OFFICIAL STATEMENT DATED DECEMBER 18, 2013

NEW ISSUE—BOOK-ENTRY ONLY

Rating: Moody's "Aaa"
See "RATING" herein.

In the opinion of Special Tax Counsel, assuming the accuracy of certain representations and continuing compliance with certain covenants designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), and subject to the exceptions described herein, under existing laws, regulations, rulings and judicial decisions, (1) interest on the 2014 Series 1 Bonds is excluded from gross income of the owners thereof for purposes of federal income taxation, (2) interest on the 2014 Series 1A-R Bonds is a specific preference item and is included in adjusted current earnings for purposes of the federal alternative minimum tax, (3) interest on the 2014 Series 1N Bonds is neither a specific preference item nor included in adjusted current earnings for purposes of the federal alternative minimum tax, and (4) interest on the 2014 Series 1N-R Bonds is not a specific preference item for purposes of the federal alternative minimum tax; however interest on the 2014 Series 1N-R Bonds is included in adjusted current earnings for purposes of the federal alternative minimum tax. See "TAX TREATMENT AND RELATED CONSIDERATIONS" herein.

WASHINGTON STATE HOUSING FINANCE COMMISSION

$16,765,000 Single-Family Program Bonds, 2014 Series 1A-R (AMT)
$18,815,000 Single-Family Program Bonds, 2014 Series 1N (Non-AMT)
$1,120,000 Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT)

Dated: Date of Initial Delivery **Due:** As shown on the inside front cover

The Washington State Housing Finance Commission (the "Commission") provides this Official Statement in connection with the issuance of its Single-Family Program Bonds, 2014 Series 1A-R (AMT) (the "2014 Series 1A-R Bonds"), its Single-Family Program Bonds, 2014 Series 1N (Non-AMT) (the "2014 Series 1N Bonds"), and its Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT) (the "2014 Series 1N-R Bonds" and, collectively with the 2014 Series 1A-R Bonds and 2014 Series 1N Bonds, the "2014 Series 1 Bonds"). The 2014 Series 1 Bonds are being issued to refund certain outstanding Bonds of the Commission and to finance the purchase of "Eligible Collateral," which may consist of Whole Loans and/or mortgage-backed certificates guaranteed as to timely payment of principal and interest by the Government National Mortgage Association, the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation. The mortgage-backed certificates will be backed by pools of mortgage loans that have been or will be made by participating lenders to persons or families of low and moderate income to finance the purchase of single-family residential housing located in Washington State.

The 2014 Series 1 Bonds will accrue interest from their date of initial delivery (which is expected to be January 28, 2014), payable semiannually on each June 1 and December 1 (or if such date is not a Business Day, on the next succeeding Business Day) commencing June 1, 2014, and upon redemption or maturity.

The 2014 Series 1 Bonds are being issued only as fully registered bonds under a book-entry system and will be initially registered in the name of Cede & Co., as nominee for The Depository Trust Company ("DTC") in New York, New York, which will act as securities depository for the 2014 Series 1 Bonds. Individual purchases of the 2014 Series 1 Bonds will be made in the principal amount of $5,000 or any integral multiple thereof within a maturity. Purchasers of the 2014 Series 1 Bonds will not receive actual certificates representing their interest in such Bonds. Both principal of and interest on the 2014 Series 1 Bonds will be paid by Wells Fargo Bank, National Association, as Trustee, to DTC, which is obligated to remit both principal and interest when due to its participants for subsequent disbursements to Beneficial Owners (as defined in Appendix C hereto) of the 2014 Series 1 Bonds. See Appendix C hereto for a description of DTC and its book-entry system.

The 2014 Series 1 Bonds, and any bonds and notes that have been or may be issued under the Indenture (as defined herein) (collectively, the "Bonds"), other than subordinate lien bonds, will have an equal security interest in all Eligible Collateral and Investment Securities and other sources of payment of all Bonds. Deficiencies in funds available for deposits and payments with respect to any Series of Bonds may be made up from funds available with respect to any other Series of Bonds. See "SECURITY FOR THE BONDS."

A MATURITY SCHEDULE APPEARS ON THE INSIDE FRONT COVER

The 2014 Series 1 Bonds are subject to redemption as described under the heading "REDEMPTION PROVISIONS" herein. Revenues received in connection with other Bonds issued under the Indenture may be used to redeem certain 2014 Series 1 Bonds before maturity. See "BONDHOLDER RISKS."

THE 2014 SERIES 1 BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION. PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE 2014 SERIES 1 BONDS WILL BE A VALID CLAIM ONLY AGAINST THE SPECIAL FUND OR FUNDS OF THE COMMISSION RELATING THERETO AND WILL NOT BE AN OBLIGATION OF THE STATE OF WASHINGTON OR ANY MUNICIPAL CORPORATION, SUBDIVISION OR AGENCY OF THE STATE OTHER THAN THE COMMISSION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY MUNICIPAL CORPORATION, SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2014 SERIES 1 BONDS. THE 2014 SERIES 1 BONDS ARE NOT A DEBT OF THE **UNITED STATES OF AMERICA OR OF ANY AGENCY THEREOF OR OF GNMA, FANNIE MAE OR FREDDIE MAC AND ARE** NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

This cover page and the inside front cover contain certain information for quick reference only and are not a summary of this issue. Investors must read the entire Official Statement to obtain information essential to making an informed investment decision.

The 2014 Series 1 Bonds are offered when, as, and if issued by the Commission and accepted by the Underwriters, subject to the delivery of the opinion of Pacifica Law Group LLP, Seattle, Washington, General Counsel to the Commission and Bond Counsel, as to the validity of the 2014 Series 1 Bonds, the delivery of the opinion of Kutak Rock LLP, Omaha, Nebraska, Special Tax Counsel to the Commission, as to the tax-exempt status of the 2014 Series 1 Bonds and the delivery of the opinion of Foster Pepper PLLC, Spokane Washington, Disclosure Counsel to the Commission. It is expected that the 2014 Series 1 Bonds will be available for delivery through DTC's facilities via Fast Automated Securities Transfer (FAST) on or about January 28, 2014.

RBC Capital Markets **George K. Baum & Co.**

Edward Jones **Wells Fargo Securities**

MATURITY SCHEDULE

Single-Family Program Bonds, 2014 Series 1A-R (AMT)†

$5,515,000 Serial Bonds – Price: 100%

Maturity Dates	Principal Amounts	Interest Rates	CUSIP	Maturity Dates	Principal Amounts	Interest Rates	CUSIP
June 1, 2014	$355,000	0.35%	93978TPQ6	December 1, 2017	--	--	--
December 1, 2014	490,000	0.45	93978TPR4	June 1, 2018	$580,000	2.05%	93978TPX1
June 1, 2015	505,000	0.70	93978TPS2	December 1, 2018	590,000	2.15	93978TPY9
December 1, 2015	370,000	0.85	93978TPT0	June 1, 2019	605,000	2.50	93978TPZ6
June 1, 2016	265,000	1.15	93978TPU7	December 1, 2019	615,000	2.60	93978TQA0
December 1, 2016	540,000	1.25	93978TPV5	June 1, 2020	200,000	2.95	93978TQB8
June 1, 2017	400,000	1.60	93978TPW3				

$8,315,000 Term Bonds Due on December 1, 2025 – Interest Rate 4.00% – Price: 100.00% – CUSIP: 93978TQN2
$2,935,000 Term Bonds Due on June 1, 2028 – Interest Rate 4.50% – Price: 100.00% – CUSIP: 93978TQP7

Single-Family Program Bonds, 2014 Series 1N (Non-AMT)†

$5,475,000 Serial Bonds – Price: 100%

Maturity Dates	Principal Amounts	Interest Rates	CUSIP	Maturity Dates	Principal Amounts	Interest Rates	CUSIP
June 1, 2023	$745,000	3.50%	93978TQQ5	December 1, 2024	$945,000	3.70%	93978TQT9
December 1, 2023	925,000	3.50	93978TQR3	June 1, 2025	960,000	3.85	93978TQU6
June 1, 2024	935,000	3.70	93978TQS1	December 1, 2025	965,000	3.85	93978TQV4

$4,995,000 Term Bonds Due on December 1, 2028 – Interest Rate 4.125% – Price: 100.00% – CUSIP: 93978TQW2
$8,345,000 "PAC" Term Bonds Due on June 1, 2037 – Interest Rate 3.00% – Price: 103.587% – CUSIP: 93978TQX0

Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT)†

$1,120,000 Serial Bonds – Price: 100%

Maturity Dates	Principal Amounts	Interest Rates	CUSIP	Maturity Dates	Principal Amounts	Interest Rates	CUSIP
December 1, 2015	$145,000	0.65%	93978TQY8	June 1, 2017	$150,000	1.25%	93978TRA9
June 1, 2016	260,000	0.90	93978TQZ5	December 1, 2017	565,000	1.35	93978TRB7
December 1, 2016	--	--	--				

† CUSIP is a registered trademark of the American Bankers Association. CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. The CUSIP numbers are included above for convenience of the holders and potential holders of the 2014 Series 1 Bonds. No assurance can be given that the CUSIP numbers for the 2014 Series 1 Bonds will remain the same after the date of issuance and delivery of the 2014 Series 1 Bonds.

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No dealer, broker, salesman, underwriter or other person has been authorized by the Commission or the Underwriters to give any information or to make any representations other than those contained in this Official Statement, and if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2014 Series 1 Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from the Commission and other sources believed to be reliable. The Underwriters have provided the following sentence for inclusion in this Official Statement. The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors of the 2014 Series 1 Bonds under the federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of the Commission or any other parties described herein since the date as of which such information is presented.

Upon issuance, the 2014 Series 1 Bonds will not be registered under the Securities Act of 1933, as amended, or under any state securities law and will not be listed on any stock or other securities exchange. Neither the Securities and Exchange Commission nor any other federal, state or other governmental entity or agency, except the Commission, will pass upon the accuracy or adequacy of this Official Statement or approve the 2014 Series 1 Bonds for sale.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER-ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF THE 2014 SERIES 1 BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME.

WASHINGTON STATE HOUSING FINANCE COMMISSION
$16,765,000 Single-Family Program Bonds, 2014 Series 1A-R (AMT)
$18,815,000 Single-Family Program Bonds, 2014 Series 1N (Non-AMT)
$1,120,000 Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT)

INTRODUCTION

The purpose of this Official Statement of the Washington State Housing Finance Commission (the "Commission") is to provide certain information in connection with the issuance of its Single-Family Program Bonds, 2014 Series 1A-R (AMT) (the "2014 Series 1A-R Bonds"), its Single-Family Program Bonds, 2014 Series 1N (Non-AMT) (the "2014 Series 1N Bonds"), and its Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT) (the "2014 Series 1N-R Bonds" and, collectively with the 2014 Series 1A-R Bonds and 2014 Series 1N Bonds, the "2014 Series 1 Bonds"). Certain capitalized terms used in this Official Statement are defined in Appendix A. Reference is made to the Indenture (as defined below) for the definitions of capitalized terms used and not otherwise defined herein. This Official Statement speaks only as of its date, and the information contained herein is subject to change. The information contained under this heading "INTRODUCTION" is qualified by reference to the entire Official Statement. This introduction is only a brief description and potential investors should review the entire Official Statement, as well as the documents summarized or described herein, in order to make an informed investment decision.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

Authority for Issuance

The 2014 Series 1 Bonds are issued pursuant to chapter 43.180 Revised Code of Washington (the "Act"), under an Amended and Restated General Trust Indenture dated as of November 1, 2010, as the same may be supplemented and amended (the "General Indenture"), between the Commission and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and a Series Indenture dated as of January 1, 2014 (the "2014 Series 1 Indenture"), between the Commission and the Trustee. See Appendix A – "Summary of the General Indenture" hereto. The General Indenture, the 2014 Series 1 Indenture, any other Series Indentures, and any amendments thereto, are collectively referred to herein as the "Indenture." Resolution No. 13-78, adopted by the Commission on June 27, 2013, authorizes the issuance of the 2014 Series 1 Bonds.

Security and Sources of Payment

Under the Indenture, the 2014 Series 1 Bonds are being issued on a parity with each other and with previously issued Bonds. The Commission may issue additional Bonds on a parity with the 2014 Series 1 Bonds, as well as Bonds that are subordinate to the 2014 Series 1 Bonds ("Subordinate Bonds"). Currently, there are no Subordinate Bonds.

All Eligible Collateral, when purchased by the Trustee, will be pledged under the Indenture to the payment of principal of and interest on the Bonds. See "SECURITY FOR THE BONDS."

THE 2014 SERIES 1 BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION. PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE 2014 SERIES 1 BONDS WILL BE A VALID CLAIM ONLY AGAINST THE SPECIAL FUND OR FUNDS OF THE COMMISSION RELATING THERETO AND WILL NOT BE AN OBLIGATION OF THE STATE OF WASHINGTON OR ANY MUNICIPAL CORPORATION, SUBDIVISION OR AGENCY OF THE STATE, OTHER THAN THE COMMISSION. NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OR ANY MUNICIPAL CORPORATION, SUBDIVISION OR AGENCY OF THE STATE IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE 2014 SERIES 1 BONDS. THE 2014 SERIES 1 BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR OF ANY AGENCY THEREOF OR OF GNMA, FANNIE MAE OR FREDDIE MAC AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. SEE "BONDHOLDER RISKS" AND "SECURITY FOR THE BONDS."

Acquisition and Operating Policy

Certain Commission obligations regarding the deposit of Revenues (as defined below) and application of amounts held under the Indenture that are not otherwise specified in the General Indenture or a Series Indenture are specified in the Acquisition and Operating Policy. The scope of the Acquisition and Operating Policy is set forth in the Indenture, as are terms under which the Commission may amend the Acquisition and Operating Policy from time to time. See Appendix A hereto under the heading "Acquisition and Operating Policy" for a summary of the General Indenture requirements pertaining to the Acquisition and Operating Policy. The Acquisition and Operating Policy is intended to provide the Trustee with sufficient guidance at any time to administer the Indenture for the remaining term of the Bonds, without further instruction from the Commission. However, the Commission routinely amends the Acquisition and Operating Policy to accommodate specific transactions and provides the Trustee with specific instructions permitted under the Acquisition and Operating Policy so as to permit the active management of the Indenture by the Commission. The Commission also routinely amends the Acquisition and Operating Policy when it issues each Series of Bonds or changes the terms of Eligible Collateral (as defined below) to be acquired. The Commission also routinely provides instructions to the Trustee with respect to the allocation and deposit of Revenues and with respect to the application of amounts on deposit under the Indenture to redeem Bonds or acquire Eligible Collateral.

The Commission expects to amend the Acquisition and Operating Policy from time to time in the future, and to continue providing the Trustee with instructions pursuant to the Acquisition and Operating Policy. As a result, the Acquisition and Operating Policy may not reflect the Commission's evolving plans with respect to the future management of the Indenture, and does not bind the Commission to any specific plan of management. However, in the absence of any future issuance of Bonds, amendment of the Acquisition and Operating Policy, or permitted instructions from the Commission, the Trustee will operate the Indenture in conformance with the Acquisition and Operating Policy then in force. Copies of the Acquisition and Operating Policy are available from the Commission upon payment to the Commission of a charge for copying, mailing and handling. Requests for such copies should be addressed to the Commission's Senior Director of Finance.

Purpose

The 2014 Series 1 Bonds are being issued by the Commission to make funds available to refund certain outstanding Bonds of the Commission and to finance the origination of qualifying mortgage loans ("Mortgage Loans") to eligible borrowers for single-family, owner-occupied housing in Washington State as part of the Commission's program to finance Mortgage Loans pursuant to the General Indenture (the "Program"), all as more fully described herein. See "PLAN OF FINANCE" herein.

Eligible Collateral

Proceeds of Bonds issued under the Indenture, other than certain short-term Bonds issued as notes from time to time, are used by the Trustee to purchase pass-through mortgage-backed certificates (the "GNMA Certificates") guaranteed by the Government National Mortgage Association ("GNMA"), single-pool, mortgage pass-through securities (the "Fannie Mae Certificates") guaranteed by the Federal National Mortgage Association ("Fannie Mae") and mortgage pass-through securities (the "Freddie Mac Certificates") guaranteed by the Federal Home Loan Mortgage Corporation ("Freddie Mac"), including participations therein. See Appendix F (Table F-3) for a schedule showing the Eligible Collateral held by the Trustee as of the date set forth in such table. See "Federal Housing Finance Agency Actions" below for information regarding the conservatorship of Fannie Mae and Freddie Mac. The Commission also may use Bond proceeds to purchase Mortgage Loans that are not guaranteed by GNMA, Fannie Mae or Freddie Mac ("Whole Loans"). The Commission has not yet purchased Whole Loans. The Acquisition and Operating Policy currently does not allow for the acquisition of Whole Loans, although this may change in the future. The GNMA Certificates, Fannie Mae Certificates and Freddie Mac Certificates are referred to herein as the "Certificates," and the Certificates and the Whole Loans are referred to herein as "Eligible Collateral." See "SECURITY FOR THE BONDS—Eligible Collateral" and "PLAN OF FINANCE" herein.

The Eligible Collateral to be purchased by the Trustee will be backed by Mortgage Loans originated by participating mortgage-lending institutions (the "Mortgage Lenders") pursuant to Mortgage Origination Agreements (the "Origination Agreements") entered into, or to be entered into, with the Commission and the Servicer. See "SINGLE-FAMILY MORTGAGE PROGRAMS—The Program" for more information regarding Mortgage Lenders.

Federal Housing Finance Agency Actions

In accordance with the Federal Housing Finance Regulatory Reform Act of 2008 (the "Regulatory Reform Act"), the Federal Housing Finance Agency (the "FHFA") was named as the conservator of both Fannie Mae and Freddie Mac (each, a "GSE") on September 6, 2008. The FHFA immediately succeeded to (1) all rights, titles, powers and privileges of each GSE, and of any stockholder, officer or director of such GSE with respect to the GSE and its assets, and (2) title to all books, records and assets of the GSE held by any other legal custodian or third party. Under the Act, the FHFA is authorized to repudiate contracts entered into by a GSE prior to the FHFA's appointment as conservator if the FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of the GSEs. This right must be exercised within a reasonable period of time after FHFA's appointment as conservator.

On September 7, 2008, the U.S. Department of Treasury ("Treasury") entered into a "Senior Preferred Stock Purchase Agreement" with each GSE. Those agreements were amended and restated on September 26, 2008, and subsequently amended on May 6, 2009, December 24, 2009 and August 17, 2012. Each such agreement is indefinite in duration. If the FHFA determines that a GSE's liabilities have exceeded its assets under generally accepted accounting principles, the Treasury is required by the agreement to contribute cash capital to the GSE in an amount equal to the difference between liabilities and assets, subject to a maximum amount for each GSE. As of January 1, 2013, those maximum amounts were $117.6 billion for Fannie Mae and $140.5 billion for Freddie Mac.

So long as the GSEs remain in their current conservatorship and are not placed into receivership, (i) FHFA has no authority to repudiate any contracts entered into after the GSEs were placed into conservatorship, including the GSEs' guaranties related to Certificates they issued during their respective conservatorships, and (ii) the rights of holders of certificates issued during such conservatorship are not restricted.

Under the Regulatory Reform Act, FHFA must place a GSE into receivership if the FHFA's Director makes a determination that the GSE's assets are, and for a period of 60 days have been, less than the GSE's obligations, or the GSE is unable to pay its debts and have been unable to do so for a like period. The FHFA Director may also place a GSE into receivership in his or her discretion for certain other reasons. A receivership would terminate the FHFA's current conservatorship. If FHFA were to become the receiver of a GSE, it could exercise certain powers that could adversely affect the Commission (as holder of the GSE's Certificates), as explained below.

As receiver, FHFA could repudiate any contract entered into by a GSE prior to its appointment as receiver if FHFA determines, in its sole discretion, that performance of the contract is burdensome and that repudiation of the contract promotes the orderly administration of the GSE's affairs. The Regulatory Reform Act requires that any exercise by FHFA of its right to repudiate any contract occur within a reasonable period following its appointment as receiver. If FHFA, as receiver, were to repudiate the guaranty obligations of Fannie Mae or Freddie Mac, the receivership estate would be liable for actual direct compensatory damages as of the date of receivership under the Regulatory Reform Act. Any such liability could be satisfied only to the extent the GSE's assets were available for that purpose. Moreover, if a GSE's guaranty obligations were repudiated, payments of principal and/or interest to holders of the GSE's certificateholders would be reduced as a result of borrowers' late payments or failure to pay or a servicer's failure to remit borrower payments to the trust. In that case, trust administration fees would be paid from mortgage loan payments prior to distributions to certificateholders. Any actual direct compensatory damages owed due to the repudiation of the GSE guaranty obligations may not be sufficient to offset any shortfalls experienced by certificateholders.

In its capacity as receiver, FHFA would have the right to transfer or sell any asset or liability of a GSE without any approval, assignment or consent. If FHFA, as receiver, were to transfer a GSE's guaranty obligation to another party, the Commission (as a certificateholder) would have to rely on that party for satisfaction of the guaranty obligation and would be exposed to the credit risk of that party.

During a receivership, certain rights of certificateholders may not be enforceable against FHFA, or enforcement of such rights may be delayed. The Regulatory Reform Act also provides that no person may exercise any right or power to terminate, accelerate or declare an event of default under certain contracts to which a GSE is a party, or obtain possession of or exercise control over any property of a GSE, or affect any contractual rights of the GSE, without the approval of FHFA as receiver, for a period of 90 days following the appointment of FHFA as receiver. If a GSE is placed into receivership and does not or cannot fulfill its guaranty to certificateholders, certificateholders could become unsecured creditors of the GSE with respect to claims made under the GSE's guaranty.

If a GSE emerges from conservatorship and, at a later date, FHFA again were to place the GSE into conservatorship, (i) FHFA would have all of the authority of a new conservator, including the authority to repudiate the guaranty associated with certificates issued by the GSE during the current conservatorship, and (ii) certain rights of holders of certificates issued during the current conservatorship would again be restricted or eliminated. FHFA currently has all of the authority of a conservator as to certificates issued before September 6, 2008, the date the GSEs were placed into conservatorship.

Although the Treasury owns the GSEs' senior preferred stock and has made a commitment under the respective Senior Preferred Stock Purchase Agreements to provide the GSEs with funds under specified conditions to maintain a positive net worth, the U.S. government does not guarantee the GSEs' securities or other obligations.

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 web site (*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 Commission 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 web site is not part of the Official Statement.

THE 2014 SERIES 1 BONDS

General

Each 2014 Series 1 Bond will be dated as of its date of initial delivery (which is expected to be January 28, 2014), will bear interest from its dated date, or the most recent date to which interest has been paid thereon, and will be payable semiannually on each June 1 and December 1 (or if such date is not a Business Day, on the next succeeding Business Day thereafter), commencing June 1, 2014, and on the date such 2014 Series 1 Bond matures or is redeemed.

The 2014 Series 1 Bonds will be issued in denominations of $5,000, or any integral multiple thereof within a maturity, at the respective rates set forth on the inside front cover of this Official Statement calculated on the basis of a 360-day year consisting of twelve 30-day months. The 2014 Series 1 Bonds will mature on the dates and in the amounts set forth on the inside front cover of this Official Statement.

Book-Entry System

The 2014 Series 1 Bonds are being issued only as fully registered bonds under a book-entry system and will be initially registered in the name of Cede & Co. (or such other name as may be requested by an authorized representative of DTC), as nominee for The Depository Trust Company ("DTC") in New York, New York, which will act as securities depository for the 2014 Series 1 Bonds. Purchasers of the 2014 Series 1 Bonds will not receive certificates representing their interest in such Bonds. Payments on the 2014 Series 1 Bonds will be made by the Trustee to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC, which is obligated to remit both principal and interest when due to its participants for subsequent disbursements to Beneficial Owners of the 2014 Series 1 Bonds. Beneficial ownership interests in the 2014 Series 1 Bonds will be subject to transfer and exchange pursuant to DTC's operating procedures. See Appendix C hereto for a description of DTC and its book-entry system.

The Commission and the Trustee will recognize DTC or its nominee as the Bondowner for all purposes, including notices and voting. 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 that may be in effect from time to time.

Neither the Commission nor the Trustee will have any responsibility or obligation to DTC participants, or the persons for whom they act as nominees, with respect to the payments to or the providing of notice to the Direct Participants, the Indirect Participants or the Beneficial Owners of the 2014 Series 1 Bonds. The Commission cannot and does not give any assurances that DTC, Direct Participants, Indirect Participants or others will distribute payments of principal of or interest on the 2014 Series 1 Bonds paid to Cede & Co., or its nominee, as the registered owner, or any notices to the Beneficial Owners or that they will do so on a timely basis, nor that DTC will act in a manner described in this Official Statement.

REDEMPTION PROVISIONS

Optional Redemption

2014 Series 1 Bonds. To the extent not otherwise redeemed pursuant to another redemption provision described under this heading, 2014 Series 1 Bonds may be redeemed prior to their stated maturities as a whole or in part on any date on and after June 1, 2023, at the option of the Commission, from any available money, at the price of par, together with accrued interest to the redemption date.

Covenant Regarding Sale of Eligible Collateral. The Commission at any time may direct the Trustee to sell Eligible Collateral, subject to the conditions set forth in the Indenture. By selling Eligible Collateral, the Commission can derive money with which to optionally redeem the 2014 Series 1 Bonds. The Commission will covenant in the 2014 Series 1 Indenture not to redeem 2014 Series 1 Bonds from proceeds of the sale of Eligible Collateral before June 1, 2023.

Mandatory Sinking Account Redemption

To the extent not redeemed pursuant to the other redemption provisions described herein, the following 2014 Series 1 Bonds (each of which are Term Bonds), will be redeemed prior to their stated maturities in part and by lot from Mandatory Sinking Account Payments at a price of par plus accrued interest to the date of redemption, on the dates and in the amounts set forth in the following tables:

2014 Series 1A-R Term Bonds Maturing on December 1, 2025

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2020	$435,000	June 1, 2022	$690,000	June 1, 2024	$755,000
December 1, 2020	650,000	December 1, 2022	705,000	December 1, 2024	775,000
June 1, 2021	660,000	June 1, 2023	725,000	June 1, 2025	775,000
December 1, 2021	675,000	December 1, 2023	740,000	December 1, 2025†	730,000

† Maturity

2014 Series 1A-R Term Bonds Maturing on June 1, 2028

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2026	$715,000	June 1, 2027	$730,000	June 1, 2028†	$30,000
December 1, 2026	715,000	December 1, 2027	745,000		

† Maturity

2014 Series 1N Term Bonds Maturing on December 1, 2028

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2026	$980,000	June 1, 2027	$975,000	June 1, 2028	$995,000
December 1, 2026	980,000	December 1, 2027	985,000	December 1, 2028†	80,000

† Maturity

"PAC" Bonds Maturing on June 1, 2037

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
December 1, 2028	$640,000	December 1, 2031	$465,000	December 1, 2034	$455,000
June 1, 2029	540,000	June 1, 2032	455,000	June 1, 2035	460,000
December 1, 2029	450,000	December 1, 2032	460,000	December 1, 2035	460,000
June 1, 2030	450,000	June 1, 2033	455,000	June 1, 2036	465,000
December 1, 2030	455,000	December 1, 2033	455,000	December 1, 2036	430,000
June 1, 2031	465,000	June 1, 2034	450,000	June 1, 2037†	335,000

† Maturity

Upon a redemption (other than a redemption occurring on account of a Mandatory Sinking Account Payment) or purchase of Term Bonds, the Mandatory Sinking Account Payments with respect to such Term Bonds will be reduced in accordance with the Acquisition and Operating Policy.

Special Redemption from Unexpended Proceeds

The redemptions described under this heading are referred to as "Unexpended Proceeds Redemptions." See "BONDHOLDER RISKS—Risk of Early Redemption from Non-Origination" herein for certain considerations regarding the potential for an Unexpended Proceeds Redemption.

PAC Bonds. The 2014 Series 1N Bonds maturing on June 1, 2037 (the "PAC Bonds") may be redeemed prior to their stated maturity, in whole or in part, commencing on June 1, 2014 and at any time thereafter to and including December 1, 2014 (or such later date to which an Unexpended Proceeds Redemption is extended by the Commission with a Cash Flow Certificate), at the issue price set forth on the inside front cover of this Official Statement, plus accrued interest to the date of redemption, from proceeds of the 2014 Series 1N Bonds that are transferred from the 2014 Series 1 Acquisition Account into the 2014 Series 1 Redemption Subaccount in accordance with the Acquisition and Operating Policy.

Other 2014 Series 1N Bonds. All 2014 Series 1N Bonds other than the PAC Bonds may be redeemed prior to their stated maturities, in whole or in part, commencing on June 1, 2014 and at any time thereafter to and including December 1, 2014 (or such later date to which an Unexpended Proceeds Redemption is extended by the Commission with a Cash Flow Certificate), at a price of par plus accrued interest to the date of redemption, from proceeds of the 2014 Series 1N Bonds that are transferred from the 2014 Series 1 Acquisition Account into the 2014 Series 1 Redemption Subaccount in accordance with the Acquisition and Operating Policy.

Selection of 2014 Series 1N Bonds to Be Redeemed. If less than all of the 2014 Series 1N Bonds are called for redemption pursuant to an Unexpended Proceeds Redemption, the Trustee will select the 2014 Series 1N Bonds to be redeemed on a Proportionate Basis. Solely for the purpose of determining the Proportionate Basis of 2014 Series 1N Bonds to be redeemed pursuant to an Unexpended Proceeds Redemption, the redemption prices (as opposed to the principal amounts) of the respective 2014 Series 1N Bonds subject to such redemption will be treated as the "Bond Value" of the 2014 Series 1N Bonds.

2014 Series 1A-R Bonds and 2014 Series 1N-R Bonds. The 2014 Series 1A-R Bonds and the 2014 Series 1N-R Bonds are *not* subject to Unexpended Proceeds Redemptions.

Special Redemption from Amounts in the Revenue Fund

The redemptions described under this heading are referred to as "Revenue Fund Redemptions." It is expected that a substantial portion of the 2014 Series 1 Bonds will be redeemed without premium prior to their respective mandatory sinking account (if applicable) and maturity dates as a result of Revenue Fund Redemptions. See "BONDHOLDER RISKS" for a description of certain events and circumstances that could lead to the early redemption of the 2014 Series 1 Bonds pursuant to a Revenue Fund Redemption.

PAC Bonds—While Other 2014 Series 1 Bonds Outstanding. The PAC Bonds may be redeemed prior to their stated maturity, in whole or in part on June 1, 2014, and on any date thereafter, at a price of par plus accrued interest to the date of redemption, from amounts deposited in the 2014 Series 1 Redemption Subaccount from available amounts in the Revenue Fund or the Reserve Fund, in accordance with the Indenture and the then-current Acquisition and Operating Policy, provided that such redemption shall be limited to the amount such that, after all Revenue Fund Redemptions and Principal Payments scheduled for the same date, the resulting principal balance of the Outstanding PAC Bonds will not be less than the Priority Amortization Balance for the PAC Bonds as of such redemption date. In the event PAC Bonds are redeemed pursuant to a Revenue Fund Redemption on a date other than a Regular Payment Date, the Priority Amortization Balance as of such redemption date will be determined by straight-line interpolation between the Priority Amortization Balances for the Regular Payment Dates immediately preceding and succeeding such redemption date. See "Priority Amortization Balances" below for a table showing the initial Priority Amortization Balances.

PAC Bonds—If No Other 2014 Series 1 Bonds Outstanding. In addition to Revenue Funds Redemptions described in the preceding paragraph, the PAC Bonds may be redeemed prior to their stated maturity, in whole or in part on any date after all other 2014 Series 1 Bonds have been paid or redeemed, at a price of par plus accrued interest to the date of redemption, from amounts deposited in the 2014 Series 1 Redemption Subaccount from available amounts in the 2014 Series 1 Restricted Principal Receipts Subaccount and/or the 2014 Series 1 Unrestricted Principal Receipts Subaccount, in accordance with the Indenture and the then-current Acquisition and Operating Policy. A Revenue Fund Redemption of the type described in this paragraph may cause the principal balance of the Outstanding PAC Bonds to be less than the Priority Amortization Balance for the PAC Bonds as of such redemption date.

Other 2014 Series 1 Bonds. All 2014 Series 1 Bonds other than the PAC Bonds may be redeemed prior to their stated maturities, in whole or in part on June 1, 2014, and on any date thereafter, at a price of par plus accrued interest to the date of redemption, from amounts deposited in the 2014 Series 1 Redemption Subaccount from available amounts in the Revenue Fund or the Reserve Fund, in accordance with the Indenture and the then-current Acquisition and Operating Policy, subject to the provisions described above for Revenue Fund Redemptions of PAC Bonds.

Sources of Funds for Revenue Fund Redemptions. The Commission may fund a Revenue Fund Redemption from certain Revenues that are in excess of the amounts otherwise necessary to pay debt service on the Bonds. See "SECURITY FOR THE BONDS—Revenues" herein for general discussion of the collection, allocation and use of Revenues. The deposits into the 2014 Series 1 Redemption Subaccount for a Revenue Fund Redemption may be from excess amounts in the Revenue Fund or the Reserve Fund, including amounts in the various accounts and subaccounts maintained therein for the 2014 Series 1 Bonds *or* for any other Series of Bonds (unless otherwise restricted by the applicable Series Indenture, the Indenture or the then-current Acquisition and Operating Policy). See "BONDHOLDER RISKS—Risk of Early Redemption from Prepayment" and "—Risk of Early Redemption from Cross-Calling" herein for a discussion regarding certain risks that the 2014 Series 1 Bonds may be cross-called from Revenues allocable to other Series of Bonds.

Amounts in the 2014 Series 1 Revenue Account may be transferred to the 2014 Series 1 Acquisition Account (*i.e.*, to acquire additional Eligible Collateral) or to the Redemption Subaccount of any other Series of Bonds (*i.e.*, to cross-call such other Bonds), subject to the certain limitations described under the heading "Certain Covenants Regarding Special Redemptions" below and under the heading "Creation of Funds and Accounts" in Appendix A.

Special Mandatory Redemption of PAC Bonds

The PAC Bonds will be redeemed on each Regular Payment Date, commencing on June 1, 2014, at a price of par plus accrued interest to the date of redemption, in an amount equal to the sum of (i) 100% of the amount available for transfer from the 2014 Series 1 Restricted Receipts Subaccount to the 2014 Series 1 Redemption Subaccount and (ii) 100% of the amount available for transfer from the 2014 Series 1 Unrestricted Principal Receipts Subaccount to the 2014 Series 1 Redemption Subaccount, but only to extent that the outstanding principal amount of PAC Bonds exceeds the Priority Amortization Balance for such Regular Payment Date. See "Priority Amortization Balances" below for a table showing the initial Priority Amortization Balances for the PAC Bonds and "Certain Covenants Regarding Special Redemptions" for a summary of the Commission's covenants regarding the use of money in the 2014 Series 1 Restricted Principal Receipts Subaccount and the 2014 Series 1 Unrestricted Principal Receipts Subaccount.

Certain Covenants Regarding Special Redemptions

Revenue Fund Redemption of PAC Bonds. The Commission will covenant in the 2014 Series 1 Indenture that, for so long as PAC Bonds remain outstanding, it will redeem the 2014 Series 1 Bonds pursuant to a Revenue Fund Redemption no less frequently than on each Regular Payment Date for the 2014 Series 1 Bonds.

2014 Series 1 Restricted Principal Receipts Subaccount. The Commission will covenant in the 2014 Series 1 Indenture to deposit into the 2014 Series 1 Restricted Principal Receipts Subaccount all principal amounts derived from the 2014 Series 1 Eligible Collateral (as defined below) that must be used pursuant to the Code to pay principal or redeem the 2014 Series 1 Bonds, and to transfer money from the 2014 Series 1 Restricted Principal Receipts Subaccount in the following order of priority:

First, to the 2014 Series 1 Redemption Subaccount and 2014 Series 1 Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to bring the amounts on deposit therein to the Principal Payment coming due on the next succeeding Regular Payment Date of the 2014 Series 1 Bonds (including principal paid as a result of a mandatory sinking account redemption of Term Bonds); and

Second, to the 2014 Series 1 Redemption Subaccount, all remaining amounts (which amounts will be used to fund Revenue Fund Redemptions of the 2014 Series 1 Bonds).

See Appendix F (Table F-4) for a schedule showing the Commission's expectations of how principal receipts from 2014 Series 1 Eligible Collateral are expected to be allocated to 2014 Series 1 Restricted and Unrestricted Principal Receipts Subaccounts, assuming relevant provisions of the Code are not revised.

2014 Series 1 Unrestricted Principal Receipts Subaccount. The Commission will covenant in the 2014 Series 1 Indenture that it will deposit into the 2014 Series 1 Unrestricted Principal Receipts Subaccount all principal amounts derived from the 2014 Series 1 Eligible Collateral (as defined below) not deposited to the 2014 Series 1 Restricted Principal Receipts Subaccount and transfer money from the 2014 Series 1 Unrestricted Principal Receipts Subaccount in the following order of priority:

First, to the 2014 Series 1 Redemption Subaccount and 2014 Series 1 Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to bring the amounts on deposit therein to the Principal Payment coming due on the next succeeding Regular Payment Date of the 2014 Series 1 Bonds (including principal paid as a result of a mandatory sinking account redemption of Term Bonds) to the extent that such amounts are not funded by the 2014 Series 1 Restricted Principal Receipts Subaccount;

Second, to the 2014 Series 1 Redemption Subaccount, the amount necessary to fund Revenue Fund Redemptions of the PAC Bonds described under the heading "Special Mandatory Redemption of PAC Bonds;" and

Third, to make other transfers from the 2014 Series 1 Unrestricted Principal Receipts Subaccount authorized by the Indenture.

Definition of "2014 Series 1 Eligible Collateral." The "2014 Series 1 Eligible Collateral" is any Eligible Collateral or participation therein that (i) is financed utilizing the initial proceeds of the 2014 Series 1 Bonds, (ii) is financed utilizing Mortgage Loan repayments and prepayments transferred in connection with the 2014 Series 1 Bonds (*e.g.* recycling proceeds), or (iii) represents transferred proceeds of the 2014 Series 1 Bonds for purposes of the Code because such Eligible Collateral had been allocated to the various Series of the Refunded Bonds (as defined under the heading "PLAN OF FINANCE—General") immediately before such Bonds are redeemed.

Priority Amortization Balances

The following table (the "PAC table") sets forth the initial "Priority Amortization Balances" for the dates indicated in the PAC table. The initial Priority Amortization Balances are based generally on certain expectations about the timing of the origination of the Mortgage Loans and the levels of prepayments expected to be received by the Commission. See "Projected Weighted Average Lives of PAC Bonds" below and "BONDHOLDER RISKS–Weighted Average Life Projections" for discussions of certain circumstances that could affect the weighted average life of the PAC Bonds. The initial Priority Amortization Balances are based on the assumptions that (i) the prepayment of the Mortgage Loans that had been allocated to the various Series of the Refunded Bonds (as defined under the heading "PLAN OF FINANCE—General") immediately before such Bonds are redeemed will occur at 75% PSA, (ii) the prepayment of Mortgage Loans financed with the 2014 Series 1 Bonds will occur at 75% PSA, and (iii) all of the money in the 2014 Series 1 Acquisition Account will be used to purchase Certificates (including participations therein) in a timely manner. The following Priority Amortization Balances will be reduced on a *pro rata* basis if the PAC Bonds are redeemed pursuant to an Unexpended Proceeds Redemption.

Initial Priority Amortization Balances

Date	Priority Amortization Balance	Date	Priority Amortization Balance
Date of issuance	$8,345,000	December 1, 2018	$2,660,000
June 1, 2014	8,195,000	June 1, 2019	2,190,000
December 1, 2014	7,610,000	December 1, 2019	1,755,000
June 1, 2015	6,975,000	June 1, 2020	1,365,000
December 1, 2015	6,300,000	December 1, 2020	1,010,000
June 1, 2016	5,600,000	June 1, 2021	690,000
December 1, 2016	4,935,000	December 1, 2021	410,000
June 1, 2017	4,305,000	June 1, 2022	170,000
December 1, 2017	3,715,000	December 1, 2022	0
June 1, 2018	3,170,000		

Projected Weighted Average Lives of PAC Bonds

The weighted average life of a bond refers to the average of the length of time that will elapse from the date of issuance of such bond to the date each installment of principal is paid to the bondholder weighted by the amount of such installment. The weighted average life of the PAC Bonds will be influenced by, among other things, the rate at which principal payments (including scheduled payments and principal prepayments) are made on the 2014 Series 1 Eligible Collateral. See "Certain Covenants Regarding Special Redemptions" above for the definition of the phrase "2014 Series 1 Eligible Collateral."

Prepayments of mortgage loans are commonly projected in accordance with a prepayment standard or model. The projected weighted average lives set forth in the following table were calculated with reference to The Standard Prepayment Model of The Bond Market Association. The Standard Prepayment Model is based upon an assumed rate of prepayment each month of then unpaid principal balance of the mortgage loans. Prepayment speeds are projected as percentages of The Standard Prepayment Model, and are referred to as Prepayment Speed Assumptions (each, a "PSA"). At 0% PSA, The Standard Prepayment Model assumes no prepayment of mortgage loans. At 100% PSA, The Standard Prepayment Model assumes an increasingly larger percentage of the mortgage loans prepaying each month for the first 30 months of the mortgages' lives and then assumes a constant prepayment rate of 6% per annum of the unpaid principal balance for the remaining life of each of the mortgage loans.

THE PSA DOES NOT PURPORT TO BE A PREDICTION OF THE ANTICIPATED RATE OF PREPAYMENTS OF THE 2014 SERIES 1 ELIGIBLE COLLATERAL. THERE IS NO ASSURANCE THAT THE PREPAYMENTS OF SUCH ELIGIBLE COLLATERAL WILL CONFORM TO ANY OF THE ASSUMED PREPAYMENT RATES. SEE "BONDHOLDER RISKS—RISK OF EARLY REDEMPTION FROM PREPAYMENT" FOR A DISCUSSION OF CERTAIN FACTORS THAT MAY AFFECT THE RATE OF PREPAYMENT OF THE 2014 SERIES 1 ELIGIBLE COLLATERAL.

The following table sets forth projected weighted average lives of the PAC Bonds.

Projected Weighted Average Lives (in Years) of PAC Bonds
(Assuming Full Origination)

Prepayment Speed	Projected Weighted Average Life	Prepayment Speed	Projected Weighted Average Life
0% PSA	17.3 years	200% PSA	4.0 years
25% PSA	12.0 years	300% PSA	4.0 years
50% PSA	7.5 years	400% PSA	4.0 years
75% PSA	4.0 years	500% PSA	4.0 years
100% PSA	4.0 years		

The projected weighted average lives of the PAC Bonds set forth in the table are based on many assumptions, some of which may not reflect actual results. These assumptions include: (i) all of the Mortgage Loans relating to the 2014 Series 1 Eligible Collateral will be 30-year mortgage loans (although the remaining terms of such Mortgage Loans may be less than 30 years depending on when the Mortgage Loans were pooled by the Servicer); (ii) the only redemptions of the PAC Bonds that will occur are of the type described under the headings "REDEMPTION PROVISIONS—Mandatory Sinking Account Redemption" and "—Special Mandatory Redemption of PAC Bonds"; (iii) the 2014 Series 1 Bonds will not be cross-called from amounts in the Series Revenue Account for another Series of Bonds; and (iv) to the degree that funds are available, the PAC Bonds will be redeemed pursuant to Revenue Fund Redemptions in the amounts, and on the dates, necessary to cause the outstanding principal balance of the PAC Bonds to equal the Priority Amortization Balance for each such date specified in the PAC table.

The projected weighted average lives of the PAC Bonds also were based on the Commission's expectations that the Eligible Collateral (including participations therein) currently securing the Refunded Bonds will be transferred to the 2014 Series 1 Acquisition Account on the date the 2014 Series 1 Bonds are issued, and that such Mortgage Loans will have the following characteristics:

Mortgage Coupon Range	Par Amount	Weighted Average Mortgage Coupon	Weighted Average Maturity
3.50% to 3.99%	$ 2,410	3.75%	3/2041
4.00% to 4.49%	32,958	4.06	3/2041
4.50% to 4.99%	4,941,986	4.85	10/2034
5.00% to 5.49%	6,434,762	5.15	12/2034
5.50% to 5.99%	2,178,056	5.66	7/2035
6.00% to 6.49%	1,398,018	6.18	12/2034
6.50% to 6.99%	643,074	6.75	6/2031
7.00% to 7.49%	1,639,755	7.34	11/2025
7.50% to 7.99%	593,492	7.83	1/2026
8.00% to 8.99%	20,489	8.35	1/2021
Total/Average:	$17,885,000	5.56%	9/2033

In addition to the foregoing, the projected weighted average lives of the PAC Bonds were based on the Commission's expectations that the proceeds of the 2014 Series 1N Bonds deposited into the 2014 Series 1 Acquisition Account will be used on the date the 2014 Series 1 Bonds are issued to acquire Eligible Collateral (including participations therein), and that the Mortgage Loans represented by such Eligible Collateral will have the following characteristics:

Mortgage Coupon	Par Amount	Weighted Average Mortgage Coupon	Weighted Average Maturity
2.50%	$ 5,603,379	2.50%	8/2043
2.75	11,739,041	2.75	6/2043
4.25	1,649,223	4.25	8/2042
4.50	108,357	4.50	2/2043
Total/Average:	$19,100,000	2.82%	6/2043

Based on the foregoing assumptions and expectations, some or all of which are unlikely to reflect actual experience, the weighted average life table indicates the projected weighted average life of the PAC Bonds under various PSAs. See "BONDHOLDER RISKS—Weighted Average Life Projections." In particular, the PAC table does not reflect the fact that the PAC Bonds may be redeemed at a more accelerated rate than reflected in the PAC table due to Unexpended Proceeds Redemptions or cross-calling 2014 Series 1 Bonds other than the PAC Bond. The Priority Amortization Balances set forth under the heading "Priority Amortization Balances" will be reduced on a *pro rata* basis in the event the PAC Bonds are redeemed pursuant to an Unexpended Proceeds Redemption.

