdiction, if such amount is less, must be reserved, for at least one year from the date on which owner-financing is first made available with respect to residences located within one or more targeted areas ("Targeted Area Residences"). Targeted Areas consist of (i) census tracts identified by the United States Treasury Department as having a substantial concentration of lower-income persons or (ii) areas of chronic economic distress designated by the State and approved by HUD. The State, at the request of the Department, has designated and HUD and the Secretary of the Treasury have approved, certain "areas of chronic economic distress" within the State. In addition, the Department has determined that there are "qualified census tracts" within the State.

#### ***Recapture Requirements***

The Code subjects to a tax any mortgagor who disposes of an interest in a residence with respect to which there is or was any federally-subsidized indebtedness (i.e., a mortgage loan), the payment for which the mortgagor was liable in whole or in part. Specifically, such a mortgagor is subject to the payment of an additional tax reflecting the "recapture amount" with respect to such indebtedness. This recapture amount is determined pursuant to a formula established in the Code based on the "federally-subsidized amount," the time of disposition and certain family income limits applicable to the mortgagor. This recapture provision does not apply to any disposition of an interest in a residence by reason of death or any such disposition that is more than nine years after the date the mortgage loan is made.

In order to facilitate the collection of the recapture amount from mortgagors, the Code requires that the issuer of any issue of qualified mortgage bonds, at the time of settlement of a mortgage loan, provide a written statement informing the mortgagor of the potential recapture under the Code. Furthermore, the Code requires that the issuer, not later than 90 days after the date each such mortgage is closed, provide a written statement to the mortgagor specifying the federally-subsidized amount with respect to such mortgage loan and the applicable income limits.

### ***Private Business Use Limitations***

The Code provides that an issue of qualified mortgage bonds must not meet the private business use test and the private security or payment tests set out in sections 141(b)(1) and (2) of the Code. The private business use test limits, subject to certain exceptions, the amounts of proceeds that can be used, directly or indirectly, in a trade or business carried on by any person (other than a natural person) that is not a state or local governmental unit to no more than 10% of the proceeds of the issue. The private security or payment test provides that, subject to certain exceptions, the payment of principal of, or the interest on, more than 10% of the proceeds of an issue be, directly or indirectly, (i) secured by any interest in property used or to be used for a private business use or payments in respect of such property or (ii) be derived from payments in respect of such property.

### ***Redemption Requirements***

The Code contains two redemption requirements that must be satisfied in order for an issue of bonds to be treated as "qualified mortgage bonds." The Code requires all proceeds of an issue of qualified mortgage bonds in an amount of \$250,000 or more that are not expended to finance residences within 42 months of the date of issuance of such bonds must be used within such 42-month period to redeem bonds that are part of such issue of bonds. The Code requires that all amounts of \$250,000 or more that are received by the issuer and representing complete repayments of mortgage loans or prepayments of principal of mortgage loans must be used to redeem bonds of the same issue not later than the close of the first semiannual period beginning after the date the prepayment or complete repayment is received; provided that, such requirement does not apply to amounts received within 10 years after the date of issuance of the original bonds.

### ***Reporting Requirements***

An issuer of qualified mortgage bonds is required to file with the Secretary of the Treasury an informational report containing various data regarding such bonds and the mortgages financed with the proceeds thereof.

### ***Compliance with Tax Requirements***

With respect to the mortgage eligibility requirements described above, the Code provides that such requirements will be treated as having been met if: (i) the issuer attempts in good faith to meet such requirements before the mortgage loans are executed; (ii) 95% or more of the lendable proceeds were used for mortgage loans that met all the mortgage eligibility requirements at the time of execution or assumption; and (iii) any failure to meet such requirements is corrected within a reasonable period of time after such failure is discovered. In determining whether or not 95% of the mortgage loans satisfy the mortgage eligibility requirements, the issuer is entitled to rely upon affidavits of the mortgagors and sellers of residences financed with the mortgage loans and upon federal income tax returns of the mortgagors, even if the relevant information in such affidavits and returns ultimately proves to be false, unless the issuer knows or has reason to know that such information is false.



The Code provides that the requirements related to arbitrage, Targeted Area Residences and recapture will be treated as having been met if: (i) the issuer attempts in good faith to meet such requirements and (ii) any failure to meet such requirements is due to inadvertent error after having taken reasonable steps to comply with such requirements.

The Department has covenanted in the Trust Indenture and the Mortgage Lenders and the Master Servicer have covenanted in the Program Agreements to (i) comply with the above-described requirements of the Code with respect to the proceeds of the Series 2019A Bonds and (ii) establish and follow procedures and safeguards sufficient to ensure compliance with such requirements. Nevertheless, if the Department, a Mortgage Lender, or the Master Servicer should fail to comply with such covenants, interest on the Series 2019A Bonds could become includable in gross income for federal income tax purposes from the date of issuance thereof, regardless of the date on which the event causing such inclusion occurs.

### **CONTINUING DISCLOSURE OF INFORMATION**

In the Continuing Disclosure Agreement, dated as of \_\_\_\_\_ (the "Disclosure Agreement"), between the Trustee and the Department, the Department has made the following agreement for the benefit of the holders and beneficial owners of the Series 2019A Bonds. The Department is required to observe the Disclosure Agreement for so long as it remains obligated to advance funds to pay the Series 2019A Bonds. Under the Disclosure Agreement, the Department will be obligated to provide certain updated financial information and operating data annually, and timely notice of specified events, to the Municipal Securities Rulemaking Board (the "MSRB").

No Eligible Borrower is an "obligated person" (as defined in Rule 15c2-12 of the United States Securities and Exchange Commission (the "SEC") under the Securities Exchange Act of 1934, as amended (the "Rule")) for whom financial information or operating data would be presented in this Official Statement had such Eligible Borrower been known at the time of the offering of the Series 2019A Bonds.

The Department's Bond Finance Division has policies and procedures in place to assist the Department in complying with continuing disclosure undertakings such as the Disclosure Agreement. The Department's policies and procedures and the Disclosure Agreement have been amended in response to the two new notice events added, effective February 27, 2019, to the list of events for which notice is required by the Rule. See "—Event Notices."

### **Annual Reports**

The Department will provide certain updated financial information and operating data to the MSRB annually within six months after the end of its Fiscal Year. The information to be updated includes all quantitative financial information and operating data with respect to the Department of the general type included in this Official Statement in "APPENDIX D-1 – ADDITIONAL INFORMATION CONCERNING MORTGAGE CERTIFICATES" and "APPENDIX D-2 – BOND SUMMARY OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS" and the annual financial statements of the Texas Department of Housing and Community Affairs – Revenue Bond Enterprise Fund for the Fiscal Year ended August 31, 2019 and for each subsequent Fiscal Year (financial statements for the last completed Fiscal Year will be unaudited, unless an audit is performed in which event the audited financial statements will be made available). The Department will update and provide this information within six months after the end of each Fiscal Year ending on or after August 31, 2019. The Department will provide the updated information to the MSRB.

The Department may provide updated information in full text or may incorporate by reference certain other publicly available documents, as permitted by the Rule. The updated information will include audited financial statements, if the Department commissions an audit and it is completed by the required time. If audited financial statements are not available by the required time, the Department will provide unaudited financial statements within the required time and audited financial statements when and if the audit report becomes available. Any such financial statements will be prepared in accordance with the accounting principles described under "FINANCIAL STATEMENTS" or such other accounting principles as the Department may be required to employ from time to time pursuant to state law or regulation.

The Department's current Fiscal Year ends on August 31, 2019. Accordingly, it will provide updated information to the MSRB in the electronic format prescribed by the MSRB, if any, by the last day of February in the year 2020 and will be required to provide updated information to the MSRB by the last day of February in each year thereafter, unless the Department changes its Fiscal Year. If the Department changes its Fiscal Year, it will notify the MSRB of the change.

The Department determined in 2017 that the annual disclosure of information regarding the Residential Mortgage Revenue Bond Program ("RMRB Program") would no longer include certain annual information since the RMRB Program has no whole mortgage loans and over 99% of the mortgage-backed certificates are Ginnie Mae Certificates. As such, information related to: (i) whole mortgage loans and (ii) mortgage-backed certificate type and delinquency data are immaterial to the current RMRB Program and were and will be omitted in its annual disclosure. Based on the changing make-up of the pledged assets under the Department's various indentures, the Department will determine materiality of disclosure items and may modify its disclosure accordingly in the future.

## **Event Notices**

The Department will provide notice to the MSRB of any of the following events with respect to the Series 2019A Bonds, if such event is material within the meaning of the federal securities laws: (1) non-payment related defaults; (2) modifications to rights of securities holders; (3) Series 2019A Bond calls, if material, and tender offers; (4) release, substitution, or sale of property securing repayment of the Series 2019A Bonds; (5) the consummation of a merger, consolidation, or acquisition involving an obligated person or the sale of all or substantially all of the assets of the obligated person, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms; (6) appointment of a successor or additional trustee or the change of name of a trustee; and (7) incurrence of a financial obligation of the Department, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Department, any of which affect security holders.

The Department will also provide notice to the MSRB of any of the following events with respect to the Series 2019A Bonds without regard to whether such event is considered material within the meaning of the federal securities laws: (1) principal and interest payment delinquencies; (2) unscheduled draws on debt service reserves reflecting financial difficulties; (3) unscheduled draws on credit enhancements reflecting financial difficulties; (4) substitution of credit or liquidity providers, or their failure to perform; (5) adverse tax opinions or the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the Series A Bonds, or other events affecting the tax-exempt status of the Bonds; (6) defeasances; (7) rating changes; and (8) bankruptcy, insolvency, receivership or similar event of an obligated person; and (9) default, event of acceleration,

termination event, modification of terms, or other similar events under the terms of a financial obligation of the Department, any of which reflect financial difficulties.

For the purposes of the above described event notices, the term "financial obligation" means a (i) debt obligation, (ii) derivative instrument entered into in connection with or pledged as security or a source of payment for, an existing or planned debt obligation, or (iii) a guarantee of (i) or (ii); provided however, that a "financial obligation" shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule. The Department intends the words used in (7) in the first paragraph of this subcaption and item (9) immediately above and the definition of "financial obligation" to have the meanings ascribed to them in SEC Release No. 34-83885, dated August 20, 2018.

The Department will provide notice of the aforementioned events to the MSRB in a timely manner (but not in excess of ten business days after the occurrence of the event). The Department will also provide timely notice of any failure by the Department to provide annual financial information in accordance with their agreement described above under "Annual Reports."

### **Availability of Information from MSRB**

The Department has agreed to provide the foregoing information only to the MSRB. The information will be available to holders of Series 2019A Bonds only if the holders comply with the procedures and pay any charges that may be established by the MSRB such information vendors or obtain the information through securities brokers who do so. Such information is available at no charge at [www.emma.msrb.org](http://www.emma.msrb.org).

### **Limitations and Amendments**

The Department has agreed to update information and to provide notices of material events only as described above. The Department has not agreed to provide other information that may be relevant or material to a complete presentation of its financial results of operations, condition, or prospects or agreed to update any information that is provided, except as described above. The Department makes no representation or warranty concerning such information or concerning its usefulness to a decision to invest in or sell Series 2019A Bonds at any future date. The Department disclaims any contractual or tort liability for damages resulting in whole or in part from any breach of its Disclosure Agreement or from any statement made pursuant to its Disclosure Agreement, although holders of Series 2019A Bonds may seek a writ of mandamus to compel the Department to comply with its Disclosure Agreement.

The Disclosure Agreement may be amended by the Department and the Trustee from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the Department, but only if (1) the provisions, as so amended, would have permitted an underwriter to purchase or sell any Series 2019A Bonds in the primary offering of the Series 2019A Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule since such offering as well as such changed circumstances and (2) either (a) the holders of a majority in aggregate principal amount (or any greater amount required by any other provision of the Disclosure Agreement that authorizes such an amendment) of the Outstanding Series 2019A Bonds consent to such amendment or (b) a person that is unaffiliated with the Department (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interest of the holders and beneficial owners of the Series 2019A Bonds. If the Department so amends the Disclosure Agreement, it has agreed to include with any financial information or operating data next provided in accordance with its agreement described above under "Annual Reports" an explanation, in narrative form, of the reasons for the amendment

and of any change in the type of financial information and operating data so provided. The Department may also amend or repeal the provisions of the Disclosure Agreement if the SEC amends or repeals the applicable provision of the Rule or a court of final jurisdiction enters judgment that such provisions of the Rule are invalid, but only if and to the extent that the provisions of this sentence would not prevent an underwriter from lawfully purchasing or selling any Series 2019A Bonds in the primary offering of such Series 2019A Bonds.

Notwithstanding the foregoing, under current state law, the Department is required to have an audit performed annually by independent accountants, which audit is available to any person who makes a request to the Department and upon payment of the cost of copying thereof.

### **Duties, Immunities, and Liabilities of Trustee**

The Trust Indenture is made applicable to the Disclosure Agreement as if the Disclosure Agreement were (solely for this purpose) contained in the Trust Indenture. The Trustee shall have only such duties as are specifically set forth in the Disclosure Agreement, and no implied covenants shall be read into the Disclosure Agreement against the Trustee.

### **RATINGS**

Moody's Investors Service, Inc. ("Moody's") and Standard & Poor's Ratings Services, a Standard & Poor's Financial Service LLC business ("S&P"), have assigned ratings to the Series 2019A Bonds of "\_\_\_" and "\_\_\_," respectively. An explanation of the significance of such ratings may be obtained from the companies furnishing the ratings. The ratings do not represent recommendations to buy, sell, or hold the Series 2019A Bonds. The ratings reflect only the respective views of such organizations at the time such ratings were assigned and the Department makes no representation as to the appropriateness of the ratings.

There is no assurance that any ratings assigned to the Series 2019A Bonds will continue for any given period of time or that they will not be revised downward or withdrawn entirely by either or both of such rating companies, if in the judgment of either or both companies, circumstances so warrant. Any such downward revision or withdrawal of such ratings may have an adverse effect on the market price of the Series 2019A Bonds.

### **UNDERWRITING**

The Series 2019A Bonds are being purchased from the Department by the Underwriters listed on the cover page of this Official Statement. Pursuant to the bond purchase agreement for the Series 2019A Bonds (the "Bond Purchase Agreement"), the Underwriters have agreed to purchase the Series 2019A Bonds at a total purchase price of \$\_\_\_\_\_ (including \$\_\_\_\_\_ of net premium). The Underwriters will receive a fee of \$\_\_\_\_\_ in connection with the purchase of the Series 2019A Bonds. The Bond Purchase Agreement provides, among other things, that the Underwriters' obligations to make their respective purchases are subject to certain terms and conditions set forth in such Bond Purchase Agreement, including the approval of certain legal matters by their counsel and certain other conditions. The initial public offering prices of the Series 2019A Bonds may be changed, from time to time, by the Underwriters. The Underwriters may offer and sell the Series 2019A Bonds to certain dealers (including dealers depositing the Series 2019A Bonds into unit investment trusts, certain of which may be sponsored or managed by one or more of the Underwriters) and others at prices other than the public offering prices stated on the inside front cover hereof.

J.P. Morgan Securities LLC ("JPMS"), one of the Underwriters of the Series 2019A Bonds, has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities

offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase Series 2019A Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Series 2019A Bonds that such firm sells.

Jefferies LLC, an underwriter of the Series 2019A Bonds, has entered into an agreement (the "Agreement") with E\*TRADE Securities LLC ("E\*TRADE") for the retail distribution of municipal securities. Pursuant to the Agreement, Jefferies LLC will sell the 2019A Bonds to E\*TRADE and will share a portion of its selling concession compensation with E\*TRADE.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include sales and trading, commercial and investment banking, advisory, investment management, investment research, principal investment, hedging, market making, brokerage and other financial and non-financial activities and services. Certain of the Underwriters and their respective affiliates have provided, and may in the future provide, a variety of these services to the Department and to persons and entities with relationships with the Department, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates, officers, directors and employees may purchase, sell or hold a broad array of investments and actively trade securities, derivatives, loans, commodities, currencies, credit default swaps, and other financial instruments for their own account and for the accounts of their customers, and such investment and trading activities may involve or relate to assets, securities and/or instruments of the Department (directly, as collateral securing other obligations or otherwise) and/or persons and entities with relationships with the Department. The Underwriters and their respective affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement in accordance with, and as part of, their respective responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

#### **FINANCIAL ADVISOR**

George K. Baum & Company (the "Financial Advisor") has served as financial advisor to the Department for purposes of assisting the Department with the development and implementation of the bond program in connection with the Series 2019A Bonds. The Financial Advisor has not been engaged by the Department to compile, create or interpret any information in this Official Statement relating to the Department, including (without limitation) any of the Department's financial and operating data, whether historical or projected. Any information contained in this Official Statement concerning the Department, 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 Department 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

the Bonds, or the possible impact of any present, pending or future actions taken by any legislative or judicial bodies.

## **FINANCIAL STATEMENTS**

The financial statements of the Texas Department of Housing and Community Affairs-Revenue Bond Enterprise Fund as of and for the fiscal year ended August 31, 2018, have been audited by the Texas State Auditor's Office, independent auditors, as stated in their report rendered in connection therewith and are incorporated by reference in this Official Statement.

The financial data as of and for the eight months ended April, 2019, which is incorporated by reference in this Official Statement, has been derived from the unaudited internal records of the Department. The Department's independent auditors have not reviewed, examined, or performed any procedures with respect to the unaudited financial information, nor have they expressed an opinion or any other form of assurance on such information, and assume no responsibility for, and disclaim any association with the unaudited information. The unaudited information is preliminary and is subject to change as a result of the audit and may materially differ from the audited financial statements when they are released.

The above mentioned financial statements are available for inspection at the Department's offices, upon request, or at [www.thdca.state.tx.us/bond-finance/docs/f\\_stmsfy18.pdf](http://www.thdca.state.tx.us/bond-finance/docs/f_stmsfy18.pdf).

**THE SERIES 2019A BONDS ARE SECURED ONLY BY THE ASSETS AND REVENUES DESCRIBED UNDER THE CAPTION "SECURITY FOR THE BONDS" AND NOT BY ANY OTHER SOURCE.**

## **LITIGATION MATTERS**

The Department is expected to deliver a certificate upon the delivery of the Series 2019A Bonds stating that there is no controversy or litigation of any nature pending or, to its knowledge, threatened to restrain or enjoin the delivery of the Series 2019A Bonds, or in any way contesting or affecting the validity of the Series 2019A Bonds, the Trust Indenture, or any proceedings of the Department taken with respect to the delivery of the Series 2019A Bonds, or the existence or powers of the Department insofar as they relate to the delivery of the Series 2019A Bonds or such pledge or application of moneys and security.

## **APPROVAL OF LEGALITY**

Legal matters incident to the delivery of the Series 2019A Bonds are subject to the approving opinion of Bracewell LLP, Bond Counsel. Certain legal matters will be passed upon for the Department by its General Counsel, James "Beau" Eccles, Esq., and by its Co-Disclosure Counsel, McCall, Parkhurst & Horton L.L.P and Mahomes Bolden PC. Certain legal matters will be passed upon for the Underwriters by their counsel Chapman and Cutler LLP.

**[UPDATE]** In its capacity as Bond Counsel, Bracewell LLP has reviewed the information appearing in this Official Statement describing the Series 2019A Bonds, the security therefor and the federal income tax status thereof, appearing under "THE SERIES 2019A BONDS" (but excluding the information contained therein under the subheadings "Average Life and Prepayment Speeds" and "DTC and Book-Entry"), "SECURITY FOR THE BONDS" (but excluding the information set forth under the subheadings "The Prior Bonds" and "Prior Mortgage Certificates"), " APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – The Program and the Mortgage Loans" (but excluding the information under the subheadings "Servicing," "The Master

Servicers" and "Investment of Funds") "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE," "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Texas Treasury Safekeeping Trust Company" and "– Legality for Investment," "TAX MATTERS," "APPROVAL OF LEGALITY," APPENDIX A and APPENDIX C, to this Official Statement solely to determine whether such information fairly and accurately describes or summarizes the provisions of the Act, the laws of the State, the Trust Indenture, the 2019A Supplemental Indenture, the Depository Agreement, the Series 2019A Bonds and the federal tax implications with respect to the Series 2019A Bonds. Bond Counsel was not requested to participate and did not take part in the preparation of any other information contained herein and did not assume responsibility with respect thereto or undertake independently to verify the accuracy of any of such information. Except as set forth above, Bond Counsel does not pass upon the fairness, accuracy or completeness of this Official Statement, and no person is entitled to rely upon such firm's limited participation as an assumption of responsibility for or an expression of opinion of any kind with regard to the accuracy or completeness of the information contained herein.

### **ADDITIONAL INFORMATION**

Certain provisions of the Act and the Trust Indenture are summarized in this Official Statement. Such summaries do not purport to be comprehensive or definitive and reference is made to such documents for a full and complete statement of their respective provisions. The information contained above is subject to change without notice and no implication is to be derived therefrom or from the sale of the Series 2019A Bonds that there has been no change in the affairs of the Department from the date hereof.

This Official Statement is submitted in connection with the sale of the securities referred to herein and may not be reproduced or used, as a whole or in part, for any other purpose. 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 a contract or agreement between the Department and the purchasers or owners of any of the Series 2019A Bonds.

### **TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS**

By: \_\_\_\_\_  
Chair and Member  
Governing Board

By: \_\_\_\_\_  
Acting Director

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**APPENDIX A**

**GLOSSARY**



Unless otherwise provided in the text of this Official Statement, capitalized terms used in this Official Statement shall have the following definitions:

"Account" or "Accounts" shall mean any one or more, as the case may be, of the separate special trust accounts created and established within the Funds created and established under the Trust Indenture and the 2019A Supplemental Indenture.

"Act" shall mean Chapter 2306, Texas Government Code, as amended.

"Agency" shall mean the Texas Housing Agency, all of whose functions and obligations (including Bonds previously issued under the Trust Indenture) along with the functions and obligations of the Texas Department of Community Affairs were transferred to the Department pursuant to the Act, which abolished both the Agency and the Texas Department of Community Affairs.

"Authorized Denomination," shall mean \$5,000 principal amount or any integral multiple thereof.

"Board" shall mean the Governing Board of the Department.

"Bond Counsel" shall mean a firm or firms of attorneys selected by the Department, and acceptable to the Trustee, experienced in the field of housing revenue bonds the interest on which is excludable from gross income for federal income tax purposes, and whose legal opinion on such bonds is acceptable in national bond markets.

"Bond Depository" shall mean The Depository Trust Company, New York, New York, a limited purpose trust company organized under the laws of the State of New York, and any successor Bond Depository appointed pursuant to the 2019A Supplemental Indenture.

"Bond Purchase Agreement" shall mean the Bond Purchase Agreement providing for the initial purchase of the Series 2019A Bonds by the Underwriters.

"Bond Year" shall mean each twelve-month period ending August 31.

"Bondholder," "Holder," "Owner" or "owner" shall mean the bearer of any coupon Bond not registered as to principal or registered as to principal to bearer, the registered owner of any Bond registered as to principal other than to bearer and the registered owner of any fully registered Bond as to both principal and interest.

"Bonds" shall mean any bond or bonds, as the case may be, authenticated and delivered pursuant to the Trust Indenture, including the Series 2019A Bonds, the Prior Bonds and any additional bonds.

"Business Day" shall mean any day other than a (i) Saturday or Sunday, (ii) day on which banking institutions in New York, New York, the State of Texas or the city in which the payment office of the Paying Agent is located are authorized or obligated by law or executive order to be closed for business, or (iii) day on which the New York Stock Exchange is closed.

"Certificate Purchase Period" shall mean the period from August 29, 2019, to and including August 1, 2020, which may be extended to a date no later than January 28, 2023 in accordance with the Series 2019A Supplemental Indenture.

"Code" shall mean the Internal Revenue Code of 1986, as amended, together with the corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the United States Treasury Department or the Internal Revenue Service.

"Compliance Agent" shall mean Housing and Development Services d/b/a eHousingPlus and its successors and assigns.

"Compliance Agreement" shall mean the Program Administration Agreement as of May 8, 2019, by and between the Department and the Compliance Agent, together with any amendments thereto.

"Contract for Deed Exception" shall mean the exception from certain Mortgage Loan eligibility requirements available with respect to an Eligible Borrower possessing land under a contract for deed as provided in Section 143(i)(1)(C) of the Code.

"Conventional Mortgage Loan" shall mean a Mortgage Loan which is not federally insured or guaranteed and which complies with the provisions of the Trust Indenture.

"Counsel's Opinion" shall mean a written opinion signed by an attorney or firm of attorneys of nationally recognized standing in the field of law relating to municipal bonds (who may also be counsel to the Department) selected by the Department and satisfactory to the Trustee.

"Debt Service" shall mean, with respect to any particular Bond Year and any Series of Bonds, an amount equal to the sum of (a) all interest payable on such Bonds during such Bond Year except to the extent such interest is to be paid from deposits in the Interest Account in the Debt Service Fund made from Bond proceeds, plus (b) the principal installment or installments of such Bonds during such Bond Year. Such interest and principal installments for such Series shall be calculated on the assumption that no Bonds of such Series Outstanding on the date of calculation will cease to be Outstanding except by reason of the payment of each principal installment on the due date thereof.

"Department" shall mean the Texas Department of Housing and Community Affairs, a public and official agency of the State, and its successors and assigns. The terms Department and Agency shall be used interchangeably.

"Department Assets" shall mean the aggregate of (i) the outstanding principal balance of all Mortgage Loans and (ii) the moneys and Investment Securities in all Funds and Accounts (other than amounts in the Rebate Account, any bond purchase fund and amounts designated for payment of costs of issuance and amounts estimated to pay Department Expenses), with the Investment Securities valued at their amortized value in accordance with the provisions of the Trust Indenture.

"Department Expenses" shall mean the Department's expenses of carrying out and administering its powers, duties and functions in connection with the Mortgage Loans and shall include without limiting the generality of the foregoing: salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus; expenses for data processing, insurance premiums, legal, accounting, management, consulting and banking services and expenses; the fees and expenses of the Trustee, Depositories and Paying Agents; Mortgage Loan servicing fees; costs of issuance not paid from proceeds of Bonds; payments to pension, retirement, health and hospitalization funds; and any other expenses required or permitted to be paid by the Department under the provisions of the Act, the Trust Indenture and any Supplemental Indenture, all to the extent properly allocable to the Program.

"Depository" shall mean the Texas Treasury Safekeeping Trust Company, acting in accordance with the Depository Agreement, and any successor depository appointed pursuant to the Trust Indenture.

"Depository Agreement" shall mean that certain Amended and Restated Depository Agreement, dated as of August 1, 1991, by and among the Department, the Trustee and the Depository, together with any amendments or supplements thereto.

"De Minimis Special Redemption" shall mean a one-time redemption of Series 2019A Bonds from unexpended proceeds in an amount less than \$500,000 that is treated as a Special Redemption from Mortgage Loan Principal Payments in accordance with Section 2.6(b).

"DPA Loan" means a subordinated, no stated interest, thirty-year term loan for down payment and closing costs made to a mortgagor under the Program.

"Eligible Borrowers" shall mean persons that meet the requirements set forth in "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – The Program and the Mortgage Loans."

"Fannie Mae" shall mean the Federal National Mortgage Association, a corporation organized and existing under the laws of the United States of America, or its successor.

"Fannie Mae Certificate" shall mean a guaranteed mortgage pass-through Fannie Mae Mortgage-Backed Security (or participation therein) bearing interest at the applicable pass-through rate, issued by Fannie Mae in book-entry form, transferred to the account of the Trustee or its nominee (or any successor or transferee), guaranteed as to timely payment of principal and interest by Fannie Mae and backed by Conventional Mortgage Loans in the related Fannie Mae pool.

"Fannie Mae Guides" shall mean the Fannie Mae Selling and Servicer Guides, or other Fannie Mae Guides then in effect on the date of its application.

"FDIC" shall mean the Federal Deposit Insurance Corporation, or its successor.

"FHA" shall mean the United States Department of Housing and Urban Development, Federal Housing Administration, or its successor.

"FHA Mortgage Loan" shall mean a Mortgage Loan insured by FHA under the provisions of the National Housing Act, as amended, and which complies with the Trust Indenture.

"Freddie Mac" shall mean the Federal Home Loan Mortgage Corporation, a corporation organized and existing under the laws of the United States of America, or its successor.

"Freddie Mac Certificate" shall mean a guaranteed mortgage pass-through Freddie Mac Mortgage - Backed Security (or participation therein) bearing interest at the applicable pass-through rate, issued by Freddie Mac in book- entry form, transferred to the account of the Trustee or its nominee (or any successor or transferee), guaranteed as to timely payment of principal and interest by Freddie Mac and backed by conventional or government insured or government guaranteed Mortgage Loans in the related Freddie Mac pool.

"Freddie Mac Guide" shall mean the Freddie Mac Single-Family Seller/Servicer Guide, or other Freddie Mac Guide then in effect on the date of its application.

"Fund" shall mean any one or more, as the case may be, of the Mortgage Loan Fund, the Expense Fund, the Revenue Fund, the Debt Service Fund and the Special Mortgage Loan Fund.

"Ginnie Mae" or "GNMA" shall mean the Government National Mortgage Association, wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, whose powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. § et seq.), and any successor thereto.

"Ginnie Mae Certificate" or "GNMA Certificate" shall mean a fully-modified, mortgage-backed, pass-through security (or participation therein) issued by the Master Servicer in accordance with the applicable Ginnie Mae Guide bearing interest at the applicable pass-through rate and representing the beneficial ownership interest in a Ginnie Mae pool, registered in the name of the Trustee and guaranteed as to timely payment of principal and interest by Ginnie Mae pursuant to Section 306(g) of Title III of the National Housing Act of 1934 and regulations promulgated thereunder, backed by Mortgage Loans originated by Mortgage Lenders under the Program and packaged by the Master Servicer into a Ginnie Mae pool.

"Ginnie Mae Guide" means the GNMA II Mortgage Backed Securities Guide (Ginnie Mae 5500.3), as supplemented from time to time.

"Ginnie Mae Issuer" shall mean any issuer of Ginnie Mae Certificates backed by Ginnie Mae Mortgage Loans.

"Ginnie Mae Mortgage Loans" shall mean the Mortgage Loans constituting part of a Mortgage Pool backing a Ginnie Mae Certificate.

"Ginnie Mae Paying Agent" shall mean JPMorgan Chase Bank, New York, New York, in its capacity as the central transfer and paying agent pursuant to the Ginnie Mae Guide, or its successors or assigns.

"Interest Payment Date" shall mean, with respect to the Series 2019A Bonds, each March 1 and September 1, commencing March 1, 2020, and any date on which the Series 2019A Bonds are subject to redemption.

"Investment Securities" shall mean and include any one or more of the following securities, if and to the extent the same are at the time legal for investment of Department funds:

- (a) obligations of, or obligations guaranteed as to principal and interest by, the United States of America or any agency or instrumentality thereof when such obligations are backed by the full faith and credit of the United States of America ("Government Obligations");
- (b) FHA debentures which must not be redeemable prior to their stated maturity;
- (c) obligations of the Freddie Mac (including only securities guaranteed as to timely payment of principal and interest);
- (d) obligations of the Farm Credit System;
- (e) obligations of Federal Home Loan Banks;
- (f) obligations of Fannie Mae (excluding interest-only and principal-only stripped securities);
- (g) obligations of the Student Loan Marketing Association ("SLMA") excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date;
- (h) obligations of Resolution Funding Corporation ("REFCORP");

- (i) federal funds, unsecured certificates of deposit, time deposits and banker's acceptances (in each case, having maturities of not more than 365 days) of any bank the short-term obligations of which are rated in the highest applicable rating category by the Rating Agency;
- (j) deposits which are fully insured by the FDIC (including deposits with the Trustee or an affiliate of the Trustee);
- (k) debt obligations of a state or municipality rated in the highest applicable rating category by the Rating Agency (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date);
- (l) commercial paper having maturities not in excess of one year rated in the highest applicable category by the Rating Agency;
- (m) investment in money market funds registered under the 1940 Act and whose shares are registered under the 1933 Act rated in the highest applicable rating category by the Rating Agency;
- (n) repurchase agreements with any transferor with long-term unsecured debt rated in the highest applicable rating category or commercial paper rated in the highest applicable rating category by the Rating Agency;
- (o) U.S. Treasury STRIPS, REFCORP STRIPS (stripped by the Federal Reserve Bank of New York) and any stripped securities assessed or rated in the highest applicable rating category by the Rating Agency;
- (p) investment agreements secured or unsecured as required by the Department with or guaranteed by any Person whose long-term unsecured general indebtedness is at the date of execution of such agreement rated by the Rating Agency in the highest category for long-term obligations or, if the term of such investment agreement does not exceed one year, whose short term unsecured general indebtedness is at the date of execution of such agreement rated by the Rating Agency in the highest category for short-term obligations (A-1+ if the Rating Agency is then S&P);
- (q) any other investment which in Counsel's Opinion is at the time permitted by then applicable law for the investment of the Department's funds and to the extent such investments are rated by a Rating Agency in its highest rating category;
- (r) any pooled or common trust fund containing only securities described in the foregoing clauses (a) through (i);
- (s) obligations the interest on which is excludable from gross income under Section 103(a) of the Code; provided that such obligations are rated by the Rating Agency in its highest rating category;
- (t) United States Treasury Securities – State and Local Government Series; and
- (u) investment securities described in any Supplemental Indenture for the related Series of Bonds the inclusion of which in the definition of Investment Securities for purposes of the Trust Indenture will not, in and of itself, adversely affect any rating then assigned to the Bonds by the Rating Agency, as evidenced by a letter from the Rating Agency (determined without regard to any credit facility).

"Junior Lien Bonds" shall mean any bond or bonds issued by the Department for the purpose of making, acquiring or refinancing mortgage loans, which may or may not be pledged as Mortgage Loans under the Trust Indenture, provided the income, revenues and receipts received by the Department on such mortgage loans are pledged as Revenues under the Trust Indenture, which is superior to the pledge of such amounts to such junior lien bonds other than to the payment of Department expenses in carrying out and administering its powers, duties and functions in connection with such mortgage loans.

"Junior Lien Trust Indenture" shall mean the Junior Lien Trust Indenture dated as of May 1, 1994, as supplemented, between the Department and the Trustee, as the same may be amended or supplemented from time to time by a series supplement and any other supplemental indenture in accordance with the terms thereof.

"Letter of Instructions" shall mean, with respect to the Series 2019A Bonds, a written directive and authorization to the Trustee or any Depository specifying the period of time for which such directive and authorization shall remain in effect, executed by two authorized officers of the Department.

"LIBOR" shall have the meaning set forth in the 2000 ISDA (International Swaps and Derivatives Association) Definitions, subject to the condition that the rate shall be for one-month maturities.

"Master Indenture" shall mean the Department's Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture, dated as of June 1, 2017, which amended and restated the Single Family Mortgage Revenue Bond Trust Indenture, dated as of October 1, 1980, as previously amended and supplemented, pursuant to which the Bonds of each Series are authorized to be issued.

"Master Servicer" when used with respect to Program 93, shall mean Idaho Housing and Finance Association, or any successor thereto as servicer for such Program and when used with respect to another particular Program, shall mean the entity designated as servicer for such Program in the documents for such Program, or any successor thereto.

"Mortgage" shall mean any mortgage or deed of trust securing a Mortgage Loan.

"Mortgage Certificate" shall mean a Ginnie Mae Certificate, a Freddie Mac Certificate or a Fannie Mae Certificate that evidences beneficial ownership of and a one hundred percent (100%) participation in a Mortgage Pool.

"Mortgage Lender" shall mean any bank or trust company, mortgage banker approved by Fannie Mae or Freddie Mac, national banking association, savings bank, savings and loan association, non-profit corporation, mortgage company, the Department, any financial institution or governmental agency and any other entity approved by the Department, provided such mortgage lender is authorized to make Mortgage Loans satisfying the requirements of the Trust Indenture.

"Mortgage Loan" shall mean (i) a note or bond secured by a Mortgage which is eligible under the requirements of the Trust Indenture and is acquired with proceeds of Bonds, with temporary indebtedness incurred in anticipation of the issuance of the Bonds or other moneys of the Department which are, or may be, pledged by the Department to the Trustee by the Trust Indenture or by a Supplemental Indenture or (ii) other notes or bonds secured by a mortgage which is eligible under the requirements of the Trust Indenture and which is pledged by the Department to the Trustee by a Supplemental Indenture and which is held under the Trust Indenture. In the proper context Mortgage Loan may mean and include a Mortgage Certificate and a participation in a Mortgage Loan. Mortgage Loans do not include DPA Loans.

"Mortgage Loan Interest Payment" shall mean, with respect to any Mortgage Loan, the amounts paid or required to be paid from time to time as interest on such Mortgage Loan, after deducting any fees

required to be paid for servicing of such Mortgage Loan and excluding any late charges or other charges which may be permitted by the Department to be retained by the servicer of such Mortgage Loan, and shall include amounts (other than amounts which are Mortgage Loan Principal Payments) received from the sale or other disposition of any Mortgage Loan or any collateral securing any Mortgage Loan or from any insurer or guarantor of any Mortgage Loan.

"Mortgage Loan Principal Payments" shall mean all Mortgage Loan Principal Prepayments and all regularly scheduled payments of principal with respect to all Mortgage Loans included in the 2019A Mortgage Certificates.