THE COMMISSION MAKES NO REPRESENTATION AS TO THE PERCENTAGE OF THE PRINCIPAL BALANCE OF THE 2014 SERIES 1 ELIGIBLE COLLATERAL THAT WILL BE PAID AS OF ANY DATE, AS TO THE OVERALL RATE OF PREPAYMENT OR AS TO THE PROJECTIONS OR METHODOLOGY SET FORTH UNDER THIS SUBHEADING.

General Provisions Pertaining to Redemptions

The General Indenture sets forth certain provisions that generally pertain to the redemption of any Series of Bonds, including the 2014 Series 1 Bonds. Certain of those provisions are summarized below.

Selection of 2014 Series 1 Bonds for Redemption. For purposes of selecting 2014 Series 1 Bonds for redemption, the Trustee will consider each $5,000 par amount of such Bonds as a separate and distinct Bond. Any 2014 Series 1 Bond may be partially redeemed in the principal amount of $5,000 or any integral multiple thereof so long as the amount of such 2014 Series 1 Bonds to remain Outstanding is not less than an Authorized Denomination for such Bond. The Trustee, in accordance with the Acquisition and Operating Policy and the 2014 Series 1 Indenture, will select the maturities of such Bonds to be redeemed or purchased. In selecting which maturities of the 2014 Series 1 Bonds to redeem, the Trustee will be subject to the limitations (if any) described under the headings "Special

Redemption from Unexpended Proceeds," "Special Redemption from Amounts in the Revenue Fund" and "Special Mandatory Redemption of PAC Bonds."

In the event that less than all of a maturity of any subseries of the 2014 Series 1 Bonds is to be redeemed, the Bonds (or portions thereof) to be redeemed will be selected by the Trustee randomly within such maturity and subseries. However, for so long as the 2014 Series 1 Bonds are registered in the name of DTC or its nominee, DTC will select for redemption the Beneficial Owners' interests in a maturity of 2014 Series 1 Bonds that is subject to a partial redemption. Neither the Commission nor the Trustee will have any responsibility for selecting for redemption any Beneficial Owner's interest in a 2014 Series 1 Bond. See Appendix C for a discussion of DTC and its book-entry system.

If less than all of the Term Bonds Outstanding of any one maturity of a Series (or subseries, if applicable) are purchased for cancellation or called for redemption (other than in satisfaction of Mandatory Sinking Account Payments), the principal amount of the Term Bonds that are so purchased or redeemed will be credited against particular remaining Mandatory Sinking Account Payments in accordance with the Acquisition and Operating Policy.

Notice of Redemption. The Trustee will give a written redemption notice to Cede & Co. (or any subsequent registered owner of the 2014 Series 1 Bonds to be redeemed) not less than 30 days (or more than 90 days) before the scheduled redemption date of any 2014 Series 1 Bonds to be redeemed. Neither the Commission nor the Trustee will have any responsibility or obligation to DTC participants, or the persons for whom they act as nominees, with respect to the providing of redemption notices to the direct participants, the indirect participants or the beneficial owners of the 2014 Series 1 Bonds. The Commission cannot and does not give any assurances that DTC, its direct participants or others will distribute any redemption notices to the beneficial owners or that they will do so on a timely basis. See Appendix C for a discussion of DTC and its book-entry system.

Pursuant to the Commission's continuing disclosure undertaking, the Commission also is required to cause timely notice of material Bond redemptions to be provided to the Municipal Securities Rulemaking Board. See "CONTINUING DISCLOSURE" herein for a description of the Commission's undertaking to provide certain notices.

The notice of redemption may be conditional and rescindable. If conditional, the notice will summarize the conditions precedent to such redemption. A conditional redemption notice will be of no force and effect if such conditions have not been satisfied on or before the redemption date, and the 2014 Series 1 Bonds described in such notice will not be redeemed on the specified redemption date. The Trustee is required to notify the affected Bondowners (which may not include Beneficial Owners) that the conditions to redemption were not satisfied or that the Commission has revoked the redemption and rescinds the notice.

Once notice is sent in accordance with the provisions of the General Indenture, it will be effective whether or not such notice is received by the owners of the 2014 Series 1 Bonds to be redeemed.

Effect of Redemption. Once notice of redemption is duly given, and money is held by the Trustee for payment of the redemption price of and interest accrued to the redemption date on the Bonds (or portions thereof) so called for redemption, such Bonds will become due and payable on the redemption date. The Bonds so called will cease to be Outstanding, and interest on the Bonds so called for redemption will cease to accrue as of the redemption dates. All Bonds so called will cease to be entitled to any benefit or security under the Indenture as of the redemption date, and the Owners of those Bonds will have no rights in respect thereof except to receive payment of the redemption price of and accrued interest to the date of redemption and to receive Bonds for any unredeemed portion of Bonds.

SECURITY FOR THE BONDS

General

The Bonds, including the 2014 Series 1 Bonds, are limited obligations and not general obligations of the Commission. The Bonds are payable solely from payments made on and secured by Eligible Collateral and Investment Securities pledged to the Trustee under the Indenture (regardless of Series), and amounts (including interest earnings thereon) held for the benefit of the Bondowners pursuant to the Indenture. The Bonds are not payable from any other revenues, funds or assets of the Commission. Payment of the principal of and interest on the Bonds will be a valid claim only against the special fund or funds of the Commission relating thereto and is not an obligation of the State of Washington (the "State") or any municipal corporation, subdivision or agency of the State, other than the Commission, and neither the full faith and credit nor the taxing power of the Commission, the State or any municipal corporation, subdivision or agency of the State is pledged to the payment of the principal of or interest on the Bonds. THE 2014 SERIES 1 BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR OF ANY AGENCY THEREOF OR OF GNMA, FANNIE MAE OR FREDDIE MAC AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

Pledge Under the Indenture

To secure its obligations to make payments on the Bonds and to observe the covenants in the Indenture and the Bonds, the Commission has irrevocably pledged and assigned the Trust Estate to the Trustee. The Trust Estate includes the following:

1. The Commission's right, title and interest in the Origination Agreements and the Servicing Agreements, including the right to receive any sums of money receivable by the Commission thereunder (except the right of the Commission to fees, reports, notices, indemnification and enforcement thereof);

2. The Commission's right, title and interest in the Mortgage Loans or Certificates securing such Bonds, including the right to receive any sums of money receivable by the Commission under the Mortgage Loans or the Certificates; and

3. All money, contracts and securities from time to time held by the Trustee pursuant to the Indenture (including money held in all funds other than the Rebate Fund, the Cost of Issuance Fund, the Expense Fund and the Commission Fund).

The Commission has pledged the Trust Estate for the equal and proportionate benefit and security of all present and future owners of all Bonds subject to the terms of such trusts, without preference of any Bond over any other. The Trustee is required to take all actions consistent with the Indenture that are reasonably necessary, in its judgment, to enforce the terms of the Certificates, the Mortgage Loans, the Origination Agreements and the Servicing Agreements, and to protect the priority of its interest in each Certificate, the Mortgage Loans, the Origination Agreements, the Servicing Agreements and the Enhancement Agreements.

The Commission has covenanted to defend, preserve and protect (to the extent permitted by law) its pledge of the Trust Estate and all the rights of the Bondowners under the Indenture against all claims and demands of all persons whomsoever. However, the Commission is not obligated to honor such covenant using funds other than Revenues available under the Indenture.

Revenues

The principal, Redemption Price, and Accretion, if any, of every Bond and the interest thereon are payable solely from Revenues and other assets pledged under the Indenture. "Revenues" include (i) all amounts received by or payable to the Trustee in connection with the Eligible Collateral (see "SECURITY FOR THE BONDS—Eligible Collateral"), (ii) all amounts received by or payable to the Trustee under the Origination Agreements or the Servicing Agreements, and (iii) all earnings derived from the investment of the various funds established pursuant to the Indenture (other than interest on amounts in the Cost of Issuance Fund, Expense Fund, Commission Fund or Rebate Fund). See Appendix A hereto for a more detailed definition of "Revenues."

Nevertheless, "Revenues" do not include: (i) amounts retained by a Servicer as a Servicing Fee or other compensation; (ii) amounts to be paid to the United States Government (such as arbitrage rebate); and (iii) earnings derived from the investment of a Series Acquisition Account to the extent the applicable Series Indenture or Remarketing Indenture provides that such earnings are not to be considered as "Revenues."

See Appendix A hereto for a summary of the Indenture provisions pertaining to the collection, segregation and use of Revenues.

Eligible Collateral

As described under the heading "PLAN OF FINANCE," proceeds of the 2014 Series 1 Bonds will be used by the Trustee primarily to purchase "Eligible Collateral". Once purchased, the Eligible Collateral will secure the 2014 Series 1 Bonds and all other Bonds. The Indenture defines "Eligible Collateral" to be Certificates and Whole Loans, but only if such Certificates or Whole Loans are eligible to be purchased by the Trustee in accordance with the applicable Acquisition and Operating Policy. Currently, the Acquisition and Operating Policy provides only for the acquisition of Certificates. The Acquisition and Operating Policy does not allow for the purchase of Whole Loans, although this may change in the future.

GNMA Certificates. The Government National Mortgage Association ("GNMA") is a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development ("HUD"). GNMA's powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C. § 1716 *et seq.*).

GNMA is authorized to guarantee the timely payment of the principal of and interest on certificates ("GNMA Certificates") that represent undivided ownership interests in pools of mortgage loans that are: (i) insured by the Federal Housing Administration ("FHA") under the National Housing Act of 1934, as amended; (ii) guaranteed by the Department of Veterans Affairs ("VA") under the Servicemen's Readjustment Act of 1944, as amended; (iii) guaranteed by the Rural Housing Service ("RHS") of the U.S. Department of Agriculture pursuant to Section 502 of Title V of the Housing Act of 1949, as amended; or (iv) guaranteed by the Secretary of HUD under Section 184 of the Housing and Community Development Act of 1992, as amended and administered by the Office of Public and Indian Housing ("PIH"). The GNMA Certificates are issued by approved servicers and not by GNMA. GNMA guarantees the timely payment of principal of and interest on the GNMA Certificates. The full faith and credit of the United States is pledged to the payment of all amounts required to be paid under each such guaranty. To the extent necessary, GNMA will borrow from the United States Treasury any amounts necessary to enable GNMA to honor its guaranty of the GNMA Certificates. GNMA is required to honor its guaranty only if a servicer is unable to make the full payment on any GNMA Certificate, when due.

GNMA administers two guarantee programs—the "Ginnie Mae I MBS Program" and the "Ginnie Mae II MBS Program." The principal differences between the two programs relate to the interest rate structure of the mortgages backing the GNMA Certificates and the means by which principal and interest payments are made. These differences are not expected to affect adversely the availability of Revenues to pay principal of and interest on the Bonds.

See Appendix B for more information regarding GNMA and its mortgage-backed security program.

Fannie Mae Certificates. The Federal National Mortgage Association ("FNMA" or "Fannie Mae") is a federally-chartered, private, stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act (12 U.S.C. § 1716 *et seq.*). The Secretary of HUD exercises general regulatory power over Fannie Mae. Among other things, Fannie Mae issues mortgage-backed securities primarily in exchange for pools of mortgage loans from lenders. See "INTRODUCTION—Federal Housing Finance Agency Actions" for information regarding the conservatorship of Fannie Mae.

Fannie Mae operates a mortgage-backed securities program pursuant to which Fannie Mae issues securities backed by pools of mortgage loans ("Fannie Mae Certificates"). Each Fannie Mae Certificate represents an undivided ownership interest in a specified pool of mortgage loans purchased by Fannie Mae. Generally, Fannie Mae Certificates are issued in book-entry form, representing a minimum of $1,000 unpaid principal amount of mortgage loans. Any Fannie Mae Certificates included as Eligible Collateral will represent pools of Mortgage Loans created by the Servicer.

Fannie Mae guarantees to the registered holders of Fannie Mae Certificates that it will distribute amounts representing (i) 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 (ii) the full principal balance of any foreclosed or other finally liquidated Mortgage Loans, whether or not such principal balance is actually received. FANNIE MAE'S 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 OR ANY OF ITS AGENCIES OR INSTRUMENTALITIES OTHER THAN FANNIE MAE. If Fannie Mae is 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. Accordingly, monthly distributions to the Trustee after a Fannie Mae default could be adversely affected by delinquent payments and defaults on such Mortgage Loans.

See Appendix B for more information regarding Fannie Mae and its mortgage-backed security program.

Freddie Mac Certificates. The Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac") is a corporate instrumentality of the United States organized 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. §§ 1451-1459)). See "INTRODUCTION—Federal Housing Finance Agency Actions" for information regarding the conservatorship of Freddie Mac.

Freddie Mac has established a mortgage purchase program pursuant to which Freddie Mac purchases a pool of mortgages from approved sellers in exchange for a security issued Freddie Mac representing an undivided interest in such mortgage pool (a "Freddie Mac Certificate"). Payments by borrowers on the underlying mortgages are passed through monthly by Freddie Mac to the holders of the Freddie Mac Certificate.

Freddie Mac guarantees the payment of scheduled principal payments on the mortgages underlying each Freddie Mac Certificate, together with interest thereon at the applicable pass-through rate, in each case whether or not received such principal or interest is received from the mortgagors. The obligations of Freddie Mac under such guarantees are obligations of Freddie Mac only. THE FREDDIE MAC CERTIFICATES, INCLUDING THE INTEREST THEREON, ARE NOT GUARANTEED BY THE UNITED STATES AND DO NOT CONSTITUTE DEBTS OR OBLIGATIONS OF THE UNITED STATES OR ANY AGENCY OR INSTRUMENTALITY OF THE UNITED STATES OTHER THAN FREDDIE MAC. If Freddie Mac is unable to satisfy its obligations under its guarantees, distributions on the Freddie Mac Certificates would consist solely of payment and other recoveries on the related mortgage. Accordingly, delinquencies and defaults on the mortgages after a Freddie Mac default may adversely affect distributions on the Freddie Mac Certificates. This could adversely affect payments on the Bonds to the extent Eligible Collateral includes any Freddie Mac Certificates at the time of such a default.

See Appendix B for more information regarding Freddie Mac and its mortgage-backed security program.

Whole Loans. The Indenture defines "Whole Loans" to be Mortgage Loans (or participations therein) that are not included in a mortgage pool underlying a Certificate. A Whole Loan must be backed by a security interest in a single-family residence, but that security interest need not be a first lien. Whole Loans may be FHA-Insured, RHS-Guaranteed, VA-Guaranteed, insured by another governmental program, privately insured through mortgage insurance or mortgage pool insurance, or uninsured. If Bond proceeds are used to acquire Whole Loans, there must be provided Supplemental Mortgage Coverage of a type and in an amount sufficient for the Commission to obtain a written confirmation by the Rating Agency that the proposed use of Bond proceeds for such purpose will not reduce the rating on the Outstanding Bonds (excluding Subordinate Bonds). See Appendix A hereto for a definition of "Supplemental Mortgage Coverage."

Reserve Accounts

The Commission does *not* expect to fund any reserve accounts with respect to the 2014 Series 1 Bonds. See Appendix A hereto for a summary of the Indenture, including the provisions pertaining to the establishment of reserve accounts for the Bonds.

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Outstanding Bonds

The 2014 Series 1 Bonds will be issued on a parity with $410,610,000 outstanding long-term Bonds, as of December 1, 2013 (after accounting for redemptions occurring on such date). Information regarding the outstanding Bonds is set forth in the following table and, in greater detail, in Appendix F (Tables F-1, F-6 and F-7).

Series	Delivery Date	Par Amount Issued	Outstanding Par Amount as of 12/01/2013
2004 Series 1	March 18, 2004	$ 37,325,000	$ 11,130,000
2004 Series 4	December 9, 2004	23,790,000	6,755,000
2005 Series 1	March 31, 2005	25,000,000	8,295,000
2005 Series 2	June 16, 2005	30,000,000	15,835,000
2005 Series 3	August 4, 2005	19,795,000	10,360,000
2005 Series 4	September 29, 2005	24,380,000	9,790,000
2005 Series 5	December 15, 2005	24,535,000	675,000
2006 Series 1	February 23, 2006	49,265,000	12,795,000
2006 Series 2	May 25, 2006	49,370,000	20,245,000
2006 Series 3	July 13, 2006	55,000,000	5,690,000
2006 Series 4	August 23, 2006	55,000,000	2,125,000
2006 Series 5	October 12, 2006	55,000,000	25,615,000
2006 Series 6	December 6, 2006	53,795,000	20,295,000
2007 Series 1	February 8, 2007	54,490,000	25,515,000
2007 Series 2	March 29, 2007	55,000,000	47,035,000
2007 Series 3	May 17, 2007	55,000,000	28,005,000
2007 Series 4	June 20, 2007	54,980,000	22,135,000
2007 Series 5	October 25, 2007	50,000,000	14,375,000
2008 Series 1	July 22, 2008	35,000,000	9,530,000
2008 Series 2	September 25, 2008	41,000,000	8,215,000
2009 Series 1	June 25, 2009	20,000,000	6,725,000
2009 Series 2	October 28, 2009	24,820,000	19,040,000
2010 Series 1	November 30, 2010	35,175,000	20,425,000
2013 Series 1	March 27, 2013	62,515,000	60,005,000
Totals		$ 990,235,000	$ 410,610,000

It is expected that other Series of Bonds may be issued in the future. See "Additional Bonds" below. All Bonds, except Subordinate Bonds, will have an equal ("parity") security interest in all Eligible Collateral, Investment Securities and other sources of payment of the Bonds. Currently, there are no Subordinate Bonds, but such bonds may be issued in the future. In addition, deficiencies in funds available for deposits and payments with respect to any Series may be made up from funds available with respect to any other Series.

Additional Bonds

The Commission has reserved the right to issue additional Bonds and remarket Outstanding Bonds at any time in the future. Such additional Bonds will have an equal lien on the Eligible Collateral as the lien in favor of the 2014 Series 1 Bonds (unless they are issued as Subordinate Bonds, in which case they will have a lien on the Eligible Collateral that is subordinate to the lien in favor of the 2014 Series 1 Bonds).

Before additional Bonds may be issued, and before Outstanding Bonds may be remarketed, the Trustee must receive, among other things, the following:

- an opinion of a nationally-recognized bond counsel to the effect that (i) the General Indenture and the applicable Series and/or Remarketing Indenture were duly adopted and are valid and binding upon the Commission, and (ii) the Bonds being issued are valid and legally binding special limited obligations of the Commission and are entitled to the benefit, protection and security of the provisions, covenants and agreements contained in the Indenture and the applicable Series and/or Remarketing Indenture;

- a certificate signed by an authorized officer of the Commission that (i) describes the proposed issuance or remarketing and (ii) is attached to cash flow projections demonstrating that, among other things, projected

Revenues will be sufficient to provide for timely payments of interest, Accretion and principal on the Bonds (other than Subordinate Bonds) and that projected asset parity will always be equal to or greater than 100% (see "CASH FLOW CERTIFICATES" for a more detailed description of the requirements applicable to such certificate; also see "SINGLE-FAMILY MORTGAGE PROGRAMS—Historical Financial Results" regarding Asset Parity as of the end of the past five fiscal years); and

- a written confirmation by the Rating Agency that the proposed issuance or remarketing of Bonds will not reduce the rating on the Outstanding Bonds (excluding Subordinate Bonds) (a "Rating Confirmation").

Subordinate Bonds

To date, the Commission has not issued Subordinate Bonds. The Indenture reserves the right for the Commission to do so in the future upon compliance with the requirements described above for issuing additional Bonds. The Indenture currently provides that money in the Revenue Fund can be transferred to funds and accounts for Subordinate Bonds only if the Commission certifies that Asset Parity will be at least 100% after such transfer. See Appendix A hereto for a more detailed definition of the phrase "Asset Parity." The Indenture further provides that a default with respect to Subordinate Bonds will not constitute a default on the 2014 Series 1 Bonds and any other Bonds issued on a parity with the 2014 Series 1 Bonds.

CASH FLOW CERTIFICATES

Cash Flow Certificates and Supporting Cash Flows

Under the terms of the Indenture, the Commission must deliver a "Cash Flow Certificate" to the Trustee prior to taking certain actions, including but not limited to, the issuance of additional Bonds, long term remarketing of Outstanding Bonds, and, unless there is no adverse impact, amendment of the Acquisition and Operating Policy. Each Cash Flow Certificate must be accompanied by "Supporting Cash Flows" prepared by a "Cash Flow Consultant," which demonstrate, under each of the scenarios included, that (1) projected Revenues will be sufficient to provide for timely payments of interest, Accretion, principal on the Bonds, "Enhancement Payments" and "Expenses," and (2) projected "Asset Parity" will always be equal to or greater than 100%. See Appendix A hereto for a more detailed definitions of the phrases "Asset Parity," "Cash Flow Certificate," "Cash Flow Consultant," "Enhancement Payments," "Expenses" and "Supporting Cash Flows."

The Supporting Cash Flows attached to each Cash Flow Certificate must include each scenario included in the immediately prior Supporting Cash Flows, except that the specification of the scenarios to be included may be modified by the Rating Agency in connection with a Rating Confirmation. Supporting Cash Flows shall (1) take into account the financial position of the Trust Estate as of the stated starting date of the projection, (2) reflect all the significant transactions that have occurred in the period commencing with such starting date and ending with a date no more than 90 days prior to the date of such projections, (3) be consistent with the General Indenture, the Series Indentures and the Remarketing Indentures and (4) assume compliance with the Acquisition and Operating Policy. The scenarios required by the Rating Agency to be included in the Supporting Cash Flows reflect alternative assumptions with respect to prepayment patterns of the Eligible Collateral, levels of origination of Eligible Collateral, and rates of return on Permitted Investments, and rates of interest on any variable rate Bonds. The scenarios reflect additional assumptions, among others, as to the timing of receipt of Revenues, the level of Expenses and Commission Fees, and the performance of counterparties under Enhancement Agreements and Remarketing Agreements, and Permitted Investments. The Supporting Cash Flows do not reflect (other than the transaction for which prepared) any future issuance of any additional Bonds, long term remarketing of any Outstanding Bonds, adoption of any Supplemental Indenture, or any amendment of the Acquisition and Operating Policy, even though the Commission is permitted to undertake any of the forgoing.

Because actual experience can differ significantly from hypothetical scenarios, the Commission makes no representation that any of the scenarios in any Supporting Cash Flows will reflect the actual course of events or that Revenues will be sufficient to provide for timely payments of interest, Accretion, and principal on the Bonds, Enhancement Payments, and Expenses.

2014 Series 1 Cash Flow Certificate

As a condition to the issuance of the 2014 Series 1 Bonds, the Commission will provide the Trustee with its Cash Flow Certificate in the form required by the Indenture. cfX Incorporated, New York, New York ("cfX") will provide the Commission with the Supporting Cash Flows to be attached to the Cash Flow Certificate in connection with the

2014 Series 1 Bonds. See "QUANTITATIVE CONSULTANT" herein for information regarding the engagement of cfX by the Commission. The Supporting Cash Flows and the conclusions of cfX contained in its accompanying cash flow letter will be based solely on information provided to cfX by the Commission and the Trustee and certain assumptions provided to cfX by the Commission, and upon scenarios specified by the Rating Agency to be tested. cfX will make no representation with respect to the accuracy of such information or as to the reasonableness of such assumptions and scenarios. cfX makes no representation that any of the scenarios in any Supporting Cash Flows will reflect the actual course of events or that Revenues will be sufficient to provide for timely payments of interest, Accretion, principal on the Bonds, Enhancement Payments, and Expenses.

BONDHOLDER RISKS

Prospective purchasers of the 2014 Series 1 Bonds should carefully consider the following risk factors, as well as other information contained in this Official Statement, prior to purchasing the 2014 Series 1 Bonds. The information contained under this heading is not intended to be an exhaustive discussion of all possible risks involved with owning the 2014 Series 1 Bonds. Prospective purchasers should consult their investment advisors before making any decisions as to the purchase of the 2014 Series 1 Bonds.

Risk of Early Redemption from Non-Origination

The 2014 Series 1N Bonds are subject to an Unexpended Proceeds Redemption as described under the heading "REDEMPTION PROVISIONS—Special Redemption from Unexpended Proceeds." With respect to the 2014 Series 1 Bonds, an Unexpended Proceeds Redemption of the 2014 Series 1N Bonds could occur if the Certificates (or participations therein) the Commission expects to finance with the proceeds of such Bonds are not available for transfer to the 2014 Series 1 Acquisition Account.

As of December 1, 2013, the Commission: (i) held $24,375,238 of GNMA Certificates and Fannie Mae Certificates in the Commission Fund that would be available to transfer to the 2014 Series 1 Acquisition Account upon reimbursement from proceeds of the 2014 Series 1N Bonds to be deposited in such account; and (ii) had available to it $1,404,983 of GNMA Certificates and Fannie Mae Certificates held by Banc of America Securities LLC pursuant to a repurchase agreement. See "SINGLE-FAMILY MORTGAGE PROGRAMS-Warehousing" herein. The Commission expects to purchase such Certificates, including participations therein, with proceeds of the 2014 Series 1N Bonds and other available money, including "recycling" proceeds and money in acquisition accounts for other bonds.

Risk of Early Redemption from Prepayment

Mortgage Loans may be terminated before their final maturity. Prepayments in full or other payments in respect of early termination of Mortgage Loans financed with the proceeds of Bonds may be deposited in any Series Redemption Account of the Debt Service Fund, consistent with the Indenture and the current Acquisition and Operating Policy. That money may be used, together with certain other amounts then transferred into the Series Redemption Account, to redeem Bonds at par before their scheduled maturity. There is no completely reliable statistical base with which to predict the level of prepayment in full or other early termination of the Mortgage Loans financed with the proceeds of Bonds and the resulting effect on the average life of the Bonds. The Commission does expect prepayment of a substantial number of Mortgage Loans. It is probable that the Bonds will have a shorter life than their stated maturities or scheduled mandatory sinking payment redemptions.

Risk of Early Redemption from Cross-Calling

Certain Revenues relating to one Series of Bonds (including money received from the payment of principal of and interest on Eligible Collateral purchased with the proceeds of that Series) in excess of Revenues needed to pay principal and interest currently due on any of the Bonds, to pay Expenses, or to meet other purposes set forth in the Indenture, generally may be used at any time for a special redemption of Bonds of that Series and/or Bonds of certain other Series (subject to limitations, if any, set forth in the applicable Series Indentures). The use of Revenues in respect of one Series to redeem Bonds of another Series is known as "cross-calling." The Series and maturities of Bonds to be "cross-called" from time to time, if any, will be determined in accordance with the Acquisition and Operating Policy. The Acquisition and Operating Policy may be changed from time to time consistent with the Indenture (which among other things restricts the use of certain Series of Bonds for "cross-calling"). However, it is expected as a general matter that, if Bonds are to be cross-called, higher yielding maturities of Bonds will be cross-called from excess Revenues before lower yielding maturities of Bonds are cross-called (subject to the Indenture and certain Code requirements). See Appendix F (Tables F-6 and F-7) hereto for lists of the Commission's outstanding Bonds ranked from highest interest rate (coupon) to lowest interest rate. Pursuant to the Acquisition and Operating Policy, the Commission has cross-called Bonds on the dates and in the amounts shown in Appendix F (Table F-2) hereto.

The Commission may use Revenues that might otherwise be available to redeem Bonds to finance additional Mortgage Loans. See "SINGLE-FAMILY MORTGAGE PROGRAMS—Recycling" herein. Excess Revenues also may be transferred to a Subordinate Bond account or to the Commission Fund in accordance with the Indenture. See Appendix A under the heading "Creation of Funds and Accounts—Revenue Fund" for a summary of how money in the Revenue Fund may be used.

The so-called "10-Year Rule" (Section 143(a)(2)(A)(iv) of the Internal Revenue Code of 1986, as amended (the "Code")) generally provides that repayments of principal on Mortgage Loans must be used to redeem the Series of Bonds that financed such Mortgage Loans to the extent such prepayments are received more than ten years after such Series (or, with respect to refunding bonds, the original bond) was issued as a tax-exempt bond. Such repayments, when received, are considered "restricted principal receipts." The 10-Year Rule generally limits the Commission's ability to cross-call Bonds from restricted principal receipts. From time to time, there have been efforts to repeal the 10-Year Rule. Any repeal of the 10-Year Rule during the period the 2014 Series 1 Bonds remain Outstanding may increase the risk that the 2014 Series 1 Bonds would be cross-called or that Revenues associated with the 2014 Series 1 Bonds might be used to cross-call other Bonds.

Weighted Average Life Projections

Potential purchasers of the PAC Bonds should consider certain factors that could extend or shorten the weighted average life of such Bonds. The schedule of Priority Amortization Balances contained under the heading "REDEMPTION PROVISIONS—Priority Amortization Balances" was based on various assumptions described therein. These assumptions generally relate to the receipt of sufficient and timely payments of principal of and interest on the Eligible Collateral and the investment or reinvestment of money held under the Indenture. While the Commission believes such assumptions are reasonable, the Commission can give no assurance that the actual receipt of money will correspond to estimated Revenues available to fund payments in connection with the 2014 Series 1 Bonds. The weighted average life of the PAC Bonds may be extended if the actual rate of prepayment for Mortgage Loans underlying the 2014 Series 1 Eligible Collateral is less than 75% PSA. The rate at which such prepayments occur can be expected to change from time to time based on then-current market conditions. For instance, the rate of prepayment may decline as home mortgage interest rates increase, and may increase as home mortgage interest rates decline (whether due to corresponding increases in refinancings or home sales). The foregoing may not identify all potential circumstances under which the weighted average life of the PAC Bonds may be extended or shortened.

Loss of Premium from Early Redemption

Any person who purchases a 2014 Series 1 Bond at a price in excess of its principal amount should consider the fact that the Bonds are subject to acceleration of maturity at par under the conditions described in Appendix A under the heading "Defaults and Remedies," and are subject to various forms of redemption prior to maturity at a redemption price equal to their principal amount plus accrued interest, without premium. See "REDEMPTION PROVISIONS" herein.

Investment Agreements

Money held in various accounts related to the Bonds may be invested under Investment Agreements. When the Commission has used Investment Agreements in connection with the Bonds, the Commission selects the providers of those Investment Agreements based upon a competitive bid process. Currently, only certain accounts held with respect to the 2006 Series 1 Bonds, the 2006 Series 2 Bonds, the 2006 Series 3 Bonds and the 2006 Series 4 Bonds are invested through Investment Agreements. In each case, DEPFA BANK plc is the provider of the Investment Agreement.

The failure of a provider of an Investment Agreement to pay amounts when due under an Investment Agreement pertaining to the Acquisition Fund could result in the Trustee's inability to acquire Eligible Collateral in an amount necessary to fully collateralize the Bonds. A failure by the provider to pay amounts due under an Investment Agreement pertaining to the other Funds could result in the Trustee's inability to pay interest on the Bonds. The Commission's existing Investment Agreements pertain solely to Funds other than the Acquisition Fund.

The Commission makes no representations regarding (i) the ability of any Investment Agreement provider to make payments required under the Investment Agreements, (ii) the ability of any Investment Agreement provider to maintain its current ratings, (iii) the effect any downgrade in such ratings may have on the rating then assigned to the Bonds, including the 2014 Series 1 Bonds, or (iv) the Trustee's ability to recover amounts owed by an Investment Agreement provider in the event of a bankruptcy or other default under an Investment Agreement.

Limited Security

The 2014 Series 1 Bonds are limited obligations of the Commission. Payment of the principal of and premium, if any, and interest on the 2014 Series 1 Bonds will be a valid claim only against the special fund or funds of the Commission relating thereto and will not be an obligation of the State or any municipal corporation, subdivision or agency of the State other than the Commission. Neither the full faith and credit nor the taxing power of the State or any municipal corporation, subdivision or agency of the State is pledged to the payment of the principal of or interest on the 2014 Series 1 Bonds. Further, the 2014 Series 1 Bonds do not constitute nor give rise to a pecuniary liability, general or moral obligation or a pledge of the full faith and credit or taxing power of the United States of America, HUD or any other agency thereof, GNMA, Fannie Mae or Freddie Mac. The Commission has no taxing power. See "SECURITY FOR THE BONDS" herein.

No Redemption upon Taxability

The 2014 Series 1 Bonds are not subject to redemption prior to maturity solely as a result of the interest on such Bonds becoming includable in gross income for federal income tax purposes, nor will the interest rates on the 2014 Series 1 Bonds be increased in such an event. The exclusion of interest on the 2014 Series 1 Bonds from gross income for federal income tax purposes depends on the Commission's continued compliance with federal tax laws, including requirements with respect to the investment of Bond proceeds and the continued character of such Bonds as "Qualified Mortgage Bonds" under Section 143 of the Code. See "TAX TREATMENT AND RELATED CONSIDERATIONS" herein. The Commission's failure to maintain the tax-exempt status of such Bonds will not constitute a default under the Mortgage Loans. Consequently, it will not be possible to accelerate the debt evidenced by the Mortgage Loans or to seek HUD, GNMA, Fannie Mae or Freddie Mac guaranty benefits if interest on such Bonds becomes taxable.

Secondary Market and Prices

It has been the Underwriters' practice to maintain a secondary market in municipal securities that they sell. The Underwriters currently intend to engage in secondary market trading of the 2014 Series 1 Bonds, subject to applicable securities laws. However, the Underwriters are not obligated to engage in secondary trading or to repurchase any of the 2014 Series 1 Bonds at the request of the owners thereof. No assurance can be given that a secondary market for the 2014 Series 1 Bonds will be available and no assurance can be given that the initial offering prices for the 2014 Series 1 Bonds will continue for any period of time.

Enforceability of Remedies

The remedies available to the Bond owners upon an event of default under the Indenture or other documents described herein are in many 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 Indenture and the various related documents may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the 2014 Series 1 Bonds will be qualified as to the enforceability of the various legal instruments, by limitations imposed by bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally and by principles of equity.

Ratings Downgrade

The rating awarded to the 2014 Series 1 Bonds by Moody's Investors Service, Inc. ("Moody's"), is based on various factors, including the credit of GNMA, Fannie Mae, Freddie Mac and the provider of any Investment Agreement pertaining to the Bonds. If the rating awarded to the securities issued or guaranteed by GNMA, Fannie Mae and Freddie Mac is reduced, or if the rating awarded to the claims paying ability of the providers of such Investment Agreements is reduced, the rating on the 2014 Series 1 Bonds may be reduced. On July 13, 2011, Moody's indicated that ratings of credits that are directly linked to the rating of government sponsored enterprises (*e.g.* GNMA, Fannie

Mae and Freddie Mac), will move in lock-step with the rating of the United States government. Any reduction of the rating in effect for the 2014 Series 1 Bonds may adversely affect the market price of the 2014 Series 1 Bonds. See "RATING" herein. See also "INTRODUCTION—Federal Housing Finance Agency Actions" for information regarding the conservatorship of Fannie Mae and Freddie Mac.

PLAN OF FINANCE

The 2014 Series 1 Bonds are being issued to make available additional money to purchase Certificates (including participations therein, if any) and to provide the money to redeem the outstanding principal balances of the Commission's 2004 Series 1 Bonds and 2004 Series 4 Bonds (collectively, the "Refunded Bonds") on January 29, 2014.

The Trustee is expected to use money in the 2014 Series 1 Acquisition Account to repurchase Certificates (including participations therein, if any) that the Commission purchased through its warehousing facility and with money in the Commission Fund pending the issuance of the 2014 Series 1 Bonds. Although the Indenture authorizes the Trustee, on behalf of the Commission, to purchase Whole Loans, the Commission currently does not anticipate that the Trustee will purchase Whole Loans with proceeds of the 2014 Series 1 Bonds.

On the date the 2014 Series 1 Bonds are issued, the Eligible Collateral currently securing the Refunded Bonds will be transferred to the 2014 Series 1 Acquisition Account. As of December 1, 2013, such Eligible Collateral (which includes participations in certain Certificates) had a weighted average coupon of 5.56% and a weighted average maturity of September, 2033. See "REDEMPTION PROVISIONS—Projected Weighted Average Lives of PAC Bonds."

Sources and Uses of Funds

The proceeds of the 2014 Series 1 Bonds, together with other money under the Indenture, are expected to be used as follows:

<u>Sources of Funds</u>	
Par amount of the 2014 Series 1A-R Bonds	$ 16,765,000.00
Par amount of the 2014 Series 1N Bonds	18,815,000.00
Par amount of the 2014 Series 1N-R Bonds	1,120,000.00
Original Issue Premium	299,335.15
Commission contribution from the Commission Fund	472,720.00
Total	$ 37,472,055.15
<u>Uses of Funds</u>	
Deposit to 2014 Series 1 Acquisition Account	$ 19,114,335.15
Redemption of the 2004 Series 1 Bonds	11,130,000.00
Redemption of the 2004 Series 4 Bonds	6,755,000.00
Payment of Underwriters' fee	273,700.00
Deposit to Cost of Issuance Fund	199,020.00
Total	$ 37,472,055.15

Investment of Proceeds

Proceeds of the 2014 Series 1 Bonds and money in funds and accounts established with respect to the 2014 Series 1 Bonds must be invested in Permitted Investments.

In the past, the Trustee has invested money in various Series Accounts and Subaccounts in Investment Agreements. In light of current yields on investment contracts, the Commission does not expect that money in the 2014 Series 1 Accounts and Subaccounts will be invested in an Investment Agreement upon the issuance of the 2014 Series 1 Bonds. The Trustee may invest money held in the 2014 Series 1 Revenue Account, 2014 Series 1 Debt Service Account, and 2014 Series 1 Expense Account under one or more Investment Agreements in the future. See "BONDHOLDER RISKS-Investment Agreements" herein for a discussion of certain risks relating to Investment Agreements.

SINGLE-FAMILY MORTGAGE PROGRAMS

The Commission has established a number of programs to help qualifying persons and families finance the costs of acquiring their primary residences within Washington State. The Program is one of the methods by which the Commission achieves its goal of promoting the availability of single-family housing for moderate- and low-income persons and families. It complements the Commission's other single-family mortgage programs.

The Program

The Program was established in 1995. It has provided over 15,000 Mortgage Loans since funding commenced under the Indenture. The primary source of funding for the Program has been Bonds issued under the Indenture.

Program Expenses. The expenses of the Program are paid from various accounts and subaccounts created under the Indenture. See the definition of "Expenses" in Appendix A hereto for examples of such expenses. The amounts required to administer the Program are projected at the time of each Series of Bonds are issued. See Appendix A, under the heading "Creation of Funds and Accounts," for a summary of how money is to be deposited into the Series General Receipts Subaccount, the Series Expense Account and the Commission Fund under the Indenture. The Series Expense Accounts, the Commission Fund and the Cost of Issuance Fund are *not* part of the Trust Estate that has been pledged to Bond owners. See "SECURITY FOR THE BONDS—Pledge Under the Indenture" herein. Money in the various Series General Receipts Subaccounts can be transferred to the Commission Fund and used for any Commission purpose if an Asset Parity Determination supports such transfer. The primary sources of money for deposit to the Series Expense Account and the Commission Fund are expected to be amounts derived from mortgage payments, accumulated reserves set aside for the payment of such costs, and other available Commission funds.

Mortgage Loan Origination and Purchase. Under the Program, Mortgage Loans are originated by those mortgage lending institutions (the "Mortgage Lenders") that have entered, or are expected to enter, into a Mortgage Origination Agreement (each, an "Origination Agreement") with the Commission and the Servicer. See Appendix G hereto for a list of the Mortgage Lenders. Among other requirements, each Mortgage Lender must be approved by the FHA, Fannie Mae and Freddie Mac, or otherwise be an eligible lender in good standing for VA-, HUD- or RHS-guaranteed mortgage loans.

The Commission has imposed various restrictions on Mortgage Lenders regarding the type of loans that will qualify as Mortgage Loans. These restrictions are set forth in the Origination Agreements. Some of the restrictions are based on the federal tax law requirements described under the heading "TAX TREATMENT AND RELATED CONSIDERATIONS" herein. Others are based on policies adopted by the Commission. The Commission will review each Mortgage Loan to be financed with Bond proceeds to determine whether it complies with GNMA, Fannie Mae or Freddie Mac loan documentation requirements, as applicable.

Upon completion of such review, the Mortgage Loan will be purchased by the Servicer and aggregated with other Mortgage Loans into a loan pool supporting a Certificate. These Certificates are then purchased from the Servicer by either the Trustee or the Repurchase Provider (as defined below under the subheading "Warehousing"). Under the Commission's Servicing Agreements, each Servicer is responsible for remitting the principal and interest payments scheduled to be made on the Mortgage Loans under the terms of the applicable GNMA, Fannie Mae and Freddie Mac documents. See "THE SERVICER" for more information regarding the Servicer. See "INTRODUCTION—Federal Housing Finance Agency Actions" and Appendix B for information about the GNMA, Fannie Mae and Freddie Mac programs.

Mortgage Loan Terms. The Commission generally has used Bond proceeds to originate 30-year Mortgage Loans that have loan terms requiring borrowers to pay principal on a current basis (the "Standard Mortgage Loans"). However, at times, the Program has financed Mortgage Loans with 40-year maturities and Mortgage Loans that provide for the commencement of principal amortization after a fixed period of time (*e.g.* 5 or 10 years). The Commission expects that all of the Mortgage Loans originated with the 2014 Series 1 Bond proceeds will be Standard Mortgage Loans. In the future, the Commission may use proceeds of additional Bonds issued under the Indenture to finance Mortgage Loans that are not Standard Mortgage Loans.

The Commission establishes schedules of offered Mortgage Loan Interest Rates and Borrower Points from time to time, including upon issuance of each Series of Bonds, by modification of the Acquisition and Operating Policy. The Commission has reserved the right in its sole discretion to increase or reduce the interest rate on such Mortgage Loans (and on the related Certificates) before their origination, in accordance with the Indenture, the Acquisition and Operating Policy and the requirements, if any, of the Rating Agency.

Other Single-Family Mortgage Loan Programs

In addition to the Program, the Commission currently administers its Home Advantage First Mortgage Program ("Home Advantage") and the program established under its Homeownership General Trust Indenture dated as of December 1, 2009, as amended (the "Homeownership Indenture"). These other single-family mortgage loan programs are briefly summarized below.

The Commission also established the Single-Family Special Program Master Trust Indenture dated as of October 1, 2012 (the "Special Program Indenture"), and has issued $26,171,376 of bonds thereunder (of which $24,241,279 remained outstanding as of December 1, 2013) to finance mortgage loans for single-family residences. There currently are no proceeds available under the Special Program Indenture that the Commission expects to use for purposes of originating new mortgage loans. None of the trust estate pledged in the Special Program Indenture is pledged to or available for payment of the Bonds.

Home Advantage. As of the date of this Official Statement, the Commission considers Home Advantage to be the Commission's primary single-family mortgage program. The Commission first implemented Home Advantage in July 2012. Home Advantage is available to borrowers whose annual household income is $97,000 or less, for use to acquire single-family residences in Washington state. Home Advantage is not limited to first-time homebuyers. Through Home Advantage, Mortgage Lenders originate mortgage loans guaranteed by FHA, RHS and VA, or meeting Fannie Mae requirements, which loans are purchased by the Servicer and aggregated with other mortgage loans into a loan pool supporting a GNMA Certificate or Fannie Mae Certificate, as applicable. These certificates are then sold by the Commission to First Southwest Company pursuant to a master trade confirmation. Most borrowers under the Home Advantage program qualify for (and use) downpayment assistance in an amount of to 4% of the amount of the first mortgage loan. This downpayment usually is structured as a deferred second mortgage loan, with no interest, that is due in 30 years (or at the time of sale, refinance or transfer of the home). However, the Commission makes other forms of downpayment assistance programs available for certain qualifying borrowers.

Homeownership Indenture Program. The Commission initially established the Homeownership Indenture for purposes of issuing single-family mortgage revenue bonds under the New Issue Bond Program HFA Initiative (the "Initiative") undertaken by the U.S. Department of Treasury pursuant to authority under the Housing and Economic Recovery Act of 2008. Pursuant to the Initiative, the Commission was allocated capacity to issue up to $200,000,000 bonds for purchase equally by Fannie Mae and Freddie Mac. Those bonds, as well certain other single-family mortgage revenue bonds, were issued under the Homeownership Indenture from December 2009 through September 2011. As of December 1, 2013, $269,661,427 of bonds were outstanding under the Homeownership Indenture (after accounting for redemptions that occurred on such date). The Commission may issue additional bonds under the Homeownership Indenture at any time.

In certain circumstances, proceeds of bonds issued under the Homeownership Indenture and proceeds of Bonds issued under the Indenture have been used to acquire interests in the same Certificate (*e.g.* to finance a principal-only participation in such Certificate). The pro rata portions of such Certificates financed with proceeds of the Bonds will secure the Bonds, and the pro rata portions of such Certificates financed with proceeds of bonds issued under the Homeownership Indenture will secure bonds issued under the Homeownership Indenture. There currently are no proceeds available under the Homeownership Indenture that the Commission expects to use for purposes of originating new mortgage loans.

NONE OF THE TRUST ESTATE PLEDGED IN THE HOMEOWNERSHIP INDENTURE TO THE OWNERS OF BONDS ISSUED UNDER THE HOMEOWNERSHIP INDENTURE IS PLEDGED TO OR AVAILABLE FOR PAYMENT OF THE BONDS.

Warehousing

In April 2010, the Commission entered into a Master Repurchase Agreement with Banc of America Securities LLC (the "Repurchase Provider"), to establish a "warehousing" facility for the acquisition of Certificates at times when sufficient money is not otherwise available in the Acquisition Fund created by the Indenture, the acquisition fund created by the Homeownership Indenture, or the Commission Fund to purchase such Certificates. The Master Repurchase Agreement has been extended on an annual basis. The Trustee uses money provided by the Repurchase Provider and, if necessary, money in Commission Fund to purchase Certificates for the account of a segregated "Warehousing Account" created within the Commission Fund. Any Certificates purchased with money provided by the Repurchase Provider are immediately transferred to the Repurchase Provider pursuant to the Master Repurchase Agreement. Any principal and interest payments received by the Repurchase Provider with respect to Certificates held by it will be transferred (or credited) to the Commission, when received. At any time prior to December 31, 2014 (unless such date is extended) that the Trustee has available money in the Acquisition Fund (*e.g.* coincident with the issuance of the 2014 Series 1 Bonds), the Trustee is required to purchase the Certificates from the Repurchase Provider at the same price paid by the Repurchase Provider for the Certificates. As of December 1, 2013, Certificates with an aggregate principal amount of $1,404,983 were being held by the Repurchase Provider in connection with the Commission's warehousing facility.

The Repurchase Provider can sell, transfer, pledge or hypothecate the Certificates during the time it owns them. However, the Repurchase Provider is required to deliver the purchased Certificates to the Trustee for purchase upon demand. If it is unable to deliver the identical Certificates (or equivalent substitute securities), an event of default will occur under the Master Repurchase Agreement. Because any substitute securities provided to the Commission likely would not constitute "Certificates" or "Whole Loans" within the meaning of the Indenture, the Commission would not be able to use money in the Acquisition Fund to repurchase such substitute securities. Upon such event of default by the Repurchase Provider, the Commission would not acquire the substitute securities, but would use the money in the Acquisition Fund to originate new qualifying Mortgage Loans or redeem Bonds.

If an "act of insolvency" occurs or another "event of default" (both as defined in the Master Repurchase Agreement) is declared with respect to either the Commission or the Repurchase Provider, all Certificates then held by the Repurchase Provider will immediately be subject to repurchase by the Commission. Although the Commission would vigorously pursue its remedies under the Master Repurchase Agreement if an "act of insolvency" or "event of default" occurs with respect to the Repurchase Provider, the Commission cannot guarantee that a court would permit the Commission to repurchase such Certificates in the manner provided by the Master Repurchase Agreement.

If either the Repurchase Provider provides substitute securities that cannot be purchased with Bond proceeds, or the Commission is prevented from using Bond proceeds to repurchase Certificates because an "act of insolvency" or another "event of default" occurs with respect to the Repurchase Provider, the Commission's expectations regarding the expenditure of Bond proceeds and the sizing of its Series Interest Reserve Accounts, among other things, likely will not be met. This could increase the risk of an Unexpended Proceeds Redemption. See "BONDHOLDER RISKS—Risk of Early Redemption from Non-Origination" herein.

Under the Master Repurchase Agreement, the Repurchase Provider may request the Commission to provide cash, securities or other assets to the Repurchase Provider to the extent the market value of the Certificates transferred to the Repurchase Provider is less than the amount paid by the Repurchase Provider for such Certificates. The Commission would be required to satisfy this obligation with money in the Commission Fund. Similarly, the Commission can require the Repurchase Provider to provide the Commission with Certificates, cash, or other securities to the extent the market value of the Certificates transferred to the Repurchase Provider is greater than the amount paid by the Repurchase Provider for such Certificates.

Recycling

From time to time, the Commission has used principal payments received on account of Mortgage Loans financed under the Indenture, to the extent not needed to pay current debt service or meet covenants made under the Indenture, to fund additional Mortgage Loans (*i.e.* to "recycle" such principal payments). The Commission also has reserved the right to sell certificates acquired under the Indenture to generate money that can be used by the Commission to fund additional Mortgage Loans, subject to tax compliance limitations and the conditions set forth in the Indenture.

Except to the extent it is restricted from doing so under an applicable Series Indenture, the Commission is allowed under the Indenture to use a portion of money available in the various Series Unrestricted Principal Receipts Subaccounts, Series Taxable Principal Receipts Subaccounts and Series General Receipts Subaccounts (and the corresponding accounts created under the Homeownership Indenture) to fund additional Mortgage Loans. See Appendix A under the heading "Creation of Funds and Accounts—Revenues" for a summary of how money in the various Series Unrestricted Principal Receipts Subaccounts, Series Taxable Principal Receipts Subaccounts, and Series General Receipts Subaccounts is to be applied from time to time.

The Commission may activate, or discontinue, its recycling program at any time at its sole discretion. Thus, during the period that proceeds of the 2014 Series 1N Bonds are being used to acquire Certificates, the Commission may have a competing source of funds (*i.e.* the recycling proceeds) available to originate Mortgage Loans for the Program, which could increase the potential for an Unexpended Proceeds Redemption. See "BONDHOLDER RISKS—Risk of Early Redemption from Non-Origination" herein.

Certain Program Constraints and Limitations

Federal income tax laws set forth various restrictions on the Commission's ability to originate Mortgage Loans with the proceeds of tax-exempt Bonds. These include requirements that: (1) the Commission must expect that each residence being financed will become the mortgagor's principal residence within a reasonable period of time; (2) subject to certain exceptions, the mortgagor must not have owned and occupied a principal residence within three years before the Mortgage Loan is executed; (3) the acquisition cost of the residence must not exceed the amount determined pursuant to relevant federal tax laws; (4) the mortgagor's annualized gross household income cannot exceed certain prescribed limitations; (5) except in certain limited circumstances, Bond proceeds may not be applied to acquire or replace an existing Mortgage Loan; and (6) even if provided for in the terms of a Mortgage Loan, such Mortgage Loan cannot be assumed by another mortgagor unless the requirements of (1) through (4) above are met at the time of the assumption. See "TAX TREATMENT AND RELATED CONSIDERATIONS" herein for a discussion of these federal tax constraints. The following paragraphs describe how the Commission has incorporated certain of these restrictions into the Program.

Residence Requirement. Each Mortgage Loan must finance a Single-Family Residence that is located within Washington State and is intended to be used as the Mortgagor's principal residence. While federal tax law generally defines a "single-family residence" to include multi-family housing projects that can accommodate up to four families, the Commission currently limits the Program to one-unit properties.

Income Requirement. The Commission has established maximum permitted income limits for Mortgagors within each of the various counties in Washington State. Such income limits are subject to change by the Commission from time to time, subject to U.S. Treasury regulations. The maximum income limits in effect currently for Mortgage Loans originated with the proceeds of tax-exempt Bonds (such as the 2014 Series 1 Bonds), as adopted by the Commission, are set forth in the following table. While such income limits represent the maximum incomes for Mortgagors, the Program may implement lower income limits than the maximum limits approved by the Commission.

	Non-Targeted Areas		Targeted Areas	
Counties	1-2 Persons	3 or more Persons	1-2 Persons	3 or more Persons
Jefferson, Skagit & Whatcom	$70,000	$80,000	n/a	n/a
Clark, Island, Kitsap, Pierce & Thurston	$80,000	$90,000	$80,000	$90,000
King & Snohomish	$90,000	$97,000	$90,000	$97,000
San Juan	$78,000	$90,000	n/a	n/a
All other	$65,000	$75,000	$80,000	$85,000

Purchase Price Requirement. The Commission has established maximum purchase prices for residences in each county of Washington State. These maximum prices are within the limits established by the U.S. Treasury Regulations promulgated under the Code. The maximum purchase prices established by the Commission are subject to change. The current purchase price limits are set forth in the following table.

Counties	Non-Targeted	Targeted
Clark & Island	$330,000	$360,000
Jefferson, Pierce & Snohomish	$370,000	$395,000
King & San Juan	$450,000	$475,000
Kitsap & Whatcom	$300,000	$335,000
Skagit	$285,000	N/A
All other	$235,000	$285,000

Reservation Priorities. The Commission has covenanted to make available, to the extent necessary, Commission funds in an amount equal to 20% of the lendable proceeds of the 2014 Series 1 Bonds for a period of 12 months from the date such proceeds are first made available to finance Mortgage Loans in Targeted Areas. Such covenant is in lieu of depositing proceeds of the 2014 Series 1 Bonds into the 2014 Series 1 Targeted Area Subaccount. If necessary to ensure an equitable statewide distribution of funds, proceeds of the 2014 Series 1 Bonds deposited in the 2014 Series 1 Acquisition Account may be set aside for a period of time to make Mortgage Loan reservations in targeted geographic areas.

Monitoring Tax Law Compliance. In 1999, the Commission began reviewing Mortgage Loans for tax compliance. Prior to such time, Application Oriented Designs, of Miami, Florida, reviewed tax compliance during the Mortgage Loan origination period. The initial review of the Mortgage Loan application for compliance with Section 143 of the Code ("Section 143") will be conducted by the Mortgage Lenders. The Mortgage Lenders are required to review certain documents, such as: the Mortgage Loan application; the affidavit of the borrower including, as needed, income tax returns, leases, rent checks, and rent receipts; appraisals; and the accepted offer to purchase the residence. If a Mortgage Lender concludes that a Mortgage Loan meets the Program's requirements, it will forward to the Commission certain documents bearing on compliance with Section 143. The Commission will conduct its own review of such documents for compliance with Section 143. If the Commission concurs in the Mortgage Lender's assessment that the borrower, the Mortgage Loan, and the residence meet the requirements of Section 143, the Commission will issue a preliminary compliance approval. Upon its receipt of closing documents evidencing that no material change has occurred which would result in noncompliance with Section 143, the Commission will issue a final compliance approval. A Servicer may not purchase any Mortgage Loan prior to receipt of the Commission's final compliance approval with respect to such Mortgage Loan.

Historical Financial Results

THE FOLLOWING TABLE REFLECTS THE UNAUDITED FINANCIAL CONDITION OF THE GENERAL INDENTURE AS OF THE END OF THE FISCAL YEARS SHOWN. THE INFORMATION SET FORTH IN THE TABLE IS *NOT* PRESENTED PURSUANT TO GENERALLY ACCEPTED ACCOUNTING PRINCIPLES ("GAAP"). INSTEAD, ASSETS AND LIABILITIES ARE VALUED AT PAR AND THE INFORMATION IS PRESENTED IN A MANNER THAT IS CONSISTENT WITH THE DEFINITION OF "ASSET PARITY" UNDER THE GENERAL INDENTURE. SEE APPENDIX A FOR THE DEFINITION OF "ASSET PARITY."

The Commission's most recent fiscal year ended on June 30, 2013. The Commission's current fiscal year ends on June 30, 2014. The information in the following table has not been updated to address changes that may have occurred since June 30, 2013. The Commission is not aware of any material adverse change in the financial position of the General Indenture since June 30, 2013. As described under the heading "SECURITY FOR THE BONDS—Outstanding Bonds," the aggregate principal amount of outstanding Bonds was $410,610,000 as of December 1, 2013 (after accounting for redemptions occurring on such date). The following table will be updated annually pursuant to the Commission's continuing disclosure undertaking.

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General Indenture
Balance Sheet Information—Parity Assets and Liabilities (1)(2)
(Fiscal Years Ending June 30)

	2013	2012	2011	2010	2009
MORTGAGE-BACKED SECURITIES					
(FHLMC, FNMA, GNMA) Principal Balance at Par	$473,620,132	$666,846,261	$785,251,889	$877,275,788	$969,110,601
ACCRUED INTEREST RECEIVABLES					
Investments	241,944	8,308	14,144	51,269	109,998
Mortgage-Backed Securities	2,144,096	2,932,920	3,438,144	3,814,747	4,267,439
Total Accrued Interest Receivables	2,386,040	2,941,228	3,452,288	3,866,016	4,377,437
CASH, CASH EQUIVALENTS & INVESTMENTS					
Acquisition Funds	28,135,838	9	7,348	194,609	43,238,451
Reservation Funds	--	--	--	--	20,000,000
Bond Reserve Funds	--	--	266,212	265,711	--
Revenue Funds	49,193,702	41,260,038	35,067,916	64,979,850	32,517,907
Total Cash, Cash Equivalents & Investments	77,329,540	41,260,047	35,341,476	65,440,170	$95,756,358
Total Assets	$553,335,712	$711,047,536	$824,045,653	$946,581,974	$1,069,244,396
BONDS PAYABLE (3)					
Tax-exempt bonds	506,650,000	673,330,000	788,515,000	912,615,000	1,037,015,000
Accrued Interest Payable	2,146,347	2,598,870	3,069,639	3,621,358	4,083,300
Total Bonds Payable	508,796,347	675,928,870	791,584,639	916,236,358	1,041,098,300
CURRENT LIABILITIES					
Accounts Payable	--	--	--	--	294,863
Total Current Liabilities	--	--	--	--	294,863
Total Liabilities	$508,796,347	$675,928,870	$791,584,639	$916,236,358	$1,041,393,163
NET PARITY – Principal Assets and Liabilities	44,539,365	35,118,666	32,461,014	$30,345,616	$27,851,233
PARITY AS A PERCENTAGE OF ASSETS	108.75%	105.20%	104.10%	103.31%	102.67%

(1) Excludes assets held and liabilities incurred under the Homeownership Indenture and the Special Program Indenture.
(2) All assets and liabilities are valued in accordance with the definition "Asset Parity" under the General Indenture. See Appendix A for the definition of "Asset Parity." When the Commission issues additional Bonds, it must show, among other things, that projected Asset Parity will always be equal to or greater than 100%. See "SECURITY FOR THE BONDS—Additional Bonds" herein and the definition of "Supporting Cash Flows" in Appendix A.
(3) Excludes Subordinate Bonds, of which there are none.

Management's Discussion and Analysis. Total assets under the General Indenture, as shown in the foregoing table, decreased from $711.0 million on June 30, 2012, to $553.3 million on June 30, 2013, a decrease of 22.18%. Total liabilities decreased 24.73% in the fiscal year ended June 30, 2013, to $508.8 million from $675.9 million the year before, resulting in an increase to Net Parity from 105.2% on June 30, 2012, to 108.8% on June 30, 2013.

There are various factors that reduced the total assets held by the Commission under the General Indenture. Primary among these were a period of stagnation in the national and Washington State economies, which has had the effect of slowing home sales to first-time homebuyers in the State, as well as the compression of taxable and tax-exempt interest rates. Starting in the fiscal year that ended June 30, 2008, the Commission has encountered difficulty issuing tax-exempt bonds with interest rates that would permit the mortgage loans originated with bond proceeds to be competitive with mortgage loan rates offered by banks and other private lenders. As a result, the Commission has only issued $62.5 million Bonds under the General Indenture since November 2010. The difference in the volume of Bonds issued over the past three fiscal years explains why the Commission's total liabilities under the General Indenture decreased by 14.61% and 24.72% during the fiscal years ended June 30, 2012, and June 30, 2013, respectively, as compared with the 4.49% increase in total liabilities experienced during the fiscal year ended June 30, 2009.

The Commission has issued bonds in its two other Indentures during the fiscal year ended June 30, 2013. Single-family mortgage bonds of $27.7 million were issued under the Homeownership Indenture. Also, the Commission issued $26.2 million bonds in the Special Programs Indenture, the proceeds of which were used to purchase mortgage-backed securities of loans originated under program guidelines.

The Commission expects to hold the Certificates until maturity. As a result, the Commission does not expect to realize gains or losses on the Certificates due to market value fluctuation. The Commission has presented financial information in a format that corresponds with the definition of "Asset Parity" under the General Indenture, which does not require adjustments to reflect market value.

In the Commission's audited financial statements, on the other hand, Certificates are presented at market value in accordance with Government Accounting Standards Board ("GASB") Statement No. 31 to conform with GAAP. There can be a significant positive or negative impact in the fiscal year's income or loss within the General Indenture, with a corresponding, cumulative impact in the net worth of the General Indenture, when such Certificates are presented at market value in accordance with GASB Statement No. 31. See "FINANCIAL STATEMENTS" herein for information regarding the Commission's financial statements.

THE COMMISSION

The Commission was created in 1983 as a public body corporate and politic and an instrumentality of the State. The Commission is authorized to issue nonrecourse revenue bonds to make funds available at affordable rates to help provide housing in the State. The Commission's address is 1000 Second Avenue, Suite 2700, Seattle, Washington 98104 and its telephone number is (206) 464-7139. Additional information regarding the Commission and its programs can be accessed at http://www.wshfc.org. However, information on the Commission's web site is not part of this Official Statement and cannot be relied upon to be accurate as of the date of this Official Statement, nor can it be relied upon to make investment decisions regarding the Bonds.

The Commission is authorized to purchase mortgages and mortgage loans or participations therein, to make loans to mortgage lenders so that those lenders may make mortgage loans, to pledge mortgages and mortgage loans as security for the payment of the principal of and interest on its revenue bonds, and to enter into any agreements in connection therewith. Its authority to issue mortgage revenue bonds was upheld by the Washington State Supreme Court on October 28, 1983.

Governance

There are eleven members of the Commission. Two members are State Officials, the State Treasurer and the Director of the State Department of Commerce, who serve *ex officio*. The Chair of the Commission is appointed by the Governor and serves at the pleasure of the Governor. The other members of the Commission are appointed by the Governor and serve for overlapping terms of four years.

The current members of the Commission and their principal occupations are listed below.

Name	Principal Occupation
Karen Miller, Chair.........................	Former Member, Snohomish County Council; former President and current member, National Council of State Housing Boards; past Chairman, Washington State Law and Justice Planning Council; former Board member and past President of the Washington State Association of Counties; past President, Trustees Association of Community and Technical Colleges.
James L. McIntire, Secretary..........	State Treasurer (*ex officio* Commissioner); former professor of economics, University of Washington; former business economist, Navigant Consulting; past board Chair, Washington's Community Economic Revitalization Board; past board Chair, Common Ground (a nonprofit housing developer); fiscal policy adviser to former Governor Booth Gardner.
Elizabeth L. Baum..........................	Manager, Enterprise Planning and Analysis, Weyerhaeuser Company; former Chair of Weyerhaeuser Foundation Sea-Tac Advisory Team.
Brian Bonlender.............................	Director, State Department of Commerce (*ex officio* Commissioner).
M.A. Leonard	Vice President and Impact Market Leader for the Pacific Northwest, Enterprise Community Partners, Inc.; formerly Northwest Regional Vice President, National Equity Fund; founding director, Washington Community Development Loan Fund (now Impact Capital); developed affordable housing at the Seattle Housing Authority and the Lane County Housing and Community Services Agency (Eugene, Oregon); current member of the Board

of Directors, Washington Community Reinvestment Association; current member of the Board of Directors, Common Ground.

Steven M. Moss	Chief Executive Officer, Blue Mountain Action Council; former Board President of Washington State Community Action Partnership; former Board President, Washington State Coalition for the Homeless; former Board member, Washington State Rural Development Council; former Board Treasurer, Washington Low-Income Housing Network; current Board member, Eastern Washington Partnership WorkForce Development Council; Board Treasurer, Student Health Options, Walla Walla.
Randy J. Robinson	Vice President and Team Leader, KeyBank Community Development Lending, Western Region; former Deputy Director, Washington State Community Business Center for Fannie Mae; Senior Vice President, Community Development, U.S. Bancorp; Board member, Impact Capital; Board member, Capitol Hill Housing Foundation; former Chair, 2009 Seattle Housing Levy; former Board President of the Washington Homeownership Center.
Gabriel Spencer	Skamania County Assessor; member, Skamania County Workforce Housing Committee; member, Washington State Association of County Assessors Assessment Administration and Timber Committee; current Board member, Columbia Gorge Housing Authority.
Pamela Tietz	Executive Director, Spokane Housing Authority; founding member, Clallam County Shelter Provider's Network; member, Clallam County Homelessness Task Force; former Executive Director, Peninsula Housing Authority; worked for Alaska Housing Finance Corporation (beginning in 1988), and the Bremerton Housing Authority.
Mario Villanueva	Director, Washington State Office of Rural Development; former Executive Director, Catholic Charities Housing Services of Yakima.
Lloyd R. Weatherford	Journeyman carpenter and member, Residential Carpenters Local 816; current member, Executive Board, Pacific Northwest Regional Council of Carpenters; former Financial Secretary, Residential Carpenters Locals 816 and 456; former employee representative, King County Carpenters Joint Apprenticeship Training Committee; former member, Seattle Housing Authority High Point Advisory Council; former member, Seattle Vocational Institute Pre-Apprenticeship Training Advisory Committee.

The Commission's Executive Director is Kim Herman. Mr. Herman is a native of Washington State and has served as a member of the Commission, as Washington Project Director of the United States Department of Housing and Urban Development's Rural Assistance Initiative Program, as Executive Director of the Housing Authority of the City of Yakima and as Manager of Single-Family Housing for the Portland Development Commission. Mr. Herman served on the Board of Directors of the National Council of State Housing Agencies for many years and served as the association's President from September, 2006, to October, 2008. He formerly served on the Board of Trustees for the Washington Center for Real Estate Research at Washington State University. He also has served on Fannie Mae's Western Regional Advisory Board and on the Boards of the Rural Community Assistance Corporation and the Washington Low Income Housing Alliance. He currently serves on the Boards of the National Rural Housing Coalition and Impact Capital. Mr. Herman is a graduate of Washington State University (B.A. 1967).

The Commission's Deputy Director is Paul R. Edwards. Mr. Edwards joined the Commission in October of 1998 as Director of Capital Projects, and became Deputy Director on November 1, 1999. He is a graduate of Morehouse College in Atlanta, Georgia (B.A. in Economics & Business Administration), and received his Master of Science Industrial Administration (M.S.I.A.) degree from Carnegie-Mellon University in Pittsburgh, Pennsylvania. Mr. Edwards has held positions in corporate and real estate lending for more than twenty years. Prior to joining the Commission, Mr. Edwards was the Community Reinvestment Act Compliance Officer for Pacific First Bank and Manager of its Community Development Department.

The Commission's Director of Homeownership Programs is Dee Taylor. Ms. Taylor had been the manager of the Homeownership Programs since April of 1998, and became the Director of Homeownership Programs in March

2000. Immediately prior to joining the Commission, Ms. Taylor worked for Oregon Housing and Community Services as the Residential Loan Program Manager. Ms. Taylor received her B.S. degree from the University of Oregon, and her J.D. degree from the Northwestern School of Law, Lewis & Clark College in Portland, Oregon.

The Commission's Senior Director of Finance and IT Services is Robert D. Cook. Mr. Cook joined the Commission in June 1996 with 18 years of accounting and finance experience in cooperative and nonprofit organizations. He is a graduate of the University of Missouri-Columbia (B.S., Business Administration-Accountancy) and Northern Illinois University-DeKalb (M.B.A.).

Interest Rate Swap Policy

The Commission is not entering into a Swap (as defined below) with respect to the 2014 Series 1 Bonds. However, the Commission may enter into one or more Swaps in the future, whether with respect to the 2014 Series 1 Bonds or any other Series of Bonds.

Swap Policy. The Commission adopted an "Interest Rate Swap Policy" on March 24, 2005, which was amended on July 26, 2007, and may be revised by the Commission at any time. Among other things, the policy currently provides that the Commission can only enter into "payment agreements" such as interest rate swaps, ceilings or floors (collectively, "Swaps") with counterparties that meet the minimum ratings requirements set forth in RCW 39.96.040. This statute requires, among other things, that any counterparty (or its guarantor) be (i) rated in at least the "double A" ratings category by at least two nationally recognized credit rating agencies or (ii) if the counterparty (or its guarantor) is rated in the "single A" ratings category by at least two nationally recognized credit rating agencies, the counterparty must provide for the posting of eligible collateral equal to at least 102% of the net market value of the Swap under the circumstances described in the Interest Rate Swap Policy. The statute also requires that the payment agreement require a counterparty described in clause (i) of the previous sentence to meet the collateralization requirements of clause (ii) if the counterparty's rating(s) fall below the requirements of clause (i).

The Commission's Interest Rate Swap Policy provides that collateral must consist of cash, U.S. Treasury securities and U.S. agencies that are 100% guaranteed by the United States, that collateral deposited by the counterparty be equal to at least 102% of the net market value of the Swap and that such collateral be held by the Commission or its agent. The market value of the collateral shall be determined on at least a weekly basis. The Interest Rate Swap Policy also requires that each Swap executed by the Commission contain terms and conditions as set forth in the ISDA® Master Agreement, including the schedule, credit support annex and confirmation.

Existing Swaps Relating to the Bonds. In July, 2008, the Commission and DEPFA BANK plc (the "2008 Swap Provider") entered into an interest rate swap (the "2008 Series 1 Swap") in connection with the issuance of the Commission's 2008 Series VR-1A Bonds. Under the 2008 Series 1 Swap, the Commission will pay amounts to 2008 Swap Provider based on a fixed rate of 3.629% and an initial notional amount of $15 million (which amount amortizes over time), and 2008 Swap Provider will pay amounts to the Commission based on a floating rate equal to the average SIFMA Municipal Swap Index (the "Index") plus 10 basis points (0.10%) and the same notional amount. The 2008 Series 1 Swap is scheduled to expire on December 1, 2021. In September, 2008, the Commission and 2008 Swap Provider entered into an interest rate swap (the "2008 Series 2 Swap" and, collectively with the 2008 Series 1 Swap, the "Existing Swaps") in connection with the issuance of the Commission's 2008 Series VR-2N Bonds. Under the 2008 Series 2 Swap, the Commission will pay amounts to 2008 Swap Provider based on a fixed rate of 3.249% and an initial notional amount of $13 million (which amount amortizes over time), and 2008 Swap Provider will pay amounts to the Commission based on a floating rate equal to the Index plus 5 basis points (0.05%) and the same notional amount. The 2008 Series 2 Swap is scheduled to expire on June 1, 2021. FMS Wertmanagement has guaranteed DEPFA's obligations under the Existing Swaps.

The Existing Swaps are each in the form of an International Swap Dealers Association, Inc. (ISDA®) Master Agreement, as modified by a schedule, credit support annex and confirmation. Any semiannual payments paid by the Trustee to 2008 Swap Provider are made from the respective Series Interest Subaccount and are on a parity with payments of interest on the Bonds. All other payment obligations to 2008 Swap Provider (*e.g.* termination payments) are payable from funds pledged to the Bonds under the General Indenture that are available after the payment of scheduled principal, interest and expenses but prior to cross calling or recycling. Under certain circumstances (including certain events of default with respect to the Commission or 2008 Swap Provider) one or both of the Existing Swaps may be terminated in whole or in part. Following the termination of a Swap, either the Commission or the 2008 Swap Provider may owe a termination payment to the other, depending upon the then market value of an interest rate collar or swap comparable to the remaining term of the terminated Swap and the events that caused the Swap to terminate. Under certain circumstances, whether or not it is the defaulting or terminating party, the Commission could owe a termination payment that could be substantial and, if payable by the Commission, may decrease the assets held under the General Indenture.

THE SERVICER

As more fully described under the heading "SINGLE-FAMILY MORTGAGE PROGRAMS" herein, the Servicer is required to purchase Mortgage Loans from Mortgage Lenders, to issue Certificates backed by such Mortgage Loans, and, with respect to those Certificates that will be acquired with Bond proceeds, to sell those Certificates to the Trustee. Once Certificates have been issued to the Trustee, the Servicers' primary duties involve the collection and distribution to the Trustee of payments received on account of the underlying Mortgage Loans. This includes payments received from GNMA, Fannie Mae and Freddie Mac with respect to defaulted Mortgage Loans. The Servicer's ability to purchase and pool Mortgage Loans, and to issue and deliver Certificates, underlies the Trustee's ability to spend Bond proceeds in a timely manner. See "BONDHOLDER RISKS—Risk of Early Redemption from Non-Origination" herein for a discussion of certain factors that might adversely affect a Servicer's ability to acquire and pool Mortgage Loans, and to issue and deliver Certificates.

The Alabama Housing Finance Authority, doing business as ServiSolutions® ("ServiSolutions"), has been retained by the Commission to service the Mortgage Loans originated after December 14, 2011.

The Mortgage Loans underlying the Certificates securing the Bonds currently are serviced by three other Servicers. HomeStreet Bank services a portion of the Mortgage Loans refinanced by the Commission's 2004 Series 1 Bonds and 2013 Series 1 Bonds. U.S. Bank Home Mortgage–MRBP Division services the Mortgage Loans financed by the 2004 Series 4 Bonds and a portion of the Mortgage Loans refinanced by the Commission's 2010 Series 1 Bonds and 2013 Series 1 Bonds. Bank of America, N.A., services Mortgage Loans underlying the Certificates funded with Bonds issued during calendar years 2005 through 2011, except the Commission's 2010 Series 1A-R Bonds and 2010 Series 1N-R Bonds. The Commission's 2004 Series 1 Bonds and 2004 Series 4 Bonds are expected to be refinanced with proceeds of the 2014 Series 1 Bonds.

ServiSolutions

The information under this subheading has been provided solely by ServiSolutions and is believed to be reliable, but has not been verified independently by the Commission. No representation whatsoever as to the accuracy, adequacy, or completeness of such information is made by the Commission.

The Alabama Housing Finance Authority ("AHFA") was established in 1980 by an act of the Alabama legislature as a public corporation and instrumentality of the State of Alabama. ServiSolutions, a department of AHFA, offers residential mortgage servicing for financial institutions. As of October 31, 2013, ServiSolutions services and manages a portfolio of more than 26,400 mortgages, totaling $1.7 billion and is approved as a residential mortgage servicer by FHA, VA, Rural Development, Fannie Mae and Ginnie Mae. ServiSolutions currently is not approved as a residential mortgage servicer by Freddie Mac. Headquartered in Montgomery, Alabama, ServiSolutions services mortgage loans in Alabama, Florida, Georgia, Tennessee, Mississippi, Missouri and Washington. ServiSolutions commenced servicing mortgages in March, 2005.

The ServiSolutions Servicing Agreement

ServiSolutions will service the Mortgage Loans originated with the proceeds of the 2014 Series 1 Bonds under the terms of a Program Administration and Servicing Agreement effective as of December 15, 2011, among the Commission, the Trustee and ServiSolutions (as amended from time to time, the "Servicing Agreement"). The principal responsibilities of ServiSolutions include purchasing, pooling and servicing the Mortgage Loans in compliance with the Servicing Agreement, the Acquisition and Operating Policy and the applicable Fannie Mae, GNMA or Freddie Mac documents, and selling the Certificates to the Trustee. See Appendix B for summaries of the GNMA, Fannie Mae and Freddie Mac programs.

The Servicing Agreement establishes basic obligations among the Commission, the Trustee and ServiSolutions with respect to the servicing of Mortgage Loans to be included in pools backing Certificates (and subject to the standard GNMA, Fannie Mae and Freddie Mac procedures for servicing mortgage loans) that may be revised, from time to time, to conform with the Program. The Commission is responsible under the Servicing Agreement for reviewing each Mortgage Loan originated by the Mortgage Lenders to determine compliance with GNMA, Fannie Mae and Freddie Mac loan documentation and tax compliance requirements. Upon completion of such review, ServiSolutions will complete all required documents and forms incidental to each approved Mortgage Loan in a GNMA, Fannie

Mae or Freddie Mac pool. Under the Servicing Agreement, ServiSolutions is responsible for remitting the principal and interest payments scheduled to be made on the Mortgage Loans under the terms of the applicable GNMA, Fannie Mae and Freddie Mac documents.

Subject to written approval by the Commission and the Trustee, the obligations and duties of ServiSolutions under the Servicing Agreement may be assigned to another firm then currently approved to act in such capacity by GNMA, Fannie Mae or Freddie Mac.

Pursuant to the Servicing Agreement, ServiSolutions is required to pay a servicing release fee to the Commission based on the outstanding amount of Mortgage Loans ServiSolutions acquires from the Mortgage Lenders (a portion of which will be utilized to pay origination fees to the Mortgage Lenders). ServiSolutions receives a portion of each monthly installment of interest under the Mortgage Loans and certain late charges paid by Mortgagors as compensation for its services under the Servicing Agreement.

QUANTITATIVE CONSULTANT

cfX serves as the Commission's quantitative consultant pursuant to an engagement agreement that terminates on December 31, 2015 (subject to renewal at the parties' discretion). Subject to the terms of the engagement agreement, cfX will provide certain quantitative work products to the Commission and the Trustee to be utilized in connection with their respective operating obligations under the Indenture. Each such work product will be based solely on information provided to cfX by the Commission and the Trustee, certain assumptions provided to cfX by the Commission, and certain instruction from Bond Counsel and Special Tax Counsel. cfX will make no representation with respect to the accuracy of such information or as to the reasonableness of such assumptions and instructions. cfX is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement and is not obligated to review or ensure compliance with continuing disclosure undertakings.

TAX TREATMENT AND RELATED CONSIDERATIONS

The Code establishes certain requirements that must be met subsequent to the issuance of the 2014 Series 1 Bonds in order that interest thereon be and remain excludable from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the 2014 Series 1 Bonds to be includable in gross income retroactive to their date of original issuance. The requirements of the Code include provisions that restrict the yield and set forth other limitations within which the proceeds made available upon the issuance of the 2014 Series 1 Bonds are to be invested, including mortgage eligibility requirements, and require that certain investment earnings be rebated on a periodic basis to the United States Treasury.

Section 143 of the Code imposes significant limitations on the financing of single-family Mortgage Loans that are applicable to the 2014 Series 1 Bonds. The Commission will require that all Mortgage Loans financed by the proceeds made available upon the issuance of the 2014 Series 1 Bonds satisfy these requirements, including, but not limited to, the borrower income and purchase price limitations of Section 143 of the Code.

Under the Code, the following requirements must be met with respect to each Mortgage Loan financed, in whole or in part, with the proceeds of Bonds: (a) the residence being financed must reasonably be expected by the Commission to become the principal residence of the mortgagor within a reasonable time after the financing is provided, must not be intended primarily or expected to be used in a trade or business and may not be used as an investment property or as a recreational home; (b) subject to certain exceptions, at least 95% of the lendable proceeds of an issue must be used to finance residences of borrowers who have not had a present ownership interest in a principal residence during the three-year period prior to the date on which the mortgage is executed; (c) the acquisition cost of the residence must not exceed certain limitations; (d) all mortgages must be made to borrowers whose income does not exceed certain limitations; (e) except in certain limited circumstances, proceeds may not be applied to acquire or replace an existing mortgage; and (f) if assumable in accordance with its terms, a mortgage may not be assumed unless requirements (a) through (d) above are met.

An issue of bonds is treated as meeting the mortgage eligibility requirements of the Code only if the issuer in good faith attempts to meet all of the mortgage eligibility requirements before the mortgages are executed and any failure to comply with the mortgage eligibility requirements is corrected within a reasonable period after such failure is first discovered. In addition, 95% or more of the proceeds of the issue used to make loans must be used to finance residences which met all such requirements at the time the loans were executed. In determining whether 95% of the proceeds have been so used, the issuer is entitled to rely on an affidavit of the mortgagor and of the seller and on the mortgagor's income tax returns filed with the Internal Revenue Service for the three years preceding the date the mortgage is executed even though the relevant information in such affidavits and returns should ultimately prove to be untrue, unless the Commission or its agent knows or has reason to believe that such information is false. If the relevant information in the affidavits obtained in connection with any loan is discovered to be untrue, however, the correction still must be made within a reasonable period.

The Commission will include provisions in the lender documents and other relevant documents and has established procedures (including receipt of certain affidavits and warranties from lenders, borrowers and others respecting the mortgage eligibility requirements) to ensure compliance with the mortgage eligibility requirements and other requirements relating to nonmortgage investments which must be met subsequent to the date of issuance of the 2014 Series 1 Bonds. The Commission has covenanted in the Indenture to do and perform all acts and things necessary or desirable in order to assure that interest paid on the 2014 Series 1 Bonds shall be excludable from gross income for federal income taxes purposes. Under the Code, certain requirements must be met subsequent to the delivery of the 2014 Series 1 Bonds to ensure that interest on such Bonds is not included in gross income.

Agreements, affidavits and other procedures are set forth in the documents relating to the Program to comply with the requirements of the Code. The Commission believes that the procedures and documentation requirements established for the purpose of fulfilling its covenant are sufficient to ensure that the proceeds of the 2014 Series 1 Bonds will be applied in accordance with the Code.

Backup Withholding. As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the 2014 Series 1 Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007, to any bondholder who fails to provide certain required information, including an accurate taxpayer identification number, to any person required to collect such information pursuant to Section 6049 of the Code. The new reporting requirement does not, in and of itself, affect or alter the excludability of interest on the 2014 Series 1 Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

Opinion of Special Tax Counsel. In the opinion of Kutak Rock LLP, Special Tax Counsel, to be delivered on the date of issuance of the 2014 Series 1 Bonds, assuming the accuracy of certain representations and continuing compliance by the Commission with certain covenants, under existing laws, regulations, rulings and judicial decisions, the interest on the 2014 Series 1 Bonds is excluded from gross income of the owners thereof for purposes of federal income taxation, except as hereafter described. Special Tax Counsel is further of the opinion that (i) interest on the 2014 Series 1A-R Bonds is a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and corporations by the Code and is included in adjusted current earnings for purposes of the alternative minimum tax imposed on corporations by the Code, (ii) interest on the 2014 Series 1N Bonds is neither a specific preference item nor included in adjusted current earnings for purposes of the federal alternative minimum tax, and (iii) interest on the 2014 Series 1N-R Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations by the Code; however such interest on the 2014 Series 1N-R Bonds is included in adjusted current earnings for purposes of the alternative minimum tax imposed on corporations by the Code. A form of the Special Tax Counsel opinion with respect to the 2014 Series 1 Bonds is attached hereto as Appendix E.

Although Special Tax Counsel is rendering an opinion that the interest on the 2014 Series 1 Bonds, as described above, is not included in gross income for federal income tax purposes, the accrual or receipt of interest on the 2014 Series 1 Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Special Tax Counsel expresses no opinion regarding any such consequences. Purchasers of the 2014 Series 1 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property and casualty insurance companies, banks, thrifts or other financial institutions or recipients of Social Security or Railroad Retirement benefits, taxpayers otherwise entitled to claim earned income credit and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry tax-exempt obligations are advised to consult their tax advisors as to the tax consequences of purchasing, holding or selling the 2014 Series 1 Bonds.

From time to time, there are legislative proposals in the United States Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the 2014 Series 1 Bonds. It cannot be predicted whether or in what form any such proposals might be enacted or whether, if enacted, would apply to bonds issued prior to enactment. Each purchaser of the 2014 Series 1 Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation, regulatory initiatives or litigation. Special Tax Counsel will not express any opinion regarding any pending or proposed federal tax legislation, regulatory initiatives or litigation.

Tax Treatment of Premium on PAC Bonds

The PAC Bonds have been sold at a premium. An investor that acquires a PAC Bond for a cost greater than its remaining stated redemption price at maturity and holds the PAC Bond as a capital asset will be considered to have purchased the PAC Bond at a premium and, under Section 171 of the Code, must generally amortize such premium under the constant yield method. Except as may be provided by regulation, amortized premium will be allocated among, and treated as an offset to, interest payments. The basis reduction requirements of Section 1016(a)(5) of the Code apply to amortizable bond premium that reduces interest payments under Section 171 of the Code. Regulations have been issued dealing with certain aspects of federal income tax treatment of bond premium, but such regulations do not fully address the method to be used to amortize bond premium on obligations such as the PAC Bonds. Therefore, investors should consult their tax advisors regarding the tax consequences of amortizing bond premium.

CONTINUING DISCLOSURE

Basic Undertaking to Provide Continuing Disclosure

To meet the requirements of United States Securities and Exchange Commission ("SEC") Rule 15c2-12(b)(5) (the "Rule"), as applicable to the Underwriters, the Commission has undertaken in the General Indenture, for the benefit of owners and Beneficial Owners of the Bonds, to provide or cause to be provided certain information on a continuing basis (the "Undertaking"). That undertaking will be confirmed in the 2014 Series 1 Indenture. See "Compliance with Secondary Disclosure Requirements of the SEC" in Appendix A hereto for a more detailed summary of the Undertaking.

Disclosure Agent

The Indenture provides that the Trustee will act as agent (the "Disclosure Agent") of the Commission and each "Obligated Person" with respect to the Undertaking, and not in its capacity as Trustee. As Disclosure Agent, the Trustee is not obligated to independently investigate the accuracy of certificates received by it in its capacity as Trustee. For purposes of the Rule and the Undertaking, there are no "Obligated Persons" with respect to the 2014 Series 1 Bonds other than the Commission.

Annual Information

With respect to the 2014 Series 1 Bonds, the Commission has undertaken to provide to the Municipal Securities Rulemaking Board (the "MSRB") on an annual basis, in an electronic format as prescribed by the MSRB: (i) its audited financial statements; and (ii) financial information and operating data regarding the Program of the type included in this Official Statement in the table titled "General Indenture Balance Sheet Information-Parity Assets and Liabilities," and in Tables F-1, F-2 and F-3 included in Appendix F hereto. The financial information described in clause (ii) will be unaudited, and will be provided to the Disclosure Agent. The Disclosure Agent will provide such audited financial statements and other financial information to the MSRB (provided, that the Disclosure Agent shall not be so obligated if the Commission has notified the Disclosure Agent in writing that it has provided or caused to be provided to the MSRB such audited financial statements and financial information). In lieu of providing such audited financial statements and annual financial information, the Commission may cross-reference to other documents available to the public on the MSRB's internet web site or filed with the SEC. The audited financial statements and financial information will be provided to the Disclosure Agent before the expiration of seven months after the Commission's fiscal year, which currently ends June 30. The Commission may adjust such fiscal year by providing written notice of the change of fiscal year to the MSRB.

Material Event Notices

The Commission has undertaken to cause the Disclosure Agent to provide prompt notice of Material Events (as defined in Appendix A under the heading "Compliance with Secondary Disclosure Requirements of the SEC") to the MSRB in an electronic format as prescribed by the MSRB. The Commission and any "Obligated Person" also may cause the Disclosure Agent to file other notices from time to time with the MSRB. The Disclosure Agent is required to provide timely notice to the MSRB of any failure by the Disclosure Agent to provide to the MSRB the annual financial information or audited financial statements required to be provided on or before the due date thereof.

Past Compliance with the Undertaking

The Commission has complied with its continuing disclosure undertakings under the Indenture and under the Homeownership Indenture in all material respects during the past five years.

FINANCIAL STATEMENTS

The Commission's audited annual financial statements for the fiscal years ending June 30, 1995 through 2013 were filed and should be available at those nationally recognized municipal securities information repositories designated by the SEC for purposes of its Rule 15c2-12 at the time such financial statements were filed. Copies of such financial statements are available from the Commission upon payment to the Commission of a charge for copying, mailing and handling. Requests for such copies should be addressed to the Commission's Senior Director of Finance and IT Services.

The audited financial statements reflect all of the Commission's programs and funds. But for certain information set forth in such financial statements under the heading "COMBINING INFORMATION AND REQUIRED SUPPLEMENTARY INFORMATION—Combined Open Indenture" and accompanying notes, if any, together with those portions of the auditor's letter pertaining to such information, the Commission's audited financial statements describe assets and revenues that are not available to pay any principal of or interest on the Bonds.

UNDERWRITING

RBC Capital Markets, LLC (the "Representative"), George K. Baum & Company, Edward D. Jones & Co., L.P. and Wells Fargo Securities (together, the "Underwriters") have agreed, subject to certain conditions, to purchase from the Commission the 2014 Series 1 Bonds, at a price equal to par, plus an original issue premium of $299,335.15. The obligation of the Underwriters to purchase the 2014 Series 1 Bonds is subject to certain terms and conditions set forth in a purchase contract between the Representative and the Commission. The fee of the Underwriters payable in connection with the initial sale of the 2014 Series 1 Bonds is $273,700. The Underwriters may offer and sell the 2014 Series 1 Bonds to certain dealers and certain dealer banks at prices lower than the public offering prices stated on the inside front cover hereof.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association. Wells Fargo Bank, National Association ("WFBNA"), one of the Underwriters, has entered into an agreement (the "Distribution Agreement") with its affiliate, Wells Fargo Advisors, LLC ("WFA"), for the distribution of certain municipal securities offerings, including the 2014 Series 1 Bonds. Pursuant to the Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the 2014 Series 1 Bonds with WFA. WFBNA also utilizes the distribution capabilities of its affiliates, Wells Fargo Securities, LLC ("WFSLLC") and Wells Fargo Institutional Securities, LLC ("WFIS"), for the distribution of municipal securities offerings, including the 2014 Series 1 Bonds. In connection with utilizing the distribution capabilities of WFSLLC, WFBNA pays a portion of WFSLLC's expenses based on its municipal securities transactions. WFBNA, WFSLLC, WFIS, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company. A separate Wells Fargo line of business is serving as Trustee in connection with the Bonds and will be separately compensated for serving in this capacity. WFBNA may receive a payment, value, or credit in connection with such ancillary services.