"Mortgage Loan Principal Prepayment" shall mean any moneys received or recovered by the Department from any payment of or with respect to principal (including any penalty, fee, premium or other additional charge for prepayment of principal which may be provided by the terms of a Mortgage Loan) on any Mortgage Loan other than the scheduled payments of principal called for by such Mortgage Loan, whether (i) by voluntary prepayment made by the mortgagor or (ii) as a consequence of the damage, destruction or condemnation of the mortgaged premises or any part thereof (other than insurance moneys received or recovered and used in accordance with the provisions of the Trust Indenture to repair or reconstruct the mortgaged premises which were the subject of insurance proceeds) or (iii) by the sale, assignment, endorsement or other disposition of such Mortgage Loan by the Department or (iv) in the event of a default thereon by the mortgagor, by the acceleration, sale, assignment, endorsement or other disposition of such Mortgage Loan by the Department or by any other proceedings taken by the Department or (v) from any special hazard insurance policy or standard hazard insurance policy covering mortgaged premises or (vi) from any mortgage insurance, including a private mortgage insurance policy and a mortgage pool insurance policy, or (vii) from any proceeds received from the United States of America or any instrumentality thereof in respect of any insurance or guaranty of a Mortgage Loan.

"Mortgage Origination Agreement" shall mean the Master Mortgage Origination Agreement, by and between the Department and a Mortgage Lender, together with any amendments thereto.

"Mortgage Pool" shall mean, with respect to a Mortgage Certificate, the pool of Mortgage Loans the beneficial ownership of which is represented thereby, as described on the schedule of pooled Mortgage Loans pertaining thereto.

"Outstanding" shall mean, when used with reference to Bonds, as of any date, Bonds theretofore or thereupon being authenticated and delivered under the Trust Indenture except:

- (i) Bonds cancelled by the Trustee or delivered to the Trustee for cancellation at or prior to such date;
- (ii) Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to the Trust Indenture; and
- (iii) Bonds deemed to have been paid as provided in the Trust Indenture.

"Paying Agent" shall mean the Trustee.

"Person" shall mean any individual, public or private corporation, district, authority, municipality, political subdivision or other agency or entity of the State of Texas or the United States of America, and any incorporated city, town or village, whether operating under general or special law or under its home-rule charter, and any partnership, association, firm, trust, estate, or any other entity whatsoever.

"Policy Payments Account" shall mean, collectively, the Policy Payments Accounts held by the Trustee into which payments from claims on any bond insurance policies will be deposited until disbursed.

"Premium Term Bonds" shall mean the Term Bonds due September 1, 2039, September 1, 2044, and March 1, 2050, which were sold at a premium as shown on the inside cover page.

"Premium PAC Term Bonds" shall mean the Premium PAC Term Bonds due September 1, 2049, which were sold at a premium as shown on the inside cover page.

"Primary Custodial Account" shall mean the account established by the Ginnie Mae Issuer with a depository institution which is a member of an automated clearing house (or a correspondent of such institution) into which the principal and interest payment on Ginnie Mae Mortgage Loans are deposited for payment to the Ginnie Mae Paying Agent at the times specified in the Ginnie Mae Guide.

"Prior Swap Agreements" shall mean the interest rate swap agreements previously entered into by the Department with the respective Prior Swap Providers, as set forth under the caption "PRIOR SWAP AGREEMENTS" herein, pursuant to which the Department and the respective Prior Swap Providers agreed to make payments thereunder with respect to a notional amount corresponding to the outstanding principal amount of the corresponding bonds for the purpose of effectively converting the interest rate on such bonds to a fixed interest rate.

"Prior Swap Providers" shall mean the Swap Providers for the respective Prior Swap Agreements.

"Program" shall mean the Department's Single Family Mortgage Revenue Bond Program as set forth and implemented through the Program Agreements.

"Program Agreements" shall mean the Mortgage Origination Agreement, the Servicing Agreement, the Compliance Agreement and the Program Guidelines.

"Program Guidelines" shall mean the Program Guidelines for Texas Department of Housing and Community Affairs effective October 15, 2018, relating to specific provisions of the Program, as amended from time to time.

"RHS" shall mean the United States Department of Agriculture Rural Housing Services, formerly Farmer's Home Administration and any successor thereto.

"Rating Agency" shall mean: (i) S&P Global Ratings, a division of Standard & Poor's Financial Services LLC, and any successor thereto; and (ii) Moody's Investors Service Inc., and any successor thereto to the extent either agency then has a rating on the Bonds in effect at the request of the Department.

"Rebate Account" shall mean collectively, the Rebate Accounts within the Expense Fund into which amounts to be paid to the United States of America will be deposited until disbursed.

"Redemption Price" shall mean, with respect to any Bond, the principal amount thereof plus the applicable premium, if any, payable upon redemption thereof pursuant to such Bond or the Trust Indenture.

"Revenues" when used with respect to the Series 2019A Bonds, shall mean in addition to those items defined as such in the Trust Indenture, all amounts paid or required to be paid from time to time on the 2019 A Mortgage Certificates, including any payments received from Ginnie Mae, pursuant to its guaranty of the Ginnie Mae Certificates, all Mortgage Loan Principal Payments representing the same, all prepayment premiums or penalties received by or on behalf of the Department in respect of the 2019



A Mortgage Certificates, and all other net proceeds of such 2019 A Mortgage Certificates.

"Series" shall mean all Bonds designated as a Series in a Supplemental Indenture and which are authenticated and delivered on original issuance in a simultaneous transaction, and any Bonds delivered in exchange for or in lieu of such Bonds.

"Sixty-Seventh Supplemental Indenture" shall mean the Sixty-Seventh Supplemental Single Family Mortgage Revenue Bond Trust Indenture, dated as of August 1, 2019, by and between the Department and The Bank of New York Mellon Trust Company, N.A., as trustee, pursuant to which the issuance of the Series 2019A Bonds is authorized.

"SIFMA" shall mean The Securities Industry and Financial Markets Association.

"State" shall mean the State of Texas.

"Supplemental Indenture" shall mean any indenture supplemental to or amendatory of the Trust Indenture, adopted by the Department in accordance with the Master Indenture.

"Surplus Indenture Revenues" shall mean any moneys remaining in the Revenue Fund after all transfers required by the Indenture on any Interest Payment Date on the Bonds.

"Surplus Revenues Account" shall mean the Surplus Revenues Account of the Revenue Fund held by the Trustee into which Surplus Indenture Revenues are held until disbursed.

"Swap Agreement" shall mean any interest rate swap agreement entered into by the Department with a Swap Provider, pursuant to which the Department and the Swap Provider agree to make payments thereunder with respect to a notional amount corresponding to the outstanding principal amount of one or more Series of variable rate Bonds for the purpose of effectively converting the interest rate on such Bonds to a fixed interest rate.

"Swap Agreement Periodic Payment" shall mean any payment required to be paid by the Department under a Swap Agreement, other than a Swap Agreement Termination Payment.

"Swap Agreement Periodic Payment Account" shall mean, collectively, the Swap Agreement Periodic Payment Accounts within the Debt Service Fund held by the Trustee in which Swap Agreement Periodic Payments are held until disbursed.

"Swap Agreement Periodic Receipt" shall mean any payment required to be paid to the Department or the Trustee under a Swap Agreement, other than a Swap Agreement Termination Receipt.

"Swap Agreement Periodic Receipt Subaccount" shall mean, collectively, the Swap Agreement Periodic Receipt Subaccounts within the Surplus Revenues Account of the Revenue Fund held by the Trustee in which Swap Agreement Periodic Receipts are held until disbursed.

"Swap Agreement Termination Payment" shall mean any payment required to be paid by the Department under a Swap Agreement in connection with the termination of the respective Swap Agreement, whether voluntarily or upon the occurrence of an event of default or similar event thereunder.

"Swap Agreement Termination Payment Subaccount" shall mean, collectively, the Swap Agreement Termination Payment Subaccounts within the Surplus Revenues Account of the Revenue Fund held by the Trustee in which Swap Agreement Termination Payments are held until disbursed.

"Swap Agreement Termination Receipt" shall mean any payment required to be paid to the Department or the Trustee under a Swap Agreement in connection with the termination of the respective Swap Agreement, whether voluntarily or upon the occurrence of an event of default or similar event thereunder.

"Swap Agreement Termination Receipt Subaccount" shall mean, collectively, the Swap Agreement Termination Receipt Subaccounts held by the Trustee in which Termination Receipts are held until disbursed.

"Swap Provider" shall mean any Person with which the Department enters into an interest rate swap agreement with respect to any Bonds issued pursuant to the Trust Indenture.

"Trust Indenture" shall mean the Master Indenture, as supplemented and amended from time to time, each between the Department and the Trustee.

"2019 A Administrative Subaccount" shall mean the 2019 A Administrative Subaccount of the 2019 A Mortgage Loan Account.

"2019 A MBS Principal Subaccount" shall mean the 2019 A MBS Subaccount of the Debt Service Fund.

"2019 A Mortgage Certificates" shall mean Mortgage Certificates which are purchased by the Trustee on and subsequent to the issuance date of the Series 2019A Bonds and pledged by the Department to the Trustee pursuant to the Trust Indenture and the Sixty-Seventh Supplemental Indenture.

"2019 A Mortgage Loan Account" shall mean the 2019 A Account of the Mortgage Loan Fund.

"2019 A Mortgage Loans" shall mean the Mortgage Loans included in each Mortgage Pool represented by a 2019 A Mortgage Certificate.

"2019 A Redemption Subaccount" shall mean the 2019 A Subaccount of the Redemption Account of the Debt Service Fund.

"2019 A Revenue Account" shall mean the 2019 A Account of the Revenue Fund.

"Underwriters" shall mean J.P. Morgan Securities and the other underwriters named on a schedule to the Bond Purchase Agreement.

"VA" shall mean the United States of America Department of Veterans Affairs

"VA Mortgage Loan" shall mean a Mortgage Loan guaranteed by the VA under the provisions of the Servicemen's Readjustment Act of 1944 or Chapter 37 of Title 38 of the United States Code, as amended, and which complies with the provisions of the Trust Indenture.

## APPENDIX B-1

### GNMA AND THE GNMA CERTIFICATES

*This summary of the GNMA Mortgage Backed Securities Program, the GNMA Certificates and the documents referred to herein does not purport to be comprehensive and is qualified in its entirety by reference to the GNMA Mortgage Backed Securities Guide published by GNMA and to said documents for full and complete statement of their provisions. The following summary is of the GNMA I Program and the GNMA II Program, as amended.*

Government National Mortgage Association ("GNMA") is a wholly-owned corporate instrumentality of the United States within the Department of Housing and Urban Development ("HUD") with its principal office in Washington, D.C.

To issue GNMA Certificates, the Master Servicer must first apply to and receive from GNMA the Commitment to Guarantee Mortgage Backed Securities (the "MBS Agreement"). The MBS Agreement authorizes the Master Servicer to apply to GNMA for the issuance of Mortgage-Backed Securities to be eligible for guaranty by GNMA up to a stated date and issue GNMA Certificates up to a stated amount during a one- year period following the date of the MBS Agreement. Each MBS Agreement is valid for a 12-month period from the date of commitment.

Each GNMA Certificate is to be backed by a mortgage pool consisting of Mortgage Loans in a minimum aggregate amount of \$250,000 (or such lesser amount as may be approved by GNMA). Each GNMA I Certificate will be a "mortgage loan pass-through" certificate which will require the Master Servicer to pass through to the paying and transfer agent therefor (the "GNMA Paying Agent") by the fifteenth day of each month (or the sixteenth day, if such day is not a business day, provided that, if neither the fifteenth nor the sixteenth day is a business day, the first business day prior to the fifteenth day of the month), the regular monthly payments on the Mortgage Loans (less the GNMA Guaranty Fee and the Master Servicer's servicing fee, more fully described herein), whether or not the Master Servicer receives such payments, plus any prepayments of principal of the Mortgage Loans received by the Master Servicer in the previous month. Each GNMA II Certificate will require the Master Servicer to pass through to the GNMA Paying Agent for the GNMA II Program, by the nineteenth day of each month (or the twentieth day, if such day is not a business day; provided that, if neither the nineteenth nor the twentieth day is a business day, then the first business day prior to the nineteenth day of the month), the regular monthly payments on the Mortgage Loans (less the GNMA Guaranty Fee and the Master Servicer's servicing fee, more fully described herein), whether or not the Master Servicer received such payments, plus any prepayments on the Mortgage Loan received by the Master Servicer in the previous month. The GNMA Paying Agent is then required to pass through to the Trustee on or before the third business day following the nineteenth day of each month the scheduled payments received from the Master Servicer. GNMA guarantees timely payment of principal of and interest with respect to the GNMA Certificate.

GNMA is authorized by Section 306(g) of Title III of the National Housing Act of 1934, as amended (the "Housing Act"), to guarantee the timely payment of the principal of, and interest on, securities that are based on and backed by a pool of mortgage loans insured by FHA under the Housing Act, or guaranteed by RDA under Title V of the Housing Act of 1949, or guaranteed by VA under the Servicemen's Readjustment Act of 1944, as amended, or Chapter 37 of Title 38, United States Code. Section 306(g) further provides that " the full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under any guaranty under this subsection." An opinion, dated October 12, 1969, of an Assistant Attorney General of the United States, states that such guarantees under Section 306(g) of mortgage backed certificates of the type being delivered to the Trustee on behalf of the Department are authorized to be made by GNMA and "would constitute general obligations of the

United States backed by its full faith and credit."

GNMA, upon execution of the GNMA Guaranty appended to the GNMA Certificate and upon delivery of the GNMA Certificate to the Master Servicer, will have guaranteed to the Trustee as holder of the GNMA Certificate the timely payment of principal of and interest on the GNMA Certificate. In order to meet its obligations under such guaranty, GNMA, in its corporate capacity under Section 306(g) of Title III of the Housing Act, may issue its general obligations to the United States Treasury Department in an amount outstanding at any one time sufficient to enable GNMA, with no limitations as to amount, to perform its obligations under its guaranty of the timely payment of the principal of and interest on the GNMA Certificate. The Treasury is authorized to purchase any obligation so issued by GNMA and has indicated in a letter dated February 13, 1970, from the Secretary of the Treasury to the Secretary of HUD that the Treasury will make loans to GNMA, if needed, to implement the aforementioned guaranty.

GNMA is required to warrant to the Trustee as the holder of the GNMA Certificate, that, in the event it is called upon at any time to make payment on its guaranty of the principal of and interest on the GNMA Certificate, it will, if necessary, in accordance with Section 306(d) of Title III of the Housing Act, apply to the Treasury Department of the United States for a loan or loans in amounts sufficient to make payments of principal and interest.

The Master Servicer will be responsible for servicing and otherwise administering the Mortgage Loans in accordance with generally accepted practices of the mortgage banking industry and the GNMA Mortgage Backed Securities Guide (the "Guide").

It is expected that interest and principal payments on the Mortgage Loans received by the Master Servicer will be the source of payments on the GNMA Certificates. If such payments are less than what is due the Master Servicer is obligated to advance its own funds to ensure timely payment of all amounts coming due on the GNMA Certificates. GNMA guarantees such timely payment in the event of the failure of the Master Servicer to pay an amount equal to the scheduled payments (whether or not made).

The Master Servicer is required to advise GNMA in advance of any impending default on scheduled payments so that GNMA as guarantor will be able to continue such payments as scheduled on the third business day following the twentieth day of each month. If, however, such payments are not received as scheduled, the Trustee has recourse directly to GNMA.

The GNMA Guaranty Agreement to be entered into by GNMA and the Master Servicer upon issuance of the GNMA Certificates (the "GNMA Guaranty Agreement") will provide that, in the event of a default by the Master Servicer, GNMA will have the right, by letter to the Master Servicer, to effect and complete the extinguishment of the Master Servicer's interest in the Mortgage Loans, and the Mortgage Loans are to thereupon become the absolute property of GNMA, subject only to the unsatisfied rights of the holder of the GNMA Certificate. In such event, the GNMA Guaranty Agreement will provide that GNMA will be the successor in all respects to the Master Servicer in its capacity under the GNMA Guaranty Agreement and the transaction and arrangements set forth or arranged for therein. At any time, GNMA may enter into an agreement with an institution approved by GNMA under which such institution undertakes and agrees to assume any part or all of such duties, and no such agreement will detract from or diminish the responsibilities, duties or liabilities of GNMA in its capacity as guarantor.

Payment of principal and interest on the GNMA Certificate is required to be made in monthly installments on or before the third business day following the twentieth of each month commencing the month following the date of issue of the GNMA Certificate.

Each installment on the GNMA Certificate is required to be applied first to interest and then in

reduction of the principal balance then outstanding on the GNMA Certificate. Interest is to be paid at the specified rate on the unpaid portion of the principal of the GNMA Certificate. The amount of principal due on the GNMA Certificate is to be in an amount at least equal to the scheduled principal amortization currently due on the Mortgage Loans subject to adjustment by reason of unscheduled recoveries of principal on the Mortgage Loans. In any event, the Master Servicer is required to pay to the Trustee, as holder of the GNMA Certificate, monthly installments of not less than the interest due on the GNMA Certificate at the rate specified in the GNMA Certificate, together with any scheduled installments of principal, whether or not such interest or principal is collected from the Mortgagor, and any prepayments or early recovery of principal. Final payment is to be made upon surrender of the outstanding GNMA Certificate.

The Office of Inspector General (OIG) is required to conduct an annual audit of GNMA under the provisions of the Chief Financial Officers (CFO) Act of 1990 ("CFO Act"). The complete OIG report is included in the separate management report of GNMA prepared pursuant to the CFO Act which is available upon request from GNMA at Government National Mortgage Association, 451 Seventh Street, SW, Washington, D.C. 20410-9000.

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## APPENDIX B-2

### FREDDIE MAC AND THE FREDDIE MAC CERTIFICATES

#### General

Freddie Mac is a shareholder-owned government-sponsored enterprise created on July 24, 1970 pursuant to the Federal Home Loan Mortgage Corporation Act, Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. Section 1451-1459. Freddie Mac's statutory purposes are to provide stability in the secondary market for residential mortgages, to respond appropriately to the private capital market, to provide ongoing assistance to the secondary market for residential mortgages (including mortgages on housing for low- and moderate-income families), and to promote access to mortgage credit throughout the United States by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing. To fulfill these statutory purposes Freddie Mac purchases residential mortgages and mortgage-related securities from mortgage lenders, other mortgage sellers and securities dealers and finances these purchases with debt and equity securities. In addition Freddie Mac guarantees the timely payment of principal and interest on single-class and multiclass securities representing an undivided interest in mortgages and/or mortgage-related securities.

On June 3, 2019, Fannie Mae and Freddie Mac began issuing new, common, single mortgage-backed securities, formally known as the Uniform Mortgage-Backed Security (“UMBS”). The UMBS finance the same types of fixed-rate mortgages that back Fannie Mae Certificates and Freddie Mac Certificates and are guaranteed by either Fannie Mae or Freddie Mac depending upon which issues the UMBS. The UMBS have characteristics similar to Fannie Mae Certificates and Freddie Mac will offer investors the opportunity to exchange existing Freddie Mac Securities for “mirror” UMBS backed by the same loans as the existing securities.