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

RATING

Moody's has assigned its rating of "Aaa" to the 2014 Series 1 Bonds. The outlook is "stable." Such rating reflects only the views of Moody's at the time the rating was given, and the Commission makes no representation about the appropriateness of the rating. An explanation of the significance of such rating may be obtained only from Moody's. There is no assurance that such rating will continue for any given time or that it will not be revised downward or withdrawn entirely by Moody's if, in the judgment of Moody's, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the 2014 Series 1 Bonds.

ABSENCE OF MATERIAL LITIGATION

There is no proceeding pending or threatened to restrain or enjoin the issuance or sale of the 2014 Series 1 Bonds, or in any way contesting or affecting the validity of the 2014 Series 1 Bonds or any proceedings of the Commission taken with respect to the issuance or sale thereof, the pledge or application of any money or securities provided for the payment of the 2014 Series 1 Bonds or the existence or powers of the Commission insofar as they relate to the authorization, sale and issuance of the 2014 Series 1 Bonds or such pledge or application of money and securities.

CERTAIN LEGAL MATTERS

All legal matters in connection with the issuance of the 2014 Series 1 Bonds are subject to the approval of Pacifica Law Group LLP, Seattle, Washington, Bond Counsel and by Kutak Rock LLP, Omaha, Nebraska, Special Tax Counsel. Pacifica Law Group LLP also serves as General Counsel to the Commission. Foster Pepper PLLC, Spokane, Washington, in its capacity as the Commission's disclosure counsel with respect to the 2014 Series 1 Bonds, is expected to deliver an opinion to the Commission and the Underwriters. Any such opinion will be limited in scope, and cannot be relied upon by investors without the written consent of such firm.

MISCELLANEOUS

Potential Conflicts of Interest

The Commission is aware of the following conflicts of interest various parties may have in connection with the issuance of the 2014 Series 1 Bonds.

Institutions with which some of the Commission's members are associated participate from time to time in the Commission's programs or serve in positions of responsibility with respect to the Commission's programs or bond issues. Those Commission members' participation in decisions concerning such programs is governed by, and is in accordance with, State law and the Commission's regulations concerning conflicts of interest.

Some or all of the fees of the Underwriters, the Trustee, the Commission's Bond Counsel, Special Tax Counsel and disclosure counsel are contingent upon the sale of the 2014 Series 1 Bonds.

From time to time Bond Counsel and Special Tax Counsel may serve as counsel to the Underwriters and to other parties involved with the 2014 Series 1 Bonds (including, in the case of Special Tax Counsel, Freddie Mac) and the Mortgage Loans, with respect to transactions other than the issuance of bonds of the Commission, and Special Tax Counsel may on occasion also serve as counsel to the providers of one or more Investment Agreements. Likewise, disclosure counsel represents certain of the Underwriters and other parties involved with the Mortgage Loans in matters unrelated to the Program.

Entities that are related to the Underwriters may from time to time provide Investment Agreements for various Series of Bonds. Wells Fargo Securities, one of the Underwriters, is an affiliate of the Trustee.

Summaries, Opinions and Estimates Qualified

All of the foregoing summaries or descriptions of provisions of the Indenture and other documents are made subject to all of the provisions of law and such documents and these summaries do not purport to be complete statements of such provisions. Reference is hereby made to such documents for further information in connection therewith. A copy of the aforementioned documents may be examined at the office of the Commission in Seattle, Washington. All summaries of documents and agreements are qualified in their entirety by reference to those documents and agreements, and all summaries of the 2014 Series 1 Bonds and the Bonds contained in this Official Statement are qualified in their entirety by reference to the definitive forms thereof, copies of which are available for inspection at the principal corporate trust office of the Trustee.

Any statements herein involving matters of opinion or estimates, whether or not expressly so stated, are intended merely as such and not as representations of fact.

The agreements of the Commission with respect to the Bondowners are fully set forth in the Indenture. This Official Statement is not to be construed as a contract with the purchasers of the 2014 Series 1 Bonds.

WASHINGTON STATE HOUSING FINANCE COMMISSION

By: /s/ Karen Miller
Chair

APPENDIX A:
SUMMARY OF THE GENERAL INDENTURE

The following is a summary of certain provisions of the Amended and Restated General Trust Indenture dated as of November 1, 2010, between the Commission and the Trustee, and is qualified in its entirety by reference to the Amended and Restated General Trust Indenture. The Amended and Restated General Trust Indenture combines the terms of the prior General Trust Indenture dated as of May 1, 1995 and the seven supplemental indentures and updates other terms, including the ongoing disclosure requirements. The Amended and Restated General Trust Indenture is referred to in this Official Statement as the "General Indenture." For a description of certain other provisions of the General Indenture, see "THE 2014 SERIES 1 BONDS," "SECURITY FOR THE BONDS" and "CONTINUING DISCLOSURE."

Certain Definitions

Some of the terms defined in the General Indenture that are used in the Official Statement appear in the immediately following paragraphs. Certain of the following definitions have been condensed or otherwise modified when appropriate for purposes of the Official Statement.

"Accreted Value" means, with respect to any of the Convertible Deferred Interest Bonds, the total amount of principal thereof and interest payable thereon determined solely by reference to the Table of Accreted Values set forth in a Series Indenture or Remarketing Indenture. The Accreted Value as of any date other than those specified in the Table of Accreted Values shall be the sum of: (a) the Accreted Value as of the last Debt Service Payment Date which is prior to the date as of which the calculation is being made plus (b) interest thereon to the date as of which the calculation is being made at the interest rate per annum set forth in the applicable Series Indenture or Remarketing Indenture; provided, that the Accreted Value of each Convertible Deferred Interest Bond on or after its Full Accretion Date shall be equal to the Accreted Value as of such Full Accretion Date.

"Accretion" means, with respect to any Compound Interest Bond or Convertible Deferred Interest Bond, the amount by which the current Accreted Value exceeds the Issuance Amount of such Bond.

"Acquisition and Operating Policy" means the then currently effective document or documents certified by an Authorized Officer, specifying, among other things, the rules which govern the application of money and assets in a Series Acquisition Account and Series Reservation Account, the current rules which govern the application of Revenues, excess amounts in the Reserve Fund, and the Expense Requirement for each Series of Bonds. Prior to May 1, 1998, the Acquisition and Operating Policy was two separate documents: the Series Acquisition Policy and the Operating Policy.

"Amortized Value" means the purchase price of securities, excluding accrued interest, plus an amortization of any discount or less an amortization of any premium included in the purchase price. The premium or discount shall be amortized on an actuarial basis, so that the Amortized Value at any time equals the price at which the yield on a security equals the yield of such security as of its original purchase. In the case of an Investment Security callable at the option of the issuer thereof, the original yield and Amortized Value will be computed on the assumption that, for securities purchased at a premium, such security is called as of the first possible call date, provided that after such call date, the value of the Investment Security will be computed at par, or for securities purchased at a discount, such security is held to maturity.

"Asset Parity" means a ratio in which:

1. the numerator is the aggregate value of all assets under the Trust Estate (excluding amounts in the Rebate Fund, Cost of Issuance Fund, Expense Fund and Commission Fund), including:
    a. the Mortgage Value of all Certificates and all Whole Loans;
    b. the Investment Value of all Investment Securities in the funds and accounts; and
2. the denominator is the aggregate value of all outstanding liabilities payable from the Trust Estate, including:
    a. the Bond Value of all Outstanding Bonds other than Subordinate Bonds; plus
    b. the aggregate amount of Enhancement Accruals; plus

c. the excess of the aggregate Expense Requirements over the amount on deposit in the Expense Funds; plus

d. the excess of the aggregate Rebate Requirements over the amount on deposit in the Rebate Fund.

"Asset Parity Determination" means, in connection with certain actions to be taken by the Trustee under the General Indenture, a determination by the Trustee or a certification by an Authorized Officer filed with the Trustee, that, taking into account the proposed action, Asset Parity will be equal to or greater than 100% after taking the proposed action.

"Authorized Officer" means the Chair, Vice Chair, Secretary, Treasurer, or Executive Director of the Commission, and any other officer or employee of the Commission authorized by resolution of the Commission to perform the act or sign the document in question.

"Bond" or "Bonds" means any evidence of indebtedness issued pursuant to the General Indenture and designated in the applicable Series Indenture as a "Bond," and may include bonds, notes and other forms of long-term and short-term indebtedness. Bonds issued under the General Indenture prior to January 1, 2006, and not specifically designated as a "Bond" in the applicable Series Indenture shall for all purposes of the General Indenture be treated as a "Bond."

"Bond Counsel" means a firm of nationally recognized attorneys at law, appointed by the Commission, and experienced in the financing of qualified mortgage bond programs through the issuance of tax-exempt revenue bonds under the exemptions provided under the Code.

"Bond Counsel Opinion" means an opinion of Bond Counsel.

"Bond Value" means with respect to any date, the principal amount of Current Interest Bonds, the Accreted Value with respect to Compound Interest Bonds and Convertible Deferred Interest Bonds, plus accrued interest with respect to Current Interest Bonds and Convertible Deferred Interest Bonds after the Full Accretion Date with respect thereto, provided that for the purpose of establishing the Bond Value of Bonds Outstanding in order to measure Owner approvals, consents or requests, the Bond Value for each date other than a Regular Payment Date shall be the Bond Value as of the prior Regular Payment Date.

"Bond Year" means the period for a Series of Bonds as specified in the Arbitrage and Tax Certification.

"Business Day" means a day on which banks in the city in which the principal corporate trust office of the Trustee is located or in New York, New York, are not required or authorized by law to remain closed and on which the New York Stock Exchange is not closed.

"Cash Equivalent" means a letter of credit, insurance policy, surety, guarantee or other security arrangement upon which the Commission or the Trustee may make a draw to provide funds as needed for the Reserve Fund or to provide Supplemental Mortgage Coverage.

"Cash Flow Certificate" means, in connection with certain actions to be taken by the Commission, a Certificate of an Authorized Officer filed with the Trustee which (1) describes the proposed action and (2) has the Supporting Cash Flows attached.

"Cash Flow Consultant" means the Commission, the Trustee, or an accounting, investment banking, banking, financial advisory, program consulting, or quantitative services firm that has experience in the preparation of cash flow projections of the type described in the General Indenture and is acceptable for such purposes to the Rating Agency.

"Certificates" means GNMA Certificates, Fannie Mae Certificates and Freddie Mac Certificates, and participations therein in each case representing interests in securitized Mortgage Loans.

"Code" means the Internal Revenue Code of 1986 and all subsequent tax legislation duly enacted by the Congress of the United States applicable to the Bonds. Each reference to a Section of the Code shall be deemed to include the United States Treasury Regulations proposed or in effect with respect thereto and applicable to the Bonds or the use of the proceeds thereof.

"Commission" means the Washington State Housing Finance Commission, a public body corporate and politic established by the Act.

“Commission Fee” means, with respect to each Series of Bonds, the maximum amount as specified by formula in the Acquisition and Operating Policy that may be withdrawn from the General Receipts Account and deposited in the Expense Fund to be paid to the Commission, other than for payment or reimbursement of the Commission’s obligations to third parties.

“Commission Fund” means the Fund so designated and established pursuant to the General Indenture.

“Commission Request” means, in connection with certain actions to be taken by the Trustee, a Certificate of an Authorized Officer filed with the Trustee which (1) describes the proposed action and (2) states that the proposed action is permitted or directed by the Acquisition and Operating Policy and provides a reference to the applicable provision therein.

“Compound Interest Bonds” means those Bonds the interest on which will not be paid until the Stated Maturity thereof, or earlier upon redemption.

“Conventional Loans” means Mortgage Loans that are not FHA Insured, VA Guaranteed or RECDS Guaranteed.

“Convertible Deferred Interest Bond” means those Bonds, the interest on which will accrete until the Full Accretion Date, unless paid upon redemption, and after such Full Accretion Date will be paid on each Debt Service Payment Date.

“Cost of Issuance” means items of expense payable or reimbursable directly or indirectly by the Commission and related to the authorization, sale, remarketing, resetting of the interest rate and issuance of the Bonds, which items of expense will include, but not be limited to, advertising costs, printing costs, costs of reproducing documents, filing and recording fees, initial fees, charges and expenses (including counsel’s fees and expenses) of the Trustee, legal fees and charges (including Bond Counsel), professional consultants’ fees, costs of credit ratings, fees and charges for execution, transportation and safekeeping of bonds, placement agent or underwriter’s fees and expenses, Commission fees, costs and expense of refunding, and other costs, charges and fees in connection with the foregoing.

“Current Interest Bonds” means those Bonds the interest on which is paid on a current basis on each Debt Service Payment Date.

“Debt Service Payment Date” means each date on which principal and/or interest on the Bonds is to be paid, including but not limited to a Regular Payment Date and dates on which Bonds are redeemed or purchased in lieu of redemption.

“Delivery Period” means the period of time set forth in an Acquisition and Operating Policy during which Certificates or Whole Loans may be acquired from amounts in a Series Acquisition Account by the Trustee from a Servicer or a Mortgage Lender.

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

“Eligible Collateral” means Certificates and Whole Loans which are eligible to be purchased by the Trustee in accordance with the applicable Acquisition and Operating Policy.

“Eligible Persons and Families” means a person or persons or family or families (1) intending principally and permanently to reside as a household in a Single-Family Residence (as defined in the Origination Agreements); (2) whose total Annual Family Income (as defined in the Origination Agreements) does not exceed the appropriate Maximum Annual Family Income (as defined in the Origination Agreements); and (3) with respect to each person or persons who purchases a Single-Family Residence not located within a Targeted Area, each such person who is executing the Mortgage and occupying the Single-Family Residence is a First-Time Homebuyer (as defined in the Origination Agreements).

“Enhancement Accrual” means the accrued portion of any regular payment or receipt under an Enhancement Agreement coming due on or before the next succeeding Regular Payment Date. Unless otherwise specified in the Acquisition and Operating Policy, daily accrual of the Enhancement Accrual shall be computed on a straight-line basis over the period between payments under an Enhancement Agreement.

“Enhancement Agreement” means a contractual arrangement providing for credit enhancement, liquidity enhancement, or interest rate risk protection with respect to a Series of Bonds as specified in the applicable Series Indenture or Remarketing Indenture.

"Expense Limitation" means, with respect to each Series of Bonds, the maximum periodic amount as specified by the formula in the Acquisition and Operating Policy that may be transferred from the General Receipts Account for deposit in the Expense Fund for the payment of Expenses.

"Expense Requirement" means, with respect to each Series of Bonds as of any date of calculation, the accrued but unpaid portion of Expenses, assuming that such expenses accrue at a daily rate determined by proration of the Expense Limitation.

"Expenses" means amounts payable to the Commission or to third parties for any services or credit enhancement provided in connection with the Program, including without limitation the Commission Fee, the Trustee Expenses, the fees and expenses of Bond Counsel, the fees and expenses of any rebate analyst, the fees and expenses of any Cash Flow Consultant, fees and expenses of any Tender Agent or Remarketing Agent, any other costs relating to the payment or notification of Owners and the costs of Supplemental Mortgage Coverage.

"Fannie Mae" means the Federal National Mortgage Association ("FNMA").

"Fannie Mae Certificates" means the guaranteed mortgage securities issued by Fannie Mae, the timely payment of principal of and interest on which is guaranteed by Fannie Mae, representing the entire interest in a separate pool of mortgage loans purchased by Fannie Mae.

"Federal Mortgage Loans" means Mortgage Loans that are FHA-Insured, VA-Guaranteed or RUS Guaranteed.

"FHA" means the Federal Housing Administration of the U.S. Department of Housing and Urban Development or any successor to its functions.

"FHA Insurance" means FHA mortgage insurance issued under Section 203(b), 234(c), 203(b)(2) or 203(k) or other sections under Title I or Title II of the National Housing Act of 1934, as amended.

"FHA Insured" means insured under FHA Insurance.

"Freddie Mac" means the Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States 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. §§ 1451-1459)).

"Freddie Mac Certificates" means the guaranteed mortgage securities issued by Freddie Mac, the timely payment of principal of and interest on which is guaranteed by Freddie Mac, representing undivided interests in groups of Mortgage Loans purchased by Freddie Mac.

"Full Accretion Date" means the date on which Convertible Deferred Interest Bonds reach the Accreted Value equal to the value at maturity and on which the accrual of interest subject to periodic payment commences.

"GNMA" means the Government National Mortgage Association, a 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, as amended (12 U.S.C. § 1716 *et seq.*).

"GNMA Certificate" means a certificate purchased by the Trustee, issued by the Servicer and guaranteed by GNMA pursuant to GNMA's GNMA I or GNMA II mortgage-backed securities program under Section 306(g) and other related provisions of the National Housing Act of 1934, as amended, and based on and backed by Mortgage Loans referred to in the GNMA Guaranty Agreement, which certificate shall unconditionally obligate the Servicer to remit monthly to the holder thereof its pro-rata share of (1) principal payments and prepayments made in respect of the pool of Mortgage Loans represented by the GNMA Certificate and (2) interest received in an amount equal to the Pass-Through Rate. GNMA will guarantee to the holder of each GNMA Certificate such holder's pro-rata share of (1) the timely payment of interest at the applicable Pass-Through Rate on the unpaid principal balance of the Mortgage Loans represented by the GNMA Certificate and (2) the timely payment of principal in accordance with the terms of the principal amortization schedule applicable to the Mortgage Loans represented by such GNMA Certificate.

"GNMA Guaranty Agreement" means the one or more Guaranty Agreements between the Servicer and GNMA now or hereafter in effect pursuant to which GNMA has agreed or will agree to guarantee GNMA Certificates.

"General Indenture," as used in this Official Statement (including this Appendix A), has the same meaning as the word "Indenture," as defined in the General Trust Indenture dated May 1, 1995, between the Commission and the Trustee (i.e., the General Trust Indenture dated as of May 1, 1995, as from time to time amended or supplemented in accordance with the terms and provisions thereof).

"Government Obligations" means (1) direct obligations of or obligations fully guaranteed as to timely payment by the United States of America that may include, but are not limited to, United States currency; United States Treasury obligations; Zero Interest SLGS Separate Trading or Registered Interest and Principal of Securities ("STRIPS") and Coupons Under Book-Entry Safekeeping ("CUBES"), provided that the underlying U.S. Treasury obligation is not callable before maturity; certificates of beneficial ownership of the Rural Housing and Community Development Service; participation certificates of the General Services Administration; guaranteed Title IX financings of the U.S. Maritime Administration; guaranteed participation certificates and guaranteed pool certificates of the Small Business Administration; guaranteed mortgage-backed securities and guaranteed participation certificates of the Government National Mortgage Association other than the GNMA Certificates; local authority bonds guaranteed by the U.S. Department of Housing and Urban Development; and guaranteed transit bonds of the Washington Metropolitan Area Transit Authority and (2) interest obligations of the Resolution Funding Corporation ("REFCORP"), including, but not limited to, interest obligations of REFCORP stripped by the Federal Reserve Bank of New York.

"Initial Rate" means the interest rate or rates applicable to a series of Bonds subject to Remarketing from the dated date thereof until such Bonds are Reset, remarketed on a Remarketing Date, or redeemed.

"Insurance Proceeds" means payments received with respect to Mortgage Loans under any insurance policy, guarantee or fidelity bond, including amounts available under any Supplemental Mortgage Coverage, less any expenses incurred in realizing such payments and less any reimbursement of advances due the insurer or provider of such guarantee or bond.

"Interest Commencement Date" means with respect to a Convertible Deferred Interest Bond the first Debt Service Payment Date after the Full Accretion Date.

"Interest Requirement" means, with respect to each Series of Bonds as of any date of calculation, an amount equal to the accrued but unpaid interest of the Bonds of such Series (except Compound Interest Bonds or Convertible Deferred Interest Bonds before the Full Accretion Date), plus with respect to each Enhancement Agreement, any Enhancement Accrual.

"Investment Agreement" means an agreement among the Commission, the Trustee and a financial institution or entity as specified in a Series Indenture or Remarketing Indenture, and all amendments and supplements thereto, providing for the investment of funds subject to the return of principal at the option of the Commission or pursuant to the Commission's obligations under the General Indenture.

"Investment Securities" means Permitted Investments held by the Trustee under the General Indenture other than Certificates or Whole Loans.

"Investment Value" means, as of any date of calculation: (1) with respect to any Investment Securities held in the Bond Reserve Fund, the Amortized Value of such Investment Securities, plus accrued interest; or (2) with respect to any Investment Securities held in any other Fund, the Liquidation Value of such Investment Securities, plus accrued interest.

"Issuance Amount" means, with respect to a Compound Interest Bond or a Convertible Deferred Interest Bond, the principal amount of such Bond as of its date of issuance.

"Liquidation Proceeds" means the net amounts (other than Insurance Proceeds) received in connection with the liquidation of a defaulted Mortgage Loan, whether through foreclosure, trustee's sale, repurchase by a Mortgagee Lender, or otherwise, less any costs and expenses incurred in realizing those amounts.

"Liquidation Value" means, as of any date of calculation:

1. with respect to any Investment Agreement, repurchase agreement, time deposit, or other Investment Security providing for the return of principal at the option of the Commission or pursuant to the Commission's obligations under the General Indenture, the principal amount invested under such Investment Security, plus accrued interest;

2. with respect to any Investment Securities with a maturity date on or before the next Regular Payment Date, the Amortized Value of such Investment Securities, plus accrued interest; and

3. with respect to any other Investment Securities, the lesser of:

a. the average of the bid and asked prices most recently published before the date of determination for each Investment Security the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* or, if not there, in *The New York Times*, or the average bid price as of the date of determination by any two nationally recognized government securities dealers selected by the Trustee for each Investment Security the bid and asked prices of which are not published on a regular basis as set forth above, plus accrued interest; or

b. for each Investment Security currently subject to call at the option of the issuer thereof, the current price at which such Investment Security would be redeemed, plus accrued interest.

"Mandatory Sinking Account Payment" means, as of any date of calculation, with respect to the Term Bonds of any Series and maturity, the principal amount required to be paid on a given date for the redemption before maturity or the purchase of such Term Bonds pursuant to a Series Indenture or Remarketing Indenture. Such amounts may be established as fixed-dollar amounts or by formula.

"Mandatory Special Redemption" means, as of any date of calculation, any redemption of Bonds which the Commission is obligated to undertake at such time pursuant to the terms of a Series Indenture or Remarketing Indenture, which may be based on the satisfaction of conditions specified in such Series Indenture or Remarketing Indenture, but excluding Mandatory Sinking Account Payments.

"Mortgage" means the written instrument securing the related Mortgage Loan and encumbering a Single-Family Residence, which instrument shall include, but not be limited to, the then-effective form required by FHA for FHA-Insured Mortgages, the form required by RUS for the RUS-Guaranteed Mortgages, the form required by VA for VA-Guaranteed Mortgages, the form required by Fannie Mae with respect to Fannie Mae Certificates, the form required by Freddie Mac with respect to Freddie Mac Certificates, the form required by GNMA with respect to GNMA Certificates, as applicable, with appropriate riders.

"Mortgage Lender" means a home mortgage lending institution or entity that has entered into an Origination Agreement.

"Mortgage Loan" means a loan made by a Mortgage Lender to an Eligible Person or Family, evidenced by a Mortgage Note secured by a related Mortgage on a Single-Family Residence located in the state of Washington, and meeting the requirements of the applicable Acquisition and Operating Policy. Mortgage Loans may be securitized by and included in Certificates or acquired by the Trustee as Whole Loans.

"Mortgage Note" means the written note evidencing the indebtedness secured by a mortgage with respect to the financing of a Single-Family Residence.

"Mortgage Value" means, as of any date of calculation, with respect to each Certificate and each Whole Loan, an amount as defined in the Acquisition and Operating Policy (taking into account Supplemental Mortgage Coverage), provided that in no event shall the Mortgage Value of any Certificate or Whole Loan be an amount in excess of its outstanding principal balance.

"Mortgagor" means any person who has a present ownership interest in a Single-Family Residence subject to the related Mortgage and/or executes the Mortgage (but does not include any person who executes only the Mortgage Note as a guarantor or co-signor and who does not have such a present interest or who does not execute the Mortgage Note and although executing the Mortgage, has provided evidence satisfactory to the Mortgage Lender and Servicer that such person will not occupy the Single-Family Residence).

"Origination Agreement" means a Mortgage Origination Agreement or Agreements among the Commission, the Servicer (if applicable) and each Mortgage Lender by which the Mortgage Lender agrees to make Mortgage Loans and to sell and assign such Mortgage Loans.

"Outstanding," when used with reference to Bonds, means, as of any date, Bonds theretofore or then being delivered under the provisions of the General Indenture, except (1) Bonds (or portions of Bonds) for the payment or redemption of which there will be held in trust by the Trustee under the General Indenture (whether at or before maturity or redemption date) (a) money equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date or (b) noncallable Investment Securities of the type described in clause (1) of the definition of "Permitted Investments" in such principal amounts, having such maturities and bearing such interest, as, together with money, if any, shall be sufficient to pay when due the principal amount or Redemption Price, as the case may be, with interest to the date of maturity or redemption date, provided that if such Bonds are to be redeemed, notice of such redemption shall have been given as provided in the

General Indenture; (2) Bonds in lieu of or in substitution for which other Bonds shall have been delivered pursuant to the General Indenture; and (3) Bonds deemed to have been paid as provided in the General Indenture.

"Owner" or any similar term, means the registered owner of any Outstanding Bond or Bonds.

"Pass-Through Rate" means, with respect to a Certificate, the stated rate on such Certificate and, with respect to a Whole Loan, the stated rate on such Whole Loan, less the rate at which Servicing Fees are to be computed under the Servicing Agreement.

"Permitted Investments" means such of the following as are at the time legal investments for fiduciaries under the laws of the State for money held under the General Indenture that is then proposed to be invested therein and which will mature or be subject to redemption by the holder thereof at the option of such holder, not later than the respective dates when the money will be required for the purposes intended:

1. (a) Government Obligations or (b) obligations with the highest long-term rating by the Rating Agency, of any state of the United States of America or any political subdivision of such a state, payment of which is secured by an irrevocable pledge of such Government Obligations;

2. (a) notes, bonds, debentures or other obligations issued by the Student Loan Marketing Association (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), Federal Home Loan Banks, the Tennessee Valley Authority, the Farm Credit System, Freddie Mac (which guarantees full and timely payment of principal and interest), the Resolution Trust Corporation and the Small Business Administration or (b) bonds, debentures or other obligations issued by Fannie Mae, in each case (i) excluding mortgage securities which represent payments of principal only or interest only with respect to the underlying mortgage loans and (ii) with a rating by the Rating Agency at least equal to the Rating Agency's existing Rating on the Bonds, other than Subordinate Bonds;

3. any other obligations of any agency controlled or supervised by and acting as an instrument of the United States pursuant to authority granted by the Congress of the United States, as set forth in a Series Indenture with a rating by the Rating Agency at least equal to the Rating Agency's existing rating on the Bonds, other than Subordinate Bonds;

4. certificates of deposit, time deposits, and bankers acceptances (having maturities of not more than 365 days) of any bank (or, in the case of the principal bank in a bank holding company, debt obligations of the bank holding company) having the following ratings on its unsecured debt obligations:

    a. with respect to securities having a term of one year or less, a short-term rating by the Rating Agency within the highest rating category of the Rating Agency and a rating by the Rating Agency on its long- term unsecured debt obligations;

    b. with respect to securities having a term of more than one year but not more than three years, a short- term rating by the Rating Agency within the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations of at least A2 (or its equivalent); and

    c. with respect to securities having a term of more than three years, a short-term rating by the Rating Agency in the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations of at least Aa2 (or its equivalent).

5. repurchase agreements fully collateralized at 102% by obligations (held by third parties or the Trustee) which are listed in (l) above with institutions having the following ratings:

    a. with respect to agreements having a term of one year or less, a short-term rating by the Rating Agency within the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations;

    b. with respect to agreements having a term of more than one year but not more than three years, a short-term rating by the Rating Agency within the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations of at least A2 (or its equivalent); and

c. with respect to agreements having a term of more than three years, a short-term rating by the Rating Agency in the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations of at least Aa2 (or its equivalent).

6. investment agreements with institutions having the following ratings for its unsecured debt or claims-paying ability:

   a. with respect to agreements having a term of one year or less, a short-term rating by the Rating Agency within the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations or claims-paying ability;

   b. with respect to agreements having a term of more than one year but not more than three years, a short-term rating by the Rating Agency within the highest rating category of the Rating Agency and a rating by the Rating Agency on its long-term unsecured debt obligations or claims-paying ability of at least A2 (or its equivalent); and

   c. with respect to agreements having a term of more than three years, a short-term rating by the rating Agency in the highest rating category of the Rating Agency and a rating by the Rating Agency on its long term unsecured debt obligations or claims paying ability of at least A1 (or its equivalent), or if there is no short term rating by the Rating Agency, then a rating by the Rating Agency on its long term unsecured debt obligations or claims paying ability of at least Aa3 (or its equivalent).

7. direct and general obligations of or obligations guaranteed by any state, municipality or political subdivision or agency of a state or municipality, and certificates of participation in obligations of the state, which obligations may be subject to annual appropriations and are rated by the Rating Agency at least equal to the Rating Agency's existing Rating on the Bonds, other than Subordinate Bonds;

8. bonds, debentures, or other obligations (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) issued by any bank, trust company, national banking association, insurance company, corporation, government or governmental entity (foreign or domestic), provided that such bonds, debentures or other obligations are (a) payable in any coin or currency of the United States of America that at the time of payment will be legal tender for the payment of public and private debts and (b) rated by the Rating Agency at least equal to the Rating Agency's Rating on the Bonds, other that Subordinate Bonds;

9. commercial paper (having original maturities of not more than 365 days) with the highest short-term rating by the Rating Agency;

10. money market funds, bond funds and similar funds that invest their assets exclusively in obligations described in clauses (1) through (9) above and which have been rated by the Rating Agency in the highest rating category assigned by such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise);

11. Federal Housing Administration debentures; and

12. any investments acceptable to the Rating Agency which does not impact the then-applicable rating on the Bonds.

The definition of "Permitted Investments" may be amended and additional obligations included by a Supplemental Indenture upon the filing of a Rating Confirmation with the Trustee. For purposes of this definition, "institution" means an individual, partnership, corporation, trust or unincorporated organization, or a government or agency, instrumentality, program, account, fund, political subdivision or corporation of a government.

"Principal Payment" means, with respect to a Series of Bonds on any Debt Service Payment Date, the amount of principal and Accretion due and payable on the Bonds of such Series on such date, whether due at maturity or payable pursuant to a Mandatory Sinking Account Payment.

"Principal Receipts" means any payment by a mortgagor or any other recovery of principal on a Mortgage Loan, including scheduled and unscheduled installments of principal on the Mortgage Loan whether paid to the Trustee directly or through payments on or in disposition of a Certificate. Principal Receipts includes, without limitation, the portion of any Insurance Proceeds (to the extent not applied to the repair or restoration of any mortgaged premises), Liquidation Proceeds, amounts from the sale or other disposition of a Mortgage Loan (whether in the format of a

Whole Loan or Certificate) or net recovery from Supplemental Mortgage Coverage to the extent not included in Insurance Proceeds, in each case representing such principal amounts.

"Principal Requirement" means, with respect to each Series of Bonds as of any date of calculation, an amount equal to: (1) the accrued portion of the Principal Payment coming due on or before the next succeeding Regular Payment Date. For such purposes, daily accrual of principal shall be computed on a straight-line basis over the period between scheduled payments of principal on the Series; or (2) the Redemption Price of any Bonds for which notice of Redemption has been issued (other than by operation of Mandatory Sinking Account Payments), but which have not been retired.

"Program" means the Commission's program of financing Mortgage Loans pursuant to the General Indenture and the Origination Agreements.

"Proportionate Basis" means when used with respect to the redemption of Bonds, that the funds available for payment of the Redemption Price, before rounding, shall be applied so that the percentage of the Bond Value of each maturity to be redeemed (in relation to the amount of Bonds of such maturity Outstanding immediately before such redemption) shall equal the same percentage for every maturity. The amount so determined for each maturity may be rounded up or down, at the discretion of the Commission, to an amount representing an integral multiple of the denomination of the Bonds of such maturity. For the purposes of the foregoing, Term Bonds shall be deemed to mature on the dates and in the amounts of then-current Mandatory Sinking Account Payments.

"Purchase Price" means, with respect to a Certificate or Whole Loan, the amount to be paid by the Trustee for its purchase expressed as a percentage of the outstanding principal amount of such Certificate or Whole Loan as set forth in the applicable Acquisition and Operating Policy, excluding any accrued interest on such Certificate or Whole Loan to the date of purchase.

"RUS" means the Rural Utilities Service of the U.S. Department of Agriculture, or any successor to its functions.

"RUS-Guaranteed" means guaranteed as to the payment of principal and interest by RUS.

"Rating" means the rating designation assigned to the Bonds by a Rating Agency.

"Rating Agency" means a nationally recognized securities rating agency then maintaining a rating on the Bonds at the request of the Commission.

"Rating Confirmation" means the formal written confirmation by the Rating Agency that the proposed action, including the issuance or Remarketing of Bonds, will not reduce the Rating on the Outstanding Bonds (excluding Subordinate Bonds).

"Rebate Requirement" means, as of any particular date of calculation with respect to a Series of Bonds, the amount required to be on deposit in the Rebate Fund as required by the Acquisition and Operating Policy, but which amount shall in no event be less than an amount sufficient to provide for the Payment of any Rebate Amount as specified by a Rebate Analyst.

"Record Date" means the 15th day of the calendar month next preceding any Debt Service Payment Date or, in the case of any proposed redemption of Bonds, the day preceding the date of the mailing of the notice of such redemption.

"Redemption Date" means a date on which Bonds are to be redeemed at or before their maturity.

"Redemption Price" means, with respect to any Bond, the principal amount or Accreted Value thereof, plus the applicable premium, if any, payable upon redemption thereof pursuant to the General Indenture.

"Regular Payment Date" means June 1 and December 1 of each year.

"Remarketed Bonds" means the Bonds that have been subject to a Remarketing.

"Remarketed Rate" means the annual interest rates (or, with respect to Compound Interest Bonds and Convertible Deferred Interest Bonds, the yields) in effect on the Remarketed Bonds of a Series from and after a Remarketing Date.

"Remarketing" means the remarketing or refunding of all or a portion of a Series of Bonds to establish an interest rate on Mortgage Loans.

“Remarketing Agent” means an agent designated by the Commission and any successor thereto as shall be designated by the Commission authorized to remarket a Series of Bonds on behalf of the Commission.

“Remarketing Agreement” means an agreement among the Remarketing Agent, the Trustee and the Commission, providing for a Remarketing of all or a portion of a Series of Bonds to establish the interest rate on Mortgage Loans.

“Remarketing Date” means the date on which a Remarketing occurs.

“Remarketing Indenture” means a supplement to a Series Indenture providing for the Remarketing of all or a portion of a Series of Bonds.

“Reservation Fund” means the Fund so designated and established pursuant to the General Indenture.

“Reserve Requirement” means, as of any particular date of calculation, an amount equal to the sum of all amounts established as Series Reserve Requirements in the Series Indentures and/or Remarketing Indentures for all Series of Bonds Outstanding (other than Subordinate Bonds).

“Reset” means, before a Remarketing, the adjustment of the interest rate with respect to a Series of Bonds that have not been remarketed to a Reset Rate for a Reset Period.

“Reset Date” means the date established for a Reset in a Series Indenture.

“Reset Period” means the period from and including a Reset Date to but not including the date on which the Bonds are Remarketed or redeemed or the interest rate is further Reset.

“Reset Rate” means the rate for each Series of Bonds during a Reset Period with respect to Bonds of such Series that have not been remarketed.

“Revenues” means all income, revenues, proceeds and other amounts received by or payable to the Trustee from or in connection with the Certificates or Whole Loans (including without limitation Principal Receipts and interest) all amounts received by or payable to the Trustee under the Origination Agreement or Servicing Agreements, and any and all interest, profits or other income derived from the investment of amounts in any fund established pursuant to the General Indenture, but does not include any amount retained by a Servicer as a Servicing Fee or other compensation or amounts to be paid to the United States Government, or interest on amounts in the Cost of Issuance Fund, Expense Fund, Commission Fund, Rebate Fund or a Series Acquisition Account excluded pursuant to a Series Indenture as set forth in the General Indenture.

“Serial Bonds” means the Bonds maturing on consecutive Debt Service Payment Dates, as set forth in a Series Indenture or Remarketing Indenture, that are not Term Bonds subject to Mandatory Sinking Account Payments.

“Series” means one or more series of Bonds issued under the General Indenture, or remarketed into the General Indenture, pursuant to a Series Indenture.

“Series Indenture” means a Supplemental Indenture authorizing the issuance of a Series of Bonds.

“Series Reserve Requirement” means an amount established by a Series Indenture or Remarketing Indenture as a component of the Reserve Requirement while Bonds of the Series are Outstanding.

“Servicer” means a lending institution who has entered into a Servicing Agreement with the Commission or its successors.

“Servicing Acquisition Fee” means the fee to be paid by a Servicer pursuant to a Servicing Agreement and the applicable Acquisition and Operating Policy.

“Servicing Agreement” means a Program Administration and Servicing Agreement entered into among the Commission, the Trustee and a Servicer.

“Servicing Fee” means the amount payable to a servicer for servicing a Mortgage Loan.

“Single-Family Residence” means a residence meeting the requirements of the Code and the Commission.

“Stated Maturity” means, when used with respect to any Bond, the date specified in such Bond as the fixed date on which the principal or Accreted Value of such Bond is due and payable.

"Subordinate Bonds" means Bonds payable on a basis as set forth in the related Series Indenture or Remarketing Indenture with a claim to payment subordinate to the claim of Bonds that are not Subordinate Bonds.

"Supplemental Indenture" means any indenture, including a Series Indenture or Remarketing Indenture, hereafter duly authorized under and in compliance with the Act and entered into between the Commission and the Trustee, supplementing, modifying or amending the General Indenture, but only if and to the extent that such Supplemental Indenture is specifically authorized thereunder.

"Supplemental Mortgage Coverage" means the coverage, if any, whether in the form of insurance, Cash Equivalent or additional pledged funds, of losses from Mortgage Loan defaults provided in a Series Indenture or Remarketing Indenture that may supplement other mortgage insurance. Supplemental Mortgage Coverage may include any insurance, or reserve fund funded by the Commission.

"Supporting Cash Flows" means, a set of cash flow projections attached to a Cash Flow Certificate prepared by a Cash Flow Consultant which demonstrate, under each of the scenarios included, that (1) projected Revenues will be sufficient to provide for timely payments of interest, Accretion, and principal on the Bonds (other than Subordinate Bonds), Enhancement Payments, and Expenses, and (2) projected Asset Parity will always be equal to or greater than 100%. Supporting Cash Flows shall include each scenario included in the immediately prior Supporting Cash Flows except as may be required by the Rating Agency in connection with a Rating Confirmation. The Supporting Cash Flows shall include a certification describing the action to be taken and reaching the conclusions set forth above. Supporting Cash Flows shall (1) take into account the financial position of the Trust Estate as of the stated starting date of the projection, (2) reflect all the significant transactions that have occurred in the period commencing with such starting date and ending with a date no more than ninety (90) days prior to the date of such projections, (3) be consistent with the General Indenture, the Series Indentures and the Remarketing Indentures and (4) assume compliance with the Acquisition and Operating Policy.

"Targeted Area" means specific areas within the state of Washington designated and approved as provided in the Code.

"Tender Agent" means the Trustee.

"Tender Price" means the amount payable upon the tender of a Bond equal to the principal amount thereof and accrued interest to a Mandatory Tender Date.

"Term Bonds" means Bonds maturing on the dates set forth in a Series Indenture or a Remarketing Indenture payable at or before their specified maturity date from Mandatory Sinking Account Payments.

"Trustee" means Norwest Bank Minnesota, National Association, appointed pursuant to the General Indenture to act as trustee thereunder, its successor or successors, and any other bank or trust company at any time substituted in its place pursuant to the General Indenture.

"Trust Estate" means the property, rights, money, security and other amounts pledged and assigned to the Trustee pursuant to the General Indenture.

"Underwriter" means the purchaser or placement agent with respect to a particular series of Bonds.

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

"VA-Guaranteed" means guaranteed as to the payment of principal and interest.

"Whole Loans" means Mortgage Loans or participations therein, purchased or to be purchased by the Trustee which are neither securitized nor to be securitized into a Certificate.

Creation of Funds and Accounts

The General Indenture creates a number of funds and accounts to be held by the Trustee, and the General Indenture authorizes the Trustee to create accounts and/or subaccounts within any fund. The following summarizes the funds and accounts to be used with respect to the Bonds.

Cost of Issuance Fund

The Trustee will deposit in the **Cost of Issuance Fund** (1) on each Bond Issuance Date the amount set forth in a Series Indenture and (2) on a Reset Date and on a Remarketing Date, the amount set forth in a Remarketing

Indenture. Money deposited in the Cost of Issuance Fund will be used to pay Costs of Issuance, including costs of establishing a Reset Rate and Remarketing, upon receipt by the Trustee of a requisition of the Commission stating the person to whom payment is to be made, the amount to be paid, the purpose for which the obligation was incurred and that such payment is a proper charge against that Fund. If the Commission determines that money on deposit in the Cost of Issuance Fund is no longer necessary to pay Costs of Issuance, then at the request of the Commission the Trustee will pay the remaining amounts (including investment earnings thereon) to the Commission.

Acquisition Fund and Accounts Therein

1. For each Series of Bonds, the Trustee will establish a **Series Acquisition Account** within the **Acquisition Fund**. Amounts received upon the sale or made available upon the Remarketing or refunding of a Series of Bonds or other bonds remarketed or refunded into the General Indenture will be deposited into the Series Targeted Area Subaccount, the Series Non-Targeted Area Subaccount and the Series Special Acquisition Subaccount established in the related Series Acquisition Account in the amounts, if any, provided in the applicable Series Indenture or Remarketing Indenture.

2. Amounts may be deposited in the Series Recycling Subaccount and the Series Special Acquisition Subaccount from the related Series Revenue Account as described below under the subheadings "Series Restricted Principal Receipts Subaccount" and "Series Unrestricted Principal Receipts Subaccount," but only if allowed under then-current Acquisition and Operating Policy.

3. Commitment Fees, Servicing Acquisition Fees, Extension Fees or similar Revenues to be received in connection with acquisition of Certificates or Whole Loans shall be deposited to the Acquisition Fund or the Revenue Fund in accordance with the applicable Acquisition and Operating Policy.

4. Amounts in each Series Acquisition Account will be applied by the Trustee to finance the acquisition of Whole Loans or Certificates, including participations in such Whole Loans or Certificates or for transfer to the corresponding Series General Receipts Subaccount, in accordance with the Acquisition and Operating Policy applicable to that Series of Bonds.

5. The Trustee will transfer unexpended amounts in each Series Acquisition Account to the corresponding Series Redemption Subaccount in accordance with the Acquisition and Operating Policy applicable to that Series of Bonds.

6. The Trustee will transfer amounts in each Series Acquisition Account to the corresponding Series Debt Service Account to the extent necessary to cure a deficiency in the Series Debt Service Account on a Debt Service Payment Date.

7. The Trustee will transfer amounts in each Series Acquisition Account established with respect to Bonds refunded by refunding Bonds to the Series Acquisition Account for the refunding Bonds, if so directed by the Series Indenture with respect to the refunding Bonds.

8. Before the acquisition of Certificates or Whole Loans, amounts in each Series Acquisition Account will be invested in accordance with the provision of the applicable Series Indenture or Remarketing Indenture. Unless otherwise specified in a Series Indenture or Remarketing Indenture, earnings from such investment shall be considered as Revenues and deposited in accordance with the General Indenture.

Revenue Fund

1. For each Series of Bonds, the Trustee will establish a **Series Revenue Account** within the Revenue Fund and therein a **Series Restricted Principal Receipts Subaccount**, a **Series Unrestricted Principal Receipts Subaccount**, a **Series Taxable Principal Receipts Subaccount** and a **Series General Receipts Subaccount**. All Revenues with respect to Certificates, Whole Loans, or Investment Securities held in the Funds, Accounts, or Subaccounts established for a Series shall be deemed to "correspond" to that Series. To the extent such Revenues are allocable to the subaccounts of multiple Series of Bonds, the Revenues will be deemed to correspond to each Series on the basis of the principal amounts then allocated to such Series, unless otherwise specified in the Acquisition and Operating Policy. The General Indenture prioritizes the various types of deposits into the Revenue Fund and transfers from the Revenue Fund. The Trustee will undertake to make each type of specified deposit or transfer with respect to every Series (in the order specified in the Acquisition and Operating Policy) prior to undertaking the next specified type of deposit or transfer with respect to any other Series.