Freddie Mac prepares an Information Statement annually which describes Freddie Mac, its business and operations and contains Freddie Mac's audited financial statements for the two most recent fiscal years ending prior to the date of such Information Statement. The current Information Statement, current prospectuses, any supplements to each of the foregoing and any quarterly report prepared and made available by Freddie Mac can be obtained by writing to Freddie Mac B Investor Inquiry, 8200 Jones Branch Drive, McLean, Virginia 22102 or accessing Freddie Mac's internet website at [www.freddiemac.com](http://www.freddiemac.com).

Each Freddie Mac Certificate will represent undivided interests in a pool of fixed-rate, first-lien conventional Mortgage Loans or FHA and VA Loans, or participations interests therein. Freddie Mac guarantees to each holder of a Freddie Mac Certificate the timely payment of interest at the applicable coupon on the Freddie Mac Certificate and the timely payment of scheduled principal, whether or not Freddie Mac receives these payments on the underlying mortgages. Full and final payment of principal on the Freddie Mac Certificates will be made no later than the payment date occurring in the month of the Final Payment date for each Freddie Mac Certificate. Principal and interest payments on the Freddie Mac Certificates are not guaranteed by and are not debts or obligations of the United States or any federal agency or instrumentality other than Freddie Mac. Payments on Freddie Mac Certificates are made on the 15th day of each month or, if the 15th is not a business day, the next business day.

Freddie Mac receives monthly mortgage payments from its mortgage servicers during a Monthly Reporting Period that begins on the 16th of a month and ends on the 15th of the following month. For any month, a payment on a Freddie Mac Certificate will reflect monthly mortgage payments reported by servicers in the previous Monthly Reporting Period and prepayments reported by servicers in the calendar month prior to the payment up through the date Freddie Mac calculates its payment factors. Freddie Mac publishes its payment factors on or about the 5th day of each month.

The summary of the Freddie Mac Certificates does not purport to be comprehensive and is qualified in its entirety by reference to the Freddie Mac prospectuses and other documents relating to the offer and sale of Freddie Mac Certificates described herein.

Fannie Mae currently is required to file periodic financial disclosures with the U.S. Securities and Exchange Commission (the "SEC"), including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, together with any required exhibits. These reports and other information can be read and copied at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. The SEC currently maintains a website (<http://www.sec.gov>) that contains reports, proxy statements and other information that Fannie Mae has filed with the SEC. The Senior Preferred Stock Purchase Agreement between the Treasury and Freddie Mac requires Freddie Mac to provide the Treasury with annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K. The Department makes no representation regarding the content, accuracy or availability of any such reports or information filed by Fannie Mae or Freddie Mac with the SEC, or any information provided at such web site. The SEC's website is not part of this Official Statement.

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## APPENDIX B-3

### FANNIE MAE AND THE FANNIE MAE CERTIFICATES

#### General

Fannie Mae is a federally chartered and stockholder owned corporation organized and existing under the Federal National Mortgage Association Charter Act, 12 U.S.C. 1716 et seq. Fannie Mae was originally established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market and became a stockholder owned and privately managed corporation by legislation enacted in 1968.

Fannie Mae purchases, sells, and otherwise deals in mortgages in the secondary market rather than as a primary lender. It does not make direct mortgage loans but acquires mortgage loans originated by others. In addition, Fannie Mae issues mortgage backed securities ("MBS"), primarily in exchange for pools of mortgage loans from lenders. Fannie Mae receives guaranty fees for its guarantee of timely payment of principal of and interest on MBS certificates.

The securities of Fannie Mae 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.

On June 3, 2019, Fannie Mae and Freddie Mac began issuing new, common, single mortgage-backed securities, formally known as the Uniform Mortgage-Backed Security ("UMBS"). The UMBS finance the same types of fixed-rate mortgages that back Fannie Mae Certificates and Freddie Mac Certificates and are guaranteed by either Fannie Mae or Freddie Mac depending upon which issues the UMBS. The UMBS have characteristics similar to Fannie Mae Certificates and Freddie Mac will offer investors the opportunity to exchange existing Freddie Mac Securities for "mirror" UMBS backed by the same loans as the existing securities.

Information on Fannie Mae and its financial condition is contained in periodic reports that are filed with the Securities and Exchange Commission (the "SEC"). The SEC filings are available at the SEC's website at <http://www.sec.gov>. The periodic reports filed by Fannie Mae with the SEC are also available on Fannie Mae's website at <http://www.fanniemae.com/portal/about-fm/investor-relations/quarterly-annual-results.html> or from Fannie Mae at the Office of Investor Relations at 202-752-7115.

Fannie Mae is incorporating by reference in this Official Statement the documents listed below that Fannie Mae publishes from time to time. This means that Fannie Mae is disclosing information to you by referring you to those documents. Those documents are considered part of this Reoffering Circular, so you should read this Reoffering Circular, and any applicable supplements or amendments, together with those documents before making an investment decision.

You should rely only on the information provided or incorporated by reference in this Official Statement and any applicable supplement, and you should rely only on the most current information.

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 program, or compliance with any securities, tax or other laws or regulations.

Fannie Mae currently is required to file periodic financial disclosures with the U.S. Securities and Exchange Commission (the "SEC"), including Annual Reports on Form 10-K, Quarterly Reports on Form 10-Q, and Current Reports on Form 8-K, together with any required exhibits. These reports and other information can be read and copied at the SEC's public reference room at 450 Fifth Street, N.W., Washington, D.C. 20549. The SEC currently maintains a website (<http://www.sec.gov>) that contains reports, proxy



statements and other information that Fannie Mae has filed with the SEC. The Senior Preferred Stock Purchase Agreement between the Treasury and Freddie Mac requires Freddie Mac to provide the Treasury with annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K. The Department makes no representation regarding the content, accuracy or availability of any such reports or information filed by Fannie Mae or Freddie Mac with the SEC, or any information provided at such website. The SEC's website is not part of this Official Statement.

### **Mortgage-Backed Securities Program**

Fannie Mae is a federally chartered and stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act (12 U.S.C. Section 1716 et seq.). Fannie Mae was originally established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market, and was transferred into a stockholder-owned and privately managed corporation by legislation enacted in 1968. The Secretary of Housing and Urban Development exercises general regulatory power over Fannie Mae. Fannie Mae provides funds to the mortgage market by purchasing mortgage loans from lenders, thereby replenishing their funds for additional lending. Fannie Mae acquires funds to purchase mortgage loans from many capital market investors that may not ordinarily invest in mortgage loans, thereby expanding the total amount of funds available for housing. In addition, Fannie Mae issues mortgage-backed securities primarily in exchange for pools of mortgage loans from lenders.

Although the Secretary of the Treasury of the United States has certain discretionary authority to purchase obligations of Fannie Mae, neither the United States nor any agency or instrumentality thereof is obligated to finance Fannie Mae's obligations or assist Fannie Mae in any manner.

Fannie Mae has implemented a mortgage-backed securities program pursuant to which Fannie Mae issues securities (the "Fannie Mae Certificates") backed by pools of mortgage loans (the "MBS Program"). The obligations of Fannie Mae, including its obligations under the Fannie Mae Certificates, are obligations solely of Fannie Mae and are not backed by, or entitled to, the full faith and credit of the United States.

The terms of the MBS Program are governed by the Fannie Mae Selling and Servicing Guides (the "Fannie Mae Guides") published by Fannie Mae, as modified by the Pool Purchase Contract (as hereinafter described), and, in the case of mortgage loans such as the Mortgage Loans, a Trust Indenture dated as of November 1, 1981, as amended (the "Fannie Mae Trust Indenture"), and a supplement thereto to be issued by Fannie Mae in connection with each pool.

The summary of the MBS Program set forth herein does not purport to be comprehensive and is qualified in its entirety by reference to the Fannie Mae Guides, the Fannie Mae prospectus and the other documents referred to herein.

### **Pool Purchase Contract**

It is expected that Fannie Mae and the Master Servicer will enter into a Pool Purchase Contract, pursuant to which the Servicer will be permitted to deliver, and Fannie Mae will agree to purchase mortgage loans in exchange for Fannie Mae Certificates. The purpose of the Pool Purchase Contract is to provide for certain additions, deletions and changes to the Fannie Mae Guides relating to the purchase of mortgage loans. In the event of a conflict between the Pool Purchase Contract and the Fannie Mae Guides, the Pool Purchase Contract will control. The description set forth below assumes that the Pool Purchase Contract will be executed substantially in the form presented by Fannie Mae to the Master Servicer as of the date hereof.

The Pool Purchase Contract obligates the Servicer to service the mortgage loans in accordance with the requirements of the Fannie Mae Guides and the Pool Purchase Contract.

## **Fannie Mae Certificates**

Each Fannie Mae Certificate will represent the entire interest in a specified pool of Mortgage Loans purchased by Fannie Mae from the Servicer and identified in records maintained by Fannie Mae.

Fannie Mae will guarantee to the registered holder of the Fannie Mae Certificates that it will distribute amounts representing scheduled principal and interest at the applicable pass-through rate on the Mortgage Loans in the pools represented by such Fannie Mae Certificates, whether or not received, and the full balance of any foreclosed or other finally liquidated Mortgage Loan, whether or not such principal balance is actually received. The obligations of Fannie Mae under such guarantees are obligations solely of Fannie Mae and are not backed by, nor entitled to, the faith and credit of the United States. If Fannie Mae were unable to satisfy such obligations, distributions to the Trustee, as the registered holder of Fannie Mae Certificates, would consist solely of payments and other recoveries on the underlying Mortgage Loans and, accordingly, monthly distributions to the Trustee, as the holder of Fannie Mae Certificates, would be affected by delinquent payments and defaults on such Mortgage Loans.

### **Payments on Mortgage Loans; Distributions on Fannie Mae Certificates**

Payments on a Fannie Mae Certificate will be made on the 25th day of each month (beginning with the month following the month such Fannie Mae Certificate is issued), or, if such 25th day is not a business day, on the first business day next succeeding such 25th day. With respect to each Fannie Mae Certificate, Fannie Mae will distribute to the Trustee an amount equal to the total of (i) the principal due on the Mortgage Loans in the related mortgage pool underlying such Fannie Mae Certificate during the period beginning on the second day of the month prior to the month of such distribution and ending on the first day of such month of distribution, (ii) the stated principal balance of any Mortgage Loan that was prepaid in full during the second month next preceding the month of such distribution (including as prepaid for this purpose at Fannie Mae's election any Mortgage Loan after it is delinquent, in whole or in part, with respect to four consecutive installments of principal and interest), (iii) the amount of any partial prepayment of a Mortgage Loan received in the second month next preceding the month of distribution, and (iv) one month's interest at the pass-through rate on the principal balance of the Fannie Mae Certificate as reported to the Trustee (assuming the Trustee is the registered holder) in connection with the previous distribution (or, respecting the first distribution, the principal balance of the Fannie Mae Certificate on its issue date).

For purposes of distributions, a Mortgage Loan will be considered to have been prepaid in full if, in Fannie Mae's reasonable judgment, the full amount finally recoverable on account of such Mortgage Loan has been received, whether or not such full amount is equal to the stated principal balance of the Mortgage Loan. Fannie Mae may, in its discretion, include with any distribution principal prepayments, both full and partial, received during the month prior to the month of distribution but is under no obligation to do so.

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**APPENDIX C**

**FORM OF PROPOSED OPINION OF BOND COUNSEL**

\_\_\_\_\_, 2019

Texas Department of Housing and  
Community Affairs  
221 East 11th Street  
Austin, Texas 78701

The Bank of New York Mellon Trust  
Company, N.A., as Trustee  
10161 Centurion Parkway North  
Jacksonville, Florida 32256

J.P. Morgan Securities LLC  
as Representative of the Underwriters  
383 Madison Avenue, 23<sup>rd</sup> Floor  
New York, New York 10179

Ladies and Gentlemen:

We have acted as Bond Counsel to the Texas Department of Housing and Community Affairs (the “Department”) in connection with the issuance of the Department’s Single Family Mortgage Revenue Bonds, 2019 Series A (the “2019 Series A Bonds”). The 2019 Series A Bonds will bear interest from the date of delivery thereof. Interest on the 2019 Series A Bonds is payable on March 1, 2019, and semiannually on each September 1 and March 1 thereafter, and on any other date on which the 2019 Series A Bonds are subject to redemption, until maturity or prior redemption. The 2019 Series A Bonds are issuable only as fully registered bonds without coupons in denominations of \$5,000 principal amount and any integral multiple thereof. The 2019 Series A Bonds are being issued in the principal amounts, bear interest at the rates and mature on the dates as provided in the Indenture mentioned below. The 2019 Series A Bonds are subject to redemption prior to maturity on the dates, at the redemption prices and under the circumstances described in the Indenture.

The 2019 Series A Bonds are being issued pursuant to a resolution adopted by the Governing Board of the Department on June 27, 2019 (the “Bond Resolution”), the Amended and Restated Single Family Mortgage Revenue Bond Trust Indenture dated as of June 1, 2017, between the Department and The Bank of New York Mellon Trust Company, N.A., as trustee (the “Trustee”) (as amended and supplemented from time to time, the “Single Family Indenture”), and the Sixty-Seventh Supplemental Single Family Mortgage Revenue Bond Trust Indenture dated as of August 1, 2019, between the Department and the Trustee (the “Sixty-Seventh Supplemental Indenture”). The Sixty- Seventh Supplemental Indenture and the Single Family Indenture are referred to herein collectively as the “Indenture.” Capitalized terms not otherwise defined herein have the meanings assigned to such terms in the Indenture.

The Single Family Indenture permits the issuance of additional bonds on a parity with the 2019 Series A Bonds upon the terms and conditions set forth in the Single Family Indenture. The Department reserves the right in the Single Family Indenture to issue other bonds of the Department under the Single Family Indenture for other programs similar to the program initially funded with the proceeds of the 2019 Series A Bonds and to refund bonds issued under the Single Family Indenture, and further reserves the right to issue bonds payable from the pledges and assignments in trust pursuant to the Single Family Indenture that are junior or subordinate to the

2019 Series A Bonds, all as provided in the Single Family Indenture.

The scope of our engagement as Bond Counsel extends solely to an examination of the facts and law incident to rendering an opinion with respect to the legality and validity of the 2019 Series A Bonds and the security therefor. 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 2019 Series A Bonds and we express no opinion relating thereto (excepting only the matters set forth as our opinion in the Official Statement). We have not assumed any responsibility with respect to the financial condition or capability of the Department or the disclosure thereof. In our capacity as Bond Counsel, we have participated in the preparation of and have examined a transcript of certain proceedings pertaining to the 2019 Series A Bonds, including certain certified and original proceedings of the Department and the State of Texas (the "State"), and customary certificates, opinions, affidavits and other documents executed by officers, agents and representatives of the Department, the State, the Trustee and others. We have also examined applicable provisions of the Internal Revenue Code of 1986, as amended (the "Code"), court decisions, Treasury Regulations and published ratings of the Internal Revenue Service (the "Service") as we have deemed relevant. We have also examined executed Bond No. TR-1 of the 2019 Series A Bonds.

We have assumed without independent verification (i) the genuineness of certificates, records and other documents (collectively, "Documents") and the accuracy and completeness of the statements of fact contained therein; (ii) the due authorization, execution and delivery of the Documents described above by the other parties thereto; (iii) that all Documents submitted to us as originals are accurate and complete; and (iv) that all Documents submitted to us as copies are true and correct copies of the originals thereof.

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

1. The Department is a public and official governmental agency of the State, duly created and existing under the laws of the State, particularly Chapter 2306, Texas Government Code, as amended (together with other laws of the State applicable to the Department, the "Act"), and has full power and authority to adopt the Bond Resolution and to perform its obligations thereunder; to execute and deliver the Sixty-Seventh Supplemental Indenture; to perform its obligations under the Indenture; and to issue and sell the 2019 Series A Bonds and to utilize the proceeds therefrom for the purposes set forth in the Bond Resolution and the Indenture.

2. The Department has duly adopted the Bond Resolution and has duly authorized, executed and delivered the Sixty-Seventh Supplemental Indenture. The Indenture constitutes a legal, valid and binding obligation of the Department. Pursuant to the Indenture, all of the Department's right, title and interest in and to the Trust Estate, including the Revenues and other amounts to be received by the Department have been validly and effectively assigned and, upon receipt of such Revenues and amounts by the Trustee, pledged as security for the payment of the principal and redemption price of and interest on the 2019 Series A Bonds. We draw your attention to the fact that the 2019 Series A Bonds are secured on a parity basis with the Department's Single Family Variable Rate Mortgage Revenue Refunding Bonds, 2004 Series B; Single Family Variable Rate Mortgage Revenue Bonds, 2004 Series D; Single Family Variable Rate Mortgage Revenue Refunding Bonds, 2005 Series A; Single Family Variable Rate Mortgage Revenue Bonds, 2007 Series A; Single Family Mortgage Revenue Refunding Bonds, 2013 Series A

(Taxable); Single Family Mortgage Revenue Refunding Bonds, 2015 Series A (Taxable); Single Family Mortgage Revenue Bonds, 2015 Series B; Single Family Mortgage Revenue Bonds, 2016 Series A; Single Family Mortgage Revenue Refunding Bonds, 2016 Series B (Taxable); Single Family Mortgage Revenue Bonds, 2017 Series A; Single Family Mortgage Revenue Refunding Bonds, 2017 Series B (Taxable); Single Family Mortgage Revenue Bonds, 2017 Series C (Taxable); and Single Family Mortgage Revenue Bonds, 2018 Series A, all issued under the Single Family Indenture. The Department has also issued its Taxable Junior Lien Single Family Variable Rate Mortgage Revenue Bonds, Series 2004A, which are secured on a basis subordinate to the 2019 Series A Bonds. The Department has also granted security interests on a subordinate basis to the swap providers and the liquidity providers for certain of the foregoing bonds.

3. The Department has duly authorized the issuance, execution and delivery of the 2019 Series A Bonds. The authorized officers of the Department have duly executed the 2019 Series A Bonds and the Trustee has duly authenticated the 2019 Series A Bonds, to the extent required by the Indenture, and delivered the 2019 Series A Bonds to or at the direction of the initial purchasers thereof. The 2019 Series A Bonds constitute legal, valid and binding limited obligations of the Department and are entitled to the benefit and security of the Indenture.

4. The 2019 Series A Bonds are issued pursuant to the provisions of the Act and constitute limited obligations of the Department and are payable solely from the revenues, funds and assets of the Department pledged under the Indenture and not from any other revenues, funds or assets of the Department. The 2019 Series A Bonds are not and do not create or constitute in any way an obligation, a debt or a liability of the State, or create or constitute a pledge, giving or lending of the faith or credit or taxing power of the State. The Department has no taxing power.

5. Interest on the 2019 Series A Bonds is excludable from gross income for federal income tax purposes.

6. Interest on the 2019 Series A Bonds is not an item of tax preference includable in alternative minimum taxable income for purposes of determining a taxpayer's alternative minimum tax liability.

In providing the opinions set forth in paragraphs 5 and 6 above, we have relied on representations of the Department, the Department's Financial Advisor, the Underwriters, the Servicer and the Mortgage Lenders, with respect to matters solely within the knowledge of the Department, the Department's Financial Advisor, the Underwriters, the Servicer and the Mortgage Lenders, respectively, which we have not independently verified, and have assumed continuing compliance with the procedures, safeguards and covenants in the Indenture and other documents relating to the requirements of the Code. We have further relied on the report (the "Report") of Causey Demgen & Moore P.C., certified public accountants, regarding the mathematical accuracy of certain computations. In the event that any of such representations or the Report is determined to be inaccurate or incomplete or the Department, a Mortgage Lender or the Servicer fails to comply with the foregoing procedures, safeguards and covenants in the Indenture, interest on the 2019 Series A Bonds could become includable in gross income for federal income tax purposes from the date of original delivery thereof, regardless of the date on which the event causing such inclusion occurs.

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

disposition of the 2019 Series A Bonds. Certain actions may be taken or omitted subject to the terms and conditions set forth in the Sixty- Seventh Supplemental Indenture, upon the advice or with an approving opinion of nationally recognized bond counsel. We express no opinion with respect to our ability to render an opinion that such actions, if taken or omitted, will not adversely affect the excludability of interest on the 2019 Series A Bonds from gross income for federal income tax purposes.

The enforceability of certain provisions of the 2019 Series A Bonds may be limited by bankruptcy, insolvency, reorganization, moratorium and other laws for the relief of debtors. Furthermore, the availability of equitable remedies under the 2019 Series A Bonds may be limited by general principles of equity that permit the exercise of judicial discretion. Furthermore, the enforceability of any indemnification provisions contained in the Indenture may be limited by applicable securities laws and public policy.

Holders of the 2019 Series A Bonds should also 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 2019 Series A Bonds.

The opinions set forth above speak only as of their date and only in connection with the 2019 Series A 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 as to whether or not the Service will commence an audit of the 2019 Series A Bonds. If an audit is commenced, in accordance with its current published procedures the Service is likely to treat the Department as the taxpayer. We observe that the Department has covenanted in the Sixty- Seventh Supplemental Indenture 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 2019 Series A Bonds as includable in gross income for federal income tax purposes.

Very truly yours,

**APPENDIX D-1**

**ADDITIONAL INFORMATION CONCERNING MORTGAGE CERTIFICATES**



## Additional Information Concerning Mortgage Certificates

The Texas Department of Housing and Community Affairs (the “Department”) owns an extensive portfolio of mortgage loans (the “Portfolio Mortgage Loans”) and GNMA/FNMA/Freddie Mac Certificates (Mortgage Certificates) acquired with the proceeds of the Department’s Single Family Mortgage Revenue Bonds, Single Family Mortgage Revenue Bonds (Collateralized Home Mortgage Revenue Bonds), Residential Mortgage Revenue Bonds, GNMA Collateralized Home Mortgage Revenue Bonds and Collateralized Home Mortgage Revenue Bonds. The following tables summarize certain information regarding Mortgage Certificates as of April 30, 2019.

### Single Family Mortgage Revenue Bond Trust Indenture

#### 1980 Trust Indenture

Series	Original Issue Amount	Bonds Outstanding	Mortgage Rates for Outstanding Mortgage Certificates (%)	Mortgage Certificates Outstanding	Down Payment Assistance and Special Loans*
Surplus	\$ -	\$ -		\$ 9,762,573	\$ 80,796,067
2004 A, B	176,610,000	19,910,000	4.99/5.50	19,190,044	-
2004 C, D, E, F	175,070,000	13,290,000	4.99/6.60-7.60	13,067,504	-
2005 A	100,000,000	19,095,000	4.99	19,379,267	-
2007 A	143,005,000	20,155,000	5.25/5.95/5.99/6.5/6.75	21,739,686	-
2013 A	42,500,000	14,795,000	4.99/5.9/6.65/6.9	14,703,798	-
2015 A, B	53,695,000	33,790,000	Various	32,687,993	-
2016 A, B	91,245,000	55,125,000	Various	54,052,254	-
2017 A, B, C	133,700,952	118,593,083	Various	119,720,014	-
2018 A	143,860,000	143,860,000	Various	143,276,054	-
<b>TOTAL</b>	<b>\$ 1,059,685,952</b>	<b>\$ 438,613,083</b>		<b>\$ 447,579,187</b>	<b>\$ 80,796,067</b>

\* Not included for cash flow purposes.

#### 1994 Junior Lien Indenture

Series	Original Issue Amount	Bonds Outstanding	Mortgage Rates for Outstanding Mortgage Certificates (%)	Mortgage Certificates Outstanding
1994 AB	\$ 90,995,932	\$ -	4.99/5.95/6.65/6.75/7.25	\$ 247,465
2004 A	4,140,000	3,855,000	N/A	-
<b>TOTAL</b>	<b>\$ 95,135,932</b>	<b>\$ 3,855,000</b>		<b>\$ 247,465</b>

#### Master Servicers—Single Family Mortgage Certificates

Servicers	Percent of Total Loans
Idaho	53.68%
Bank of America	36.32%
US Bank	7.96%
CitiMortgage	1.24%
Texas Star	0.75%
Cenlar	0.05%
<b>TOTAL</b>	<b>100.00%</b>

## **Other Information**

### **Mortgage Loan Information Management System**

All Mortgage Loans made with proceeds of the Department's mortgage revenue bonds, including the Portfolio Mortgage Loans and any Mortgage Certificate loans, permit partial or complete prepayment without penalty. Mortgage Loans, in general, may also be terminated prior to their respective maturities as a result of events such as default, sale, condemnation or casualty loss. A number of factors, including general economic conditions, homeowner mobility and mortgage market interest rates, will affect the rate of actual prepayments for a particular portfolio of mortgage loans.

The Department is currently managing its Mortgage Loans (other than Mortgage Loans backing Mortgage Certificates) through review of the performance of the various lending institutions participating in the program, review of the delinquency and foreclosure reports of the lenders, directing the investment of monthly receipts, payment of expenses and supervision of claims under the mortgage insurance policies. The Department does not service the Mortgage Loans backing Mortgage Certificates; however, the Department monitors the origination and payment of such Mortgage Loans. The Department currently manages the Mortgage Loans using a new Loan Administration and Servicing System from the MITAS Group, Inc. The MITAS Loan Administration software is a comprehensive and fully integrated system that has the ability to combine all types of loans into a central database and is also capable of fully complying with all aspects of loan servicing as prescribed by major secondary market investors.

#### **DISCLAIMER**

"All information contained herein is obtained from sources believed to be accurate and reliable. Refer to the Official Statement and operative documents of each series for complete information on that issue. Because of the possibility of human and mechanical error as well as other factors, such information is provided "as is" without warranty of any kind and, in particular, no representation or warranty, expressed or implied, is made nor to be inferred as to the accuracy, timeliness or completeness, of any such information. Under no circumstances shall the Texas Department of Housing and Community Affairs have any liability to any person or entity for (a) any loss or damage in whole or part caused by, resulting from, or relating to any error (negligent or otherwise) or other circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, transmitting, communicating or delivering any such information, or (b) any direct, indirect, special, consequential or incidental damages whatsoever, even if the Texas Department of Housing and Community Affairs is advised in advance of the possibility of such damages, resulting from the use of, or inability to use, any such information."

**APPENDIX D-2**

**BOND SUMMARY OF THE TEXAS DEPARTMENT OF HOUSING  
AND COMMUNITY AFFAIRS**

## **Bond Summary of the Texas Department of Housing and Community Affairs**

General - Single Family Since 1979, the year of creation of the Texas Housing Agency (the Agency), a predecessor to the Department, through April 30, 2019, there have been issued by the Agency or the Department, sixty series of Single Family Mortgage Revenue Bonds, four series of Junior Lien Single Family Mortgage Revenue Refunding Bonds, thirty-seven series of Residential Mortgage Revenue Bonds, eleven series of Collateralized Home Mortgage Revenue Bonds, ten series of GNMA/FNMA Collateralized Home Mortgage Revenue Bonds, and two series of Government National Mortgage Association Collateralized Home Mortgage Revenue Bonds. As of April 30, 2019, the aggregate outstanding principal amount of bonded indebtedness of the Department for single family housing purposes was \$700,488,083. In addition to the single family bonds mentioned above, the Department has issued two subordinate Notes Payable with an outstanding balance of \$22,000,000.

Single Family Mortgage Revenue Bonds (SFMRBs) The Department has issued sixty series of Single Family Mortgage Revenue and Refunding Bonds under a Single Family Mortgage Revenue Bond Trust Indenture, dated as of October 1, 1980, which was amended and restated on June 1, 2017. These bonds are secured on an equal and ratable basis by the trust estate established by the SFMRB Indenture. As of April 30, 2019, thirteen series were outstanding with an aggregate outstanding principal amount totaling \$438,613,083. In addition to the SFMRBs mentioned above, the Department has issued one subordinate Note Payable with an outstanding balance of \$12,000,000.

Junior Lien Bonds The Department has issued four series of its Junior Lien Single Family Mortgage Revenue Refunding Bonds (the Junior Lien Bonds) pursuant to a Junior Lien Trust Indenture, dated as of May 1, 1994. The Junior Lien Bonds are secured on an equal and ratable basis with each other and on a subordinated basis to the Single Family Mortgage Revenue Bonds by the trust estate held under the SFMRB Indenture. As of April 30, 2019, one series was outstanding with an aggregate outstanding principal of \$3,855,000.

Residential Mortgage Revenue Bonds (RMRBs) The Department has issued thirty-seven series of Residential Mortgage Revenue and Refunding Bonds pursuant to the Residential Mortgage Revenue Bond Trust Indenture, and are secured on an equal and ratable basis by the trust estate established by the RMRB Indenture. As of April 30, 2019, five series were outstanding with an aggregate outstanding principal amount of \$258,020,000. In addition to the RMRBs mentioned above, the Department has issued one subordinate Note Payable with an outstanding balance of \$10,000,000.

General - Multifamily The Department is a conduit issuer for the State of Texas with authority to issue tax-exempt and taxable Multifamily Mortgage Revenue Bonds statewide. The Department and the Agency have issued two hundred and thirty-five Multifamily Mortgage Revenue Bonds which have been issued pursuant to separate trust indentures and are secured by individual trust estates which are separate and distinct from each other. As of April 30, 2019, eighty-five series were outstanding with an aggregate outstanding principal amount of \$887,178,383. In addition to the bonds mentioned above, the Department has issued four Multifamily Notes Payable with an outstanding balance of \$86,545,581.

**APPENDIX E**

**SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE**

## **THE TRUST INDENTURE**

### **General**

The Trust Indenture, which includes the Master Indenture and each of the supplements and amendments thereto relating to the Bonds, contains various covenants and security provisions, certain of which are summarized below. Reference should be made to the Trust Indenture, a copy of which may be obtained from the Department, for a full and complete statement of its provisions.

### **Funds and Accounts**

The following Funds are established under the Trust Indenture: Mortgage Loan Fund; Revenue Fund; Debt Service Fund (and a Principal Account, an Interest Account, a Debt Service Reserve Account, a Swap Agreement Periodic Payment Account, and a Redemption Account therein); Expense Fund (and a Rebate Account therein); and Special Mortgage Loan Fund. The Funds and Accounts (except for the Principal Account, Interest Account, Swap Agreement Periodic Payment Account and Redemption Account of the Debt Service Fund which are held and invested by the Trustee and the Expense Fund which is held by the Department) are held by the Trustee and maintained and invested by the Texas Treasury Safekeeping Trust Company, a special purpose trust company organized under the laws of the State of Texas, as depository (the "Depository") under the Trust Indenture.

The 2019A Supplemental Indenture creates an account for the Series 2019A Bonds, within each listed Fund, and a subaccount for the Series 2019A Bonds, within each listed Account except for the Special Mortgage Loan Fund, the Debt Service Reserve Account and the Swap Agreement Periodic Payment Account. Moreover, in connection with the Swap Agreements, the corresponding Supplemental Indentures each created a corresponding Swap Agreement Termination Payment Subaccount, Swap Agreement Periodic Receipt Subaccount and Swap Agreement Termination Receipt Subaccount within the Surplus Revenues Account of the Revenue Fund. The Swap Agreement Termination Payment Subaccount and the Swap Agreement Termination Receipt Subaccount are not pledged as security for the payment of principal of or interest on any Bonds. The accounts and subaccounts so created do not grant a priority of the Series 2019A Bonds over that of any other series of Bonds.

### **Mortgage Loan Fund**

Amounts in the Mortgage Loan Fund will be used to pay: (i) the costs of acquiring the Mortgage Certificates and any other fees and expenses incurred in connection with the acquisition of the Mortgage Certificates which are payable by the Trustee on behalf of the Department pursuant to any agreement with Mortgage Lenders, and the fees and expenses of the Trustee, the Department and any consultants to the Department. The 2019 A Mortgage Certificates will be deposited to the 2019 A Mortgage Loan Account.

Under certain circumstances, as required by the Trust Indenture, the Trustee, at the direction of the Department, is required to transfer amounts in the Mortgage Loan Fund to the Redemption Account to pay the principal of Bonds to be redeemed or to be purchased. To the extent other moneys are not available in any other fund or account, amounts in the Mortgage Loan Fund may be applied to the payment of principal or Redemption Price of and interest on the Bonds.

The Department has covenanted in the Trust Indenture that it will acquire, refinance or sell Mortgage Loans or Mortgage Certificates only if it has determined, on the basis of its most recent Statement of Projected Revenues, and other information available to it, that such action will not adversely affect the Department's ability to pay, when due, the principal or Redemption Price of and interest on the Bonds. See "SECURITY FOR THE BONDS – Certain Information as to Revenues, Investments, Debt Service and Department Expenses" and "– Statement of Projected Revenues" and

APPENDIX F under the caption "THE PROGRAM AND THE MORTGAGE LOANS – Sale of Mortgage Certificates."

### **Expense Fund**

Amounts in the Expense Fund (except for amounts in the Rebate Account therein) may be paid out from time to time by the Department for Department Expenses, taxes, insurance, foreclosure fees, including appraisal and legal fees, security, repairs and other expenses incurred by the Department in connection with the protection and enforcement of its rights in any Mortgage Loan and the preservation of the mortgaged property securing such Mortgage Loans. Excess amounts in the Expense Fund may be transferred to the Revenue Fund.

Funds on deposit in the Rebate Account are required to be periodically set aside to pay any amounts required to be rebated to the United States under applicable provisions of federal income tax law (the "Rebate Amount").

### **Revenue Fund**

All Revenues are required to be deposited in the Revenue Fund promptly upon receipt by the Department. On the first day of each month, or as soon thereafter as possible, the Trustee is required to transfer from the Revenue Fund to the Expense Fund the amount, estimated by the Department, to be required to pay the Department Expenses during the next month together with the amount, if any, necessary to maintain or restore an operating reserve in the Expense Fund to the sum estimated in the Department's current annual budget to be required to pay two months' Department Expenses. The Trust Indenture requires the Department to estimate periodically the amounts necessary to pay the Rebate Amount and thus include such amounts in its monthly estimate of Department Expenses.

On or before each Interest Payment Date on the Bonds, the Trustee is required to transfer Mortgage Loan Principal Payments at the Department's direction to either the Principal Account, the Mortgage Loan Fund, or to the Redemption Account; provided, however, that all amounts representing Mortgage Loan Principal Payments shall be transferred to a Redemption Account and applied to the redemption of the respective Series of Bonds. The Trustee also must transfer from the Revenue Fund the other amounts on deposit therein representing investment earnings on Funds and Accounts and Mortgage Loan Interest Payments to the Debt Service Fund as follows: (i) to the Interest Account, to the extent required so that the balance in said account equals the amount of the interest which will be due and unpaid on such Interest Payment Date, (ii) to the Principal Account, to the extent required so that the balance in said account equals the amount of principal which will be due and unpaid on such Interest Payment Date, (iii) to the Debt Service Reserve Account, to the extent required so that the balance in such account equals the Debt Service Reserve Account Requirement, and (iv) to the Swap Agreement Periodic Payment Account to the extent required so that the balance in said account equals the Swap Agreement Periodic Payment which will be due and unpaid on such Interest Payment Date. Any amounts remaining in the Revenue Fund after such payments described above are made are deemed Surplus Indenture Revenues.

Surplus Indenture Revenues (with certain exceptions) are transferred to the Surplus Revenues Account of the Revenue Fund. If the Department has satisfied the requirements in the Trust Indenture, amounts in the Surplus Revenues Account are transferred on or before each Interest Payment Date or redemption date for the Junior Lien Bonds to the trustee under the Junior Lien Trust Indenture to the extent such amounts are needed to pay amounts due on the Junior Lien Bonds, to pay fees and expenses associated with the Junior Lien Bonds and to restore reserves and other accounts for such Junior Lien Bonds.

During such time as the Department is not meeting the Asset Test described in the next succeeding paragraph, the Department may only direct the Trustee to use Surplus Indenture Revenues as

described under "SECURITY FOR THE BONDS – Statement of Projected Revenues."

The Department will be deemed to have met the Asset Test if (i) the Department shall have on file with the Trustee a Statement of Projected Revenues giving effect to a transfer and release proposed as described in the next succeeding paragraph projecting that available Revenues will be sufficient to pay Department Expenses and aggregate Debt Service on the Bonds, including Swap Agreement Periodic Payments, and debt service on any outstanding Junior Lien Bonds when due in the then-current and each succeeding Bond Year; (ii) as of the date of such Statement of Projected Revenues the Department Assets (including that portion of junior lien mortgage loans that are permitted to be included as Department Assets by each Rating Agency) are at least equal to one hundred two percent (102%) of the aggregate principal amount of Outstanding Bonds and any Junior Lien Bonds then outstanding; and (iii) amounts then on deposit in the Debt Service Reserve Account are at least equal to the Debt Service Reserve Account Requirement and amounts in the reserve fund for the Junior Lien Bonds are equal to the reserve fund requirement therefor.

At the end of any Bond Year, if the Department meets the Asset Test, the Department may direct the Trustee to transfer the Surplus Indenture Revenues (in excess of those required to be maintained under the Trust Indenture in order to permit the Department to continue to meet the Asset Test) to the trustee under the Junior Lien Trust Indenture to be used to originate mortgage loans as described in the Trust Indenture, to reimburse a bond insurer or credit provider for amounts provided under a bond insurance policy or other credit support or to originate junior lien mortgage loans, or the Department may apply such Surplus Indenture Revenues: (1) in any manner permitted during periods when the Department is not meeting the Asset Test, as described under "SECURITY FOR THE BONDS – Statement of Projected Revenues"; (2) (A) to the redemption of Bonds (and in the case of the Series 2019A Bonds, only on and after the optional redemption date); (B) to the payment of any Department Expenses; (C) to the establishment of reserves therefor, free and clear of the pledge and lien of the Trust Indenture; or (D) to the purchase of Bonds; and (3) any other purpose or payment authorized by the Act, free and clear of the pledge and lien of the Trust Indenture.