2. All Revenues (other than Commitment Fees, Servicing Acquisition Fees, Extension Fees and other similar Revenues, which may be deposited to the Acquisition Fund) received by the Trustee shall be deposited on the date of receipt to the Subaccount of the Revenue Fund to which those Revenues are allocated.

a. Prior to the deposit of Revenues representing receipts on Certificates or Whole Loans, the Trustee will determine, based on information provided by a Certificate paying agent, or the Servicer, and instructions set forth in the Acquisition and Operating Policy, (1) the one or more Series to which such Revenues correspond, (2) the portion of such Revenues that are Principal Receipts, (3) the portions of such Principal Receipts that are allocable to the Series Restricted Principal Receipts Subaccount, (4) the portion of such Principal Receipts which are allocable to the Series Unrestricted Principal Receipts Subaccount, (5) the portion of such Principal Receipts which are allocable to the Series Taxable Principal Receipts Subaccount, and (6) where such Certificates or Whole Loans are held in part in a Series Special Acquisition Subaccount, the portion of the Revenues other than Principal Receipts which are allocable to that subaccount. With respect to each Series, the Trustee will deposit the amounts determined in (3), (4) and (5) to the Series Restricted Principal Receipts Subaccount, Series Unrestricted Principal Receipts Subaccount and Series Taxable Receipts Subaccount, respectively, and will deposit the balance of the Revenues to the Series General Receipts Subaccount.

b. Before depositing Revenues representing receipts on Investment Securities, the Trustee will determine, based on the subaccount in which such Investment Security is held and instructions set forth in the Acquisition and Operating Policy, (1) the Series to which such Revenues correspond, and (2) the portion of such Revenues which are allocable to the Rebate Fund. With respect to each Series, the Trustee shall deposit the amount determined in (2) to the Rebate Fund, and the balance of the Revenues to the Series General Receipts Subaccount.

3. **Series Restricted Principal Receipts Subaccount**. On or before each Debt Service Payment Date for the Bonds, the Trustee will transfer all amounts in the Series Restricted Principal Receipts Subaccount to the credit of accounts and subaccounts in the following priority:

a. to the corresponding Series Redemption Subaccount, an amount sufficient to bring the amount on deposit therein to the Principal Requirement as of such Debt Service Payment Date of the Bonds of such Series (other than Subordinate Bonds);

b. to the corresponding Series Redemption Subaccount, an amount sufficient to pay the principal of Bonds of such Series (other than Subordinate Bonds) that are required to be redeemed pursuant to special mandatory redemption requirements set forth in the Series Indenture or Remarketing Indenture;

c. to *any* Series Acquisition Account, *any* Series Restricted Principal Receipt Subaccount and *any* Series Bond Reserve Account the amount sufficient to repay any previous withdrawals therefrom which were required to pay principal of the Bonds but only if the Trustee receives an opinion of nationally-recognized bond counsel that such use will not adversely affect the exemption from gross income of interest on the Bonds (other than taxable bonds) for purposes of federal income taxation;

d. to the corresponding Series Subordinate Bond Account an amount sufficient to pay the regularly scheduled principal (including Mandatory Sinking Account Payments) on such Debt Service Payment Date of such Subordinate Bonds (but only upon receipt of an Asset Parity Determination); and

e. to the corresponding Series Redemption Subaccount to pay the Redemption Price of other Bonds of the Series and to redeem Bonds from that Series in accordance with the Acquisition and Operating Policy.

Any amounts remaining in a Series Restricted Principal Receipts Subaccount after such transfers shall remain in such Series Restricted Principal Receipts Subaccount.

4. **Series Unrestricted Principal Receipts Subaccount**. On or before each Debt Service Payment Date for the Bonds, after application of the Series Restricted Principal Receipts, the Trustee will transfer all amounts in each Series Unrestricted Principal Receipts Subaccount to the credit of accounts and subaccounts in the following priority:

a. to the corresponding Series Redemption Subaccount and Series Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to bring the amounts on deposit therein to the Principal Requirement as of such Debt Service Payment Date of the Bonds of the Series (other than Subordinate Bonds);

b. to the corresponding Series Redemption Subaccount and Series Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to pay the principal of Bonds of such Series (other than Subordinate Bonds) that are required to be redeemed pursuant to a Mandatory Special Redemption;

c. to *any* other Series Redemption Subaccount and Series Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to cure any deficiencies therein related to current Principal Payments of Bonds (other than Subordinate Bonds) on such Debt Service Payment Date;

d. to *any* Series Acquisition Account to repay any previous withdrawals that were required to pay principal of the Series Bonds;

e. to *any* Series Restricted Principal Receipts Subaccount to repay any previous withdrawals that were required to pay principal of the Series Bonds;

f. to *any* Bond Reserve Account an amount sufficient to cause the total amount on deposit in that account, including Cash Equivalents, to equal the Reserve Requirement allocable thereto; and

g. to the corresponding Series Recycling Subaccount or Series Special Acquisition Subaccount, *any* Series General Receipts Subaccount, *any* Subordinate Bond Account (but only upon receipt of an Asset Parity Determination) or *any* Series Redemption Account and Series Principal Subaccount, such amounts as are determined in accordance with the Acquisition and Operating Policy.

Any amounts remaining in a Series Unrestricted Principal Receipts Subaccount after such transfers shall remain in such Series Unrestricted Principal Receipts Subaccount.

5. **Series Taxable Principal Receipts Subaccount**. On or prior to each Debt Service Payment Date for the Bonds, after application of the Series Restricted Principal Receipts and Series Unrestricted Principal Receipts, the Trustee will transfer all amounts in each Series Taxable Principal Receipts Subaccount to the credit of accounts and subaccounts in the following priority:

a. to the corresponding Series Redemption Subaccount and Series Principal Subaccount, the amounts sufficient to bring the amounts on deposit therein to the Principal Requirement as of such Debt Service Payment Date of the Bonds of such Series (other than Subordinate Bonds);

b. to the corresponding Series Redemption Subaccount and Series Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to pay the principal of Bonds of such Series (other than Subordinate Bonds) that are required to be redeemed pursuant to a Mandatory Special Redemption;

c. to *any* other Series Redemption Subaccount and Series Principal Subaccount, the amounts sufficient, together with amounts on deposit therein, to cure any deficiencies therein related to the current Principal Payments of Bonds (other than Subordinate Bonds) on such Debt Service Date;

d. to *any* Series Acquisition Account to repay any previous withdrawals which were required to pay principal of the Series Bonds;

e. to *any* Series Restricted Principal Receipts Subaccount to repay any previous withdrawals which were required to pay principal of the Series Bonds;

f. to *any* Series Unrestricted Principal Receipts Subaccount to repay any previous withdrawals which were required to pay principal of the Series Bonds;

g. to *any* Bond Reserve Account, an amount sufficient to cause the total amount on deposit in that account, including Cash Equivalents, to equal the Reserve Requirement allocable thereto; and

h. to the corresponding Series Recycling Subaccount or Series Special Acquisition Subaccount, *any* Series General Receipts Subaccount, *any* Subordinate Bond Account (but only upon receipt of an Asset Parity Determination) or *any* Series Redemption Account or Series Principal Account, such amounts are determined in accordance with the Acquisition and Operating Policy.

Any amounts remaining in a Series Taxable Principal Receipts Subaccount after such transfers shall remain in such Series Taxable Principal Receipts Subaccount.

6. **Series General Receipts Subaccount**. On or before each Debt Service Payment Date for the Bonds, the Trustee will transfer amounts in each Series General Receipts Subaccount to the credit of accounts and subaccounts in the following priority:

a. to the corresponding Series Interest Subaccount, an amount sufficient to bring the amount on deposit therein to the Interest Requirement due and payable on that Debt Service Payment Date on such Series of Bonds;

b. to *any* other Series Interest Subaccount (other than with respect to Subordinate Bonds), to the extent there are inadequate amounts on deposit to meet the Interest Requirement for such other Series of Bonds;

c. to the corresponding Series Expense Account, an amount not exceeding the Expense Limitation in accordance with the Acquisition and Operating Policy;

d. to *any* Series Acquisition Account, the amount necessary to repay any previous withdrawals which were required to pay interest on the Series Bonds;

e. to *any* Series Unrestricted Principal Receipts Subaccount and Series Taxable Principal Receipts Subaccount, the amount necessary to repay any previous withdrawals that were required to pay interest on the Series Bonds;

f. to the corresponding Series Bond Reserve Account, an amount sufficient to cause the total amount on deposit in that account, including Cash Equivalents, to equal the Reserve Requirement allocable thereto;

g. to *any* other Series Bond Reserve Account, an amount sufficient to cause the total amount on deposit in that Account, including Cash Equivalents, to equal the Reserve Requirement allocable thereto;

h. to the corresponding Series Recycling Subaccount, corresponding Series Special Acquisition Subaccount, *any* Series Interest Reserve Account, *any* Subordinate Bond Account (but only upon receipt of an Asset Parity Determination) or the Commission Fund (but only upon receipt of an Asset Parity Determination), such amounts as may be specified in the Acquisition and Operating Policy; and

i. to any Series Redemption Subaccount and Series Principal Subaccount, an amount to pay on such Debt Service Payment Date the principal of Bonds as specified in the Acquisition and Operating Policy or a Commission Request.

Any amounts remaining the Series General Receipts Subaccount after such transfers shall remain in such Subaccount.

7. In accordance with the Acquisition and Operating Policy, the Trustee, at any time and without regard to a Debt Service Payment Date, will apply amounts in a **Series General Receipts Subaccount**:

a. to pay the accrued interest portion of the cost of acquiring any Whole Loan or Certificate;

b. to make required deposits to the corresponding Series Rebate Account;

c. to pay the accrued interest in connection with the redemption of Bonds; or

d. to transfer to the corresponding Expense Account amounts pay Expenses (up to the applicable Expense Limitation) that are due and payable before the next succeeding Debt Service Payment Date, in accordance with the Acquisition and Operating Policy.

Debt Service Fund

1. For each Series of Bonds, the Trustee will establish a **Series Debt Service Account** within the **Debt Service Fund** and therein a **Series Interest Subaccount**, a **Series Principal Subaccount** and a **Series Redemption Subaccount**.

2. On each Debt Service Payment Date, the Trustee will (i) withdraw from each Series Interest Subaccount amounts to pay interest on the Series of Bonds (other than Subordinate Bonds) and amounts due under any Enhancement Agreement, and (ii) withdraw from each Series Principal Subaccount amounts for the Principal Payment on the Series of Bonds (other than Subordinate Bonds).

3. On each redemption date, the Trustee will withdraw from each Series Redemption Subaccount and Series Principal Subaccount amounts to pay the Redemption Price of the Series of Bonds.

4. Except as otherwise provided in a Series Indenture, the Trustee may at any time apply money expected to be available in a Series Redemption Subaccount as of the Purchase Date for the purchase or redemption of Bonds as follows:

a. The Trustee, upon Commission Request in accordance with the Acquisition and Operating Policy or accompanied by a Cash Flow Certificate, will attempt to purchase, Bonds or portions of Bonds then Outstanding, whether or not such Bonds or portions of Bonds shall then be subject to redemption, at a price not to exceed the Redemption Price (plus accrued interest, if any, to the date of redemption) which would be payable on the next redemption date to the Owners of such Bonds if such Bonds or portions of Bonds should be called for redemption. The interest accrued on such Bonds to the date of settlement will be paid from the Series Interest Subaccount or a Series General Receipts Subaccount, (or, after redemption notice for such Bonds has been given, from money set aside in the Series Redemption Subaccount or other account established for the redemption of such Bonds).

b. The Trustee, upon Commission Request in accordance with the Acquisition and Operating Policy or accompanied by a Cash Flow Certificate, will call Bonds of a Series for redemption, on the earliest practicable date on which those Bonds are subject to redemption, from money in the Series Redemption Subaccount. The interest on such Bonds upon redemption will be payable from the Series Interest Subaccount or the Series General Receipts Subaccount.

5. Amounts on deposit in the Debt Service Fund to the credit of any Subordinate Bond accounts pursuant to the General Indenture will be applied as provided in the Series Indenture authorizing those Subordinate Bonds.

Investment earnings allocable to each Series Debt Service Account will be deposited into the corresponding Series General Receipts Subaccount upon receipt.

Interest Reserve Fund

The General Indenture creates an Interest Reserve Fund and directs the Trustee to establish a **Series Interest Reserve Account** therein for each Series of Bonds. The Trustee will deposit amounts in the Series Interest Reserve Account if so directed in the applicable Series Indenture, or the Acquisition and Operating Policy. The Trustee will transfer money held in the Series Interest Reserve Account to the Interest Subaccount in accordance with the Series Indenture, Remarketing Indenture and Acquisition and Operating Policy to provide for negative arbitrage, payment lags and similar predictable shortfalls in Revenues to meet interest payments when due. Investment earnings allocable to each Series Interest Reserve Account will be deposited into the corresponding Series General Receipts Subaccount upon receipt.

Bond Reserve Fund

The General Indenture creates a Bond Reserve Fund and directs the Trustee to establish a **Series Bond Reserve Account** therein for each Series of Bonds. The Commission will deposit amounts in the Series Bond Reserve Account, if so provided in the Series Indenture or Remarketing Indenture. A Series Indenture may provide that the Reserve Requirement with respect to the applicable Series of Bonds may be funded in whole or in part through Cash Equivalents. The Trustee will transfer money held in the Series Bond Reserve Account in the event of a shortfall of funds required to make payments of principal of and interest on the Bonds (other than Subordinate Bonds). Amounts held in a Series Bond Reserve Account that are in excess of the Reserve Requirement, taking into account any Cash Equivalents in the Reserve Fund, will be transferred to the Series Unrestricted Principal Receipts Subaccount and Series Taxable Principal Receipts Subaccount in accordance with the most recent Acquisition and Operating Policy.

Investment earnings allowable to each Series Bond Reserve Account will be deposited into the corresponding Series General Receipts Subaccount upon receipt.

Expense Fund

The General Indenture creates an Expense Fund and directs the Trustee to establish a **Series Expense Account** therein for each Series of Bonds. The Trustee will deposit from the Series General Receipts Subaccount pursuant to the General Indenture into the Series Expense Account amounts to provide for the payment of Expenses up to the Expense Limitation specified in the current Acquisition and Operating Policy. The Trustee shall use amounts in each Series Expense Account for payment of Expenses.

Reservation Fund

The General Indenture creates a Reservation Fund and directs the Trustee to establish a **Series Reservation Account** therein for each Series of Bonds that is subject to Remarketing. Amounts specified in a Series Indenture which are received upon the sale of a Series of Bonds will be deposited into the Series Reservation Account. Money deposited in that Fund will be invested in accordance with the Series Indenture and the applicable Acquisition and Operating Policy. Interest earnings on the Series Reservation Account will be retained in such Series Reservation Account.

In the event of a Remarketing, the Trustee will transfer all or a portion of the amounts in the Series Reservation Account to the Series Acquisition Account in accordance with the Remarketing Indenture. In the event of a Mandatory Special Redemption or a redemption at the direction of the Commission of Bonds subject to Remarketing, the Trustee will transfer from the Series Reservation Account to the Series Redemption Subaccount the amounts, if any, necessary for such redemption. In the event of a failed Remarketing, the Trustee will transfer from the Series Reservation Account to the Tender Agent an amount sufficient to provide for payment of the Tender Price upon receiving: (a) a Commission Request; (b) an opinion of nationally-recognized bond counsel to the effect that the proposed action will not adversely affect the exemption from gross income of interest on the Bonds for purposes of federal income taxation; and (c) a Cash Flow Certificate.

Rebate Fund

The General Indenture creates a Rebate Fund and directs the Trustee to establish a **Series Rebate Account** therein for each Series of Bonds. Money deposited and held in the Rebate Fund, including investment earnings thereon, if any, are not subject to the pledge of the General Indenture and will not be held for the benefit of the Bondowners. Money in the Rebate Fund will be disbursed by the Trustee periodically to the United States of America or to a Series General Receipts Subaccount, at the Commission’s request.

Commission Fund

The General Indenture creates a Commission Fund. Upon receipt of a Commission Request and an Asset Parity Determination, the Trustee will transfer amounts from a Series General Receipts Subaccount to the Commission Fund. Such amounts may either be remitted to the Commission or remain deposited in the Commission Fund. The Commission may deposit other money into the Commission Fund at any time. The Commission may withdraw amounts in the Commission Fund at any time free and clear of the pledge and lien of the General Indenture. Alternatively, the Commission can apply amounts in the Commission Fund at any time for purposes of the General Indenture. Earnings from investments of amounts in the Commission Fund will be retained in the Commission Fund.

Deficiencies in Series Debt Service Accounts

Deficiency of Interest If amounts in a Series Interest Subaccount are insufficient on any Debt Service Payment Date to pay the interest on the respective Series Bonds due and unpaid on such date or to make any payment due under an Enhancement Agreement, the Trustee will withdraw amounts from the following funds, accounts and subaccounts in the following order or priority to the extent necessary to eliminate such deficiency:

1. the Series General Receipts Subaccount;
2. the Series Interest Reserve Account;
3. any other Series General Receipts Subaccount in accordance with the Acquisition and Operating Policy;
4. the Series Bond Reserve Account;
5. the Series Acquisition Account and the Series Reservation Account; and
6. other funds, accounts and subaccounts (including Acquisition Accounts, Unrestricted Principal Receipts Subaccounts, Taxable Principal Receipts Subaccounts, Restricted Principal Receipts Subaccounts (with an opinion of Bond Counsel) and Bond Reserve Accounts) in accordance with the Acquisition and Operating Policy.

Principal Deficiency. If amounts in a Series Redemption Subaccount or Series Principal Subaccount are insufficient on any Debt Service Payment Debt to pay the principal of the respective Series Bonds (but not Subordinate Bonds) or Redemption Price due and unpaid on such date, whether at the Stated Maturity or by the retirement of such Bonds in satisfaction of the Mandatory Sinking Account Payments, the Trustee will withdraw amounts from the following funds, accounts and subaccounts in the following order or priority to the extent necessary to eliminate such deficiency:

1. the Series Restricted Principal Receipts Subaccount;
2. the Series Unrestricted Principal Receipts Subaccount;
3. the Series Taxable Principal Receipts Subaccount;
4. the Series Bond Reserve Account;
5. the Series General Receipts Subaccount;
6. the Series Interest Reserve Account;
7. the Series Acquisition Account and the Series Reservation Account; and
8. other funds, accounts and subaccounts (including Acquisition Accounts, Series Unrestricted Principal Receipts Subaccounts, Taxable Principal Receipts Subaccount, Restricted Principal Receipts Subaccounts (with an opinion of Bond Counsel and Bond Reserve Accounts) in accordance with the Acquisition and Operating Policy.

No amounts being held to pay the Redemption Price of Bonds called for redemption or purchase may be used to make up a deficiency to the extent that such amounts have been set aside for the payment of Bonds which have been identified for purchase or called for redemption, and no amounts on deposit in any Series Acquisition Account will be used for such purpose to the extent that the Commission is contractually obligated to finance or originate identified Mortgage Loans acceptable for financing or acquire Certificates backed by such identified Mortgage Loans or Whole Loans with amounts on deposit in such Series Acquisition Account.

Disposition of Fund Balances upon Retirement of Bonds

When all Bonds of a Series are fully retired, the Trustee will transfer any remaining amounts in the corresponding Series Accounts and Subaccounts to any Fund, Account or Subaccount that the Commission specifies.

Investment of Funds

Money in all funds and accounts established under the General Indenture will be invested in Investment Securities. Money in all funds and accounts (other than money in the Cost of Issuance Fund and the Commission Fund) will be invested in Investment Securities paying interest and maturing (or redeemable at par) not later than the dates on which it is estimated that such money will be required by the Trustee. Investments in all funds and accounts may be commingled for purposes of making investments, and all gains or losses shall be allocated pro rata.

All interest and other profit derived from such investments (unless otherwise provided in the section of the General Indenture creating the respective fund) will be deposited when received in the applicable Series Revenue Account. Investment Securities acquired as an investment of money in any fund or account established under the General Indenture will be credited to that fund or account. For the purpose of determining the amount in any fund or account, the amount of any obligation allocable to that fund or account shall mean the Investment Value of the relevant Investment Security.

The Trustee

The Trustee may at any time resign and be discharged from the duties and obligations created by the General Indenture by giving not less than 60 days' written notice to the Commission specifying the date when such resignation is expected to take effect, and such resignation will only take effect upon the day specified in such notice unless previously a successor shall have been appointed, in which event such resignation shall take effect immediately on the appointment of such successor. Such resignation shall not be effective until a successor Trustee is appointed and has accepted its appointment.

The Trustee shall be removed by the Commission following an event of default if so requested by an instrument or concurrent instruments in writing, filed with the Trustee and the Commission, and signed by the Owners of a majority in Bond Value of Bonds then Outstanding. In addition, the Commission may remove the Trustee at any time, except during the existence of an Event of Default under the General Indenture, in the sole discretion of the Commission by filing with the Trustee an instrument signed by an Authorized Officer of the Commission.

In case at any time the Trustee resigns or is removed or becomes incapable of acting, or is adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee or of its property is appointed, or if any public officer takes charge or control of the Trustee or of its property or affairs, the Commission will notify the Owners and appoint a successor Trustee. The Commission will cause the new Trustee to mail notice of any such appointment to the Owners at their addresses appearing on the registration books of the Commission, such notice to be given promptly after such appointment.

If within 45 days of the resignation or removal of the Trustee no successor Trustee has been appointed and has accepted appointment, the resigning or removed Trustee or the Owners of a majority in aggregate Bond Value of Bonds then Outstanding may apply to any court of competent jurisdiction to appoint a successor Trustee. That court may thereupon, after such notice, if any, as it may deem proper and prescribe, appoint a successor Trustee.

Any successor Trustee appointed under the General Indenture will be a bank or trust company organized under the laws of the State or a national banking association and having a capital and surplus aggregating at least $50 million, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the General Indenture.

The Trustee will be entitled to payment of its fees in accordance with the General Indenture, but solely from the sources specified in the General Indenture. Upon an event of default caused by a failure of payment of principal of or interest on the Bonds, but only upon such an event of default, the Trustee will then have a lien upon the Trust Estate with right of payment before payment on account of principal of and interest on any Bond for the foregoing fees, charges and expenses incurred by it, but subordinate to the lien required for payment of the Rebate Amount.

The Trustee is required to provide the Commission with certain reports pursuant to the General Indenture. The Trustee will be under no obligation to perform any act that would involve it in expenses or liability or to initiate or defend any suit, or to advance any of its own funds, unless properly indemnified. The Trustee is not liable in connection with the performance of its duties under the General Indenture except for its own negligence or willful default.

Certain Tax Covenants

The Commission has covenanted that it will not permit the use of any proceeds of the Bonds or any other funds of the Commission which would cause the Bonds (other than taxable Bonds) to be “arbitrage bonds” within the meaning of the Code and applicable regulations promulgated thereunder.

The General Indenture further contains a covenant of the Commission to attempt, in good faith, to meet all applicable requirements of the Code, and to establish reasonable procedures in accordance with Sections 148 and 143(g) of the Code.

Acquisition and Operating Policy

Upon the issuance or remarketing of each Series of Bonds, the Commission will develop and deliver to the Trustee an Acquisition and Operating Policy, setting forth the Commission’s instructions to the Trustee with respect to the application of money and assets in a Series Acquisition Account, and Series Reservation Account, and instructions with respect to the following:

1. the security which may be provided for each Mortgage Loan;
2. the purchase price of Whole Loans and of Mortgage Loans securitized into Certificates;
3. the principal and interest payment provisions for Whole Loans and Mortgage Loans securitized into Certificates;
4. the maximum term to maturity and final maturity of Whole Loans and Mortgage Loans securitized into Certificates;
5. the Pass-Through Rate, Purchase Price and final maturity of any Certificates or Whole Loans;
6. the Delivery Period;
7. the nature of the residence to which the Whole Loans and the Mortgage Loans securitized into Certificates relate and limitations on who may be a mortgagor;

8. for Whole Loans required credit standards and other terms of primary mortgage insurance or other credit support, if any, and the levels of coverage and applicable loan to value ratios, if appropriate;

9. required Supplemental Mortgage Coverage, if any;

10. the Servicing Acquisition Fee;

11. Commitment Fees;

12. the period during which Mortgage Loans may be delivered to a Servicer;

13. the amount and duration of any setasides for Targeted Area origination or other limitations with respect to Mortgage Loans;

14. Extension Fees;

15. how Revenues will be deposited and used;

16. how amounts on deposit in the Reserve Fund in excess of the Reserve Requirement will be used;

17. the priority of transfers between accounts and subaccounts consistent with the General Indenture in order to meet deficiencies in the Series Debt Service Accounts;

18. which Bonds will be called in accordance with redemptions;

19. under what circumstances Principal Receipts will be deposited in a Series Acquisition Subaccount;

20. such other information that is essential to a Cash Flow Certificate and which will direct the Trustee with respect to the use of amounts in the Acquisition Fund and Reservation Fund; and

21. such other matters as may be useful in providing guidance to the Trustee in the management of the Trust Estate.

The Acquisition and Operating Policy may be amended only if (1) (a) a Cash Flow Certificate is delivered to the Trustee and the Rating Agency, and (b) an opinion of a nationally-recognized bond counsel is delivered to the Trustee and the Rating Agency to the effect that such amendment will not affect the exemption of interest on the Bonds from the gross income of the Owners for purposes of the Code, or (2) the Trustee receives a certificate of the Commission stating that the then current Cash Flow Certificate under which the General Indenture is operated will not be adversely affected. No Acquisition and Operating Policy may amend the terms and conditions of the General Indenture, the rights of the Owners, or the obligations of the Trustee and Commission except if it qualifies as a "Supplemental Indenture" under the General Indenture. The Acquisition and Operating Policy is available for inspection at the office of the Trustee and Bondowners may obtain a copy of the current policy from the Trustee at the Bondowner's expense.

Supplemental Indentures

Except as provided below, the Commission and the Trustee may, without the consent of or notice to any of the Bondowners, enter into indentures supplemental to the General Indenture, for any one or more of the following purposes:

1. to add additional covenants and agreements of the Commission for the purpose of further securing the payment on the Bonds, provided such additional covenants and agreements are not contrary to or inconsistent with the covenants and agreements of the Commission contained in the General Indenture;

2. to surrender any right, power or privilege reserved to or conferred upon the Commission by the terms of the General Indenture;

3. to confirm as further assurance any pledge under and the subjection to any lien, claim or pledge created or to be created by the provisions of the General Indenture of the Revenues and other money, securities, funds and property pledged in the manner and to the extent provided in the General Indenture;

4. to cure any ambiguity or defect or inconsistent provision in the General Indenture or to insert such provisions clarifying matters or questions arising under the General Indenture as are necessary or desirable so long as any such modifications are not contrary to or inconsistent with the General Indenture as theretofore in effect;

5. to provide a correction to any provision of the General Indenture that will be determined in a Bond Counsel's Opinion to be necessary to preserve the exclusion of interest on the Bonds from gross income pursuant to the Code; however, no such correction will impair in any material manner the rights or remedies of Owners or the security for the Bonds afforded by the General Indenture;

6. to conform to the requirements of the Rating Agency to maintain the rating on the Bonds or to make changes pursuant to the General Indenture;

7. to enter into a Series Indenture;

8. to enter into a Remarketing Indenture upon a Remarketing of some or all of a Series of Bonds under the General Indenture;

9. to modify any of the provisions of the General Indenture in any respect whatever not otherwise described in the General Indenture, provided (a) such modification must apply only to Series of Bonds issued after the effective date of the Supplemental Indenture and may not materially adversely affect the interests of the owners of Bonds of any Series Outstanding on the effective date of the Supplemental Indenture or (b)(i) such modification must be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding and (ii) such Supplemental Indenture must be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange for, or in place of, such Bonds;

10. to modify, amend or supplement the General Indenture or any Supplemental Indenture in such manner as to permit, if presented, the qualification of the General Indenture and any Supplemental Indenture under the Trust Indenture Act of 1939 or any similar federal statute then in effect or any state Blue Sky Law;

11. to add to the definition of "Permitted Investments";

12. to modify, amend or supplement the General Indenture or any Supplemental Indenture in such manner as to permit a trustee (other than the Trustee) with respect to any Subordinate Bonds issued under the General Indenture;

13. to comply with the disclosure requirements of state or federal law; or

14. to make any other change that, in the judgment of the Trustee, does not materially adversely affect the interests of the Bondowners;

The General Indenture also may be modified in other ways by a Supplemental Indenture upon the Trustee's receipt of a Rating Confirmation and approval by (1) the Owners of greater than two-thirds in aggregate Bond Value of Outstanding Bonds; (2) if less than all of the Outstanding Bonds are affected, of the Owners of greater than two-thirds in Bond Value of Bonds so affected then Outstanding; and (3) in case the terms of any Mandatory Sinking Account Requirements are changed, the Owners of greater than two-thirds in Bond Value of the Outstanding Bonds of the particular Series and maturity entitled to such Mandatory Sinking Account Requirements. However, without the consent of all adversely affected Owners, no Supplemental Indenture may (1) change the terms of redemption or of the maturity of the principal of or the interest on any Bond; (2) reduce the Accreted Value of any Bond or the redemption premium or the rate of interest on it; (3) create or grant a pledge, assignment, lien or security interest of the Pledged Property, or any part of it, other than as created or permitted by the General Indenture without the Supplemental Indenture; (4) create a preference or priority of any Bond or Bonds over any other Bond or Bonds, except as may be permitted by the General Indenture; (5) reduce the aggregate Bond Value or classes of the Bonds required for consent to such Supplemental Indenture; or (6) eliminate the requirement that each amendment to the General Indenture requires a Rating Confirmation. If any such modification, supplement or amendment will by its terms not take effect so long as any Bonds of any specified Series and maturity remain Outstanding, the consent of the Owners of those Bonds will not be required and such Bonds will not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds required in connection with an amendment to the General Indenture. A Series will be deemed to be affected by a modification or amendment if it adversely affects or diminishes the rights of the Owners of Bonds of that Series. The Trustee may in its discretion determine whether Bonds of any particular Series and maturity would be affected by any modification, supplement or amendment of the General Indenture or a Supplemental Indenture, and any such determination will be binding and conclusive on the Commission and all Owners.

Notice of proposed adoption of a Supplemental Indenture will be given as described in the General Indenture. If the required number of Owners at the time of its adoption have consented to and approved its adoption, no Owner will have any right to object to the execution of such Supplemental Indenture, to object to any of the terms and provisions contained in it or its operation, in any manner to question the propriety of its adoption, or to enjoin or restrain the Trustee or the Commission from adopting it or from taking any action pursuant to its provisions.

Defaults and Remedies

Definition of "Event of Default". Each of the following events constitutes an "event of default" under the General Indenture:

1. default by the Commission in (i) the due and punctual payment of the principal amount or Accreted Value or Redemption Price of any Bond (other than a Subordinate Bond) when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise, (ii) the redemption from any Mandatory Sinking Account Payment of any Term Bonds (other than a Subordinate Bond) in the amounts at the times provided therefor, or (iii) the due and punctual payment of any installment of interest on any Bond (other than a Subordinate Bond) when and as such interest installment shall become due and payable;

2. default in the performance or observance of any other of the covenants, agreements or conditions on the Commission's part contained in the General Indenture or any Supplemental Indenture, or in the Bonds, and continuance of such default for 90 days after written notice thereof to the Commission by the Trustee or by the Owners of not less than 25% in aggregate Bond Value of the Outstanding Bonds;

3. the State limits or alters the rights of the Commission, as in force on the date of the General Indenture, to fulfill the terms of any agreements made with the Bondowners or in any way impairs the rights and remedies of the Bondowners while any Bonds are Outstanding; provided, however, that such an event of default will not be deemed to exist unless notice of such default is given to the Commission by the Trustee or by the Owners of not less than 25% in aggregate Bond Value of the Outstanding Bonds; or

4. unless otherwise provided in a Series Indenture, default by the Commission in (i) the due and punctual payment of the principal amount and Accreted Value or Redemption Price of any Subordinate Bond when and as the same shall become due and payable, whether at maturity as therein expressed, by proceedings for redemption, by declaration or otherwise, (ii) the redemption from any Mandatory Sinking Account Payment of any Subordinate Bonds which are Term Bonds in the amounts at the times provided therefor, or (iii) the due and punctual payment of any installment of interest on any Subordinate Bond when and as such interest installment shall become due and payable.

The failure to make a payment of principal of or interest on a Subordinate Bond is an "event of default" only with respect to Subordinate Bonds and is not an event of default with respect to other Bonds issued under the General Indenture. In the event of such limited event of default, the Trustee may take actions in accordance with the General Indenture that relate exclusively to the Subordinate Bonds and which do not prejudice the rights of the Owners of other Bonds.

Remedies Upon Default. Upon any event of default described above, the Trustee may proceed, and upon the written request of the Owners of not less than 25% in aggregate Bond Value of Outstanding of Bonds, the Trustee must proceed, in its own name and after receiving indemnity and such security satisfactory to it with respect to any costs and expenses that may be incurred, to protect and enforce its rights and the rights of the Bondowners by such of the following remedies as the Trustee, being advised by counsel, will deem most effective to protect and enforce such rights:

1. by suit, action or proceeding in accordance with the laws of the State, enforce all rights of the Bondowners;

2. by bringing suit upon the relevant Bonds;

3. by action or suit, to require the Commission to act as if it were the trustee of an express trust for the Bondowners;

4. by action or suit, enjoin any acts or things which may be unlawful or in violation of the rights of the Bondowners; and

5. upon notice in writing to the Commission, to declare the principal and Accreted Value of all of the Bonds then Outstanding, and the interest accrued thereon, to be due and payable immediately, and upon any such

declaration the same shall become and shall be immediately due and payable, anything in the General Indenture or in the Bonds contained to the contrary notwithstanding.

Any declaration described in (5) above is subject to the condition that if, at any time after such declaration and before any judgment or decree for the payment of the money due is obtained or entered, the Commission has deposited with the Trustee a sum sufficient to pay the principal amount or Redemption Price of and Accretion and installments of interest on the Bonds payment of which is overdue, with interest on such overdue principal at the rate borne by the respective Bonds, and the reasonable charges and expenses of the Trustee, and any and all other defaults known to the Trustee (other than in the payment of principal amount or Redemption Price of and Accretion and interest on the Bonds due and payable solely by reason of such declaration) have been cured to the satisfaction of the Trustee (or provision deemed by the Trustee to be adequate is made therefor), then, and in every such case, the Owners of not less than a majority in aggregate Bond Value of the Bonds then Outstanding, by written notice to the Commission and to the Trustee, may, on behalf of the Owners of all of the Bonds, rescind and annul such declaration and its consequences and waive such default, but no such rescission and annulment shall extend to or shall affect any subsequent default or shall impair or exhaust any light or power consequent thereon.

However, the Trustee is not required to declare the Bonds due and payable pursuant to clause (5) above unless it receives the written consent of the Owners of not less than 25% in aggregate Bond Value of Outstanding Bonds, and if the default is the result of a nonmonetary default or a State impairment of Commission rights or a default with respect to Subordinate Bonds, the Trustee will not declare the Bonds due and payable pursuant to clause (5) above unless it shall have received the written consent of the Owners of not less than 100% in aggregate Bond Value of Outstanding Bonds (excluding Subordinate Bonds).

In enforcing any remedy under the General Indenture, the Trustee is entitled to sue for, enforce payment on and receive any and all amounts then or during any default becoming and any time remaining due from the Commission for principal, Redemption Price, interest or otherwise, under any provision of the General Indenture or of the Bonds, and unpaid, with interest on overdue payments at the rate or rates of interest payable on the Bonds before maturity, together with any and all costs and expenses of collection and of all proceedings under the General Indenture and under the Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondowners, and to recover and enforce judgment or decree against the Commission (but solely from Revenues) for any portion of such amounts remaining unpaid, with interest, costs and expenses, and to collect from any money available for such purpose, in any manner provided by law, the money adjudged or decreed to be payable.

Priority of Payments After Default. In the event that the funds held by the Trustee shall be insufficient for the payment of interest and principal or Redemption Price then due on the Bonds, such funds (other than funds held for the payment or redemption of particular Bonds which have theretofore become due at maturity or by call for redemption) and any other money received or collected by the Trustee acting pursuant to the General Indenture will be applied to the payments of any expenses necessary in the opinion of the Trustee to protect the interests of the Owners of the Bonds, and for the payment of the charges and expenses and liabilities incurred and advances made by the Trustee in the performance of its duties under the General Indenture, and then shall be applied in the following order:

A. Unless the principal of all of the Bonds shall have become or have been declared due and payable:

First, to the payment of all installments (except interest on overdue principal) of interest on Bonds, other than Subordinate Bonds, then accrued and unpaid in the chronological order in which such installments of interest accrued and, if the amount available is not sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, on Bonds other than Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds, (other than Subordinate Bonds);

Second, to the payment of the unpaid principal and Accretion of any of the Bonds, other than Subordinate Bonds, which have become due and payable (except Bonds other than Subordinate Bonds called for redemption for the payment of which money is held pursuant to the provisions of the General Indenture) in the order of their stated payment dates, with interest on the principal amount of such Bonds, other than Subordinate Bonds, at the respective rates specified in such Bonds from the respective dates upon which such Bonds, other than Subordinate Bonds, became due and payable and, if the amount available is not sufficient to pay in full the principal of the Bonds, other than Subordinate Bonds, by their stated terms due and payable on any particular date together with such interest, then (a) to the payment first of such interest, ratably, according to the amount of such interest due on such date, and (b) to the payment of such principal, ratably, according to the amount of such principal due on such date, of Bonds, other than Subordinate

Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds, (other than Subordinate Bonds);

Third, to the payment of the interest on and the principal and Accretion of the Bonds, other than Subordinate Bonds, to the purchase and retirement of Bonds, other than Subordinate Bonds, and to the redemption of the Bonds (other than Subordinate Bonds);

Fourth, to the payment of interest (except interest on overdue principal) on Subordinate Bonds then accrued and unpaid in the chronological order in which such installments of interest accrued and, if the amount available is not sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, of Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Bonds;

Fifth, to the payment of the unpaid principal of any of the Subordinate Bonds which has become due and payable (except Subordinate Bonds called for redemption for the payment of which money is held pursuant to the provisions of the General Indenture) in the order of their stated payment dates, with interest on the principal amount of such Subordinate Bonds at the respective rates specified in such Subordinate Bonds from the respective dates upon which such Subordinate Bonds became due and payable and, if the amount available is not sufficient to pay in full the principal of the Subordinate Bonds by their stated terms due and payable on any particular date together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date on such Subordinate Bonds, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, of Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Bonds; or

Sixth, to the payment of the interest on and the principal of the Subordinate Bonds, to the purchase and retirement of Subordinate Bonds and to the redemption of Subordinate Bonds.

B. If the principal of all the Bonds has become or has been declared due and payable, all such money will be applied first to the payment of the principal and premium, if any, and interest then accrued and unpaid upon the Bonds that are not Subordinate Bonds, without preference or priority of principal over interest or of interest over principal, or of any daily accrual of interest over any other daily accrual of interest, or of any Bond which is not a Subordinate Bond over any other Bond which is not a Subordinate Bond, ratably, according to the amounts due respectively for principal and interest, without any discrimination or preference except as to the respective rates of interest specified in the Bonds which are not Subordinated Bonds, and second, to the payment of the principal and premium, if any, and interest then accrued and unpaid upon the Subordinate Bonds, without preference or priority of principal over interest or of interest over principal, or of any daily accrual of interest over any other daily accrual of interest, or of any Subordinate Bond over any other Subordinate Bond, ratably, according to the amounts due respectively for principal and interest, without any discrimination or preference except as to the respective rates of interest specified in the Subordinate Bonds.

C. If the principal of all the Bonds has been declared due and payable and if such declaration has been rescinded and annulled, then, subject to the provisions of paragraph B. above, if the principal of all the Bonds later becomes or is declared to be due and payable, the money remaining in and later accruing to the Debt Service Fund, together with any other money held by the Trustee under the General Indenture, will be applied in accordance with the order of priority described in paragraph A. above.

Default Proceedings. If any proceeding taken by the Trustee on account or any event of default is discontinued or abandoned for any reason, then the Commission, the Trustee and the Owners will be restored to their former positions and rights under the General Indenture, and all rights, remedies, powers and duties of the Trustee will continue as though no such proceeding had been taken.

The Owners of the majority in aggregate principal amount and Accreted Value or the Bonds then Outstanding will have the right, by written instruments delivered to the Trustee, to direct the method of conducting all remedial proceedings to be taken by the Trustee under the General Indenture, provided that such direction must not be otherwise than in accordance with law or the General Indenture. The Trustee has the right to decline to follow any such direction which in the opinion of the Trustee would expose it to liability.

No Owner of any Bond will have any right to institute any suit, action or other proceeding under the General Indenture, or for the protection or enforcement of any right under the General Indenture or any right under law, unless: (i) such Owner gives to the Trustee written notice of the event of default or breach of duty on account of which such suit, action, or proceeding is to be taken, (ii) the Owners of not less than 25% in aggregate principal amount and Accreted Value of the Bonds then Outstanding shall have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, shall have accrued, and shall have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted in the General Indenture or under the law or to institute such action, suit or proceeding in its name; and (iii) the Trustee is offered security satisfactory to the Trustee and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee refuses or neglects to comply with such request within a reasonable time. Such notification, request and offer of indemnity are, at the option of the Trustee, conditions precedent to the execution of the powers under the General Indenture or for any other remedy under the General Indenture or law. No Owners of any Bonds will have any right to affect, disturb or prejudice the security of the General Indenture or to enforce any right under the General Indenture or law with respect to the Bonds or the General Indenture, except in the manner summarized herein, and all proceedings shall be instituted and maintained for the benefit of all Owners of the Outstanding Bonds.

Each Owner of any Bond by his acceptance thereof, will be deemed to have agreed that any court in its discretion may require, in any suit for the enforcement of any right or remedy under the General Indenture or any Supplemental Indenture, or in any suit against the Trustee for any action taken or omitted by it as Trustee, the filing by any party litigant in such suit of an undertaking to pay the reasonable costs of such suit and that such court may in its discretion assess reasonable costs, including reasonable attorney fees, against any party litigant in any such suit, having due regard to the merits and good faith of the claims or defenses made by such party litigant, but the provisions of this paragraph shall not apply to any suit instituted by the Trustee, to any suit instituted by any Owner or group of Owners holding at least 25% aggregate Bond Value of the Bonds Outstanding, or to any suit instituted by any Owner for the enforcement of the payment of the principal or Redemption Price of or interest on any Bond on or after the respective due date thereof expressed in such Bond.

Compliance with Secondary Disclosure Requirements of the SEC

Section 12.13 of the General Indenture sets forth the Commission's undertaking (the "Undertaking") for the benefit of owners and beneficial owners of the Bonds required by Securities and Exchange Commission ("SEC") Rule 15c2-12(b)(5) (the "Rule").

Obligated Person Responsibility. Upon the issuance and/or Remarketing of Bonds, the Commission will identify or describe in the applicable Series Indenture each "Obligated Person," if any, within the meaning of the Rule with respect to the Series of Bonds issued or Remarketed thereunder. Each such Obligated Person shall undertake by separate contract with the Commission and the Trustee to provide: (i) Annual Financial Information; and (ii) Audited Financial Statements, if any.

Each Obligated Person must, while any Bonds with respect to which it is an Obligated Person are Outstanding or so long as it is an Obligated Person with respect to such Bonds, provide Annual Financial Information to the Trustee, in its capacity as agent of the Commission and each Obligated Person (the "Disclosure Agent"), on or before August 15 of each year (the "Submission Date"), beginning in 1996. The Disclosure Agent will provide to the Commission and to the MSRB such Annual Financial Information on or before September 1 of each year (the "Report Date") or, if such Annual Financial Information is not received by the Disclosure Agent by the Submission Date, then within five Business Days of its receipt by the Disclosure Agent. The Obligated Person must include with each submission of Annual Financial Information to the Disclosure Agent a written representation addressed to the Disclosure Agent to the effect that the Annual Financial Information is the Annual Financial Information required by its contractual obligations to the Commission and the Trustee and that such Annual Financial Information complies with the applicable requirements of its contractual obligations to the Commission and the Trustee. The Obligated Person may adjust the Submission Date and the Report Date if the Obligated Person or the Commission changes its fiscal year by providing written notice of the change of fiscal year and the new Submission Date and Report Date to the Disclosure Agent, the Commission and the MSRB; provided, that (i) the new Report Date must be no later than two months after the end of the new fiscal year, (ii) the new Submission Date must be 15 days prior to the Report Date, and (iii) the period between the final Report Date relating to the former fiscal year and the initial Report Date relating to the new fiscal year must not exceed one year in duration. It will be sufficient if the Obligated Person provides to the Disclosure Agent and the Commission, and the Disclosure Agent provides to the MSRB the Annual Financial Information by specific reference to documents available to the public on the MSRB's internet web site or filed with the SEC.

If not provided as part of the Annual Financial Information, the Obligated Person must provide its Audited Financial Statements to the Disclosure Agent, when and if available and the Disclosure Agent will then promptly provide the Commission and the MSRB with such Audited Financial Statements.