No Surplus Indenture Revenues may be applied in any way which would result in less than ninety percent (90%) of all amounts received by the Department with respect to the Mortgage Loans being used for the following purposes: (i) to pay the principal or Redemption Price of or interest on or purchase or otherwise to service the Bonds; (ii) to reimburse the Department for Department Expenses, or to pay for costs of issuance of the Bonds; (iii) to reimburse the Department, or to pay for administrative or other costs or anticipated future losses directly related to the Program; (iv) to acquire Mortgage Loans or other loans or mortgages financing residential real property in the State; and (v) to redeem or retire obligations of the Department

#### **Debt Service Fund – Interest Account; Principal Account; Swap Agreement Periodic Payment Account; Redemption Account**

The Trustee is required to pay out of the Interest Account by each Interest Payment Date the amount required for the interest payment on such date. The Trustee is required to pay out of the Principal Account by each principal installment due date, the amount required for the principal installment payable on such due date. By the redemption date for any Bonds, the Trustee is required to pay out of the Interest Account the amount required for the payment of interest on the Bonds to be redeemed. The Trustee is required to pay the Swap Agreement Periodic Payment out of the Swap Agreement Periodic Payment Account on each Interest Payment Date.

Amounts in the Principal Account with respect to any sinking fund redemption (together with amounts in the Interest Account with respect to accrued interest on the Bonds to be so redeemed) are required to be applied by the Trustee to pay the Redemption Price of the Bonds to be so redeemed. Amounts in the Redemption Account (together with amounts in the Interest Account with respect to accrued interest on the Bonds to be redeemed from the Redemption Account) shall be applied by the Trustee to pay the



Redemption Price of the Bonds to be redeemed or may (subject to the provisions of any supplemental indenture), at the direction of the Department, be transferred to the Revenue Fund if notice of redemption has not been published or mailed or such amounts have not been committed to the purchase of Bonds. As soon as practicable after the 40th day preceding the redemption date, the Trustee shall proceed to call for redemption, by giving notice as provided in the Trust Indenture, Bonds in such amount as shall be necessary to exhaust as nearly as possible the amounts in the Redemption Account. In the event that any supplemental indenture establishes a "special sinking fund bond payment," amounts in the Redemption Account representing any such special sinking fund bond payment shall be used only for the purpose of redeeming or purchasing the special sinking fund Bonds for which such payments were established.

Upon any purchase or redemption, other than a sinking fund redemption, of Bonds of any series and maturity for which sinking fund installments have been established, there shall be credited toward each such sinking fund installment thereafter to become due a proportional amount of the total principal amount of such Bonds so purchased or redeemed, or may be credited otherwise at the direction of the Department upon satisfaction of certain conditions set out in the Trust Indenture. The Trustee, at any time at the direction of the Department, is required to apply amounts available in the Principal Account or the Redemption Account to pay the principal portion of Bonds which the Department may purchase at a price (excluding accrued interest to the purchase date but including any brokerage or other charges), no greater than the applicable Redemption Price of such Bonds.

The Department has covenanted that it will only purchase Bonds or redeem Bonds pursuant to an optional or special redemption, out of amounts in the Redemption Account, if it has determined, on the basis of its most recent Statement of Projected Revenues, and other information available to the Department, that such action will not adversely affect the ability of the Department to pay, when due, the principal or Redemption Price of and interest on the Bonds.

### **Debt Service Reserve Account**

If on any Interest Payment Date for the Bonds, the amount in the Principal Account is less than the amount required to pay the principal and Redemption Price of Bonds then payable, or the amount in the Interest Account shall be less than the amount required to pay interest then due on the Bonds, the Trustee is required to apply amounts from the Debt Service Reserve Account to the extent necessary to eliminate the deficiency first in the Interest Account and second in the Principal Account. Any amount on deposit in the Debt Service Reserve Account prior to the monthly allocation from the Revenue Fund that is in excess of the Debt Service Reserve Requirement will, upon the request of the Department, be transferred to the Revenue Fund.

Whenever the amount in the Debt Service Reserve Account, together with the amounts in the Debt Service Fund is sufficient to fully pay all Outstanding Bonds in accordance with their terms (including principal or Redemption Price and interest thereon), the funds on deposit in the Debt Service Reserve Account may be transferred to the Debt Service Fund for credit to the Redemption Account and the Interest Account, as appropriate.

The Debt Service Reserve Account Requirement is three percent (3%) of the current balance of Mortgage Loans outstanding (for Mortgage Loans represented by Mortgage Certificates the requirement is zero percent (0%)).

### **Special Mortgage Loan Fund**

As a result of the issuance of certain Series of Bonds, the Trust Indenture established the Special Mortgage Loan Fund as a separate fund pledged (unless withdrawn as described in the next paragraph) to and available for payment of Debt Service on the Bonds. In the event of any shortfall in funds available to pay any Debt Service on the Bonds, the Depository shall, upon the request of the Trustee, transfer to the

Trustee from the Special Mortgage Loan Fund any amount necessary to provide sufficient funds to pay the amount then due and owing.

Moneys on deposit in the Special Mortgage Loan Fund may be withdrawn by the Department for the purpose of acquiring from mortgage lenders Special Mortgage Loans (including participations therein). Special Mortgage Loans are mortgage loans which otherwise meet the requirements of the Code, applicable to mortgage loans financed with the proceeds of qualified mortgage bonds, which bear interest at a rate of zero percent (0%) per annum, and for which principal amortizes over the term of the loan. Special Mortgage Loans may not satisfy all Mortgage Loan requirements for a Program under the Trust Indenture.

### **Withdrawals from Funds to Pay Debt Service**

If on any Interest Payment Date on the Bonds, the amount in the Interest Account or the Principal Account shall be less than the amount required to be in such Account in order to make payments then due, the Trustee shall transfer from the following Funds and Accounts in the following order of priority the amount of such deficit and apply such amount to pay aggregate Debt Service as necessary: (i) Redemption Account, (ii) Mortgage Loan Fund, and (iii) Debt Service Reserve Account.

None of the following are deemed available under the Trust Indenture for the payment of Debt Service on Bonds: (i) moneys in the Redemption Account which are to be used to redeem Bonds as to which notice of redemption has been given or committed to the purchase of Bonds, (ii) moneys in the Mortgage Loan Fund which are to be used to acquire or refinance Mortgage Loans (or Mortgage Certificates) with respect to which the Department has entered into commitments with borrowers or Mortgage Lenders, or (iii) Mortgage Loans credited to the Mortgage Loan Fund. Prior to withdrawing any amounts from the Mortgage Loan Fund, the Department shall file with the Trustee a Statement of Projected Revenues giving effect to such withdrawal, which shall project Revenues sufficient to pay Department Expenses and Debt Service when due in the then-current and each succeeding Bond Year. If there is not sufficient amount in all Funds and Accounts to pay all required principal, interest and Redemption Price on all Bonds, the available amounts will be applied in accordance with the provisions of the Trust Indenture.

### **Investments**

Moneys held in the Mortgage Loan Fund, the Revenue Fund and the Debt Service Fund are required to be invested and reinvested by the Trustee or by any Depository holding all or a portion of the moneys in such Funds, in accordance with instructions from the Department and moneys held in the Expense Fund are required to be invested and reinvested by the Department or by any Depository holding all or a portion of the moneys in such Fund, in accordance with instructions from the Department, to the fullest extent practicable and if permitted by the Act, in Investment Securities (or certificates of deposit or time deposits) the principal of which the Department estimates will be received not later than such times as will be necessary to provide moneys when needed for payments to be made from each such Fund. See "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Texas Treasury Safekeeping Trust Company."

Interest earned from investing any moneys in any Fund or profits realized from any investments in such Fund are required to be retained in such Fund until it contains the amount required by the Trust Indenture to be deposited therein; thereafter such earnings and profits, net of any losses (except that which represents a return of accrued interest paid in connection with the purchase by the Department, the Trustee or any Depository of any investment or as otherwise provided in a Supplemental Indenture), are required

to be transferred to the Revenue Fund. In computing the amount in any Fund or Account created under the provisions of the Trust Indenture for any purpose provided in the Trust Indenture, obligations purchased as an investment of moneys therein must be valued at their amortized value, computed as prescribed in the Trust Indenture.

### **Other Department Covenants**

Prior to the beginning of each Bond Year the Department shall prepare and file with the Trustee an annual budget for the ensuing Bond Year. The Department may not expend any amount from the Expense Fund for Department Expenses for such year in excess of the amounts provided therefor in the annual budget as originally adopted or as amended. The Department shall keep proper books of records and accounts (separate from all other records and accounts) in which complete and correct entries shall be made of its transactions in accordance with generally accepted accounting principles. The Department shall annually, within 150 days after the close of each Bond Year, file with the Trustee, and otherwise as provided by law, a copy of an annual report for such year, accompanied by an accountant's certificate, including the following statements in reasonable detail: a statement of financial position as of the end of such year; a statement of Revenues and Department Expenses; and a summary, with respect to each Fund and Account established under the Trust Indenture of the receipts therein and disbursements therefrom during such year and the amounts held therein at the end of such year. The Department shall at all times appoint, retain and employ competent personnel for the purpose of carrying out the Program and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of such personnel at reasonable compensation, salaries, fees and charges, and all persons employed by the Department shall be qualified for their respective positions.

### **Events of Default**

Each of the following events is an "Event of Default" under the Trust Indenture: (i) default in the due and punctual payment of the principal or Redemption Price of any Bond when due; (ii) default in the due and punctual payment of any installment of interest on any Bond or any sinking fund installment when due and the continuance of such default for a period of 30 days; (iii) default by the Department in the performance or observance of any other of its covenants, agreements, or conditions in the Trust Indenture or in the Bonds, and the continuance of such default for a period of 60 days after written notice thereof to the Department by the Trustee or to the Department and to the Trustee by the owners of not less than ten percent (10%) in principal amount of the Bonds Outstanding; or (iv) the commencement of various proceedings involving the Department in bankruptcy or seeking reorganization, arrangement, readjustment or composition of its debts or for any other relief under the federal bankruptcy laws or under any other insolvency act or law, state or federal, now or hereafter existing, or seeking the involuntary appointment of a receiver or trustee of the Department or for all or a substantial part of its property, and unless commenced by or consented to by the Department, their continuation for 90 days undismissed or undischarged.

### **Bondholders' Rights in the Event of Default**

Acceleration. If an Event of Default occurs and is continuing, then the Trustee may and, upon the written request of the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, must, by written notice delivered to the Department, declare the principal of the Bonds then Outstanding and the interest accrued thereon immediately due and payable; subject, however, to the right of the owners of more than fifty percent (50%) in aggregate principal amount of the Bonds then Outstanding, by written notice to the Department and to the Trustee, to annul such declaration and destroy its effect at any time if all Events of Default, other than those arising from nonpayment of principal or interest due solely as a result of such acceleration, have been cured. Such annulment will not extend to nor affect any subsequent Event of Default nor impair or exhaust any right or power consequent thereon.

Other Actions by Trustee. If any Event of Default occurs and is continuing, then the Trustee may and, upon the written request of the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding and upon being indemnified to its satisfaction, must: (i) by mandamus or other suit, action or proceeding at law or in equity require the Department to perform its covenants, representations and duties under the Trust Indenture; (ii) bring suit upon the Bonds; (iii) by action or suit in equity require the Department to account as if it were the trustee of an express trust for the owners of the Bonds; (iv) by action or suit in equity enjoin any acts or things which may be unlawful or in violation of the rights of the owners of the Bonds; or (v) take such other steps to protect and enforce its rights and the rights of the owners of the Bonds, whether by action, suit or proceeding in aid of the execution of any power granted in the Trust Indenture or for the enforcement of any other appropriate legal or equitable remedy.

Judicial Proceedings. If any Event of Default occurs and is continuing, then the Trustee may, and upon written request by the owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction, must, proceed by suit or suits, at law or in equity or by any other appropriate legal or equitable remedy, to enforce payment of the principal of and interest on the Bonds under a judgment or decree of a court or courts of competent jurisdiction or by the enforcement of any other appropriate legal or equitable remedy, as the Trustee deems most effectual to protect and enforce any of its rights or the rights of the owners of the Bonds under the Trust Indenture.

### **Application of Proceeds**

The proceeds received by the Trustee in case of an Event of Default, together with all securities and other moneys which may then be held by the Trustee as a part of the Trust Estate, are required to be applied in order, as follows:

(a) to the payment of the reasonable and proper charges, expenses and liabilities of the Trustee;

(b) to the payment of the interest and principal or Redemption Price then due on the Bonds, as follows:

(i) unless the principal of all the Bonds shall have become or have been declared due and payable, to the payment to the persons entitled thereto of: first, all installments of interest then due, including Swap Agreement Periodic Payments then due, in order of maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installments maturing on the same date or Swap Agreement Periodic Payments then due, then to the payment thereof ratably, according to the amounts due thereon, without any discrimination or preference; and second, the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, without any discrimination or preference;

(ii) if the principal of all the Bonds shall have become or have been declared due and payable, to the payment of the principal and interest then due and unpaid upon the Bonds, including Swap Agreement Periodic Payments then due and unpaid, without preference or priority of principal over interest or of interest over principal, including, in each case, Swap Agreement Periodic Payments, or of any installment of interest over any other installment of interest, including Swap Agreement Periodic Payments or of any Bond over any other Bond ratably, according to the amounts due respectively for principal and interest, including Swap Agreement Periodic Payments, to the persons entitled thereto without any discrimination or preference;

(c) to the payment of Swap Agreement Termination Payments but only to the extent that the amount available shall be sufficient to pay the principal or Redemption Price of and interest on any Junior Lien Bonds then due and payable prior to the payment of any amount in satisfaction of Swap Agreement Termination Payments; and

(d) to the payment of the amounts required for reasonable and necessary Department Expenses allocable to the Bonds, the Trust Indenture or the Program.

The Bank of New York Mellon Trust Company, N.A., a national banking association having a corporate trust office located in Jacksonville, Florida, serves as the Trustee for the Bonds issued under the Trust Indenture, including the Series 2019A Bonds. The Trustee is required to be removed if so requested by the owners of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Department. The Trustee may also resign. In either event, a successor is required to be appointed.

### **Supplemental Indentures without Consent of Bondholders**

For any one or more of the following purposes and at any time or from time to time, a supplemental indenture of the Department may be adopted, which, upon filing with the Trustee a copy thereof, certified by an authorized officer of the Department, shall be fully effective in accordance with its terms: (i) to authorize Bonds of a Series and to specify the matters relative to such Bonds which are not contrary to or inconsistent with the Trust Indenture; (ii) to close the Trust Indenture against, or provide limitations on, the delivery of Bonds; (iii) to add to the covenants of the Department in the Trust Indenture; (iv) to add to the restrictions in the Trust Indenture other restrictions to be observed by the Department which are not inconsistent with the Trust Indenture; (v) to confirm the subjection to any lien or pledge created by the Trust Indenture of the Trust Estate or any other moneys; (vi) to modify any of the provisions of the Trust Indenture in any other respect, effective only after all Bonds of any Series Outstanding at the date of the adoption of such supplemental indenture shall cease to be Outstanding; (vii) to amend the Trust Indenture to permit its qualification under the Trust Indenture Act of 1939 or any state blue sky law; or (viii) to surrender any right conferred upon the Department by the terms of the Trust Indenture, provided that the surrender of such right is not inconsistent with the covenants of the Department contained in the Trust Indenture.

For any one or more of the following purposes and at any time or from time to time, a supplemental indenture may be adopted with the consent of the Trustee: (i) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision of the Trust Indenture; (ii) to insert such provisions clarifying matters or questions arising under the Trust Indenture as are necessary or desirable and are not contrary to or inconsistent with the Trust Indenture as theretofore in effect; or (iii) to provide for additional duties of the Trustee in connection with the Trust Estate, the Mortgage Loans or the Program.

### **Amendment of Indenture with Consent of Bondholders**

Any modification or amendment of the Trust Indenture and of the rights and obligations of the Department and of the owners of the Bonds and coupons thereunder, in any particular, may be made by a Supplemental Indenture, with the written consent given as provided in the Trust Indenture (i) of the owners of at least 2/3 in aggregate principal amount of the Bonds Outstanding at the time such consent is given, and (ii) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, of the owners of at least 2/3 in aggregate principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given, and (iii) in case the modification or amendment changes the terms of any sinking fund installment, of the owners of at least 2/3 in aggregate principal amount of the Bonds of the particular Series and maturity entitled to such sinking fund installment and Outstanding at the time such consent is given; provided, however, that if such modification or amendment

will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under these provisions.

No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bond or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds of which the consent of the owners is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any fiduciary without its written assent thereto. For the purposes of the Trust Indenture, a Series is deemed to be affected by a modification or amendment of the Trust Indenture if the same adversely affects or diminishes the rights of the owners of the Bonds of such Series. The Trustee may in its discretion determine whether or not in accordance with the foregoing powers of amendment, Bonds of any particular Series or maturity would be affected by any modification or amendment of the Trust Indenture and any such determination shall be binding and conclusive on the Department and all owners of Bonds.

### **Defeasance**

If the Department shall pay or cause to be paid, or there shall otherwise be paid, to the owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Trust Indenture, then the pledge of the Trust Estate under the Trust Indenture and all covenants, agreements and other obligations of the Department to the Bondholders, shall thereupon terminate.

Bonds or interest installments for the payment or redemption of which moneys shall be held in trust by the Trustee or the Paying Agents at the maturity or redemption date thereof shall be deemed to have been paid within the meaning of the Trust Indenture. In addition, all Outstanding Bonds of any Series shall be deemed to have been paid within the meaning of the Trust Indenture if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, the Department shall have given to the Trustee irrevocable instructions to give notice of redemption of such Bonds on said date, (ii) there shall have been deposited with the Trustee either moneys in an amount which shall be sufficient, or Investment Securities the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee or Paying Agents at the same time shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not be redeemed within the next succeeding 60 days, the Department shall have given the Trustee irrevocable instructions to give a notice to the owners of such Bonds that the deposit required by (ii) above has been made with the Trustee or the Paying Agents and that said Bonds are deemed to have been paid in accordance with the Trust Indenture and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, on said Bonds.

If there are Junior Lien Bonds outstanding at the time all Bonds are defeased, all moneys or securities held by the Trustee and not required for the payment of principal or Redemption Price and interest on the Bonds shall be transferred to the trustee under the Junior Lien Trust Indenture.

### **Depositories**

The Department may appoint one or more depositories to hold all or a designated portion of the moneys and investments subject to the lien and pledge of the Trust Indenture. Any depository appointed by the Department must be: (i) the Texas Treasury Safekeeping Trust Company; or (ii) a bank, trust company, a national banking association, a savings and loan association, savings bank, or other banking institution or

association selected by the Department. See "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Texas Treasury Safekeeping Trust Company."