Commission Responsibility. For Bonds issued after July 1, 2009, that are sold in a primary offering that is subject to the Rule (unless otherwise specified in the applicable Series Indenture or Remarketing Indenture), the Commission will provide (i) its Audited Financial Statements which include information regarding funds held under the General Indenture and (ii) financial information and operating data regarding the Program, on an annual basis, of the type included in the final official statement for such Bonds and identified with language in substantially the form of: "The following [table][paragraph] will be updated annually pursuant to the Commission's continuing disclosure undertaking." Such financial information will be unaudited and will be provided to the Disclosure Agent. The Disclosure Agent will then promptly provide the MSRB with such Audited Financial Statements and such financial information. Such Audited Financial Statements and financial information will be provided to the Trustee before the expiration of seven months after the Commission's fiscal year. The Commission may adjust such fiscal year by providing written notice of the change of fiscal year to the MSRB. In lieu of providing such Audited Financial Statements and annual financial information the Commission may cross-reference to other documents by specific reference to documents available to the public on the MSRB's internet web site or filed with the SEC.

The undertaking described in this paragraph is solely for the benefit of the Owners or Beneficial Owners of Bonds issued before December 1, 2010. If the Commission identifies an occurrence that, if material, would be a Material Event while any Bonds are Outstanding, the Commission will provide a Material Event Notice to the Disclosure Agent in a timely manner and the Disclosure Agent will promptly provide such Material Event Notice to the MSRB.

The undertaking described in this paragraph is solely for the benefit of the Owners or Beneficial Owners of Bonds issued on and after December 1, 2010. If the Commission identifies an occurrence that, if material, would be a Material Event while any Bonds are Outstanding, the Commission immediately will provide a Material Event Notice to the Disclosure Agent, and the Disclosure Agent, will provide to the MSRB, in no case later than ten Business Days after the occurrence of the Material Event, such Material Event Notice.

Trustee Responsibility. The Disclosure Agent will promptly advise the Commission whenever, in the course of performing its duties as Trustee, under the General Indenture, the Trustee, as the Trustee, identifies an occurrence which, if material, would be a Material Event and, unless the Commission determines within a reasonable period of time after discussion with the Trustee that such occurrence is not material, then the Trustee will promptly, in no case later than ten Business Days after the occurrence of the Material Event with respect to Bonds issued after December 1, 2010, provide a Material Event Notice to the MSRB. The failure of the Disclosure Agent to advise the Commission or the MSRB will not constitute a default on the Bonds or a breach by the Trustee, as the Trustee, of any of its duties and responsibilities under the General Indenture.

The Disclosure Agent will, without further direction or instruction from any Obligated Person or the Commission, provide in a timely manner to the MSRB notice of any failure while any Bonds are Outstanding by the Disclosure Agent to provide to the MSRB Annual Financial Information, financial information or Audited Financial Statements required to be provided on or before the Report Date (whether caused by failure of the Obligated Person or the Commission to provide such information to the Disclosure Agent by the Submission Date or for any other reason). For the purposes of determining whether information received from the Obligated Person is Annual Financial Information, the Disclosure Agent will be entitled conclusively to rely on the Obligated Person's written representations.

If an Obligated Person or the Commission provides to the Disclosure Agent information relating to the Obligated Person or the Bonds, which information is not designated as a Material Event Notice, and directs the Disclosure Agent to provide such information to information repositories, the Disclosure Agent will provide such information in a timely manner to the Commission (if provided by an Obligated Person) and the MSRB.

The Disclosure Agent will determine by reference to a Series Indenture if an entity is an Obligated Person and will notify each Obligated Person no later than 30 days prior to a Submission Date of its obligation to provide information in accordance with the Undertaking under its separate contract with the Commission and the Trustee, if such submission has not yet been made. Failure of the Disclosure Agent to provide such notice will not waive any obligations of an Obligated Person.

Format of filings with MSRB. All filings with the MSRB made pursuant to the Undertaking shall be made in an electronic format, as prescribed by the MSRB from time to time, and shall be accompanied by such identifying information as may be prescribed by the MSRB from time to time.

Definitions for Purposes of Undertaking. The following are the definitions of the capitalized terms used in the Undertaking and not otherwise defined in the General Indenture.

"Annual Financial Information" means the financial information (which will be based on financial statements prepared in accordance with generally accepted accounting principles ("GAAP")), or operating data with respect to the Obligated Person, provided at least annually, of the type included in the final official statement with respect to the Bonds and specified in a Series Indenture, which Annual Financial Information may, but is not required to, include Audited Financial Statements.

"Audited Financial Statements" means annual financial statements, prepared substantially in accordance with GAAP, which financial statements will have been audited by a firm of independent certified public accountants.

"Beneficial Owner" means the beneficial owner of Bonds held in fully immobilized form.

"Material Event" means: (A) any of the following events, if material, with respect to the Bonds issued or Remarketed on or after November 1, 1995 and prior to December 1, 2010: (i) Principal and interest payment delinquencies; (ii) Non-payment related defaults; (iii) Unscheduled draws on debt service reserves reflecting financial difficulties; (iv) Unscheduled draws on credit enhancements reflecting financial difficulties; (v) Substitution of credit or liquidity providers, or their failure to perform; (vi) Adverse tax opinions or events affecting the tax-exempt status of the Bonds; (vii) Modifications to rights of Bondowners; (viii) Bond calls; (ix) Defeasances; (x) Release, substitution, or sale of property securing repayment of the Bonds; and (xi) Rating changes; and (B) any of the following events with respect to the Bonds issued or Remarketed after December 1, 2010: (i) Principal and interest payment delinquencies; (ii) Non-payment related defaults, if material; (iii) Unscheduled draws on debt service reserves reflecting financial difficulties; (iv) Unscheduled draws on credit enhancements reflecting financial difficulties; (v) Substitution of credit or liquidity providers, or their failure to perform; (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notice of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the security or other material or events affecting the tax status of the Bonds; (vii) Modifications to rights of Bondowners, if material; (viii) Bond calls, if material, and tender offers; (ix) Defeasances; (x) Release, substitution, or sale of property securing repayment of the Bonds, if material; (xi) Rating changes; (xii) Bankruptcy, insolvency, receivership or similar event of the Obligated Person; (xiii) 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, if material; and (xiv) Appointment of a successor or additional trustee or the change of a name of a trustee, if material. The Disclosure Agent will presume that the occurrence of any of the events in items B (ii), (vi), (vii), (x) (xiii) and (xiv) are material, unless the Commission informs the Disclosure Agent that such event is not material.

"Material Event Notice" means written or electronic notice of a Material Event.

"MSRB" means the Municipal Securities Rulemaking Board.

Termination of Undertaking. The continuing obligation of the Commission or an Obligated Person to provide Annual Financial Information, financial information and Audited Financial Statements to the Disclosure Agent pursuant to the Undertaking will terminate immediately once the Bonds (with respect to which the Obligated Person has been designated) are no longer Outstanding or the respective obligations of the Obligated Party or the Commission are otherwise terminated. The Undertaking, or any provision thereof, will be null and void in the event that an Obligated Person or the Commission delivers to the Disclosure Agent (with a copy to the Commission if submitted on behalf of an Obligated Person) an opinion of nationally recognized bond counsel to the effect that those portions of the Rule which require certain Obligated Persons or the Commission to undertake responsibilities under the Undertaking, or any such provisions, are invalid, have been repealed retroactively or otherwise do not apply to the Bonds; provided, that the Disclosure Agent will have provided notice of such delivery and the cancellation of the Undertaking to the MSRB.

Amendment of Undertaking. The Commission, as it deems necessary and with written notice to each Obligated Person, or, at the request of an Obligated Person, may amend the Undertaking, and any provision of the undertaking may be waived, provided that the following conditions are satisfied:

(i) If the amendment or waiver relates to the provisions of summarized above under the subheadings "*Obligated Person Responsibility*" or "*Commission Responsibility*," it may only be made in connection with a change in circumstances that arises from a change in legal requirements, or change in law, interpretation of law by the SEC, or change in the identity, nature or status of an Obligated Person or the Commission with respect to the Bonds, or the type of business conducted or in connection with Bonds that have not been issued or remarketed as of the date the amendment or waiver takes effect;

(ii) The Undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

(iii) The amendment or waiver either (i) is approved by the Owners of the Bonds in the same manner as provided in the General Indenture for amendments to the General Indenture with the consent of Owners, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Owners or Beneficial Owners of the Bonds.

In the event of any amendment or waiver of a provision of the Undertaking, an Obligated Person or the Commission, as applicable, will describe such amendment in the next Annual Financial Information or Audited Financial Statement, and will include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by the Obligated Person or the Commission. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change will be given in the same manner as for a Material Event, and (ii) the Annual Financial Information for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Agency Described. For purposes of the Undertaking, the Trustee will act as agent of the Commission and the Obligated Person and not in its capacity as Trustee. As Disclosure Agent, the Trustee is not obligated to independently investigate the accuracy of certificates received by it in its capacity as Trustee.

Failure to Comply with Undertaking. The Disclosure Agent covenants to comply with and carry out all of the provisions of the Undertaking. Notwithstanding any other provision of the General Indenture, failure of the Obligated Person, the Commission or the Disclosure Agent to comply with the Undertaking will not be considered an Event of Default; however, the Disclosure Agent may (and, at the request of the Owners or Beneficial Owners of at least 25% in aggregate principal amount of the Bonds Outstanding, will) or any Bondowner may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Obligated Person, the Commission or the Disclosure Agent to comply with its obligations under the Undertaking.

APPENDIX B:
GNMA, FANNIE MAE AND FREDDIE MAC PROGRAMS

GNMA and the GNMA Certificates

The summary and explanation of the Government National Mortgage Association ("GNMA" or "Ginnie Mae"), GNMA's mortgage-backed securities program and the other documents referred to herein do not purport to be complete. Reference is made to the *Ginnie Mae Mortgage-Backed Securities Guide* (HUD Handbook 5500.3) (the "GNMA Guide") and to said documents for full and complete statements of their provisions. At the time of printing this Official Statement, the GNMA Guide and general information regarding GNMA can be accessed at *http://www.ginniemae.gov*. The Commission makes no representation regarding the content, accuracy or availability of the GNMA Guide or any information provided at such web site. Such web site is not part of this Official Statement. Further, the procedures and fees described below and in the GNMA Guide are those currently in effect and are subject to change at any time by GNMA.

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. GNMA's powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C. § 1716 *et seq*.).

GNMA is authorized by Section 306(g) of the National Housing Act to guarantee the timely payment of the principal of and interest on securities ("GNMA Certificates") that represent undivided ownership interests in pools of mortgage loans that are: (i) insured by the Federal Housing Administration ("FHA") under the National Housing Act of 1934, as amended; (ii) guaranteed by the Department of Veterans Affairs under the Servicemen's Readjustment Act of 1944, as amended; (iii) guaranteed by the Rural Housing Service ("RHS") of the U.S. Department of Agriculture pursuant to Section 502 of Title V of the Housing Act of 1949, as amended; or (iv) guaranteed by the Secretary of HUD under Section 184 of the Housing and Community Development Act of 1992, as amended and administered by the Office of Public and Indian Housing ("PIH"). The GNMA Certificates are issued by approved servicers and not by GNMA. GNMA guarantees the timely payment of principal of and interest on the GNMA Certificates.

Section 306(g) of the National Housing Act 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 December 12, 1969, of an Assistant Attorney General of the United States, states that such guaranties under Section 306(g) of mortgage-backed securities (which are set forth in "GNMA Guaranty Agreements") are authorized to be made by GNMA and "would constitute general obligations of the United States backed by its full faith and credit."

In its corporate capacity under Section 306(d) of Title III of the Housing Act, GNMA may issue its general obligations to the United States Treasury Department (the "Treasury") 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 obligations 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 GNMA's guaranty. GNMA has covenanted to borrow from the United States Treasury any amounts necessary to enable GNMA to honor its guaranty of the GNMA Certificates.

GNMA administers two guarantee programs—the "Ginnie Mae I MBS Program" and the "Ginnie Mae II MBS Program." The principal differences between the two programs relate to the interest rate structure of the mortgages backing the GNMA Certificates and the means by which principal and interest payments are made. These differences are not expected to affect adversely the availability of Revenues to pay principal of and interest on the Bonds. While the Commission may permit Mortgage Lenders to issue GNMA Certificates under either GNMA program, proceeds of the Bonds are expected to be used to purchase GNMA Certificates under the Ginnie Mae I MBS Program.

To issue GNMA Certificates, the Servicer must apply for and receive GNMA's commitment to guarantee mortgage-backed securities ("commitment authority"). The Servicer is obligated to pay GNMA commitment fees. GNMA's commitment authority permits the Servicer to issue GNMA Certificates up to an approved dollar amount. Commitment authority expires in one year for single-family pools.

Each GNMA Certificate is to be backed by a separate mortgage pool consisting of qualified mortgages in a minimum aggregate amount of $25,000. Under the Ginnie Mae I MBS Program, the Servicer will be required to pay to the Trustee, as the holder of the GNMA Certificates issued by the Servicer, the regular monthly installments of principal and interest on the Mortgage Loans that back those GNMA Certificates (less the Servicer's servicing fee, which includes a GNMA guaranty fee). Under the Ginnie Mae II MBS Program, the Servicer will be required to pay such amounts to the Paying and Transfer Agent for the Ginnie Mae II MBS Program (the "CPTA"), and the CPTA will be required to pay to the Trustee, as the holder of the GNMA Certificate, the regular monthly installments of principal and interest on the Mortgage Loans backing such GNMA Certificate.

Payment of interest and principal on each GNMA Certificate is required to be made in monthly installments by the 15th day of each month under the Ginnie Mae I MBS Program and by the 20th day of each month under the Ginnie Mae II MBS Program, commencing the month following the date of issue of the GNMA Certificate. In addition, each payment is required to include prepayments on Mortgage Loans underlying the GNMA Certificate that were received during the preceding calendar month.

Mortgage Loans underlying a particular GNMA Certificate issued pursuant to the Ginnie Mae I MBS Program must have the same annual interest rate. The annual Pass-Through Rate on each GNMA Certificate under the Ginnie Mae I MBS Program is 0.5% less than the annual interest rate on the Mortgage Loans included in the Mortgage pool backing that GNMA Certificate. Each Mortgage Loan in a Ginnie Mae II pool issued on or after July 1, 2003, must have a fixed interest rate that is at least 0.25% (but not more than 0.75%) higher than the interest rate on the related GNMA Certificate.

The Servicer is required to pay a monthly guaranty fee to GNMA for each GNMA Certificate for which the Servicer is the issuer of record. GNMA's monthly guaranty fee is computed based on the aggregate principal balance of the guaranteed securities outstanding at the beginning of the monthly reporting period. The monthly rate used to compute the fee is 0.06% (which may be reduced under GNMA's Targeted Lending Initiative) divided by 12.

Under the GNMA program, the Servicer is responsible for servicing each pooled Mortgage Loans and is entitled to a servicing fee for each such loan. The servicing fee is based on and payable only from the interest portion of each monthly installment of principal and interest actually collected by the Servicer on the Mortgage Loan. The fee is equal to the difference between the interest rate on the Mortgage Loan and the interest rate on the GNMA Certificate for which it serves as collateral, computed on the same principal amount and for the same period as the interest portion of the installment. With respect to Ginnie Mae II MBS pools issued on and after July 1, 2003, the Servicer must ensure that the minimum servicing fee is at least 0.19% (which fee may be increased under GNMA's Targeted Lending Initiative).

It is expected that interest and principal payments on the Mortgage Loans received by the Servicer will be the source of payments on the GNMA Certificates. If those payments are less than what is due, the Servicer will be 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 Servicer to pay an amount equal to the scheduled payment (whether or not made by the Mortgagors).

If the Servicer defaults on its obligations as an issuer of the GNMA Certificates (including loan servicing and certificate payment obligations), GNMA has the right to extinguish the Servicer's interest in the Mortgage Loans underlying such GNMA Certificates, in which case such Mortgage Loans will become the absolute property of GNMA (subject only to the unsatisfied rights of the Trustee, as holder of the GNMA Certificates).

Fannie Mae and the Fannie Mae Certificates

See "INTRODUCTION—Federal Housing Finance Agency Actions" for information regarding the conservatorship of Fannie Mae.

The summary and explanation of the Federal National Mortgage Association ("FNMA" or "Fannie Mae"), Fannie Mae's mortgage-backed securities program and the other documents referred to herein do not purport to be complete. Reference is made to said documents for full and complete statements of their provisions. Said documents and the MBS Program are subject to change at any time by Fannie Mae. At the time of printing this Official Statement, general information regarding Fannie Mae (including, but not limited to, its financial condition and the status of its conservatorship) can be accessed at *http://www.fanniemae.com*. The Commission makes no representations regarding the content or accuracy of the information provided at such web site, and such web site is not part of this Official Statement.

On March 31, 2003, Fannie Mae registered its common stock with the Securities and Exchange Commission ("SEC"). As a result of this action, Fannie Mae is required to file periodic financial disclosures with the SEC under the Securities Exchange Act of 1934, 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 web site (*http://www.sec.gov*) that contains reports, proxy statements and other information that Fannie Mae has filed with the SEC. The Commission makes no representations regarding the content, accuracy or availability of any such reports or information filed by Fannie Mae with the SEC, any information provided at the SEC's web site, or how long Fannie Mae will continue to file reports with the SEC. The SEC's web site is not part of this Official Statement.

Fannie Mae is a federally-chartered, private stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act (the "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. It was transformed into a stockholder-owned, privately managed corporation in 1968. The Secretary of HUD exercises general regulatory power over Fannie Mae.

Fannie Mae operates in the secondary mortgage market by purchasing mortgages and mortgage-related securities, including Fannie Mae mortgage-related securities, from primary market institutions, such as commercial banks, savings and loan associations, mortgage companies, securities dealers and other investors. Fannie Mae provides additional liquidity in the secondary mortgage market by issuing and guaranteeing mortgage-related securities. Fannie Mae also offers fee-based services to its customers, such as issuing and administering a variety of mortgage-related securities, providing credit enhancements and offering technology products to aid in originating and underwriting mortgage loans.

Fannie Mae operates various mortgage-backed securities programs pursuant to which Fannie Mae issues securities backed by pools of mortgage loans. The Fannie Mae Certificates described in this Official Statement represent beneficial ownership interests in pools of Mortgage Loans held in trust by Fannie Mae for the benefit of the Trustee, as holder of the Fannie Mae Certificates. The Fannie Mae Certificates are issued by Fannie Mae pursuant to a trust indenture and supplements thereto (generally for certificates issued before June 1, 2007) or a trust agreement and supplements thereto (generally for certificates issued since June 1, 2007).

Information regarding the Fannie Mae Certificates is contained in a prospectus (each, a "Single-Family MBS Prospectus") and a prospectus supplement. Each Single-Family MBS Prospectus contains general information about pools issued during its effective period including, but not limited to, the nature of the guaranty, yield considerations, and the mortgage purchase programs. Each prospectus supplement includes information about the pooled Mortgage Loans backing a particular issue of Fannie Mae Certificates and about the certificates themselves. Copies of Single-Family MBS Prospectuses and prospectus supplements are available at Fannie Mae's offices located at 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016. At the time of printing this Official Statement, these documents can be accessed at *http:\\www.fanniemae.com*. The Commission makes no representation regarding the content, accuracy or availability of any such prospectus or supplement thereto, or any information provided at such web site. Fannie Mae's web site is not part of this Official Statement.

Payments on a Fannie Mae Certificate are required to be made to the Trustee 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 generally is required to distribute to the Trustee an amount equal to the total of (1) the principal due on the Mortgage Loans in the related pool underlying such Fannie Mae Certificate during the period beginning on the second day of the month before the month of such distribution and ending on the first day of such month of distribution (each, a "due period"), (2) the stated principal balance of any Mortgage Loan that was prepaid in full during the month preceding the month of such distribution (including as prepaid for this purpose any Mortgage Loans repurchased by Fannie Mae because of Fannie Mae's election to repurchase the Mortgage Loan after it is delinquent, in whole or in part, with respect to four consecutive monthly installments (or eight consecutive bi-weekly installments) of principal and interest or because of Fannie Mae's election to repurchase such Mortgage Loan under certain other circumstances as permitted by Fannie Mae's trust indenture or trust agreement), (3) the amount of any partial prepayment of a Mortgage Loan received in the month preceding the month of distribution, and (4) one month's interest, at the fixed pass-through rate, on the principal balance of the Fannie Mae Certificate immediately prior to the distribution date.

Fannie Mae guarantees to holders of the Fannie Mae Certificates, on each distribution date, an amount equal to the borrowers' scheduled principal payments for the related due period, whether or not received, plus an amount equal to one month's interest on the Fannie Mae Certificates at the fixed pass-through rate stated in the prospectus supplement for such certificates. In addition, Fannie Mae guarantees the full and final payment of the unpaid principal balance of the Fannie Mae Certificates on the distribution date in the month of the maturity date specified in the prospectus supplement for the Fannie Mae Certificates. Fannie Mae's guaranty covers any interest shortfalls on the Fannie Mae Certificates arising from reductions in the interest rate of a Mortgage Loan due to application of the Soldiers' and Sailors' Civil Relief Act of 1940, as amended, and similar state laws.

Neither the Fannie Mae Certificates nor payments of principal and interest thereon are guaranteed by the United States government. The Fannie Mae Certificates do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae. Fannie Mae alone is responsible for making payments on its guaranty.

If Fannie Mae was unable to perform its guaranty obligations, the Trustee would receive only the payments that borrowers actually made and any other recoveries on the Mortgage Loans in the pool from sources such as insurance, condemnation and foreclosure proceeds. If that were to happen, delinquencies and defaults on the Mortgage Loans would directly affect the amount of principal and interest that the Trustee would receive each month.

Fannie Mae establishes eligibility criteria and policies for the mortgage loans it purchases, for the sellers from whom it purchases loans, and for the servicers who service Fannie Mae's mortgage loans. Fannie Mae's eligibility criteria and policies are set forth in Fannie Mae's Selling and Servicing Guides (the "Fannie Mae Guides") and updates and amendments to such guides. Fannie Mae amends its Fannie Mae Guides and its eligibility criteria and policies from time to time.

The Charter Act requires that Fannie Mae establish maximum original principal balance dollar limitations for the conventional loans that it purchases. These limitations (referred to as conforming loan limits) typically are adjusted annually. For loans delivered during 2013, Fannie Mae's conforming loan limit for conventional loans secured by first liens on single-unit residences in Washington State is $417,000 in all counties other than San Juan (in which the limit is $483,000) and King, Pierce and Snohomish (in each of which the limit is $506,000). Fannie Mae's conforming loan limit for mortgage loans secured by subordinate liens on single-unit residences is 50% of the amount for first lien loans. In addition, the aggregate original principal balance of all the mortgage loans owned by Fannie Mae that are secured by the same residence cannot exceed the amount of the first lien conforming loan limit.

The maximum loan-to-value ratio for FHA-insured and VA-guaranteed mortgage loans Fannie Mae purchases is the maximum established by the FHA or VA for the particular program under which the mortgage was insured or guaranteed. The maximum loan-to-value ratio for HUD guaranteed "Section 184" mortgage loans and RHS guaranteed mortgage loans Fannie Mae purchases is 100%. The Charter Act requires that Fannie Mae obtain credit enhancement whenever it purchases a conventional mortgage loan secured by a single-family residence with a loan-to-value ratio over 80%. The credit enhancement may take several forms, including mortgage insurance issued by an insurer acceptable to Fannie Mae covering the amount in excess of 80%, repurchase arrangements with the seller of the mortgage loans, and seller-retained participation interests. Fannie Mae may impose credit enhancement requirements that are more restrictive than those of the Charter Act.

Fannie Mae is responsible for servicing and administering the mortgage loans it purchases. Fannie Mae may contract with other entities to perform those functions under Fannie Mae's supervision and on Fannie Mae's behalf. The entity with whom Fannie Mae contracts may be the seller that sold the loans to Fannie Mae. Duties generally performed by the servicer include general loan servicing responsibilities, collection and remittance of payments on the mortgage loans, administration of mortgage escrow accounts, collection of insurance claims and foreclosure, if necessary. Fannie Mae remains responsible to certificateholders for all the servicing and administrative functions related to the mortgage loans, even if it hires a servicer. Servicers are required to meet the eligibility standards and performance obligations in the Fannie Mae Guides. Fannie Mae may remove any servicer at any time Fannie Mae considers its removal to be in the certificateholders' best interest.

The Alabama Housing Finance Authority, doing business as ServiSolutions ("ServiSolutions"), expects to enter into a Fixed Rate Mortgage Pool Purchase Contract with Fannie Mae relating to pools of Mortgage Loans with respect to the Commission's 2013 lending programs. This contract will provide for certain additions, deletions and changes to the Fannie Mae Guides relating to the pooling of Mortgage Loans for purposes of issuing Fannie Mae Certificates. The Commission expects that future pool purchase contracts between Fannie Mae and ServiSolutions will be entered with respect to the Commission's Program. However, there can be no assurance that a Fannie Mae Pool Contract can be successfully negotiated and no representation is made about the amount, if any, of Fannie Mae Certificates which will secure the Bonds.

Freddie Mac and the Freddie Mac Certificates

See "INTRODUCTION—Federal Housing Finance Agency Actions" for information regarding the conservatorship of Freddie Mac.

The following summary of the Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac"), the Freddie Mac Guarantor Program, the Freddie Mac Certificates and Freddie Mac's mortgage purchase and servicing standards does not purport to be complete and is qualified in its entirety by reference to Freddie Mac's current

Mortgage Participation Certificates Offering Circular, any applicable Offering Circular and Pool Supplements, Freddie Mac's current Mortgage Participation Certificates Agreement, as amended, Freddie Mac's Information Statement, any Information Statement Supplements and any other documents made available by Freddie Mac. Copies of these documents can be obtained from Freddie Mac at 8200 Jones Branch Drive, McLean, Virginia 22102. At the time of printing this Official Statement, the documents mentioned above and general information regarding Freddie Mac (including, but not limited to, its financial condition and the status of its conservatorship) can be accessed at *http://www.freddiemac.com*. However, the Commission makes no representation regarding the content, accuracy or availability of any such document or any information provided at such web site. Such web site is not part of this Official Statement.

On July 18, 2008, Freddie Mac voluntary registered its common stock with the SEC, thereby subjecting Freddie Mac to reporting requirements applicable to registered securities. In addition, pursuant to the Senior Preferred Stock Purchase Agreement between the Treasury and Freddie Mac, Freddie Mac is required to provide the Treasury with annual reports on Form 10-K, quarterly reports on Form 10-Q, and current reports on Form 8-K. See "INTRODUCTION—Federal Housing Finance Agency Actions" for information regarding Senior Preferred Stock Purchase Agreement. 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 web site (*http://www.sec.gov*) that contains reports, proxy statements and other information that Freddie Mac has filed with the SEC. The Commission makes no representations regarding the content, accuracy or availability of any such reports or information filed by Freddie Mac with the SEC, any information provided at on the SEC's web site, or how long Freddie Mac will continue to file reports with the SEC. The SEC's web site is not part of this Official Statement.

Freddie Mac is a shareholder-owned, government-sponsored enterprise chartered 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. §§ 1451-1459) (the "Freddie Mac Act").

Freddie Mac purchases and guarantees a variety of single-family mortgages. Most of these mortgages are conventional mortgages that are not guaranteed or insured by the United States or any of its agencies or instrumentalities. However, Freddie Mac purchases some mortgages that are fully insured by the Federal Housing Administration ("FHA") or guaranteed, in part, by the Department of Veterans Affairs ("VA") (collectively, "FHA/VA mortgages"). Freddie Mac operates a program in which purchases and pools single-family mortgages for the purpose of issuing mortgage participation certificates (including any Freddie Mac Certificates that may be purchased by the Trustee). These mortgage participation certificates represent beneficial ownership interests in pools of mortgages that Freddie Mac has purchased.

Freddie Mac is required to pay principal to the holders of its fixed-rate mortgage participation certificates on the 15th of each month (or, if the 15th is not a business day, the next business day), beginning in the month after the certificate is issued (each, a "Payment Date"). The principal balance of the mortgage pool underlying the certificate may differ from the aggregate principal balance of the underlying mortgages due to delays or errors in processing mortgage information, such as a servicer's failure to file an accurate or timely report of its collections of principal or its having filed a report that cannot be processed. Freddie Mac is required to account for any differences as soon as practicable.

The aggregate principal payment in any month on a fixed-rate mortgage participation certificate reflects: (i) the scheduled principal payments due on the mortgages in the related mortgage pool for the monthly reporting period ending in the current month; (ii) prepayments on the related mortgages as reported by servicers for the monthly reporting period ending in the previous month; and (iii) any adjustments necessary to reconcile the principal balance of the mortgage pool with the aggregate balance of the related mortgages reported to Freddie Mac by servicers. Freddie Mac is required to calculate the scheduled principal due on the related mortgages based upon the actual principal balance, interest rate and remaining term to maturity of each mortgage in the mortgage pool. Its calculation of scheduled principal may not reflect actual payments on the mortgages.

Interest will accrue on each Freddie Mac during the calendar month preceding the month of the Payment Date at the interest rate specified for the mortgage participation certificate. The interest rate is set at the time of issuance and does not change. Interest accrues on the principal amount of a certificate as determined by its "pool factor" for the month preceding the month of the Payment Date.

Freddie Mac guarantees to each holder of each mortgage participation certificate (i) the timely payment of interest at the applicable interest rate for the certificate; (ii) the timely payment of scheduled principal on the underlying mortgages; and (iii) the full and final payment of principal on the underlying mortgages by the Payment Date that falls in the latest month in which Freddie Mac reduces the related "pool factor" to zero.

The obligations of Freddie Mac under its guarantees of mortgage participation certificates are obligations of Freddie Mac only. Such certificates, including the interest thereon, are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac. If Freddie Mac were unable to satisfy its obligations under its guarantees, distributions on the mortgage participation certificate would consist solely of payment and other recoveries on the related mortgage. accordingly, delinquencies and defaults on the mortgages would affect distributions on the certificates.

The Freddie Mac Act limits the maximum original principal amount of single-family mortgages that Freddie Mac may purchase. These limits are referred to as “conforming loan limits.” For loans delivered during 2013, Freddie Mac’s conforming loan limit for a first lien conventional single-family mortgage for a one-family dwelling in Washington State is $417,000 in all counties other than San Juan (in which the limit is $483,000) and King, Pierce and Snohomish (in each of which the limit is $506,000). The conforming loan limit for second-lien mortgages is 50 percent of the limit for first-lien mortgages on one-family dwellings. When Freddie Mac purchases both the first-lien and second-lien mortgage on the same property, the Freddie Mac Act provides that the total amount Freddie Mac may purchase may not exceed the applicable conforming loan limit.

The Freddie Mac Act also prohibits Freddie Mac from purchasing first-lien conventional single-family mortgages if the outstanding principal balance at the time of purchase exceeds 80 percent of the value of the real property securing the mortgage unless Freddie Mac have a level of credit protection (such as mortgage insurance from an approved mortgage insurer, a seller’s agreement to repurchase or replace any mortgage that has defaulted) or the retention of at least a 10 percent participation interest in the mortgages by the seller. This requirement does not apply to FHA/VA mortgages.

The single-family mortgages purchased and guaranteed by Freddie Mac generally are subject to the credit, appraisal, underwriting and other purchase policies and guidelines set forth in Freddie Mac’s *Single-Family Seller/Servicer Guide*. Freddie Mac may modify these guidelines or grant waivers for certain mortgages that it purchases.

Freddie Mac services or supervises the servicing of the mortgages it purchases. In performing its servicing responsibilities, Freddie Mac may employ servicing agents or independent contractors. Each such servicer generally is required to perform all activities concerning the calculation, collection and processing of mortgage payments and related borrower inquiries, as well as all mortgage administrative responsibilities, including claims collection, workouts, foreclosures and reports. Servicers service mortgages, either directly or through approved subservicers, and receive fees for their services. Freddie Mac monitors a servicer’s performance through periodic and special reports and inspections to ensure it complies with its obligations.

The interest rates of the mortgages in a mortgage pool underlying a fixed-rate mortgage participation certificate are within a range from (i) the certificate interest rate plus any minimum required servicing fee through (ii) 2.5% above the certificate interest rate. Subject to certain adjustments, Freddie Mac will retain from monthly interest payments on each mortgage a management and guarantee fee, which equals any interest received by Freddie Mac from the servicer over the amount of interest payable to holders of the certificate.

APPENDIX C:
DTC AND THE BOOK-ENTRY SYSTEM

The information in this Appendix concerning The Depository Trust Company, New York, New York ("DTC") and DTC's book-entry system has been obtained from DTC. Neither the Underwriters nor the Commission take responsibility for the accuracy or completeness thereof, or for any material changes in such information subsequent to the date hereof, or for any information provided at the web sites referenced below. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined). So long as Cede & Co. is the Registered Owner of the 2014 Series 1 Bonds, as nominee of DTC, references in the Official Statement to the Bondowners or Registered Owners of the 2014 Series 1 Bonds shall mean Cede & Co. and shall not mean the Beneficial Owners of the 2014 Series 1 Bonds.

1. The Depository Trust Company ("DTC"), New York, NY, will act as securities depository for the securities (the "Securities"). The Securities 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 Security certificate will be issued for each issue of the Securities, each in the aggregate principal amount of such issue, and will be deposited with DTC.

2. DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has a Standard & Poor's rating of AA+. The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

3. Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC's records. The ownership interest SOL of each actual purchaser of each Security ("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 Securities 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 Securities, except in the event that use of the book-entry system for the Securities is discontinued.

4. To facilitate subsequent transfers, all Securities 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 Securities with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Securities; DTC's records reflect only the identity of the Direct Participants to whose accounts such Securities 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.

5. 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 Securities may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Securities, such as redemptions, tenders, defaults, and proposed amendments to

the Security documents. For example, Beneficial Owners of Securities may wish to ascertain that the nominee holding the Securities 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.

6. Redemption notices shall be sent to DTC. If less than all of the Securities 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.

7. Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Securities unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

8. Redemption proceeds, distributions, and dividend payments on the Securities 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 SOL corresponding detail information from Issuer or Agent, on 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, Agent, or Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds, distributions, and dividend payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of Issuer or Agent, 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.

9. [Omitted.]

10. DTC may discontinue providing its services as depository with respect to the Securities at any time by giving reasonable notice to Issuer or Agent. Under such circumstances, in the event that a successor depository is not obtained, Security certificates are required to be printed and delivered.

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

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

APPENDIX D:
FORM OPINION OF BOND COUNSEL

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January __, 2014

Washington State Housing Finance Commission
Seattle, Washington

RBC Capital Markets, LLC
San Francisco, California

Moody's Investors Service
New York, New York

Wells Fargo Bank, National Association
Minneapolis, Minnesota

Re: Washington State Housing Finance Commission
Single-Family Program Bonds, 2014 Series 1A-R (AMT)
Single-Family Program Bonds, 2014 Series 1N (Non-AMT)
Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT)

Ladies and Gentlemen:

We have examined the Constitution and laws of the State of Washington (the "State") and a certified transcript of the proceedings taken by the Washington State Housing Finance Commission (the "Commission"), a public body corporate and politic organized and existing under the laws of the State, in the matter of the issuance and sale by the Commission of the Single-Family Program Bonds, 2014 Series 1A-R (AMT) in the principal amount of $16,765,000; the Single-Family Program Bonds, 2014 Series 1N (Non-AMT) in the principal amount of $18,815,000, and the Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT) in the principal amount of $1,120,000 (collectively, the "2014 Series 1 Bonds") for the purpose of providing funds to refund certain outstanding obligations of the Commission and to acquire mortgage backed securities of the Government National Mortgage Association, the Federal National Mortgage Association and the Federal Home Loan Mortgage Corporation (together, the "Certificates") from the Alabama Housing Finance Authority, doing business as ServiSolutions (the "Servicer"). The Certificates will evidence the guarantee of the timely payment of principal of and interest on qualifying mortgage loans (the "Mortgage Loans") to be originated pursuant to Mortgage Origination Agreements (the "Origination Agreements") among certain lending institutions doing business in the state of Washington, the Servicer and the Commission and to be serviced by the Servicer under a Program Administration and Servicing Agreement dated as of December 15, 2011, as amended (the "Servicing Agreement") by and among the Commission, Servicer and Wells Fargo Bank, National Association. (the "Trustee").

The 2014 Series 1 Bonds are issued under an Amended and Restated General Trust Indenture dated as of November 1, 2010, and the 2014 Series 1 Indenture, dated as of January 1, 2014, by and between the Commission and the Trustee (together, the "Indenture"). The issuance of the 2014 Series 1 Bonds has been authorized pursuant to Chapter 161, Laws of Washington, 1983, as amended, and Resolution No. 13-78 of the Commission adopted on June 27, 2013, as amended (the "Resolution").

Capitalized terms used herein and not otherwise defined shall have the same definition as in the Indenture.

The 2014 Series 1 Bonds are dated January __, 2014 and pay interest semiannually on each June 1 and December 1, commencing June 1, 2014. The 2014 Series 1 Bonds are fully registered, mature on the dates and bear interest from their date, as provided therein and in the Indenture and may be exchanged or transferred as provided in the Indenture. The 2014 Series 1 Bonds are subject to special, mandatory and optional redemption as provided in the Indenture.

As to questions of fact material to our opinion, we have relied upon the certified proceedings and other certifications of officers of the Commission furnished to us without undertaking to verify the same by independent investigation. Furthermore, we have examined executed counterparts of the Servicing Agreement, the Indenture and such other documents, rules, regulations or other matters as we have deemed relevant in arriving at the opinions stated below.

From our examination, it is our opinion that:

1. The Commission has been duly created as a public body corporate and politic constituting an instrumentality of the State with lawful authority to adopt the Resolution, to enter into the Indenture, the Origination Agreements and the Servicing Agreement, to issue and deliver the 2014 Series 1 Bonds and to perform its obligations under the Resolution, the Indenture, the Origination Agreements and the Servicing Agreement and to carry out the transactions contemplated thereby.

2. The Commission has duly adopted the Resolution and has duly authorized and executed the Indenture, the Origination Agreements and the Servicing Agreement, and the Indenture, the Origination Agreements and the Servicing Agreement constitute the legal, valid and binding obligations of the Commission enforceable in accordance with their terms.

3. The 2014 Series 1 Bonds have been duly authorized, executed and delivered, constitute legal, valid and binding special obligations of the Commission enforceable in accordance with their terms and are entitled to the benefits and security provided by the Indenture.

4. The Indenture creates the valid pledge of and lien which it purports to create on the Revenues, Eligible Collateral and other funds held by the Trustee under the Indenture to secure the payment of the principal of, redemption premium, if any, and interest on the 2014 Series 1 Bonds, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.

5. The 2014 Series 1 Bonds are limited obligations of the Commission and are payable solely out of the Revenues, Eligible Collateral and other funds held under the Indenture. The 2014 Series 1 Bonds are not a debt of the State or of any political subdivision of the State or of any municipal corporation or other subdivision of the State other than the Commission. Neither the State nor any municipal corporation or other subdivision of the State other than the Commission is liable on the 2014 Series 1 Bonds. The 2014 Series 1 Bonds are not a debt, indebtedness or the borrowing of money within the meaning of any limitation or restriction on the issuance of bonds contained in the Constitution of the State.

With respect to the opinions expressed herein, the enforceability of rights and obligations under the 2014 Series 1 Bonds, the Indenture, the Resolution, the Servicing Agreement and the Origination Agreements and against the assets pledged by the Indenture are subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws heretofore or hereafter enacted to the extent constitutionally applicable and subject to the exercise of judicial discretion in appropriate cases.

Very truly yours,

PACIFICA LAW GROUP LLP

APPENDIX E:
FORM OPINION OF SPECIAL TAX COUNSEL

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January __, 2014

Washington State Housing Finance Commission
Suite 2700
1000 Second Avenue
Seattle, WA 98104-1046

Washington State Housing Finance Commission
Single-Family Program Bonds,
2014 Series 1A-R (AMT)
2014 Series 1N (Non-AMT)
2014 Series 1N-R (Non-AMT)

Ladies and Gentlemen:

We have acted as Special Tax Counsel in connection with the issuance and sale by the Washington State Housing Finance Commission of the $16,765,000 aggregate principal amount Single-Family Program Bonds, 2014 Series 1A-R (AMT) (the "2014 Series 1A-R Bonds"), the $18,815,000 aggregate principal amount Single-Family Program Bonds, 2014 Series 1N (Non-AMT) (the "2014 Series 1N Bonds"), and the $1,120,000 aggregate principal amount Single-Family Program Bonds, 2014 Series 1N-R (Non-AMT) (the "2014 Series 1N-R Bonds" and together with the 2014 Series 1A-R Bonds and the 2014 Series 1N Bonds, the "2014 Series 1 Bonds"). The 2014 Series 1 Bonds will be issued pursuant to the Amended and Restated General Trust Indenture dated as of November 1, 2010 (the "General Indenture"), by and between the Washington State Housing Finance Commission (the "Commission") and Wells Fargo Bank, National Association, as trustee (the "Trustee"), and a Series Indenture dated as of January 1, 2014 (the "2014 Series 1 Indenture"), between the Commission and the Trustee, authorizing the issuance of the 2014 Series 1 Bonds. Capitalized terms not otherwise defined herein are used as defined in the General Indenture and the 2014 Series 1 Indenture.

In connection with the issuance of the 2014 Series 1 Bonds, we have examined the General Indenture and the 2014 Series 1 Indenture, the Arbitrage and Tax Certification (the "Tax Certificate") and such other opinions, documents, certificates and letters as we deem relevant and necessary in rendering this opinion.

From such examination, we are of the opinion that, assuming compliance by the Commission with certain restrictions, conditions and requirements contained in the General Indenture, the 2014 Series 1 Indenture and the Tax Certificate designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the "Code"), under existing laws, regulations, rulings and judicial decisions, (1) interest on the 2014 Series 1 Bonds is not includable in the gross income of the owners thereof for purposes of federal income taxation, (2) interest on the 2014 Series 1A-R Bonds is a specific preference item for purposes of the federal alternative minimum tax imposed on individuals and corporations by the Code and is included in adjusted current earnings for purposes of the alternative minimum tax imposed on corporations by the Code, (3) interest on the 2014 Series 1N Bonds is neither a specific preference item nor included in adjusted current earnings for purposes of the federal alternative minimum tax, and (4) interest on the 2014 Series 1N-R Bonds is not a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations by the Code; however such interest on the 2014 Series 1N-R Bonds is included in adjusted current earnings for purposes of the alternative minimum tax imposed on corporations by the Code.

We express no opinion regarding any other consequences affecting the federal income tax liability of a recipient of interest on the 2014 Series 1 Bonds.

The opinions expressed herein are rendered in reliance upon the opinion of Pacifica Law Group LLP, Bond Counsel, as to the validity of the 2014 Series 1 Bonds under the Constitution and laws of the State of Washington.

Very truly yours,

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APPENDIX F:
CERTAIN FINANCIAL TABLES

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Table F-1
Washington State Housing Finance Commission Single-Family Program Bonds
Outstanding Principal Amounts as of December 1, 2013
(reflects redemptions made on December 1, 2013)

The following table will be updated annually pursuant to the Commission's continuing disclosure undertaking.