All moneys and securities deposited with any Depository under the provisions of the Trust Indenture are required to be held in trust for the Trustee or the Department, as applicable, and the owners of the Bonds, and may not be applied in any manner that is inconsistent with the provisions of the Trust Indenture. Each Fund or Account held by the Depository shall be a trust fund for purposes of the Trust Indenture.

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**APPENDIX F**

**SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS,  
PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS**



## The Prior Bonds

In addition to the Series 2019A Bonds to be issued, multiple series of Prior Bonds have been issued pursuant to the Trust Indenture. As of April 30, 2019, \$438,613,083 in aggregate principal amount of such Prior Bonds were Outstanding in the following principal amounts:

Series	Original Issue Amount	Bonds Outstanding
2004 A/ B	\$ 176,610,000	\$ 19,910,000
2004 C/ D/ E/ F	\$ 175,070,000	\$ 13,290,000
2005 A	\$ 100,000,000	\$ 19,095,000
2007 A	\$ 143,005,000	\$ 20,155,000
2013 A	\$ 42,500,000	\$ 14,795,000
2015 A/ B	\$ 53,695,000	\$ 33,790,000
2016 A/ B	\$ 91,245,000	\$ 55,125,000
2017 A/ B	\$ 133,700,952	\$ 118,593,083
2018 A/ B	\$ 143,860,000	\$ 143,860,000
<b>TOTAL</b>	<b>\$ 1,059,685,952</b>	<b>\$ 438,613,083</b>

For a more detailed description of the Prior Bonds, please refer to "APPENDIX D-2 – BOND SUMMARY OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS."

## Prior Mortgage Certificates

Mortgage Certificates currently held under the Single Family Mortgage Revenue Bond Program are as follows:

### Mortgage Certificates

Ginnie Mae	\$ 416,544,197
Fannie Mae	\$ 28,549,809
Freddie Mac	\$ 2,485,181
<b>TOTAL</b>	<b>\$ 447,579,187</b>

For additional information regarding the Mortgage Certificates acquired with proceeds of the Prior Bonds, please refer to "APPENDIX D-1 -- ADDITIONAL INFORMATION CONCERNING MORTGAGE CERTIFICATES." Unless otherwise specified, all information is as of April 30, 2019.

## Junior Lien Bonds

In addition to the Prior Bonds, the Department has issued \$105,135,932 in original principal amount of its Junior Lien Bonds. As of April 30, 2019, \$3,855,000 of such bonds remain outstanding. For additional information on the Junior Lien Bonds, see "APPENDIX D-2 BOND SUMMARY OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS." Revenues under the Trust Indenture only become Surplus Indenture Revenues available to be released to pay debt service on the Junior Lien Bonds to the extent such revenues are, on any March 1 or September 1 or other date on which such debt service is payable, in excess of one hundred percent (100%) of (i) all Debt Service on the Bonds, including Swap Agreement Periodic Payments, (ii) amounts required to fund reserves for the Bonds, and (iii) all

expenses of the Department in administering the programs related to the Bonds. See "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE – The Trust Indenture – Revenue Fund."

### **TEXAS TREASURY SAFEKEEPING TRUST COMPANY**

The Department has entered into a Depository Agreement relating to the Bonds (as amended and supplemented, the "Depository Agreement"), by and among the Department, the Trustee, and the Texas Treasury Safekeeping Trust Company, a special-purpose trust company organized under the laws of the State of Texas (the "Trust Company"). Pursuant to the Depository Agreement, the Trust Company will hold all moneys and securities required to be credited to all Funds (other than the Principal Account, Interest Account, Swap Agreement Periodic Payment Account and Redemption Account of the Debt Service Fund, and the Expense Fund). All money and securities required by the Trust Indenture to be credited to such Funds and Accounts are required to be remitted to the Trust Company from time to time by the Department and the Trustee. The Trust Company is required to remit amounts from the appropriate accounts held by it to the Trustee at such times as are necessary to pay the principal or Redemption Price of and interest on the Bonds when due. Moneys held in the accounts held by the Trust Company are required to be invested by the Trust Company pursuant to instruction from the Department as described under "APPENDIX E – SUMMARY OF INFORMATION REGARDING THE TRUST INDENTURE – The Trust Indenture – Investments." The Trust Company is required to hold all moneys and securities delivered to it under the Depository Agreement in trust for the benefit of the Department, the Trustee and the owners of the Bonds.

The Department has agreed to pay the Trust Company a fee for performing its duties under the Depository Agreement. The Department has the right to remove the Trust Company as Depository under the Depository Agreement at any time by filing a written notice with the Trustee and the Trust Company to that effect. The Trust Company may resign as Depository under the Depository Agreement by giving at least 60 days' written notice to the Department and the Trustee of its determination to resign. Upon any such removal or resignation, the Trust Company is required to deliver all moneys and securities held by it under the Depository Agreement to its successor thereunder, or, if there is no successor, to the Trustee.

### **LEGALITY FOR INVESTMENT**

The Act provides that all obligations issued by the Department are legal and authorized investments for banks, savings banks, trust companies, savings and loan associations, insurance companies, fiduciaries, trustees, guardians, and the sinking and other public funds of the State, municipalities, counties, school districts, and other political subdivisions and public agencies of the State.

The Act also provides that all obligations issued by the Department are eligible and lawful security for all deposits of public funds of the State and all public agencies to the extent of the par or market value thereof, whichever is greater.

To the extent that the Series 2019A Bonds constitute "collateralized mortgage obligations that have a stated final maturity of greater than 10 years" within the meaning of the Texas Public Funds Investment Act, the Series 2019A Bonds are not an "authorized investment" for a state agency, a local government, or other investing entity subject to the provisions of the Public Funds Investment Act.

No representation is made that the Series 2019A Bonds will be acceptable to public entities to secure their deposits or acceptable to such institutions for investment purposes. The Department has

made no investigation of other laws, rules, regulations or investment criteria which might apply to any such persons or entities or which might otherwise limit the suitability of the Series 2019A Bonds for any of the foregoing purposes or limit the authority of such persons or entities to purchase or invest in the Series 2019A Bonds for such purposes.

### **DTC and Book-Entry**

DTC will act as securities depository for the Series 2019A Bonds. The Series 2019A Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered certificate will be issued for each maturity of the Series 2019A Bonds, in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest 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 Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at [www.dtcc.com](http://www.dtcc.com) and [www.dtc.org](http://www.dtc.org).

Purchases of Series 2019A Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2019A Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2019A Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' Records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2019A Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in Series 2019A Bonds, except in the event that use of the book-entry system for the Series 2019A Bonds is discontinued.

To facilitate subsequent transfers, all Series 2019A Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2019A Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2019A Bonds; DTC's

records reflect only the identity of the Direct Participants to whose accounts such Series 2019A Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2019A Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2019A Bonds, such as redemptions, tenders, defaults, and proposed amendments to the bond documents. For example, Beneficial Owners of Series 2019A Bonds may wish to ascertain that the nominee holding the Series 2019A Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2019A 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 Series 2019A Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Department 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 Series 2019A Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Redemption proceeds, principal and interest payments on the Series 2019A Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Department or the Trustee, on the payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC nor its nominee, the Trustee, or the Department, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, and principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Department or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2019A Bonds at any time by giving reasonable notice to the Department or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, bond certificates are required to be printed and delivered.

The Department may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, bond certificates will be printed and delivered.

The information in this section concerning DTC and DTC's book-entry system has been obtained from DTC and is not guaranteed as to accuracy or completeness by, and is not to be construed as a representation of, the Department, or the Trustee.

The Department, the Underwriters and the Trustee cannot and do not give any assurances that DTC, the Direct Participants or the Indirect Participants will distribute to the Beneficial Owners of the Series 2019A Bonds (i) payments of principal of or interest and premium, if any, on the Series 2019A Bonds, (ii) certificates representing an ownership interest or other confirmation of beneficial ownership interest in Series 2019A Bonds, or (iii) redemption or other notices sent to DTC or Cede & Co., its nominee, as the registered owner of the Series 2019A Bonds, or that they will do so on a timely basis, or that DTC, Direct Participants or Indirect Participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities Exchange Commission, and the current "Procedures" of DTC to be followed in dealing with Direct Participants are on file with DTC.

NEITHER THE DEPARTMENT, THE UNDERWRITERS NOR THE TRUSTEE WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY DIRECT PARTICIPANT, INDIRECT PARTICIPANT OR ANY BENEFICIAL OWNER OR ANY OTHER PERSON WITH RESPECT TO: (1) THE SERIES 2019A BONDS; (2) THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT; (3) THE PAYMENT BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY AMOUNT DUE TO ANY BENEFICIAL OWNER IN RESPECT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE SERIES 2019A BONDS; (4) THE DELIVERY BY DTC OR ANY DIRECT PARTICIPANT OR INDIRECT PARTICIPANT OF ANY NOTICE TO ANY BENEFICIAL OWNER WHICH IS REQUIRED OR PERMITTED UNDER THE TERMS OF THE TRUST INDENTURE TO BE GIVEN TO OWNERS OF SERIES 2019A BONDS; (5) THE SELECTION OF THE BENEFICIAL OWNERS TO RECEIVE PAYMENT IN THE EVENT OF ANY PARTIAL REDEMPTION OF SERIES 2019A BONDS; OR (6) ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC AS A BONDHOLDER.

### **Discontinuation of Book-Entry Only System**

In the event that the book-entry-only system is discontinued by DTC or the Department, the following provisions will be applicable to the Series 2019A Bonds. Series 2019A Bonds may be exchanged for an equal aggregate principal amount of Series 2019A Bonds in other Authorized Denominations of the same Series and maturity upon surrender thereof at the applicable corporate trust office of the Trustee with a duly executed assignment in form satisfactory to the Trustee. The transfer of any Series 2019A Bond may be registered on the books maintained by the Trustee for such purpose only upon the surrender of such Series 2019A Bond to the Trustee with a duly executed assignment in form satisfactory to the Trustee. For every exchange or transfer of registration of Series 2019A Bonds, the Department or the Trustee may make a charge sufficient to reimburse it or them for any tax, fee, or other governmental charge required to be paid with respect to such exchange or registration of transfer, as well as the administrative expenses, if any, charged by the Trustee for the transfer or exchange. The Trustee will not be required to transfer or exchange any Series 2019A Bond for a period of 20 days next preceding an interest payment date on such Series 2019A Bonds or next preceding any selection of Series 2019A Bonds to be redeemed or thereafter until after mailing of any notice of redemption on any Series 2019A Bonds called for redemption, or transfer or exchange any Series 2019A Bonds called for redemption. The Department and the Trustee may treat the Person in whose name a Series 2019A Bond is registered as the absolute owner thereof for all purposes, whether such Series 2019A Bond is overdue or not, for the purpose of receiving payment of, or on account of the principal of, interest on, such Series 2019A Bond. If any Series 2019A Bond is not presented for payment when the principal or the Redemption Price therefor becomes due, and if moneys sufficient to pay such Series 2019A Bond (or the portion thereof called for redemption) or such interest, as is applicable, have been deposited under the Trust Indenture, all liability of the Department to the owner thereof for the payment of such Series 2019A Bonds (or portion thereof) or such interest, as applicable, will be discharged, and thereupon it shall be the duty of the Trustee to hold such money for the benefit of the owner of the

applicable Series 2019A Bond, who will thereafter be restricted exclusively to such money, for any claim on his part under the Trust Indenture or on or with respect to, such principal, Redemption Price and/or interest. Money not claimed within three years will be turned over to the Comptroller of Public Accounts of the State of Texas (the "Comptroller"), in accordance with Title 6, Texas Property Code.

## **THE PROGRAM AND THE MORTGAGE LOANS**

The Department has established a Single Family Mortgage Revenue Bond Program ("Program") pursuant to the Act for the purpose of assisting in financing the costs of acquisition of residences within the State of Texas by Eligible Borrowers (as described below). The component of the Program relating to the Series 2019A Bonds has been designated as the Department's Bond Program No. 93 ("Program 93"). In connection with the issuance of the Series 2019A Bonds and the Prior Bonds and any additional Bonds, the Department purchased or shall purchase certain qualified Mortgage Loans (or participations therein) or Mortgage Certificates backed by Mortgage Loans originated by commercial banks, savings and loan associations, mortgage companies, non-profit corporations, and other qualified financial institutions (the "Mortgage Lenders"). As a result of the issuance of the Series 2019A Bonds, the Trustee on behalf of the Department has agreed to purchase 2019 A Mortgage Certificates.

### **General**

The guidelines adopted by the Department from time to time in connection with the Program establish the eligibility of lenders to participate in the Program, time limitations with respect to commitments for and originations of Mortgage Loans, the types of Mortgage Loans eligible for purchase by the Servicer, the eligibility of mortgagors, the requirements for dwellings which secure Mortgage Loans, the fees which a Mortgage Lender may charge to originate a Mortgage Loan, the fees which a lending institution may charge for servicing a Mortgage Loan, as well as other aspects of the Program. In connection with each phase of the Program, the Department and the respective Mortgage Lenders executed origination, sale and servicing agreements or mortgage origination agreements and program supplements or program guidelines (collectively, the "Agreement"). The Agreement obligated or will obligate the Mortgage Lenders to use their best efforts to originate and sell to the Department Mortgage Loans in conformity with the guidelines. Each Mortgage Loan was reviewed prior to acquisition by the Compliance Agent designated by the Department for compliance with applicable provisions of the Program as set forth in the guidelines and with applicable provisions of federal income tax laws. The procedures set forth in the Agreement are established by the Department after consideration of standards and requirements customary in the secondary mortgage market. The Department anticipates that it may revise its procedures from time to time to conform with changes in the procedures followed by Fannie Mae, RHS, Ginnie Mae, VA, or other major secondary mortgage market institutions.

### **Down Payment Assistance**

Up to 25% of funds available through the issuance of the Series 2019A Bonds will be made available for Mortgage Loans made to Eligible Borrowers without an accompanying DPA Loan ("Low Rate Option"); borrowers choosing the Low Rate Option do not receive down payment or closing cost assistance. The remaining proceeds will be available for Mortgage Loans accompanied by a DPA Loan ("Assisted Option") that provides funds for down payment and closing cost assistance in the form of a 0%, non-amortizing, 30-year second loan that is due on sale or refinance. Mortgage Loans originated through the Assisted Option currently receive 4 points of down payment and closing cost assistance and typically carry a higher mortgage rate than Low Rate Option Mortgage Loans. The Department reserves the right to modify the down payment assistance options available through the Program at any time.

## **Mortgage Lender Reservations – First Come, First-Served**

No funds made available through Program 93 will be allocated to any specific Mortgage Lenders. Rather, all of such funds will be made available to Mortgage Lenders on a controlled first-come, first-served basis.

### **Low Income Reservation**

For the first one year period of Program 93 (or such longer period as determined by the Department), the Department is requiring that thirty percent (30%) of the funds made available through the issuance of the Series 2019A Bonds set aside for Mortgage Loans for individuals and families of not exceeding eighty percent (80%) of applicable median family income ("AMFI").

Since October 1, 2016, approximately 64% of the Mortgage Loans originated by the Department that were eligible for inclusion in a tax-exempt bond issue and were securitized into Ginnie Mae Certificates were made to borrowers at or below 80% of AMFI.

### **Low and Moderate Income Reservation**

The remaining lendable funds will be made available for Mortgage Loans to Eligible Borrowers of low and moderate incomes whose family income does not exceed, for families of three persons or more, one hundred fifteen percent (115%) (one hundred forty percent (140%) in targeted areas) of AMFI, and, for individuals and families of one or two persons, one hundred percent (100%) (one hundred twenty percent (120%) in targeted areas) of AMFI.

### **Eligible Borrowers**

Each Mortgage Loan is required to be made to a person whose family income does not exceed certain income limits. In addition, to be eligible for a Mortgage Loan an applicant must be a person: (i) who intends to occupy the residence to be financed with such Mortgage Loan as his or her principal residence within a reasonable period; (ii) who, except in the case of certain targeted area loans, certain exception loans hereinafter described, and certain homes falling into the Contract for Deed Exception, has not had a present ownership interest in a principal residence at any time during the three-year period preceding the date of execution of the Mortgage; and (iii) who has not had an existing mortgage on the residence (other than a mortgage falling into the Contract for Deed Exception) to be financed with such Mortgage Loan at any time prior to the execution of the Mortgage, other than certain permitted temporary financing mortgages. The Department, subject to the requirements of applicable provisions of federal income tax law and applicable regulations, may approve a limited number of exception loans that do not satisfy the requirement described in clause (ii) in the immediately preceding sentence. The maximum income for Eligible Borrowers varies according to family size and location.

### **Eligible Property**

Each residence financed with a Mortgage Loan must consist of real property and improvements permanently affixed thereon which is located within the State of Texas. Each residence must be a single-family, owner-occupied attached or detached structure, a single-family condominium unit or a single unit in a planned unit development ("PUD") or a single unit in a qualifying duplex, triplex, or four-plex. Each residence financed with a Mortgage Loan must have an acquisition cost (the "Maximum Acquisition Cost") not exceeding certain acquisition cost limits established by the Department from time to time. The Maximum Acquisition Cost varies according to location.

## **Mortgage Loans**

The Department is not permitted under the Trust Indenture to sell, assign, transfer, or otherwise dispose of any Mortgage Loan or any of the rights of the Department with respect to any Mortgage Loan unless the Department determines that such action is in the best interests of the Department and the Bondholders and will not adversely affect the ability of the Department to pay when due the principal or Redemption Price of and interest on the Bonds, in which case such Mortgage Loan may be so disposed of by the Department free and clear of the lien of the Trust Indenture. See "Sale of Mortgage Certificates."

The Department shall not consent or agree to or permit any amendment or modification of any Mortgage Loan which will in any manner materially impair or materially adversely affect the rights or security of the Bondholders under the Trust Indenture in such Mortgage Loan.

## **Compliance with Tax Law and Program Guidelines**

Each Mortgage Lender was required or will be required to follow certain procedures in the origination of Mortgage Loans to insure compliance with the mortgage eligibility requirements of applicable federal income tax laws and other requirements applicable to the Mortgage Loans. These procedures will include, but may not be limited to, the following: (i) obtaining affidavits of the borrower and seller and certificates of lender, providing and certifying certain information regarding borrower income, home acquisition cost, and other loan information; (ii) reviewing the contents of the affidavits and certificates with the persons executing them prior to the execution thereof; (iii) except in the case of certain targeted area loans or certain other exception loans, obtaining signed or certified copies of the borrower's federal income tax returns or federal tax transcripts for the preceding three years to verify that the borrower did not claim deductions for taxes or interest on indebtedness with respect to real property constituting his or her principal residence or a borrower's affidavit that he or she was not required to file such a return during one or more of the preceding three years; (iv) performing such additional investigations as may be appropriate under the circumstances to verify that the requirements of applicable federal income tax laws are satisfied as of the date of the execution of the Mortgage; (v) reviewing the draft settlement statement to assure that all fees and charges and settlement and financing costs comply with the applicable requirements; (vi) carrying out such additional verification procedures as may be reasonably requested by the Department, its designated compliance agent, or the Trustee. If any Mortgage Loan fails to meet the guidelines established by the Department, the originating Mortgage Lender will be required to correct such failure within a reasonable time after such failure is discovered by either repurchasing the non-qualifying Mortgage Loan in full or by replacing the non-qualifying Mortgage Loan with a Mortgage Loan which meets the applicable requirements.