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2004 1A & 1N	03/18/2004	AMT Serials	12/01/2004-12/01/2009	1.35-3.05%	$3,675,000	$ 0
	"	AMT PAC Term	12/01/2021	5.00%	9,585,000	0
	"	AMT Term	12/01/2024	4.75%	5,640,000	5,315,000
	"	AMT Term	12/01/2029	4.80%	6,285,000	4,695,000
	"	AMT Term	12/01/2034	4.85%	7,240,000	0
	"	Non-AMT Serials	06/01/2010-06/01/2015	3.00-4.10%	4,900,000	1,120,000
					$37,325,000	**$ 11,130,000**
2004 4A & 4N	12/09/2004	AMT Serials	06/01/2005-12/01/2010	2.00-3.50%	$2,265,000	$ 0
	"	AMT Term	12/01/2015	3.95%	2,655,000	1,060,000
	"	AMT Term	12/01/2021	4.40%	3,920,000	1,320,000
	"	AMT PAC Term	12/01/2025	4.25%	4,485,000	85,000
	"	AMT Term	12/01/2030	4.70%	4,590,000	4,290,000
	"	AMT Term	12/01/2035	4.80%	5,395,000	0
	"	Non-AMT Term	06/01/2016	4.05%	480,000	0
					$23,790,000	**$ 6,755,000**
2005 1A & 1N	03/31/2005	AMT Serials	06/01/2006-06/01/2012	2.40-3.75%	$2,900,000	$ 0
	"	AMT Term	12/01/2021	4.30%	3,160,000	1,490,000
	"	AMT PAC Term	12/01/2025	5.00%	3,480,000	0
	"	AMT Term	12/01/2030	4.60%	5,500,000	5,275,000
	"	AMT Term	12/01/2035	4.65%	7,150,000	0
	"	Non-AMT Term	06/01/2017	4.00%	2,810,000	1,530,000
					$25,000,000	**$ 8,295,000**
2005 2A & VR-2A	06/16/2005	AMT Serials	12/01/2006-06/01/2015	3.00-4.35%	$3,685,000	$ 555,000
	"	AMT PAC Term	12/01/2025	5.00%	2,485,000	0
	"	AMT Term	12/01/2035	4.75%	13,830,000	5,280,000
	"	AMT Term	06/01/2036	variable	10,000,000	10,000,000
					$30,000,000	**$ 15,835,000**
2005 3A	08/04/2005	AMT PAC Term	06/01/2016	5.00%	$3,710,000	$ 0
	"	AMT "Super Sinker" Term	12/01/2025	4.15%	3,475,000	0
	"	AMT Term	06/01/2036	4.70%	12,610,000	10,360,000
					$19,795,000	**$ 10,360,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2005 4A	09/29/2005	AMT Serials	12/01/2006-12/01/2010	3.00-3.90%	$1,755,000	$ 0
	"	AMT Term	12/01/2012	4.00%	910,000	0
	"	AMT PAC Term	06/01/2035	5.25%	11,530,000	4,035,000
	"	AMT Term	12/01/2035	4.80%	9,335,000	5,755,000
	"	AMT Term	06/01/2036	4.80%	850,000	0
					$24,380,000	**$ 9,790,000**
2005 5A	12/15/2005	AMT Serials	12/01/2006-12/01/2014	3.20-4.55%	$3,595,000	$ 195,000
	"	AMT Term	12/01/2031	5.00%	8,865,000	0
	"	AMT PAC Term	12/01/2035	5.50%	8,160,000	480,000
	"	AMT Term	06/01/2036	5.00%	3,915,000	0
					$24,535,000	**$ 675,000**
2006 1A	02/23/2006	AMT Serials	06/01/2007-06/01/2013	3.40-4.20%	$5,280,000	$0
	"	AMT Term	12/01/2025	4.85%	16,805,000	12,795,000
	"	AMT PAC Term	12/01/2036	5.25%	14,460,000	0
	"	AMT Term—12/1/2014*	06/01/2037	4.90%	12,720,000	0
					$49,265,000	**$ 12,795,000**
2006 2A	05/25/2006	AMT Serials	06/01/2007-12/01/2014	3.70-4.65%	$6,410,000	$ 975,000
	"	AMT Term	12/01/2021	4.80%	8,540,000	6,230,000
	"	AMT Term	12/01/2026	4.90%	8,455,000	0
	"	AMT PAC Term	12/01/2036	5.25%	14,215,000	1,290,000
	"	AMT Term—6/1/2015*	12/01/2037	4.90%	11,750,000	11,750,000
					$49,370,000	**$ 20,245,000**
2006 3A	07/13/2006	AMT Serials	06/01/2007-12/01/2014	3.65-4.50%	$6,965,000	$ 1,065,000
	"	AMT Term	12/01/2021	4.80%	9,395,000	4,625,000
	"	AMT Term	12/01/2026	4.90%	9,350,000	0
	"	AMT PAC Term	12/01/2031	4.95%	12,360,000	0
	"	AMT Term	12/01/2037	5.00%	16,930,000	0
					$55,000,000	**$ 5,690,000**
2006 4A	08/23/2006	AMT Serials	06/01/2007-06/01/2012	4.00-4.50%	$4,415,000	$ 0
	"	AMT Term	12/01/2015	4.70%	3,560,000	2,125,000
	"	AMT Term	12/01/2021	4.95%	8,075,000	0
	"	AMT Term	12/01/2026	5.05%	9,260,000	0
	"	AMT Term	12/01/2031	5.10%	12,400,000	0
	"	AMT Term	06/01/2037	5.15%	17,560,000	0
					$55,000,000	**$ 2,125,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2006 5A	10/12/2006	AMT Serials	12/01/2007-12/01/2012	3.70-4.20%	$ 4,310,000	$ 0
	"	AMT Term	12/01/2016	4.35%	4,175,000	2,675,000
	"	AMT Term	12/01/2021	4.625%	6,790,000	0
	"	AMT Term	12/01/2026	4.75%	9,090,000	5,770,000
	"	AMT Term	12/01/2031	4.85%	12,170,000	12,170,000
	"	AMT Term	06/01/2037	4.90%	13,465,000	0
	"	AMT Term	12/01/2037	4.75%	5,000,000	5,000,000
					$55,000,000	**$ 25,615,000**
2006 6A	12/06/2006	AMT Serials	12/01/2007-12/01/2012	3.65-4.10%	$ 4,140,000	$ 0
	"	AMT Term	12/01/2016	4.30%	3,920,000	2,510,000
	"	AMT Term	12/01/2021	4.55%	6,630,000	1,485,000
	"	AMT Term	12/01/2027	4.70%	10,885,000	10,885,000
	"	AMT Term	12/01/2031	4.75%	5,000,000	2,535,000
	"	AMT PAC Term	12/01/2037	5.75%	16,500,000	2,880,000
	"	AMT Term	12/01/2037	4.80%	6,720,000	0
					$53,795,000	**$ 20,295,000**
2007 1A	02/08/2007	AMT Serials	06/01/2008-12/01/2012	3.65-4.15%	$ 3,910,000	$ 0
	"	AMT Term	12/01/2016	4.30%	3,765,000	2,895,000
	"	AMT Term	12/01/2021	4.60%	6,650,000	2,910,000
	"	AMT Term	12/01/2024	4.65%	5,005,000	5,005,000
	"	AMT Term	12/01/2031	4.75%	12,940,000	12,820,000
	"	AMT PAC Term	06/01/2038	5.50%	7,375,000	1,185,000
	"	AMT Term	06/01/2038	4.75%	14,845,000	700,000
					$54,490,000	**$ 25,515,000**
2007 2A	03/29/2007	AMT Serials	06/01/2008-12/01/2012	3.70-4.10%	$ 1,965,000	$ 0
	"	AMT Term	12/01/2016	4.30%	1,950,000	1,255,000
	"	AMT Term	12/01/2021	4.50%	5,230,000	1,245,000
	"	AMT Term	12/01/2027	4.60%	9,135,000	7,815,000
	"	AMT Term	12/01/2032	4.65%	10,325,000	10,325,000
	"	AMT Term	12/01/2038	4.70%	14,310,000	14,310,000
	"	AMT Term	06/01/2048	4.75%	12,085,000	12,085,000
					$55,000,000	**$ 47,035,000**
2007 3A	05/17/2007	AMT Serials	06/01/2008-12/01/2012	3.70-4.05%	$ 1,925,000	$ 0
	"	AMT Term	12/01/2016	4.375%	1,945,000	1,240,000
	"	AMT Term	12/01/2022	4.75%	6,480,000	0
	"	AMT Term	12/01/2027	4.80%	7,780,000	6,390,000
	"	AMT Term	12/01/2032	4.85%	10,275,000	10,275,000
	"	AMT Term	12/01/2038	4.90%	14,425,000	10,100,000
	"	AMT Term	06/01/2048	5.00%	12,170,000	0
					$55,000,000	**$ 28,005,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2007 4A, 4N & 4T	06/20/2007	AMT Term	12/01/2027	4.80%	$ 4,085,000	$ 3,515,000
	"	AMT Term	12/01/2032	4.85%	5,705,000	5,705,000
	"	AMT Term	12/01/2038	4.90%	8,195,000	7,590,000
	"	AMT Term	06/01/2048	5.00%	10,365,000	0
	"	Non-AMT Term	12/01/2013	3.80%	150,000	0
	"	Non-AMT Serials	06/01/2014-12/01/2017	3.85-4.00%	2,000,000	680,000
	"	Taxable Serials	12/01/2008-12/01/2012	5.16-5.258%	1,690,000	0
	"	Taxable PAC Term	12/01/2042	5.63%	22,790,000	4,645,000
					$54,980,000	**$ 22,135,000**
2007 5A	10/25/2007	AMT Serials	06/01/2008-12/01/2014	3.70-4.25%	$ 2,055,000	$ 365,000
	"	AMT Term	12/01/2017	4.60%	1,260,000	195,000
	"	AMT Term	06/01/2022	5.00%	4,060,000	0
	"	AMT Term	12/01/2027	5.10%	7,095,000	0
	"	AMT Term	12/01/2037	5.25%	21,715,000	0
	"	AMT Term—6/1/2017*	12/01/2047	5.20%	13,815,000	13,815,000
					$50,000,000	**$ 14,375,000**
2008 1A & VR-1A	07/22/2008	AMT Serials	06/01/2016-12/01/2018	5.05-5.20%	$ 195,000	$ 0
	"	AMT Term	12/01/2018	4.75%	1,615,000	720,000
	"	AMT Term	12/01/2028	5.60%	3,960,000	0
	"	AMT Term	06/01/2038	5.75%	6,780,000	0
	"	AMT Term	06/01/2049	6.00%	7,450,000	0
	"	AMT Term	06/01/2039	Variable	15,000,000	8,810,000
					$35,000,000	**$ 9,530,000**
2008 2N & VR-2N	09/25/2008	Non-AMT Serials	06/01/2009-12/01/2018	1.95-4.40%	$ 5,840,000	$ 920,000
	"	Non-AMT Term	12/01/2023	4.95%	4,755,000	0
	"	Non-AMT Term	12/01/2028	5.20%	6,480,000	0
	"	Non-AMT Term	12/01/2033	5.45%	8,830,000	0
	"	Non-AMT Term	12/01/2034	5.50%	2,095,000	0
	"	Non-AMT Term	6/01/2048	Variable	13,000,000	7,295,000
					$41,000,000	**$ 8,215,000**
2009 1N & VR-1N	06/25/2009	Non-AMT Serials	06/01/2010-12/01/2019	1.10-4.25%	$ 3,705,000	$ 725,000
	"	Non-AMT Term	12/01/2025	5.00%	3,305,000	0
	"	Non-AMT Term	12/01/2029	5.20%	2,845,000	0
	"	Non-AMT Term	12/01/2034	5.50%	4,145,000	0
	"	Non-AMT Term	06/01/2039	Variable	6,000,000	6,000,000
					$20,000,000	**$ 6,725,000**
2009 2N	10/28/2009	Non-AMT Serials	06/01/2010-12/01/2020	0.65-3.70%	$ 4,945,000	$ 3,270,000
	"	Non-AMT Term	12/01/2025	4.20%	3,445,000	1,825,000
	"	Non-AMT Term	12/01/2029	4.50%	3,485,000	3,485,000
	"	Non-AMT Term	06/01/2036	4.70%	7,185,000	7,185,000
	"	Non-AMT PAC Term	06/01/2040	4.40%	5,760,000	3,275,000
					$24,820,000	**$ 19,040,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2010 1A-R, 1N & 1N-R	11/30/2010	Refunding AMT Serials	06/01/2015-12/01/2021	2.70-4.20%	$ 4,435,000	$ 3,900,000
	"	Refunding AMT Term	06/01/2028	4.85%	10,230,000	2,640,000
	"	Refunding AMT PAC Term	06/01/2032	4.50%	8,050,000	4,435,000
	"	Non-AMT Term	12/01/2035	4.60%	5,000,000	5,000,000
	"	Refunding Non-AMT Serials	06/01/2011-12/01/2017	0.50-2.60%	7,460,000	4,450,000
					$ 35,175,000	**$ 20,425,000**
2013 1A-R, 1N & 1N-R	03/27/2013	Refunding AMT Serials	12/01/2013-06/01/2026	0.45-3.55%	$ 21,430,000	$ 20,625,000
	"	Non-AMT Term	12/01/2028	3.20%	6,300,000	6,300,000
	"	Non-AMT Term	12/01/2033	3.50%	14,110,000	14,110,000
	"	Non-AMT Term	12/01/2037	3.80%	7,555,000	6,290,000
	"	Non-AMT PAC Term	06/01/2043	3.00%	11,380,000	10,940,000
	"	Refunding Non-AMT Serials	06/01/2015-12/01/2017	0.55-1.20%	1,740,000	1,740,000
					$ 62,515,000	**$ 60,005,000**
			Total Outstanding Long-Term Bonds		**$990,235,000**	**$ 410,610,000**

* The Series Indentures pursuant to which these Bonds were issued limit the Commission's ability to redeem such Bonds from money deposited in the Special Redemption Account prior to the dates indicated. See also Table F-6 in this Appendix F for additional information.

Table F-2
Washington State Housing Finance Commission Single-Family Program Bonds
Historical Cross-Calls of Bonds

The following table will be updated annually pursuant to the Commission's continuing disclosure undertaking.

Date (1)	Series Called	Amount Called	Cumulative Total
12/1/98	1997 Series 2T	$ 1,585,000	$ 1,585,000
6/1/99	1997 Series 2T	2,090,000	3,675,000
12/1/99	1997 Series 2T	1,325,000	5,000,000
6/1/00	1997 Series 2T	785,000	5,785,000
12/1/00	1995 Series 1A-2	2,645,000	8,430,000
6/1/01	2000 Series 1A	1,970,000	10,400,000
12/1/01	2000 Series 2T	8,295,000	18,695,000
6/1/02	2000 Series 1T, 2T & 3T	11,040,000	29,735,000
12/1/02	1996 Series 1A-1; 2000 Series 1A	17,985,000	47,720,000
6/1/03	1996 Series 2T & 3T; 1997 Series 3T & 4T; 1998 Series 1T, 2T & 3T; 1999 Series 3T, 4T & 5T; 2000 Series 4T	33,440,000	81,160,000
12/1/03	1995 Series 1A-1 & 1A-3; 1996 Series 1A, 2A & 3A; 1997 Series 2A; 1998 Series 1T, 4T & 5T; 1999 Series 1T & 2T; 2000 Series 2A & 3A	46,375,000	127,535,000
6/1/04	1995 Series 1A-3; 1996 Series 2A, 2N & 3A; 1997 Series 2N; 1999 Series 5A; 2000 Series 2A, 3A & 4A	34,025,000	161,560,000
12/1/04	1995 Series 1A-3; 1996 Series 1A-1 & 2A; 1997 Series 2A, 3A& 4A; 1999 Series 4A & 5N; 2000 Series 1A, 2N, 3A, 3N & 4A; 2002 Series 1A & 2A	32,345,000	193,905,000
6/1/05	1997 Series 4A; 1998 Series 4A; 1999 Series 2A; 2001 Series 2A, 4A & 5A; 2002 Series 1A & 2A	33,631,290	227,536,290
12/1/05	2000 Series 1A & 3A; 2001 Series 2A & 5A; 2002 Series 1A	22,955,000	250,491,290
6/1/06	1995 Series 1A-1; 1997 Series 3A; 2000 Series 1A, 2A & 2N; 2001 Series 1A, 1N, 4T & 5A; 2002 Series 4A	17,640,000	268,131,290
12/1/06	1998 Series 2, 3, 4 & 5; 1999 Series 1; 2000 Series 2, 3, 4 & 5; 2001 Series 1; and 2002 Series 4	22,456,079	290,587,369
6/1/07	1997 Series 3A & 4T; 2000 Series 2A; 2001 Series 3N-R	1,380,000	291,967,369
6/1/09	2008 Series VR-1A	150,000	292,117,369
12/1/09	1999 Series 4A & 5A; 2008 Series 1A, VR-1A & VR-2N	23,735,000	315,852,369
4/1/10	1998 Series 2A & 3A;1999 Series 3A, 4A & 5A; 2002 Series 2A; 2006 Series 6A; 2008 Series 1A & 2N; 2009 Series 1N & 2N	20,160,000	336,012,369
6/1/10	1998 Series 1A, 2A & 4A; 2002 Series 1 & 3A-R; 2004 Series 1A & 2A; 2008 Series VR-1A, 2N & VR-2N	24,410,000	360,422,369
10/1/10	1998 Series 1A & 3N;1999 Series 2A; 2002 Series 5A; 2007 Series 5A; 2009 Series 1N	30,305,000	390,727,369
12/1/10	2003 Series 2A; 2007 Series 4T & 5A; 2008 Series 2N	12,000,000	402,727,369
3/1/11	2001 Series 5A; 2002 Series 2A; 2003 Series 2A; 2004 Series 2A; 2007 Series 4T; 2008 Series 2N; 2009 Series 1N	21,655,000	424,382,369
6/1/11	2007 Series 4T; 2008 Series VR-1A & VR-2N	1,560,000	425,942,369
9/1/11	2001 Series 5A; 2002 Series 5A; 2004 Series 2A	5,315,000	431,257,369
12/1/11	2004 Series 2A & 3A; 2006 Series 4A; 2008 Series VR-1A & VR-2N	24,145,000	455,402,369
2/1/12	2004 Series 3A; 2006 Series 4A; 2007 Series 5A	12,240,000	467,642,369
6/1/12	2004 Series 3A; 2005 Series 1A; 2006 Series 4A; 2008 Series VR-1A & VR-2N	20,150,000	487,792,369
6/15/12	2006 Series 4A	1,620,000	489,412,369
9/1/12	2002 Series 4A; 2004 Series 3A; 2005 Series 5A; 2006 Series 4A; 2007 Series 5A	24,560,000	513,972,369
12/1/12	2005 Series 5A; 2006 Series 3A & 4A; 2007 Series 3A & 4A; 2008 Series VR-1A & VR-2N; 2009 Series 1N	43,555,000	557,527,369
3/1/13	2006 Series 2A, 3A & 4A; 2008 Series 2N	27,160,000	584,687,369
6/1/13	2006 Series 1A, 2A, 3A & 5A; 2007 Series 3A; 2008 Series VR-1A & VR 2N	37,465,000	622,152,369
12/1/13	2004 Series 4A & 4N; 2005 Series 1A, 1N, 2A, 3A & 4A; 2006 Series 1A, 2A, 3A, 5A & 6A; 2007 Series 1A, 2A, 3A, 4A, 4N & 5A; 2008 Series VR 1A, 2N & VR 2N; 2009 Series 1N & 2N; 2010 Series 1A R	57,350,000	679,502,369

(1) There were no cross-calls of Bonds prior to December 1, 1998.

Table F-3
Washington State Housing Finance Commission Single-Family Program Bonds
Historical Usage of Bond Proceeds
(as of December 1, 2013)

The following table will be updated annually pursuant to the Commission's continuing disclosure undertaking.

Bond Series	House Key No.	Date of Issue/ Long-Term Remarketing	Proceeds Available to Purchase Eligible Collateral (1)	Initial 30-Year Standard Mortgage Loan Interest Rates	Proceeds Used to Purchase Eligible Collateral		Unexpended Proceeds Redemptions
					Amount	Percent	
1995 Series 1A-1	17	06/07/1995	$ 40,000,000	7.13%	$ 36,267,273	90.7%	$ 3,795,000
1995 Series 1A-2	18	11/01/1995	25,000,000	7.1/6.85%	24,974,688	99.9	25,000
1995 Series 1A-3	19	05/01/1996	20,000,000	6.85%	19,942,038	99.7	95,000
1996 Series 1A-1	20	05/30/1996	25,000,000	7.2%	24,957,392	99.8	40,000
1996 Series 2	21	09/04/1996	30,000,000	7.2%	29,944,622	99.8	55,000
1996 Series 3	22	12/04/1996	20,000,000	7.1%	19,942,758	99.7	55,000
1997 Series 2	23	05/15/1997	34,525,000	7.2%	32,400,564	93.8	2,005,000
1997 Series 3	24	08/27/1997	21,600,000	6.65%	21,228,705	98.3	360,000
1997 Series 4	25	11/21/1997	20,000,000	6.55%	19,923,319	99.6	75,000
1998 Series 1	26	02/26/1998	20,000,000	6.25%	19,941,204	99.7	55,000
1998 Series 2	27	04/23/1998	16,000,000	6.25%	15,926,805	99.5	70,000
1998 Series 3	28	06/04/1998	34,480,000	6.25/6.35%	34,309,191	99.5	170,000
1998 Series 4	29	08/27/1998	35,002,696	6.25%	34,735,795	99.2	266,901
1998 Series 5	30	11/19/1998	22,217,675	5.99%	22,017,841	99.1	194,982
1999 Series 1	31	02/24/1999	25,001,382	5.95%	24,678,858	98.7	314,964
1999 Series 2	32	05/27/1999	23,500,452	6.05%	23,457,064	99.8	40,809
1999 Series 3	33	06/24/1999	30,000,000	6.75%	29,858,368	99.5	140,000
1999 Series 4	34	08/25/1999	35,000,000	6.95%	34,967,118	99.9	30,000
1999 Series 5	35	11/02/1999	32,575,000	6.99%	32,520,534	99.8	50,000
2000 Series 1	36	02/24/2000	30,000,000	7.45%	29,743,135	99.1	255,000
2000 Series 2	37	04/27/2000	35,000,000	7.55%	34,992,960	100.0	0
2000 Series 3	38	07/12/2000	32,000,000	7.55/7.25%	26,446,370	82.6	5,550,000
2000 Series 4	39	11/14/2000	23,000,000	5.5 to 6.95%	22,965,835	99.9	30,000
2001 Series 1	40	02/28/2001	20,000,000	5.99%	19,993,264	100.0	0
2001 Series 2	41	05/30/2001	27,000,000	6.15%	26,972,284	99.9	25,000
2001 Series 4	42	07/26/2001	30,000,000	6.3/5.99%	29,955,148	99.9	40,000
2001 Series 5	43	11/15/2001	20,000,000	5.99%	19,984,900	99.9	10,000
2002 Series 1	44	03/14/2002	20,000,000	6.25%	18,426,573	92.1	1,570,000
2002 Series 2	45	05/30/2002	27,550,000	5.75 to 6.25%	25,050,000	90.9	2,500,000
2002 Series 4	46	09/05/2002	25,000,000	5.5 to 6.25%	20,753,574	83.0	4,245,000
2002 Series 5	47	01/15/2003	20,000,000	5.25%	19,997,891	100.0	0
2003 Series 1	48	05/21/2003	20,000,000	5.1/4.99%	19,997,927	100.0	0
2003 Series 2	49	09/25/2003	20,000,000	5.25/4.99%	19,992,569	100.0	0
2003 Series 3	50	11/19/2003	20,000,000	5.25/5.1%	19,985,751	99.9	10,000
2004 Series 1	51	03/18/2004	26,642,195	4.85 to 5.25%	26,638,955	100.0	0
2004 Series 2	52	07/07/2004	35,235,207	5.1 to 5.5%	35,234,194	100.0	0
2004 Series 3	53	08/25/2004	30,203,992	5.2 to 5.6%	30,199,223	100.0	0
2004 Series 4	54	12/09/2004	20,117,059	4.85 to 5.5%	20,115,064	100.0	0
2005 Series 1	05-1	03/31/2005	25,187,154	4.8 to 5.45%	25,182,119	100.0	0
2005 Series 2	05-2	06/16/2005	30,121,989	4.95 to 5.45%	30,120,646	100.0	0
2005 Series 3	05-3	08/04/2005	19,998,827	4.95 to 5.75%	19,999,486	100.0	0
2005 Series 4	05-4	09/29/2005	24,991,436	5.15 to 5.75%	24,989,369	100.0	0
2005 Series 5	05-5	12/15/2005	25,000,174	5.25 to 5.75%	24,998,236	100.0	0
2006 Series 1	06-1	02/23/2006	50,033,260	5.25 to 5.75%	50,029,368	100.0	0
2006 Series 2	06-2	05/25/2006	49,995,744	5.25 to 5.75%	49,998,125	100.0	0
2006 Series 3	06-3	07/13/2006	55,000,000	5.375 to 6.125%	54,998,476	100.0	0
2006 Series 4	06-4	08/23/2006	55,000,000	5.625 to 6.125%	54,999,469	100.0	0
2006 Series 5	06-5	10/12/2006	55,000,000	5.375 to 6.125%	54,995,395	100.0	0
2006 Series 6	06-6	12/06/2006	55,058,240	5.375 to 5.875%	55,055,466	100.0	0
2007 Series 1	07-1	02/08/2007	54,958,608	5.25 to 6.75%	54,955,937	100.0	0
2007 Series 2	07-2	03/29/2007	55,000,000	5.25 to 6.75%	54,997,582	100.0	0

Bond Series	House Key No.	Date of Issue/ Long-Term Remarketing	Proceeds Available to Purchase Eligible Collateral (1)	Initial 30-Year Standard Mortgage Loan Interest Rates	Proceeds Used to Purchase Eligible Collateral		Unexpended Proceeds Redemptions
					Amount	Percent	
2007 Series 3	07-3	05/17/2007	$55,045,516	5.50 to 6.75%	$55,042,389	100.0%	0
2007 Series 4	07-4	06/20/2007	54,995,133	5.50 to 6.0%	54,993,112	100.0	0
2007 Series 5	07-5	10/25/2007	50,000,000	5.625 to 6.5%	50,000,000	100.0	0
2008 Series 1	08-1	07/22/2008	35,000,000	5.75 to 6.0%	34,999,224	100.0	0
2008 Series 2	08-2	09/25/2008	41,000,000	6.0 to 6.75%	40,996,264	100.0	0
2009 Series 1	09-1	06/25/2009	20,000,000	5.50 to 6.0%	19,999,897	100.0	0
2009 Series 2	09-2	10/28/2009	24,998,560	5.50 to 6.0%	24,997,972	100.0	0
2010 Series 1	10-1	11/30/2010	5,000,000	3.75 to 5.0%	5,000,000	100.0	0
2013 Series 1	13-1	03/27/2013	40,020,631	2.50 to 4.75%	40,020,631	100.0	0
Totals			$1,873,055,930		$1,850,808,917	98.81%	$22,072,656

(1) Represents initial principal proceeds plus original issue premium, if any.

Table F-4
Washington State Housing Finance Commission Single-Family Program Bonds, 2014 Series 1
Allocation to Principal Receipts Subaccounts*

From Date	To Date	2014 Series 1 Restricted Principal Receipts Subaccount	2014 Series 1 Unrestricted Principal Receipts Subaccount
Principal Receipts allocable to the 2014 Series 1N Bonds:			
January 28, 2014	January 27, 2024	0.00000%	100.00000%
January 28, 2024	Final Maturity	100.00000%	0.00000%
Principal Receipts allocable to the 2014 Series 1A-R Bonds & 2014 Series 1N-R Bonds:			
January 28, 2014	March 17, 2014	7.53576%	92.46424%
March 18, 2014	December 8, 2014	6.44880%	93.55120%
December 9, 2014	Final Maturity	100.00000%	0.00000%

* Assumes the so-called "10-Year Rule" set forth in Section 143(a)(2)(A)(iv) of the Code is not repealed while the 2014 Series 1 Bonds are outstanding.

Table F-5
Washington State Housing Finance Commission Single-Family Program Bonds
Mortgage-Backed Security (MBS) Pool Information

(Pools purchased as of November 26, 2013; reflecting November 2013 factors)[1]

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FHLMC	A54719	4.875%	$1,952,727.00	$349,627.25	7/1/2036
FHLMC	A54720	5.375	1,854,727.00	243,354.55	7/1/2036
FHLMC	A54744	4.875	1,305,897.00	433,389.47	8/1/2036
FHLMC	A54745	5.125	1,843,636.00	693,544.01	8/1/2036
FHLMC	A54746	5.375	2,403,719.00	376,878.26	8/1/2036
FHLMC	A54850	5.125	1,334,632.00	322,229.40	8/1/2036
FHLMC	A54851	5.375	2,779,675.00	781,648.16	8/1/2036
FHLMC	A54852	5.375	2,393,252.00	1,105,256.73	9/1/2036
FHLMC	A60981	4.875	1,954,034.00	545,423.53	9/1/2036
FHLMC	A61046	5.125	2,024,467.00	453,140.89	10/1/2036
FHLMC	A61048	5.125	1,700,051.00	895,413.52	10/1/2036
FHLMC	A61049	5.375	1,255,500.00	454,603.27	10/1/2036
FHLMC	A61074	5.625	1,101,803.00	59,331.78	9/1/2036
FHLMC	A61075	5.125	1,240,168.00	512,846.08	10/1/2036
FHLMC	A61076	5.375	1,489,265.00	172,297.86	10/1/2036
FHLMC	A61120	5.125	2,251,916.00	441,767.94	11/1/2036
FHLMC	A61121	5.375	2,421,636.00	287,694.95	11/1/2036
FHLMC	A61122	5.625	2,181,947.00	269,705.36	11/1/2036
FHLMC	A61123	5.125	1,305,099.00	219,749.65	10/1/2036
FHLMC	A61138	5.125	1,963,952.00	232,797.29	11/1/2036
FHLMC	A61139	5.375	1,136,252.00	133,123.02	11/1/2036
FHLMC	A61140	4.875	1,628,299.00	629,836.27	9/1/2036
FHLMC	A61141	5.125	1,376,627.00	160,490.70	11/1/2036
FHLMC	A61142	5.375	1,198,859.00	389,208.15	10/1/2036
FHLMC	A61201	5.375	1,687,391.00	93,820.61	12/1/2036
FHLMC	A61202	5.125	1,595,402.00	529,520.89	11/1/2036
FHLMC	A61204	4.875	2,404,225.00	701,447.81	12/1/2036
FHLMC	A61225	5.125	1,594,422.00	809,215.68	12/1/2036
FHLMC	A61226	5.375	1,045,117.00	89,496.36	12/1/2036
FHLMC	A61296	4.875	2,085,180.00	541,560.59	12/1/2036
FHLMC	A61297	5.125	1,387,272.00	380,611.22	1/1/2037
FHLMC	A61298	5.375	1,209,725.00	154,704.75	1/1/2037
FHLMC	A61367	5.125	2,013,910.00	864,945.86	1/1/2037
FHLMC	A61368	5.375	1,438,060.00	138,238.93	1/1/2037
FHLMC	A61369	5.625	1,134,485.00	99,903.67	10/1/2036
FHLMC	A61404	5.125	1,324,846.00	528,866.02	12/1/2036

[1] This table does not include mortgage-backed securities that are held in the Commission Fund (which are not pledged to the payment of Bonds).

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FHLMC	A70424	6.000	1,490,234.00	788,141.46	10/1/2037
FHLMC	A70425	5.000	1,206,020.00	867,274.80	9/1/2037
FHLMC	A70432	5.750	1,886,326.00	460,621.60	11/1/2037
FHLMC	A80340	5.000	2,367,688.00	1,783,224.14	11/1/2037
FHLMC	B31765	5.250	321,537.00	203,012.69	5/1/2036
FHLMC	B31766	5.375	569,189.00	345,471.88	7/1/2036
FHLMC	B31767	5.125	415,555.00	231,019.81	7/1/2036
FHLMC	B31768	4.875	437,593.00	239,406.61	8/1/2036
FHLMC	B31769	5.125	486,063.00	199,833.27	7/1/2036
FHLMC	B31770	5.375	814,918.00	332,668.58	7/1/2036
FHLMC	B31777	4.750	490,300.00	298,760.51	7/1/2036
FHLMC	B31779	4.750	698,031.00	157,397.68	8/1/2036
FHLMC	B31780	4.875	521,354.00	152,520.39	8/1/2036
FHLMC	B31781	5.125	717,861.00	301,299.93	8/1/2036
FHLMC	B31782	5.375	494,471.00	53,044.37	7/1/2036
FHLMC	B31786	5.125	334,082.00	294,724.45	7/1/2036
FHLMC	B31787	5.375	686,772.00	166,957.34	8/1/2036
FHLMC	B31788	4.875	572,414.00	417,606.26	9/1/2036
FHLMC	B31789	5.125	700,678.00	281,600.43	8/1/2036
FHLMC	B31790	5.125	323,610.00	127,687.19	8/1/2036
FHLMC	B31791	5.375	883,009.00	207,553.89	9/1/2036
FHLMC	B31795	5.375	317,938.00	79,165.65	8/1/2036
FHLMC	B31796	5.375	818,507.00	295,634.83	9/1/2036
FHLMC	B31800	5.125	309,927.00	92,831.64	6/1/2036
FHLMC	B31825	5.000	490,225.00	28,514.59	9/1/2036
FHLMC	B31831	5.375	270,754.00	128,953.22	10/1/2036
FHLMC	B31832	5.625	379,630.00	136,504.69	11/1/2036
FHLMC	B31801	4.875	358,173.00	81,759.10	8/1/2036
FHLMC	B31802	5.375	549,592.00	363,976.61	8/1/2036
FHLMC	B31804	4.750	494,422.00	228,124.38	6/1/2036
FHLMC	B31809	4.875	450,594.00	234,460.62	9/1/2036
FHLMC	B31816	5.375	661,752.00	133,307.32	8/1/2036
FHLMC	B31817	5.625	692,550.00	104,122.57	10/1/2036
FHLMC	B31818	5.125	596,196.00	63,415.75	9/1/2036
FHLMC	B31821	4.875	480,587.00	184,512.01	9/1/2036
FHLMC	B31824	5.625	688,671.00	208,887.14	11/1/2036
FHLMC	B31862	4.875	578,220.00	171,011.79	2/1/2037
FHLMC	B31863	5.375	743,339.00	287,391.65	2/1/2037
FHLMC	B31864	5.375	617,820.00	184,131.64	1/1/2037
FHLMC	B31833	5.375	968,436.00	256,568.67	12/1/2036
FHLMC	B31835	5.125	406,518.00	232,287.30	10/1/2036
FHLMC	B31836	5.125	494,455.00	315,248.73	11/1/2036
FHLMC	B31837	5.625	572,690.00	290,218.87	10/1/2036
FHLMC	B31839	4.875	362,849.00	20,713.03	10/1/2036
FHLMC	B31851	5.375	654,810.00	234,677.98	12/1/2036
FHLMC	B31895	5.375	790,433.00	123,800.44	2/1/2037

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FHLMC	B31869	5.375	471,879.00	116,054.41	12/1/2036
FHLMC	B31870	5.375	765,029.00	144,933.88	11/1/2036
FHLMC	B31877	5.125	593,916.00	147,843.05	12/1/2036
FHLMC	B31878	5.375	625,084.00	387,632.42	9/1/2036
FHLMC	B31883	4.750	311,169.00	275,918.45	9/1/2036
FHLMC	B31884	4.875	783,964.00	318,971.09	1/1/2037
FHLMC	B31885	5.125	331,032.00	191,635.06	1/1/2037
FHLMC	B31886	5.375	413,669.00	169,140.14	11/1/2036
FHLMC	B31901	4.875	341,646.00	84,326.83	11/1/2036
FHLMC	B31902	5.125	390,155.00	177,202.36	12/1/2036
FHLMC	B31903	5.375	166,762.00	147,436.07	6/1/2036
FHLMC	B31905	5.625	245,291.00	220,560.15	9/1/2036
FHLMC	B31906	5.000	181,733.00	161,449.74	5/1/2036
FHLMC	B31907	5.375	119,877.00	103,233.10	3/1/2037
FHLMC	B31908	4.875	312,535.00	272,628.29	3/1/2037
FHLMC	B31909	5.125	79,110.00	70,727.82	11/1/2036
FHLMC	B31911	5.625	249,841.00	124,623.23	10/1/2036
FHLMC	B32082	6.000	866,028.00	563,546.38	11/1/2037
FHLMC	B32085	5.500	594,994.00	446,922.06	10/1/2037
FHLMC	B32086	5.250	836,347.00	241,971.87	10/1/2037
FHLMC	B32071	5.500	290,460.00	112,030.31	10/1/2037
FHLMC	B32072	5.250	574,347.00	452,290.22	10/1/2037
FHLMC	B32074	5.250	479,576.00	131,484.14	9/1/2037
FHLMC	B32075	6.250	481,734.00	220,754.46	10/1/2037
FHLMC	B32079	6.250	948,938.00	262,696.10	11/1/2037
FHLMC	B32080	5.750	934,060.00	329,217.79	11/1/2037
FHLMC	B32113	5.500	568,606.00	183,465.82	1/1/2038
FHLMC	B32114	5.750	237,164.00	101,256.07	1/1/2038
FHLMC	B32115	5.000	164,073.00	149,203.18	10/1/2037
FHLMC	B32089	5.000	106,528.00	96,546.23	9/1/2037
FHLMC	B32090	5.000	148,577.00	132,223.03	5/1/2037
FHLMC	B32092	4.750	282,344.00	253,306.13	5/1/2037
FHLMC	U32519	4.250	23,630.00	16,384.15	11/1/2041
	Total FHLMC:		**$105,105,066**	**$34,293,352.01**	
FNMA	161919	7.320	1,453,097.00	29,961.64	6/1/2022
FNMA	186823	7.320	1,942,151.00	34,121.58	11/1/2022
FNMA	186854	7.000	3,537,286.00	1,272.71	1/1/2023
FNMA	229227	6.050	1,840,858.00	36,057.42	9/1/2023
FNMA	242616	6.100	1,876,056.00	60,203.46	10/1/2023
FNMA	264639	6.050	1,649,850.00	45,927.22	12/1/2023
FNMA	264703	5.800	690,026.00	24,960.45	4/1/2024
FNMA	282212	6.325	792,160.00	28,365.09	8/1/2024
FNMA	282192	7.325	1,853,788.00	57,545.40	5/1/2025
FNMA	282193	5.800	531,584.00	62,795.55	6/1/2024
FNMA	282194	6.325	1,795,665.00	114,991.84	6/1/2024

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	282197	6.325	951,906.00	36,799.83	6/1/2024
FNMA	282198	7.050	954,359.00	27,014.04	6/1/2024
FNMA	282206	6.325	1,000,696.00	19,788.09	6/1/2024
FNMA	282241	6.700	742,939.00	7,329.08	1/1/2025
FNMA	282220	7.000	1,311,387.00	41,255.43	9/1/2024
FNMA	282225	7.000	2,084,660.00	29,488.99	9/1/2024
FNMA	282235	6.700	2,209,078.00	47,475.56	1/1/2025
FNMA	315546	6.580	1,636,496.00	38,646.68	8/1/2025
FNMA	315528	6.850	1,138,038.00	73,166.45	6/1/2025
FNMA	315537	6.850	2,820,969.00	77,313.64	7/1/2025
FNMA	315558	6.580	1,362,565.00	56,070.16	9/1/2025
FNMA	315565	6.580	1,596,982.00	112,166.29	10/1/2025
FNMA	315569	6.850	650,749.00	49,168.20	10/1/2025
FNMA	329875	6.580	831,648.00	24,056.45	10/1/2025
FNMA	329888	6.580	1,164,493.00	25,300.91	11/1/2025
FNMA	329902	6.550	1,508,061.00	75,789.36	12/1/2025
FNMA	329903	6.850	522,450.00	54,841.77	11/1/2025
FNMA	339653	6.300	820,862.00	43,419.28	5/1/2026
FNMA	339644	6.550	461,088.00	32,927.02	2/1/2026
FNMA	354281	6.350	1,538,180.00	152,030.41	8/1/2026
FNMA	354282	6.350	930,341.00	31,036.15	11/1/2026
FNMA	359924	6.700	2,957,084.00	84,050.69	9/1/2026
FNMA	359925	6.700	3,562,692.00	68,201.97	11/1/2026
FNMA	359926	6.700	2,062,991.00	30,194.60	12/1/2026
FNMA	374369	6.700	2,396,986.00	31,735.28	1/1/2027
FNMA	377900	6.600	1,468,405.00	62,175.80	4/1/2027
FNMA	377902	6.600	2,007,591.00	65,894.77	7/1/2027
FNMA	397385	6.700	1,622,080.00	31,668.91	7/1/2027
FNMA	397386	6.700	1,040,859.00	103,279.22	8/1/2027
FNMA	397387	6.700	2,674,821.00	47,078.68	9/1/2027
FNMA	397388	6.700	570,722.00	112,545.45	11/1/2027
FNMA	419287	6.150	2,271,370.00	25,272.86	1/1/2028
FNMA	419653	6.050	1,552,767.00	56,092.78	2/1/2028
FNMA	419654	6.050	1,554,231.00	133,314.12	5/1/2028
FNMA	435076	5.750	1,526,269.00	107,175.86	5/1/2028
FNMA	435078	5.750	475,996.00	116,299.40	9/1/2028
FNMA	442540	5.750	1,263,273.00	73,735.37	7/1/2028
FNMA	442541	5.750	579,029.00	60,536.78	7/1/2028
FNMA	445315	5.850	2,724,790.00	95,451.85	9/1/2028
FNMA	445316	5.850	1,171,564.00	42,775.28	10/1/2028
FNMA	445317	5.750	435,017.00	99,477.14	10/1/2028
FNMA	445319	5.850	334,376.00	60,628.05	8/1/2028
FNMA	453225	5.750	540,484.00	158,502.16	10/1/2028
FNMA	453226	5.750	1,049,620.00	85,029.55	11/1/2028
FNMA	453227	5.750	1,012,939.00	79,957.29	1/1/2029
FNMA	453229	5.750	727,540.00	82,824.21	2/1/2029

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	453230	5.490	1,123,358.00	137,286.21	2/1/2029
FNMA	453231	5.750	555,155.00	158,158.62	2/1/2029
FNMA	453232	5.750	327,913.00	70,211.55	2/1/2029
FNMA	453233	5.750	99,325.00	61,678.69	3/1/2029
FNMA	500132	5.490	1,986,704.00	91,075.59	4/1/2029
FNMA	506188	5.450	2,258,547.00	78,486.52	6/1/2029
FNMA	506190	5.450	504,602.00	47,983.64	8/1/2029
FNMA	514473	5.490	379,536.00	152,138.36	4/1/2029
FNMA	514474	5.490	177,005.00	73,466.45	2/1/2029
FNMA	516171	5.550	2,169,213.00	121,170.95	7/1/2029
FNMA	523657	6.250	2,705,116.00	196,165.67	10/1/2029
FNMA	523658	6.250	514,929.00	25,355.39	10/1/2029
FNMA	523661	6.250	703,820.00	126,449.91	4/1/2030
FNMA	523662	6.250	405,787.00	100,565.49	11/1/2029
FNMA	524130	6.450	2,779,152.00	80,465.04	11/1/2029
FNMA	524131	6.450	1,125,455.00	107,364.19	12/1/2029
FNMA	524135	6.450	412,741.00	66,867.59	4/1/2030
FNMA	524136	6.450	916,364.00	83,491.83	5/1/2030
FNMA	524137	6.450	513,871.00	32,102.11	7/1/2030
FNMA	534425	6.490	2,715,814.00	135,981.41	2/1/2030
FNMA	534426	6.490	790,362.00	48,284.66	2/1/2030
FNMA	534429	6.490	704,951.00	144,807.22	2/1/2030
FNMA	534430	6.490	677,951.00	19,545.89	3/1/2030
FNMA	534432	6.490	391,118.00	66,644.85	6/1/2030
FNMA	543339	6.950	1,552,805.00	73,885.74	6/1/2030
FNMA	543341	6.950	716,988.00	45,151.30	7/1/2030
FNMA	546513	6.950	411,164.00	21,339.58	7/1/2030
FNMA	546518	7.050	482,217.00	71,602.88	9/1/2030
FNMA	558234	7.050	441,366.00	49,560.21	8/1/2030
FNMA	558236	7.050	325,767.00	63,408.61	9/1/2030
FNMA	558238	7.050	313,658.00	25,136.49	10/1/2030
FNMA	558239	7.050	393,484.00	50,561.92	10/1/2030
FNMA	558241	7.050	735,636.00	44,959.03	11/15/2030
FNMA	558243	7.050	1,940,853.00	107,352.85	12/1/2030
FNMA	575961	6.450	771,833.00	67,421.72	4/1/2031
FNMA	575954	6.450	886,782.00	70,223.75	2/1/2031
FNMA	575956	7.050	838,279.00	133,909.55	1/1/2031
FNMA	575957	6.750	530,685.00	56,736.48	1/1/2031
FNMA	606331	5.650	1,374,370.00	157,170.42	8/1/2031
FNMA	606332	5.490	2,358,682.00	528,998.50	8/1/2031
FNMA	606333	6.450	1,045,394.00	105,019.39	10/1/2031
FNMA	606335	5.490	856,208.00	119,631.35	9/1/2031
FNMA	613273	5.650	357,454.00	32,028.97	7/1/2031
FNMA	613274	5.800	380,650.00	33,975.24	10/1/2031
FNMA	613275	5.800	1,443,516.00	102,145.41	10/1/2031
FNMA	613277	5.490	944,503.00	84,481.73	11/1/2031