## **Servicing**

The Master Servicer may deduct its servicing fees directly from amounts received on such Mortgage Loans. As compensation for its duties as servicer of Mortgage Loans, the Master Servicer will be entitled to receive a monthly servicing fee.

Servicing of the Mortgage Loans is required to be carried out in accordance with generally accepted practices in the mortgage lending industry and in accordance with the servicing standards set forth in the GNMA Guide, Freddie Mac Guide or the Fannie Mae Guides, as applicable. In particular, the Master Servicer will be required to pursue collection on the applicable Mortgage Loans with prudence and diligence, manage foreclosure or assignment procedures, and file, process and receive the proceeds from FHA mortgage insurance, VA or RHS guaranty claims, or private mortgage insurance. All proceeds received by the Master Servicer with respect to a Mortgage Loan included in a GNMA Certificate must be deposited into the GNMA Issuer's Primary Custodial Account and administered by the Master Servicer and



the GNMA Paying Agent as more fully described herein in "APPENDIX B-1 - GNMA AND THE GNMA CERTIFICATES."

The Master Servicer, as servicer of the Mortgage Loans, must provide to the Department and such other person specified in a Supplemental Indenture, audited financial statements on an annual basis and monthly reports relating to Mortgage Loan originations and purchases. The Master Servicer may not resign from its servicing duties unless it is determined that its duties are no longer permissible under applicable laws and then only upon the assumption of the servicing duties by a successor servicer acceptable to FHA, VA, Ginnie Mae, Freddie Mac, Fannie Mae and the Department. In the event the Master Servicer is in material breach of its servicing obligations imposed by Ginnie Mae, Freddie Mac, Fannie Mae or the Department or a material adverse change has occurred in the financial condition of the Master Servicer, the Department, with the approval of Ginnie Mae, Freddie Mac, and Fannie Mae, may terminate the Master Servicer's servicing rights and transfer and assign those rights to another Fannie Mae-, Freddie Mac-, and Ginnie Mae-approved servicer.

### **The Master Servicers**

Idaho Housing and Finance Association ("Idaho HFA") will serve as Master Servicer of Mortgage Loans related to the Series 2019A Bonds. As of April 30, 2019, Idaho HFA participates as Master Servicer for the Department for approximately 1,474 Mortgage Loans financed with the proceeds of the Prior Bonds, which Mortgage Loans had an outstanding principal balance of \$240,372,271.

Under the terms of the servicing agreement relating to the Series 2019A Bonds (the "Servicing Agreement"), the Department may terminate the Servicing Agreement without cause upon 120 days advance written notice to the Idaho HFA. The Department may terminate the Servicing Agreement (subject to any applicable cure period) upon the occurrence of certain events. The Servicing Agreement has an approximately one year initial term with up to three one-year extensions as mutually agreed. If the Department terminates the Servicing Agreement for cause, then all power of the Idaho HFA under the Servicing Agreement shall be vested in the substitute Master Servicer.

If the Department terminates the Servicing Agreement for cause pursuant to its terms, the Idaho HFA shall, consistent with GNMA and Fannie Mae or Freddie Mac standards, make a full accounting and transfer and deliver to the Department, or its designee, all documents and moneys relating to the eligible mortgage loans which are then in the Idaho HFA's possession or under its custody or control, and thereupon all rights and duties of the Idaho HFA and its rights to further compensation shall cease.

The Texas State Affordable Housing Corporation ("TSAHC") is the Master Servicer for various Mortgage Loans financed pursuant to the Trust Indenture. Texas Star Mortgage ("TSM") is the registered business name of TSAHC and is a non-profit mortgage banking company engaging in single and multi-family lending to targeted rural and under-served areas in Texas. As of April 30, 2019, TSM participates as Master Servicer for the Department for approximately 152 Mortgage Loans financed with the proceeds of the Prior Bonds, which Mortgage Loans had an outstanding principal balance in the amount of \$3,350,527

As of April 30, 2019, CitiMortgage, Inc. participates as Master Servicer for the Department for approximately 144 Mortgage Loans financed with the proceeds of the Prior Bonds, which Mortgage Loans had an outstanding principal balance of \$5,546,632. CitiMortgage recently sold servicing rights to Cenlar FSB for 12 Mortgage Loans, which Mortgage Loans had an outstanding principal balance of \$234,893 (not inclusive in Mortgage Loans currently serviced by CitiMortgage).

Bank of America, N.A. ("Bank of America") is the Master Servicer for various Mortgage Loans, including the Mortgage Loans underlying the Refunded Bonds, financed pursuant to the Trust Indenture. As of April 30, 2019, Bank of America participates as Master Servicer for the Department for approximately 2,425 Mortgage Loans financed with the proceeds of the Prior Bonds, which Mortgage Loans had an outstanding principal balance of \$162,655,027.

US Bank National Association ("US Bank") is the Master Servicer for various Mortgage Loans financed pursuant to the Trust Indenture. As of April 30, 2019, US Bank participates as Master Servicer for the Department of approximately 282 Mortgage Loans financed with the proceeds of the Prior Bonds, which Mortgage Loans had an outstanding principal balance of \$35,667,307.

### **Sale of Mortgage Certificates**

The Department may sell Mortgage Certificates in whole or part only upon delivery by the Department of (i) a statement of Projected Revenues establishing that such sale will not adversely affect the ability of the Department to pay when due the principal or the Redemption Price of and interest on the Bonds and (ii) written confirmation from each Rating Agency that such sale will not adversely affect the then current ratings on the Bonds (determined without regard to any bond insurance or similar credit enhancement). If proceeds from the sale of the Mortgage Certificates are to be applied to the redemption of Series 2019A Bonds, such Series 2019A Bonds must be redeemed under the applicable optional redemption provision.

### **Investment of Funds**

Moneys in all Funds will be invested pursuant to the Depository Agreement with the Texas Treasury Safekeeping Trust Company in Investment Securities. See "APPENDIX F – SUMMARY OF INFORMATION REGARDING THE PROGRAM AND MORTGAGE LOANS, PRIOR SWAP AGREEMENTS, PRIOR LIQUIDITY FACILITIES AND OTHER MATTERS – Texas Treasury Safekeeping Trust Company." Moneys held or invested in all Funds and Accounts under the Trust Indenture (other than the Rebate Account, the Swap Agreement Termination Payment Subaccount and the Swap Agreement Termination Receipt Subaccount of the Surplus Revenues Account of the Revenue Fund and the Policy Payments Account) are for the equal and ratable benefit of all owners of the Bonds.

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The following table summarizes certain information as of [April 30, 2019], regarding yields (calculated on the basis of stated maturity) on existing investments (valued at par) within the Float Fund in connection with outstanding Prior Bonds.

Fund or Account	Approximate Amount Invested (Par Value)	Investment Rate (%)	Investment Maturity Date	Investment Security / Investment Agreement Provider
1980 Single Family Surplus Rev	\$ 18,506,000.89	6.08	9/30/2029	FGIC
1980 Single Family Surplus Rev	804,529.59	2.6	Short term	NATWEST
1991 A Single Family	2,967,353.62	6.08	9/30/2029	FGIC
1991 A Single Family	767,517.13	2.6	Short term	NATWEST
1994 A/B Single Family (JR Lien)	31,894.78	6.08	9/30/2029	FGIC
1994 A/B Single Family (JR Lien)	28,046.86	2.6	Short term	NATWEST
1996 D/E Single Family	3,868.52	2.6	Short term	NATWEST
1997 D/E/F Single Family	338,800.65	2.6	Short term	Greenwich
2002 A/B/C/D Single Family	8,813.96	2.6	Short term	NATWEST
2002 A Single Family (JR Lien)	65,288.95	2.6	Short term	NATWEST
2004 A Single Family (JR Lien)	116,201.98	2.6	Short term	NATWEST
2004 A/B Single Family	2,151,800.00	3.96	3/1/2036	Transamerica Life
2004 A/B Single Family	2,593,452.10	2.6	Short term	NATWEST
2004 C/D/E/F Single Family	1,610,557.79	3.8	3/1/2036	Transamerica Life
2004 C/D/E/F Single Family	214,065.35	2.6	Short term	NATWEST
2005 A Single Family	1,009,711.72	3.37	9/1/2036	Transamerica Life
2005 A Single Family	942.48	2.6	Short term	NATWEST
2005 B/C/D Single Family	2,770.03	2.6	Short term	NATWEST
2007 A Single Family	1,396,241.97	4.32	9/1/2038	Transamerica Life
2007 A Single Family	5,343.32	2.6	Short term	NATWEST
2013 A SF Refunding	464,941.11	2.6	Short term	NATWEST
2015 A/B Single Family	1,593,578.97	2.6	Short term	NATWEST
2016 A/B Single Family	1,915,776.78	2.6	Short term	NATWEST
2017 A/B/C Single Family	1,809,592.31	2.6	Short term	NATWEST
2018 A Single Family	1,695,184.62	2.6	Short term	NATWEST
<b>Grand Total</b>	<b>\$ 40,102,275.48</b>			

The ability of the Department to make timely payments of principal of and interest on the Series 2019A Bonds and the Prior Bonds, could be affected if the parties to the various investment agreements for the Prior Bonds do not honor their obligations thereunder to repay such moneys and the interest thereon at the times and rates set forth in the respective investment agreements.

The Department has adopted an investment policy (the "Investment Policy") which applies to all financial assets of the Department. The Investment Policy's objectives, in the order of priority, are as follows: (1) safety of principal, (2) sufficient liquidity to meet Department cash flow needs, (3) achievement of a market rate of return on investments, and (4) conformance with all applicable State statutes, particularly the Public Funds Investment Act, Chapter 2256, Texas Government Code, as amended. With respect to bond proceeds, the Investment Policy provides that such proceeds should be invested in accordance with

the applicable law, in particular the Public Funds Investment Act and as permitted by the applicable trust indenture.

## **OTHER DEPARTMENT PROGRAMS**

The Department administers a variety of programs, in addition to its single family mortgage revenue bond program, that also fulfill its goals of providing safe and affordable housing throughout the State. Some of these programs may overlap or compete with the Program.

### **Taxable Mortgage Program**

In addition to the Program, the Department offers mortgage loan financing options through its Taxable Mortgage Program (the "TBA Program"). Currently, all mortgage loans originated through the TBA Program are accompanied by a DPA Loan through which the mortgagor receives funds for down payment and closing cost assistance in the form of a 0%, non-amortizing, 30-year second loan that is due on sale or refinance. Mortgage loans originated through the TBA Program are pooled into mortgage-backed securities that are sold to third-party investors. *Neither the mortgage loans nor the mortgage-backed securities originated through the TBA Program are pledged to the Indenture.* Below is a description of current loan options available through the TBA Program.

***Bond Eligible Loans.*** Provided through the Department's My First Texas Home program, these loans typically offer the lowest mortgage rates available through the TBA Program. Borrowers must be Eligible Borrowers (including meeting the first-time homebuyer requirement). Income qualification is performed in accordance with IRS requirements for tax exempt mortgage revenue bonds, and loan documents include standard tax exempt loan documentation (such as tax exempt riders and recapture disclosure). Typically, mortgage loans may be originated as Bond Eligible Loans when the Department has no bond proceeds available. When bond proceeds are available, mortgage loans are typically reserved and originated through the Single Family Mortgage Revenue Bond Program.

***Combo Loans.*** Offered through the Department's My First Texas Home program, these loans include a Mortgage Credit Certificate (MCC) issued by the Department to the borrower. Borrowers must be Eligible Borrowers and must meet the first-time homebuyer requirement; income qualification is performed in accordance with IRS requirements for tax exempt mortgage revenue bonds. Combo Loans are not eligible for inclusion in a tax-exempt bond program.

***Taxable Loans.*** Offered through the Department's My Choice Texas Home program, these loans provide the most qualification flexibility. Borrowers must meet the requirements for an Eligible Borrower except that there is no first-time homebuyer requirement and income qualification is performed using standard 1003 credit qualifying income. Taxable Loans are not eligible for inclusion in a tax-exempt bond program.

### **Residential Mortgage Revenue Bond Program**

The Department administers a residential revenue bond program that finances mortgage loans to certain qualified first-time homebuyers, which is similar to the Program. For information regarding this program see "APPENDIX D-2 – BOND SUMMARY OF THE TEXAS DEPARTMENT OF HOUSING AND COMMUNITY AFFAIRS."

## PRIOR SWAP AGREEMENTS

In connection with the issuance of the certain Prior Bonds, the Department has entered into the following interest rate swap agreements with the respective swap providers described below (the "Prior Swap Providers"), as shown in the table below. Under each of the Prior Swap Agreements, the Department is obligated to make payments to the related Swap Provider at a fixed rate and is to receive from such Swap Provider a floating rate payment based upon the variable rate index shown in the table.

Related Series	Swap Provider	Initial Notional Amount	Fixed Rate	Variable Rate Index
2004 Series B	Bank of New York Mellon	\$ 53,000,000	3.671%	65.5% of LIBOR + 0.20%
2004 Series D	Goldman Sachs Capital Markets, L.P.	\$ 35,000,000	3.084%	Lesser of (the greater of 65% of LIBOR and 56% of LIBOR + .45%) and LIBOR
2005 Series A	JPMorgan Chase Bank, N.A.	\$100,000,000	4.01%	Lesser of (the greater of 65% of LIBOR and 56% of LIBOR + .45%) and LIBOR
2007 Series A	JPMorgan Chase Bank, N.A.	\$143,005,000	4.013%	Lesser of (the greater of 65% of LIBOR and 56% of LIBOR + .45%) and LIBOR

Scheduled payments under the Prior Swap Agreements are subordinate to payments of principal and interest on the Bonds. The Department's scheduled fixed payments associated with the Series 2004B Bonds are insured by Assured Guaranty Municipal Corp. (formerly Financial Security Assurance).

The Prior Swap Agreements present certain financial risks to the Department under the Indenture. See "BONDHOLDER RISKS – Swap Basis Risk" and "– Swap Termination Risk" herein.

## PRIOR LIQUIDITY FACILITIES

### General

In connection with certain variable rate Prior Bonds, the Department entered into liquidity agreements (the "Prior Liquidity Facilities") with the Texas Comptroller of Public Accounts (the "Comptroller"), which succeeded the original liquidity facilities provided at issuance of certain Prior Bonds by the original liquidity facility providers. The Bondholders of such Prior Bonds have the right, and in certain circumstances may be required, to tender such Prior Bonds at a purchase price equal to 100% of the principal amount thereof, plus accrued interest, if any, to the date of purchase. The purchase price of any such Prior Bonds tendered or deemed tendered for purchase and not remarketed by the purchase date will (subject to certain conditions) be payable from amounts made available under the respective Prior Liquidity Facilities.

Bond Series	Outstanding Bond Amount 4/30/2019	Bank Bonds 4/30/2019	Liquidity Provider	Liquidity Provider Expiration Date
2004B	\$19,910,000	\$ -	Texas Comptroller	8/31/2019
2004D	\$13,290,000	\$ -	Texas Comptroller	8/31/2019
2005A	\$19,095,000	\$ -	Texas Comptroller	8/31/2019
2007A	\$20,155,000	\$ -	Texas Comptroller	8/31/2019
2004A JL Taxable	\$3,855,000	\$ -	Texas Comptroller	8/31/2019

### **Variable Rate Bondholders and Liquidity Facilities**

The Prior Liquidity Facilities are scheduled to expire prior to the scheduled final maturity of the related Prior Bonds. In connection with any such scheduled expiration, the Department may take various actions, including, but not limited to, extending, with the consent of the Comptroller, the scheduled expiration of a Prior Liquidity Facility, obtaining a substitute liquidity facility to replace the existing Prior Liquidity Facility, or causing the related Prior Bonds to be converted to a fixed rate or to bear interest at an interest rate mode that does not require a liquidity facility. Under certain circumstances, the Comptroller may terminate a Prior Liquidity Facility without affording the applicable Bondholders a right to optionally tender their Prior Bonds. No assurance is given that the Department will be able or will choose to extend the scheduled expiration on any particular Prior Liquidity Facility or obtain a substitute liquidity facility to replace a Prior Liquidity Facility upon terms substantially similar to the terms of the existing Prior Liquidity Facility.

**APPENDIX G**

**TABLE OF PROJECTED WEIGHTED AVERAGE LIFE DATA  
AT VARIOUS PREPAYMENT SPEEDS**

SIFMA Prepayment Model	Term Bonds Due 9/1/2034	Term Bonds Due 9/1/2039	Term Bonds Due 9/1/2044	Term Bonds Due 3/1/2050	Premium PAC Term Bonds Due 9/1/2049 (Optional Call not Exercised)	Premium PAC Term Bonds Due 9/1/2049 (Optional Call Exercised)
<b>0%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>50%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>75%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>100%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>125%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>150%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>175%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						
<b>200%</b> Average Life Average Maturity Date First Redemption Date Last Redemption Date						

	Term Bonds Due	Term Bonds Due	Term Bonds Due	Term Bonds Due	Premium PAC Term Bonds Due 9/1/2049 (Optional Call not Excercised)	Premium PAC Term Bonds Due 9/1/2049 (Optional Call Excercised)
SIFMA Prepayment Model	9/1/2034	9/1/2039	9/1/2044	3/1/2050		
<b>300%</b> Average Life						
Average Maturity Date						
First Redemption Date						
Last Redemption Date						
<b>400%</b> Average Life						
Average Maturity Date						
First Redemption Date						
Last Redemption Date						
<b>500%</b> Average Life						
Average Maturity Date						
First Redemption Date						
Last Redemption Date						



**APPENDIX H**

**UNEXPENDED PROCEEDS REDEMPTION PRICE FOR  
PREMIUM TERM BONDS AND PREMIUM PAC TERM BONDS**

Redemption Period (Both dates are inclusive)	Redemption Price			
	Term Bonds Due 9/1/2039	Term Bonds Due 9/1/2044	Premium PAC Term Bonds Due 9/1/2049	Term Bonds Due 3/1/2050
Closing Date through 9/30/2019				
10/1/2019 through 10/31/2019				
11/1/2019 through 11/30/2019				
12/1/2019 through 12/31/2019				
1/1/2020 through 1/31/2020				
2/1/2020 through 2/28/2020				
3/1/2020 through 3/31/2020				
4/1/2020 through 4/30/2020				
5/1/2020 through 5/31/2020				
6/1/2020 through 6/30/2020				
7/1/2020 through 7/31/2020				
8/1/2020 through 8/31/2020				
9/1/2020 through 2/29/2021				
3/1/2021 through 8/31/2021				
9/1/2021 through 2/28/2022				
3/1/2022 through 8/31/2022				
9/1/2022 through 2/28/2023				