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	613278	5.650	869,657.00	268,924.96	11/1/2031
FNMA	613280	5.490	745,095.00	307,625.09	11/1/2031
FNMA	629705	5.750	446,611.00	58,971.02	4/1/2032
FNMA	629706	5.000	445,688.00	40,912.66	4/1/2032
FNMA	629707	5.490	621,765.00	108,051.74	12/1/2031
FNMA	629708	5.800	262,514.00	1,643.92	2/1/2032
FNMA	629699	5.800	1,171,683.00	249,373.72	12/1/2031
FNMA	629700	5.650	1,051,186.00	112,157.92	2/1/2032
FNMA	629701	5.800	916,736.00	74,920.09	12/1/2031
FNMA	629702	5.490	1,203,650.00	323,582.40	2/1/2032
FNMA	629704	5.490	1,063,604.00	55,198.42	3/1/2032
FNMA	AI3590	3.250	182,106.00	173,620.94	4/1/2041
FNMA	AI2778	3.500	328,794.00	160,997.27	4/1/2041
FNMA	AI2780	3.750	190,736.00	182,392.93	4/1/2041
FNMA	AI2820	3.500	275,602.00	259,277.36	4/1/2041
FNMA	AJ8229	4.250	56,363.00	54,645.81	10/1/2041
FNMA	AJ8231	4.000	141,902.00	137,468.56	12/1/2041
FNMA	AJ9049	4.250	14,451.00	13,904.78	11/1/2041
FNMA	AJ9147	3.750	8,293.00	8,028.96	11/1/2041
FNMA	AK0321	4.000	146,263.00	141,831.72	12/1/2041
FNMA	AK0322	3.750	38,095.00	36,890.60	12/1/2041
FNMA	AK8894	4.000	383,653.00	372,680.41	2/1/2042
FNMA	647969	5.750	597,623.00	31,957.87	7/1/2032
FNMA	647971	5.490	110,877.00	49,734.57	5/1/2032
FNMA	647964	5.800	370,325.00	90,763.63	5/1/2032
FNMA	647966	5.490	355,564.00	102,042.02	2/1/2032
FNMA	647967	5.650	102,113.00	48,305.59	6/1/2032
FNMA	647968	5.750	1,430,864.00	198,309.10	5/1/2032
FNMA	656961	5.750	613,471.00	64,944.72	8/1/2032
FNMA	656962	5.750	903,791.00	60,108.23	9/1/2032
FNMA	656963	5.490	275,572.00	144,108.47	9/1/2032
FNMA	656964	5.750	432,365.00	25,255.30	9/1/2032
FNMA	656965	5.250	600,114.00	177,969.09	10/1/2032
FNMA	656957	5.490	364,324.00	71,168.67	8/1/2032
FNMA	656958	5.750	378,897.00	26,888.63	6/1/2032
FNMA	673795	5.750	472,707.00	40,768.00	10/1/2032
FNMA	673796	5.000	527,896.00	168,159.84	11/1/2032
FNMA	673798	5.750	108,171.00	29,475.05	8/1/2032
FNMA	673799	5.250	369,441.00	82,663.68	10/1/2032
FNMA	673801	5.750	284,188.00	38,171.67	9/1/2032
FNMA	673802	5.000	428,802.00	282,941.70	12/1/2032
FNMA	673803	5.000	937,619.00	48,712.47	1/1/2033
FNMA	673804	5.000	566,270.00	127,029.41	1/1/2033
FNMA	689803	5.490	207,437.00	164,021.41	1/1/2033
FNMA	689804	5.750	25,734.00	19,688.67	7/1/2032
FNMA	689805	5.000	357,316.00	158,625.15	1/1/2033

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date	Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	689806	4.750	412,943.00	222,569.47	2/1/2033	FNMA	797257	4.800	247,562.00	207,841.24	9/1/2034
FNMA	689809	5.000	464,155.00	124,026.48	4/1/2033	FNMA	797261	5.100	566,651.00	124,545.51	10/1/2034
FNMA	689810	4.750	427,918.00	206,027.60	4/1/2033	FNMA	797262	4.900	1,027,424.00	272,221.38	10/1/2034
FNMA	689812	5.250	223,729.00	109,042.32	12/1/2032	FNMA	797264	4.700	912,524.00	319,775.17	11/1/2034
FNMA	721733	4.750	749,880.00	215,492.27	5/1/2033	FNMA	807312	4.700	621,526.00	268,867.93	12/1/2034
FNMA	721734	4.750	1,271,524.00	351,521.33	7/1/2033	FNMA	807313	4.900	1,120,120.00	90,190.05	12/1/2034
FNMA	721735	4.600	891,704.00	491,866.87	7/1/2033	FNMA	807314	5.100	1,689,072.00	278,893.56	12/1/2034
FNMA	740642	4.750	386,356.00	153,375.43	5/1/2033	FNMA	810272	4.350	407,422.00	123,912.60	11/1/2034
FNMA	740643	4.490	737,820.00	318,214.27	9/1/2033	FNMA	810273	4.600	873,414.00	319,837.41	9/1/2034
FNMA	740644	4.600	848,134.00	337,769.03	7/1/2033	FNMA	810274	4.800	715,178.00	413,091.75	11/1/2034
FNMA	740645	4.490	855,935.00	376,725.31	10/1/2033	FNMA	810275	5.000	762,501.00	199,998.71	9/1/2034
FNMA	740646	4.750	893,049.00	189,408.14	12/1/2033	FNMA	810276	4.700	486,806.00	53,734.47	12/1/2035
FNMA	740647	4.490	1,266,526.00	465,476.59	10/1/2033	FNMA	810277	4.900	950,016.00	439,561.21	12/1/2035
FNMA	740648	4.490	492,044.00	278,519.98	10/1/2033	FNMA	810279	4.500	922,428.00	94,244.31	1/1/2035
FNMA	740649	4.750	1,693,265.00	687,751.67	12/1/2033	FNMA	810280	4.750	348,499.00	258,479.32	1/1/2035
FNMA	740650	4.490	208,011.00	109,704.49	12/1/2033	FNMA	810281	5.000	564,718.00	272,824.77	1/1/2035
FNMA	740651	4.600	351,875.00	62,666.59	7/1/2033	FNMA	810282	5.000	472,561.00	141,491.62	2/1/2035
FNMA	768418	4.490	228,364.00	109,970.08	12/1/2033	FNMA	818969	4.500	447,806.00	299,388.32	1/1/2035
FNMA	768420	4.600	895,838.00	408,101.58	2/1/2034	FNMA	818970	4.900	271,413.00	132,325.86	2/1/2035
FNMA	768421	4.490	189,640.00	146,734.56	10/1/2033	FNMA	818971	4.500	418,541.00	57,523.72	2/1/2035
FNMA	768422	4.600	598,532.00	145,059.09	1/1/2034	FNMA	818972	4.700	244,404.00	21,752.60	3/1/2035
FNMA	768423	4.750	1,145,674.00	139,213.84	1/1/2034	FNMA	818974	4.750	311,376.00	125,353.24	3/1/2035
FNMA	768424	4.750	426,126.00	296,354.35	2/1/2034	FNMA	818976	4.850	662,300.00	321,731.18	3/1/2035
FNMA	768425	4.600	574,508.00	332,551.43	4/1/2034	FNMA	820523	4.350	309,617.00	93,388.74	2/1/2035
FNMA	768427	4.350	351,531.00	168,638.48	5/1/2034	FNMA	820524	4.500	283,300.00	181,878.87	3/1/2035
FNMA	768430	4.350	74,800.00	28,283.83	8/1/2034	FNMA	820525	4.600	266,006.00	51,324.63	4/1/2035
FNMA	788815	4.600	286,899.00	80,718.85	6/1/2034	FNMA	820526	4.350	469,167.00	66,706.85	4/1/2035
FNMA	788816	4.350	2,030,620.00	972,563.45	7/1/2034	FNMA	820530	4.700	295,780.00	89,884.84	1/1/2035
FNMA	788817	4.550	1,411,716.00	825,553.59	7/1/2034	FNMA	821421	4.300	641,470.00	426,915.16	5/1/2035
FNMA	788818	4.750	1,598,067.00	401,847.80	7/1/2034	FNMA	821422	4.550	333,082.00	218,804.62	4/1/2035
FNMA	788819	4.600	1,072,064.00	201,099.11	8/1/2034	FNMA	821875	4.800	463,930.00	137,699.48	5/1/2035
FNMA	788820	4.800	475,252.00	85,309.14	7/1/2034	FNMA	821876	4.300	757,831.00	462,465.78	5/1/2035
FNMA	788821	5.000	1,337,345.00	353,084.99	7/1/2034	FNMA	821877	4.550	257,443.00	134,865.11	5/1/2035
FNMA	788822	4.600	644,287.00	434,710.96	7/1/2034	FNMA	824386	4.350	268,570.00	70,455.96	7/1/2035
FNMA	788823	4.800	390,755.00	149,263.67	7/1/2034	FNMA	824137	4.850	201,241.00	40,187.95	4/1/2035
FNMA	797265	4.900	415,405.00	151,409.48	11/1/2034	FNMA	824138	4.600	89,266.00	74,845.53	4/1/2035
FNMA	797266	5.100	1,108,621.00	619,175.00	11/1/2034	FNMA	824139	4.350	166,723.00	140,720.26	5/1/2035
FNMA	797267	4.550	514,633.00	245,558.07	7/1/2034	FNMA	824140	4.850	57,370.00	49,060.78	4/1/2035
FNMA	797268	4.600	512,016.00	195,573.73	9/1/2034	FNMA	824141	4.750	57,693.00	49,035.27	12/1/2034
FNMA	797269	4.350	91,161.00	72,865.45	5/1/2034	FNMA	824133	4.500	312,568.00	95,637.30	3/1/2035
FNMA	797270	4.750	99,502.00	81,863.18	5/1/2034	FNMA	824134	4.350	322,525.00	96,412.62	4/1/2035
FNMA	797251	4.600	1,156,706.00	583,226.53	9/1/2034	FNMA	824135	4.350	268,853.00	115,488.22	5/1/2035
FNMA	797252	4.800	2,164,184.00	656,983.52	9/1/2034	FNMA	824136	4.500	205,005.00	173,512.41	4/1/2035
FNMA	797253	5.000	2,193,226.00	523,989.31	9/1/2034	FNMA	825991	4.800	471,914.00	106,183.31	5/1/2035
FNMA	797254	4.350	609,302.00	261,416.12	8/1/2034	FNMA	825992	4.300	660,675.00	541,663.58	6/1/2035
FNMA	797255	4.600	213,151.00	40,004.59	9/1/2034	FNMA	825993	4.550	569,333.00	75,686.21	6/1/2035

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	826325	4.300	422,021.00	151,367.98	6/1/2035
FNMA	826326	4.800	230,588.00	129,423.58	7/1/2035
FNMA	826327	4.300	319,296.00	55,324.67	6/1/2035
FNMA	826510	4.300	294,950.00	232,906.74	6/1/2035
FNMA	826720	4.800	369,953.00	107,446.04	7/1/2035
FNMA	832452	4.550	359,036.00	119,873.57	6/1/2035
FNMA	832662	4.450	1,661,610.00	783,831.53	8/1/2035
FNMA	832663	4.700	710,601.00	420,755.70	7/1/2035
FNMA	832664	4.950	596,812.00	280,934.87	8/1/2035
FNMA	832666	4.450	353,370.00	298,520.71	7/1/2035
FNMA	832668	4.950	713,662.00	88,330.11	7/1/2035
FNMA	832818	4.950	1,040,722.00	340,539.43	7/1/2035
FNMA	832819	4.700	571,134.00	241,679.59	7/1/2035
FNMA	832820	4.700	664,924.00	80,959.94	7/1/2035
FNMA	832813	4.550	264,684.00	111,342.74	6/1/2035
FNMA	833132	4.700	401,284.00	101,025.26	8/1/2035
FNMA	833133	4.950	301,204.00	44,116.63	9/1/2035
FNMA	833135	4.450	570,508.00	273,431.84	7/1/2035
FNMA	836035	4.950	556,884.00	161,673.41	8/1/2035
FNMA	836028	4.300	273,759.00	119,615.10	6/1/2035
FNMA	836246	4.450	779,898.00	466,602.27	9/1/2035
FNMA	836247	4.450	467,289.00	293,884.44	8/1/2035
FNMA	836251	4.700	607,045.00	393,597.29	8/1/2035
FNMA	836475	4.950	393,721.00	99,404.40	9/1/2035
FNMA	836476	4.950	516,171.00	123,810.73	9/1/2035
FNMA	836477	4.950	929,203.00	341,324.77	10/1/2035
FNMA	836478	4.700	416,009.00	251,099.68	9/1/2035
FNMA	836479	4.450	689,673.00	279,239.39	9/1/2035
FNMA	836722	4.700	264,143.00	102,938.43	9/1/2035
FNMA	837944	4.350	82,620.00	69,900.01	5/1/2035
FNMA	837947	4.600	72,640.00	58,952.51	5/1/2035
FNMA	837948	4.450	78,702.00	9,630.07	9/1/2035
FNMA	844262	4.950	36,029.00	30,639.14	8/1/2035
FNMA	844365	4.450	284,757.00	170,122.00	9/1/2035
FNMA	844366	4.700	217,578.00	102,378.89	9/1/2035
FNMA	844369	4.950	123,875.00	98,382.54	9/1/2035
FNMA	844370	4.450	124,051.00	105,990.28	7/1/2035
FNMA	844373	4.450	80,803.00	69,165.69	9/1/2035
FNMA	844375	4.650	459,196.00	197,480.77	11/1/2035
FNMA	844376	4.900	380,454.00	263,282.97	11/1/2035
FNMA	844378	4.450	673,503.00	198,059.59	9/1/2035
FNMA	844379	4.700	728,640.00	237,452.55	10/1/2035
FNMA	844380	4.950	568,399.00	88,129.23	10/1/2035
FNMA	844381	4.750	900,718.00	112,891.96	10/1/2035
FNMA	844382	5.000	689,272.00	341,491.45	10/1/2035
FNMA	844597	5.150	372,103.00	323,912.35	10/1/2035

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	844599	4.900	267,300.00	58,074.06	11/1/2035
FNMA	844677	4.900	641,774.00	250,290.96	11/1/2035
FNMA	844680	4.450	368,175.00	78,332.16	11/1/2035
FNMA	848383	4.750	296,274.00	78,475.59	11/1/2035
FNMA	848385	4.650	454,235.00	154,795.41	11/1/2035
FNMA	848386	4.900	511,825.00	101,343.45	11/1/2035
FNMA	848615	5.150	530,160.00	113,957.24	11/1/2035
FNMA	848616	4.450	194,786.00	166,669.91	8/1/2035
FNMA	848619	5.150	620,420.00	53,760.26	12/1/2035
FNMA	848849	4.900	654,079.00	44,583.36	11/1/2035
FNMA	848852	4.650	807,691.00	351,584.40	12/1/2035
FNMA	849150	4.650	396,108.00	209,493.36	12/1/2035
FNMA	849151	5.150	673,457.00	184,319.54	12/1/2035
FNMA	849154	5.250	164,148.00	88,820.79	10/1/2035
FNMA	849155	4.900	200,922.00	76,610.92	11/1/2035
FNMA	849318	4.750	274,442.00	88,610.10	12/1/2035
FNMA	849320	4.450	135,499.00	115,193.25	10/1/2035
FNMA	849321	4.950	153,960.00	133,714.04	10/1/2035
FNMA	849325	5.000	637,601.00	223,215.09	12/1/2035
FNMA	849326	4.950	270,479.00	234,273.97	8/1/2035
FNMA	849328	4.650	141,667.00	122,082.75	11/1/2035
FNMA	849331	4.650	50,820.00	43,768.59	10/1/2035
FNMA	849332	4.450	168,382.00	128,160.99	10/1/2035
FNMA	849334	4.750	84,506.00	67,663.39	10/1/2035
FNMA	849335	4.650	94,777.00	81,796.36	11/1/2035
FNMA	865772	5.100	323,926.00	171,628.38	1/1/2036
FNMA	865773	4.450	999,622.00	121,832.71	12/1/2035
FNMA	865776	4.450	157,721.00	73,454.14	7/1/2035
FNMA	865782	4.300	530,705.00	316,380.56	6/1/2035
FNMA	865783	4.300	139,045.00	40,569.67	9/1/2028
FNMA	865889	4.950	83,720.00	71,989.57	11/1/2035
FNMA	865890	4.900	119,507.00	103,984.13	12/1/2035
FNMA	865891	5.150	119,644.00	101,626.37	12/1/2035
FNMA	865892	4.450	102,419.00	87,995.15	9/1/2035
FNMA	865893	4.550	170,337.00	91,964.68	6/1/2035
FNMA	865894	4.750	92,686.00	80,310.90	12/1/2035
FNMA	865895	4.300	150,310.00	125,510.53	3/1/2035
FNMA	865345	4.700	289,151.00	66,649.53	1/1/2036
FNMA	865349	5.150	300,041.00	137,466.15	12/1/2035
FNMA	865353	4.700	87,501.00	74,792.81	8/1/2035
FNMA	865354	4.950	409,662.00	187,424.97	10/1/2035
FNMA	865355	4.700	142,532.00	122,966.43	9/1/2035
FNMA	865360	4.900	68,446.00	59,438.48	11/1/2035
FNMA	865361	5.150	562,328.00	220,023.91	12/1/2035
FNMA	865362	5.000	128,400.00	111,932.82	1/1/2036
FNMA	865364	4.750	697,582.00	287,909.16	1/1/2036

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	865365	5.000	307,595.00	85,722.17	12/1/2035
FNMA	865370	4.850	591,414.00	309,447.25	1/1/2036
FNMA	865371	5.100	865,908.00	389,000.40	1/1/2036
FNMA	865558	4.650	200,358.00	163,225.99	1/1/2036
FNMA	865560	4.850	613,951.00	342,647.55	2/1/2036
FNMA	865997	4.900	189,146.00	163,949.73	11/1/2035
FNMA	865998	5.000	187,379.00	163,572.27	12/1/2035
FNMA	865999	4.850	715,693.00	170,680.12	2/1/2036
FNMA	866001	5.100	330,045.00	58,662.61	2/1/2036
FNMA	868522	5.100	692,232.00	335,823.79	3/1/2036
FNMA	868523	4.450	353,252.00	127,459.06	10/1/2035
FNMA	868400	5.150	266,840.00	229,207.44	2/1/2036
FNMA	868404	4.850	355,059.00	64,658.76	2/1/2036
FNMA	868405	5.350	422,941.00	129,478.46	2/1/2036
FNMA	868631	4.900	316,391.00	97,565.26	2/1/2036
FNMA	868632	5.250	149,428.00	129,901.88	12/1/2035
FNMA	868633	4.450	80,101.00	68,722.71	6/1/2035
FNMA	868634	5.000	98,494.00	79,658.86	3/1/2036
FNMA	868636	4.950	150,460.00	130,537.78	6/1/2035
FNMA	868637	4.300	192,773.00	164,785.51	6/1/2035
FNMA	868639	4.800	684,117.00	214,723.67	5/1/2035
FNMA	868640	4.800	366,065.00	296,963.20	6/1/2035
FNMA	868643	4.800	69,585.00	52,468.53	5/1/2027
FNMA	868648	4.300	100,887.00	85,829.05	10/1/2035
FNMA	868758	5.350	422,691.00	107,079.29	3/1/2036
FNMA	868855	4.350	20,854.00	13,014.80	9/1/2033
FNMA	868884	4.800	174,642.00	151,262.61	7/1/2035
FNMA	868885	4.750	96,151.00	83,235.25	9/1/2035
FNMA	868887	5.100	300,834.00	74,679.59	1/1/2036
FNMA	868888	4.750	1,145,956.00	209,840.09	4/1/2036
FNMA	868889	4.750	508,344.00	178,940.28	4/1/2036
FNMA	868890	5.350	204,578.00	179,857.56	2/1/2036
FNMA	868892	4.950	209,204.00	90,730.32	6/1/2035
FNMA	868893	4.950	159,716.00	132,324.41	7/1/2035
FNMA	868896	5.250	160,659.00	87,752.04	1/1/2036
FNMA	868897	5.000	1,662,259.00	295,671.47	4/1/2036
FNMA	868898	5.250	1,135,417.00	135,510.52	4/1/2036
FNMA	869047	5.000	690,407.00	238,914.62	4/1/2036
FNMA	869048	5.250	1,341,607.00	98,712.12	4/1/2036
FNMA	869049	4.750	629,261.00	462,090.36	4/1/2036
FNMA	872251	4.850	444,035.00	203,475.26	3/1/2036
FNMA	872252	5.350	173,842.00	151,844.62	2/1/2036
FNMA	872254	5.000	530,538.00	237,377.15	4/1/2036
FNMA	872255	5.250	282,150.00	81,295.01	4/1/2036
FNMA	872342	4.750	1,333,913.00	263,931.03	5/1/2036
FNMA	872343	5.000	366,506.00	95,095.41	5/1/2036

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	872429	4.750	454,911.00	125,049.97	4/1/2036
FNMA	872431	5.000	306,098.00	128,571.83	5/1/2036
FNMA	872610	4.750	525,146.00	292,700.75	5/1/2036
FNMA	872604	5.100	257,856.00	123,820.81	4/1/2036
FNMA	872605	5.250	580,181.00	242,419.51	5/1/2036
FNMA	872680	5.150	214,820.00	75,703.91	2/1/2036
FNMA	872684	5.250	615,903.00	378,818.05	5/1/2036
FNMA	872687	5.000	581,516.00	405,143.94	5/1/2036
FNMA	872688	4.750	286,252.00	127,080.81	3/1/2036
FNMA	872872	4.750	109,374.00	94,127.06	5/1/2036
FNMA	872877	5.250	73,073.00	64,574.89	5/1/2036
FNMA	872878	4.650	114,184.00	99,278.64	12/1/2035
FNMA	883041	5.250	226,719.00	86,073.72	5/1/2036
FNMA	883186	5.250	1,616,210.00	342,553.37	5/1/2036
FNMA	883192	5.000	369,252.00	257,899.24	6/1/2036
FNMA	883174	4.750	611,464.00	534,538.05	6/1/2036
FNMA	883176	4.750	87,892.00	76,698.33	2/1/2036
FNMA	883184	4.750	1,119,403.00	492,066.10	6/1/2036
FNMA	883297	5.000	379,776.00	99,699.01	6/1/2036
FNMA	883301	4.750	536,163.00	98,624.51	6/1/2036
FNMA	883302	5.000	628,727.00	83,336.93	6/1/2036
FNMA	883306	5.100	129,437.00	112,610.30	2/1/2036
FNMA	886238	5.375	464,525.00	173,255.49	6/1/2036
FNMA	886239	4.875	1,497,899.00	499,788.18	7/1/2036
FNMA	886240	5.125	2,088,375.00	888,929.31	7/1/2036
FNMA	886241	5.375	1,638,643.00	123,971.25	7/1/2036
FNMA	886243	4.875	767,680.00	385,536.42	7/1/2036
FNMA	886228	5.000	69,923.00	61,575.44	6/1/2036
FNMA	886229	5.250	82,395.00	71,474.78	6/1/2036
FNMA	886230	4.750	72,727.00	63,469.83	4/1/2036
FNMA	886235	5.125	308,783.00	161,796.74	6/1/2036
FNMA	886236	5.375	867,202.00	357,127.95	7/1/2036
FNMA	886245	5.375	1,361,931.00	410,094.91	7/1/2036
FNMA	886246	4.700	96,960.00	83,884.57	10/1/2035
FNMA	886247	5.250	121,872.00	107,893.93	6/1/2036
FNMA	886382	5.250	536,949.00	118,970.09	7/1/2036
FNMA	886384	5.125	484,904.00	252,988.77	7/1/2036
FNMA	886386	5.375	466,338.00	274,005.20	7/1/2036
FNMA	893989	5.375	362,977.00	133,410.60	8/1/2036
FNMA	893990	4.750	79,723.00	70,041.53	6/1/2036
FNMA	894298	4.650	141,889.00	121,896.42	10/1/2035
FNMA	894299	5.150	113,877.00	100,513.67	1/1/2036
FNMA	894338	5.375	790,908.00	201,028.60	9/1/2036
FNMA	894339	5.625	2,547,838.00	326,721.09	9/1/2036
FNMA	894330	5.125	376,394.00	201,915.53	8/1/2036
FNMA	894332	4.875	621,041.00	185,879.69	8/1/2036

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date	Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	894333	5.125	594,615.00	304,912.87	9/1/2036	FNMA	910263	4.875	413,315.00	164,176.84	1/1/2037
FNMA	894334	5.125	659,193.00	350,972.80	10/1/2036	FNMA	910264	5.125	1,307,275.00	319,682.06	2/1/2037
FNMA	894335	5.375	1,213,148.00	291,831.01	10/1/2036	FNMA	914410	5.375	1,705,271.00	61,699.52	3/1/2037
FNMA	894336	5.625	378,132.00	156,128.47	9/1/2036	FNMA	914441	5.125	347,989.00	124,172.80	2/1/2037
FNMA	902266	5.625	730,506.00	189,888.62	10/1/2036	FNMA	914442	4.875	1,694,104.00	438,843.15	2/1/2037
FNMA	902401	5.625	51,378.00	43,431.35	8/1/2036	FNMA	914444	5.125	432,307.00	93,555.90	2/1/2037
FNMA	902921	4.875	634,595.00	345,037.92	9/1/2036	FNMA	914445	5.000	1,029,316.00	279,992.55	2/1/2047
FNMA	902904	5.125	564,358.00	155,518.57	10/1/2036	FNMA	914446	5.250	1,015,764.00	487,248.79	2/1/2047
FNMA	902905	5.375	1,092,711.00	276,721.08	11/1/2036	FNMA	914447	5.250	412,328.00	142,048.25	2/1/2047
FNMA	902906	5.625	1,879,279.00	102,378.64	11/1/2036	FNMA	914689	5.125	422,399.00	246,537.92	10/1/2036
FNMA	902907	5.125	194,446.00	172,986.12	10/1/2036	FNMA	914690	4.875	572,910.00	80,764.23	1/1/2037
FNMA	902910	4.875	569,038.00	400,145.40	10/1/2036	FNMA	914691	5.125	777,793.00	122,021.89	2/1/2037
FNMA	906007	5.375	926,386.00	288,660.61	7/1/2036	FNMA	915101	4.875	166,635.00	148,685.54	1/1/2037
FNMA	906008	5.375	176,039.00	153,518.75	10/1/2036	FNMA	915105	4.875	357,445.00	318,742.61	1/1/2037
FNMA	906009	5.625	1,175,351.00	191,679.11	11/1/2036	FNMA	915106	5.125	137,255.00	122,855.76	11/1/2036
FNMA	906012	5.125	502,541.00	78,905.07	11/1/2036	FNMA	915096	5.250	328,274.00	135,140.16	10/1/2035
FNMA	906013	5.375	1,557,734.00	223,466.19	12/1/2036	FNMA	915097	4.875	922,041.00	186,974.20	3/1/2037
FNMA	906015	5.125	396,832.00	237,184.73	8/1/2036	FNMA	915098	5.375	1,805,007.00	619,354.96	3/1/2037
FNMA	906458	5.125	743,872.00	91,299.27	1/1/2037	FNMA	915112	5.250	760,815.00	156,399.60	3/1/2047
FNMA	906459	5.375	1,206,302.00	339,544.69	1/1/2037	FNMA	918078	4.750	4,588,443.00	1,757,342.61	4/1/2037
FNMA	906460	4.875	177,700.00	157,663.57	1/1/2037	FNMA	918079	5.000	5,378,930.00	1,798,778.92	4/1/2037
FNMA	906449	4.875	305,157.00	270,330.87	12/1/2036	FNMA	918080	5.000	2,004,385.00	300,678.13	4/1/2047
FNMA	906453	5.375	333,275.00	115,101.66	8/1/2036	FNMA	918081	5.250	3,010,323.00	398,836.03	4/1/2047
FNMA	906533	5.375	214,560.00	192,146.21	11/1/2036	FNMA	918082	5.500	2,362,027.00	415,231.80	3/1/2047
FNMA	909971	4.875	525,310.00	466,514.01	1/1/2037	FNMA	918416	4.875	729,270.00	323,725.61	4/1/2037
FNMA	909973	4.875	1,131,645.00	477,781.95	2/1/2037	FNMA	918417	5.125	1,149,918.00	432,751.29	3/1/2037
FNMA	909974	5.125	1,795,174.00	178,225.80	2/1/2037	FNMA	918418	5.125	378,448.00	149,780.37	2/1/2037
FNMA	909975	5.375	1,159,150.00	72,798.39	2/1/2037	FNMA	918420	5.375	278,111.00	121,040.74	3/1/2037
FNMA	909976	5.375	487,702.00	175,402.61	1/1/2037	FNMA	918422	4.750	963,676.00	380,591.49	5/1/2037
FNMA	909977	5.375	2,082,223.00	385,408.26	12/1/2036	FNMA	918423	5.000	1,224,765.00	95,765.85	5/1/2037
FNMA	909978	5.125	516,943.00	139,609.96	2/1/2037	FNMA	918424	5.250	11,354,023.00	2,733,914.84	4/1/2037
FNMA	909979	5.375	453,103.00	227,619.86	11/1/2036	FNMA	918426	5.000	182,975.00	172,943.79	1/1/2047
FNMA	909981	5.625	289,384.00	260,748.33	12/1/2036	FNMA	918427	5.500	249,122.00	236,913.63	2/1/2047
FNMA	909983	5.125	457,848.00	154,021.82	11/1/2036	FNMA	918428	5.250	194,447.00	184,200.54	12/1/2046
FNMA	909510	5.125	266,677.00	84,129.26	12/1/2036	FNMA	918766	5.000	1,850,360.00	308,902.81	5/1/2047
FNMA	909511	4.875	991,068.00	281,328.63	1/1/2037	FNMA	918767	5.250	2,152,744.00	509,722.47	4/1/2047
FNMA	909512	5.375	1,520,770.00	225,246.10	1/1/2037	FNMA	918749	4.875	168,984.00	150,840.93	1/1/2037
FNMA	909513	4.875	339,870.00	107,147.63	12/1/2036	FNMA	918752	4.750	1,066,161.00	477,103.48	4/1/2037
FNMA	909514	5.375	378,519.00	168,962.20	1/1/2037	FNMA	918753	5.000	827,742.00	299,116.02	4/1/2037
FNMA	909516	5.125	448,400.00	170,016.15	1/1/2037	FNMA	918754	5.250	1,254,743.00	402,218.65	5/1/2037
FNMA	909747	4.875	615,629.00	280,406.02	2/1/2037	FNMA	918755	5.125	791,758.00	566,320.26	7/1/2036
FNMA	909748	5.125	610,712.00	211,463.47	2/1/2037	FNMA	918757	5.375	1,026,020.00	77,135.68	12/1/2036
FNMA	909750	5.375	362,562.00	106,404.20	1/1/2037	FNMA	918758	5.375	248,651.00	219,968.43	8/1/2036
FNMA	909773	5.125	141,475.00	123,484.39	8/1/2036	FNMA	918760	4.750	1,120,449.00	307,824.02	5/1/2037
FNMA	909776	5.000	181,361.00	161,038.19	6/1/2036	FNMA	918761	4.750	195,150.00	170,460.54	3/1/2037
FNMA	909791	5.375	49,089.00	32,642.96	9/1/2035	FNMA	918762	4.750	375,196.00	139,086.32	4/1/2037

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date	Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	918763	5.000	3,331,490.00	590,058.17	5/1/2037	FNMA	946480	4.875	187,216.00	53,326.17	1/1/2037
FNMA	918764	5.250	2,242,585.00	103,469.67	5/1/2037	FNMA	946358	5.375	195,936.00	176,083.46	10/1/2036
FNMA	938269	5.000	146,246.00	138,391.01	3/1/2047	FNMA	946359	5.125	355,466.00	153,388.00	2/1/2037
FNMA	937911	4.750	314,656.00	108,417.13	5/1/2037	FNMA	946360	4.875	99,163.00	88,744.53	11/1/2036
FNMA	937914	5.375	1,247,111.00	371,012.34	12/1/2036	FNMA	947275	5.250	527,733.00	110,201.49	8/1/2037
FNMA	937915	4.750	1,418,797.00	311,291.31	6/1/2037	FNMA	947276	5.500	752,320.00	332,018.48	9/1/2037
FNMA	937917	5.250	2,132,766.00	430,155.86	6/1/2037	FNMA	947277	5.250	674,595.00	217,911.41	9/1/2047
FNMA	937919	5.000	869,761.00	92,576.24	4/1/2047	FNMA	947278	5.000	687,727.00	258,915.80	9/1/2037
FNMA	937920	5.250	1,257,167.00	353,105.06	6/1/2047	FNMA	946522	5.250	775,808.00	290,663.50	8/1/2037
FNMA	937921	5.500	1,289,156.00	115,308.17	5/1/2047	FNMA	946562	5.250	472,847.00	448,538.74	6/1/2047
FNMA	938146	4.875	352,921.00	77,115.69	4/1/2037	FNMA	946563	5.500	505,615.00	98,201.09	8/1/2037
FNMA	938147	5.375	340,990.00	301,498.35	3/1/2037	FNMA	946565	5.250	234,854.00	210,787.74	7/1/2037
FNMA	938237	4.750	980,012.00	403,431.32	5/1/2037	FNMA	946566	5.000	252,975.00	128,094.97	6/1/2037
FNMA	938238	5.000	1,120,672.00	507,044.39	5/1/2037	FNMA	946571	5.250	893,769.00	199,835.24	8/1/2047
FNMA	938239	5.250	2,228,807.00	678,378.35	6/1/2037	FNMA	946941	5.500	414,854.00	395,564.07	5/1/2047
FNMA	938240	5.250	1,126,151.00	218,734.08	6/1/2047	FNMA	946944	4.875	296,166.00	68,484.54	5/1/2037
FNMA	942784	5.625	271,983.00	246,232.26	9/1/2036	FNMA	946948	5.000	164,455.00	148,336.12	6/1/2037
FNMA	942785	5.125	81,104.00	72,766.97	10/1/2036	FNMA	946933	4.750	574,909.00	412,996.70	7/1/2037
FNMA	942806	5.250	532,931.00	261,337.99	6/1/2037	FNMA	946934	5.000	491,040.00	236,151.71	8/1/2037
FNMA	942808	5.250	527,158.00	472,062.20	6/1/2037	FNMA	946936	5.500	608,109.00	109,158.56	9/1/2037
FNMA	942809	5.000	373,662.00	336,206.05	5/1/2037	FNMA	946939	5.500	919,626.00	251,285.70	7/1/2037
FNMA	942811	5.000	645,950.00	322,888.10	7/1/2037	FNMA	946940	5.000	515,073.00	218,022.00	7/1/2047
FNMA	942812	4.875	218,504.00	195,975.72	2/1/2037	FNMA	946951	5.000	116,246.00	104,691.47	3/1/2037
FNMA	942813	4.750	214,198.00	188,645.47	3/1/2037	FNMA	946952	5.000	110,606.00	104,845.86	3/1/2047
FNMA	942814	4.750	564,782.00	170,402.66	6/1/2037	FNMA	946982	5.625	204,930.00	184,998.31	7/1/2036
FNMA	942816	5.250	179,708.00	170,854.93	5/1/2047	FNMA	946983	4.875	520,316.00	242,735.39	2/1/2037
FNMA	942819	5.500	1,317,831.00	225,479.83	6/1/2047	FNMA	946985	5.125	238,021.00	214,418.93	2/1/2037
FNMA	942825	5.625	414,491.00	145,267.17	10/1/2036	FNMA	947114	5.250	65,204.00	59,032.75	5/1/2037
FNMA	942826	5.000	1,359,606.00	363,344.71	7/1/2037	FNMA	947590	5.000	292,509.00	107,904.41	6/1/2037
FNMA	942827	5.250	698,718.00	187,056.10	8/1/2037	FNMA	947592	5.250	1,036,102.00	109,695.77	6/1/2037
FNMA	942828	5.500	730,680.00	162,259.91	7/1/2037	FNMA	947593	5.500	713,903.00	155,913.76	9/1/2037
FNMA	942830	4.750	799,622.00	344,454.34	6/1/2037	FNMA	947595	5.000	656,172.00	324,192.38	9/1/2037
FNMA	942089	5.750	1,629,399.00	176,859.34	6/1/2047	FNMA	947596	5.250	461,523.00	224,462.89	10/1/2037
FNMA	942074	4.750	607,525.00	106,539.73	4/1/2037	FNMA	947597	5.500	711,851.00	88,809.25	10/1/2037
FNMA	942075	5.000	647,118.00	196,716.68	4/1/2037	FNMA	947598	5.000	564,666.00	370,055.82	9/1/2037
FNMA	942076	5.000	121,962.00	58,062.50	6/1/2037	FNMA	947599	5.250	176,422.00	165,081.98	4/1/2047
FNMA	942077	5.250	637,821.00	204,829.82	4/1/2037	FNMA	947601	5.000	384,605.00	179,111.78	6/1/2047
FNMA	942078	5.000	292,064.00	127,814.87	5/1/2047	FNMA	947667	5.250	341,535.00	141,535.00	7/1/2037
FNMA	942080	5.000	519,351.00	151,252.83	5/1/2047	FNMA	947668	5.500	1,175,700.00	98,791.03	9/1/2037
FNMA	942082	5.000	2,075,373.00	985,911.20	6/1/2037	FNMA	947669	5.000	460,999.00	439,905.83	5/1/2037
FNMA	942083	5.250	2,263,125.00	987,791.98	6/1/2037	FNMA	947670	5.250	657,338.00	653,514.26	6/1/2037
FNMA	942084	5.500	1,732,619.00	537,089.34	6/1/2037	FNMA	947671	5.250	110,883.00	110,847.96	6/1/2037
FNMA	942087	5.250	1,761,510.00	897,600.80	6/1/2047	FNMA	947809	5.250	483,817.00	214,715.40	9/1/2047
FNMA	942088	5.500	1,261,872.00	553,481.22	6/1/2047	FNMA	947811	5.250	659,889.00	179,759.70	7/1/2037
FNMA	942219	5.000	287,433.00	256,940.67	6/1/2037	FNMA	947812	5.500	526,578.00	329,790.23	9/1/2037
FNMA	942221	5.375	128,213.00	115,178.70	8/1/2036	FNMA	947814	5.000	630,161.00	569,642.12	9/1/2037

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	947815	4.875	69,199.00	62,135.02	12/1/2036
FNMA	947803	4.875	185,663.00	163,796.43	1/1/2037
FNMA	947804	5.750	171,836.00	157,253.61	9/1/2037
FNMA	947806	5.250	88,952.00	83,738.39	9/1/2047
FNMA	947807	5.250	523,775.00	182,967.47	8/1/2047
FNMA	947969	5.500	1,924,060.00	168,402.82	7/1/2047
FNMA	947966	5.250	700,615.00	157,011.63	9/1/2037
FNMA	947967	5.000	841,135.00	236,717.67	10/1/2037
FNMA	954494	5.000	59,601.00	54,045.43	7/1/2037
FNMA	954533	5.500	358,665.00	184,904.79	12/1/2037
FNMA	954534	6.000	425,000.00	171,934.97	12/1/2047
FNMA	954585	5.000	99,670.00	90,316.52	10/1/2037
FNMA	954587	5.750	219,900.00	219,489.13	1/1/2038
FNMA	953804	5.250	149,919.00	139,012.35	10/1/2047
FNMA	953806	5.250	513,999.00	187,373.36	6/1/2047
FNMA	953808	5.750	362,400.00	177,625.95	6/1/2047
FNMA	953854	5.250	233,900.00	233,825.84	5/1/2047
FNMA	953855	5.000	1,693,267.00	1,100,784.56	5/1/2047
FNMA	953856	5.500	2,523,127.00	799,246.69	5/1/2047
FNMA	954205	5.500	2,066,028.00	670,653.30	10/1/2047
FNMA	954209	6.250	416,469.00	304,996.68	10/1/2047
FNMA	954210	5.750	295,214.00	293,937.51	8/1/2047
FNMA	954211	5.500	337,289.00	208,112.63	8/1/2037
FNMA	954202	5.500	211,450.00	211,450.00	6/1/2047
FNMA	954204	5.250	2,740,929.00	1,363,024.15	11/1/2047
FNMA	954239	6.000	819,541.00	178,842.75	10/1/2047
FNMA	954213	5.250	163,048.00	140,212.57	7/1/2037
FNMA	954214	5.000	162,413.00	147,007.91	6/1/2037
FNMA	954215	5.000	216,067.00	195,004.87	5/1/2037
FNMA	954216	4.750	327,778.00	195,278.32	5/1/2037
FNMA	954219	5.500	1,731,353.00	286,039.32	9/1/2047
FNMA	954220	5.000	136,559.00	129,428.02	4/1/2047
FNMA	954221	5.125	626,935.00	130,991.48	2/1/2037
FNMA	954222	5.125	92,261.00	83,206.56	10/1/2036
FNMA	954225	5.000	96,136.00	87,035.27	9/1/2037
FNMA	954226	5.750	1,675,331.00	221,654.13	8/1/2047
FNMA	954227	5.750	581,811.00	157,021.28	11/1/2037
FNMA	954228	6.250	82,185.00	75,833.40	9/1/2037
FNMA	954231	5.500	218,659.00	199,407.64	6/1/2037
FNMA	954232	5.750	56,267.00	51,638.34	10/1/2037
FNMA	954234	5.250	168,739.00	153,229.76	5/1/2037
FNMA	954235	5.500	243,809.00	221,552.95	8/1/2037
FNMA	954236	6.250	1,479,203.00	214,803.37	11/1/2047
FNMA	954272	5.000	49,723.00	45,021.82	7/1/2037
FNMA	954276	5.750	113,000.00	100,288.14	12/1/2047
FNMA	954259	5.750	1,429,841.00	112,205.29	10/1/2047

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	954277	5.250	271,880.00	154,644.42	8/1/2047
FNMA	954280	6.000	1,578,061.00	140,860.36	12/1/2037
FNMA	954281	5.750	2,953,276.00	637,428.56	12/1/2037
FNMA	954282	5.500	901,243.00	304,005.63	12/1/2037
FNMA	954354	5.250	505,150.00	218,435.74	5/1/2047
FNMA	954403	5.750	652,406.00	221,647.45	12/1/2037
FNMA	954404	6.000	1,684,548.00	207,198.00	1/1/2038
FNMA	954391	5.000	79,707.00	71,729.62	10/1/2037
FNMA	954392	5.250	98,903.00	84,077.03	3/1/2037
FNMA	954396	5.250	166,260.00	164,002.49	8/1/2047
FNMA	954407	5.500	262,709.00	44,083.45	10/1/2037
FNMA	954409	5.500	2,612,412.00	381,913.79	12/1/2037
FNMA	954410	5.750	3,640,652.00	553,454.69	1/1/2038
FNMA	954417	5.250	873,303.00	209,906.30	12/1/2047
FNMA	954418	5.500	406,873.00	112,741.87	10/1/2047
FNMA	954420	6.000	1,497,670.00	153,856.28	12/1/2047
FNMA	954421	6.250	1,114,280.00	221,205.51	12/1/2047
FNMA	954423	6.000	2,136,467.00	219,888.22	12/1/2047
FNMA	954424	6.250	2,286,397.00	504,499.31	12/1/2047
FNMA	954441	6.000	585,976.00	269,617.73	10/1/2047
FNMA	954448	5.500	83,832.00	76,658.65	11/1/2037
FNMA	954449	5.250	100,676.00	96,065.60	8/1/2047
FNMA	960822	5.500	199,492.00	190,899.43	9/1/2047
FNMA	960834	5.750	414,490.00	164,490.44	1/1/2038
FNMA	960837	5.000	293,055.00	123,725.41	11/1/2037
FNMA	960855	5.250	119,670.00	113,541.55	11/1/2047
FNMA	960856	5.250	254,236.00	118,360.07	9/1/2047
FNMA	960857	5.500	189,950.00	189,950.00	9/1/2047
FNMA	960859	5.250	187,120.00	187,120.00	8/1/2047
FNMA	960945	5.750	135,437.00	124,144.53	10/1/2037
FNMA	960947	4.750	121,561.00	109,719.78	4/1/2037
FNMA	960949	6.000	263,777.00	254,770.36	11/1/2047
FNMA	960953	4.750	171,110.00	154,388.34	6/1/2037
FNMA	961043	5.250	187,035.00	60,093.59	11/1/2037
FNMA	961044	5.500	196,538.00	185,956.96	6/1/2047
FNMA	961051	5.000	90,293.00	82,108.81	8/1/2037
FNMA	962692	6.000	196,739.00	189,680.00	1/1/2048
FNMA	961859	5.750	882,659.00	124,685.12	1/1/2048
FNMA	961860	6.000	494,223.00	163,125.56	1/1/2048
FNMA	961862	5.250	84,204.00	80,348.72	1/1/2048
FNMA	961924	5.500	1,362,112.00	326,111.63	2/1/2038
FNMA	961926	5.750	341,785.00	45,885.13	2/1/2048
FNMA	961931	5.750	154,900.00	154,900.00	11/1/2037
FNMA	962015	5.500	291,400.00	139,473.47	2/1/2038
FNMA	962088	5.500	129,950.00	119,321.52	2/1/2038
FNMA	962091	6.000	115,284.00	106,427.61	11/1/2037

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	962092	5.125	199,449.00	180,109.11	1/1/2036
FNMA	962093	5.750	207,604.00	191,098.30	12/1/2037
FNMA	962101	5.000	115,488.00	105,021.48	10/1/2037
FNMA	962258	5.250	84,908.00	55,136.95	1/1/2048
FNMA	962259	5.750	160,793.00	146,845.43	1/1/2038
FNMA	962261	5.750	79,000.00	78,601.62	3/1/2048
FNMA	962415	5.750	648,256.00	65,512.98	2/1/2048
FNMA	962416	5.500	544,181.00	183,003.68	2/1/2038
FNMA	962417	5.750	150,082.00	87,700.04	2/1/2038
FNMA	962737	5.750	251,772.00	234,690.50	3/1/2048
FNMA	962739	5.500	395,895.00	361,246.26	3/1/2038
FNMA	962740	5.750	301,685.00	51,252.80	3/1/2038
FNMA	962776	5.000	159,294.00	145,343.00	12/1/2037
FNMA	962777	5.375	526,864.00	65,894.02	4/1/2038
FNMA	962996	5.500	365,460.00	120,839.83	4/1/2038
FNMA	962998	6.000	179,762.00	173,312.60	1/1/2048
FNMA	962999	5.500	111,890.00	103,050.61	4/1/2038
FNMA	963000	5.875	124,943.00	120,374.08	3/1/2048
FNMA	963239	5.500	151,299.00	139,485.70	4/1/2038
FNMA	963242	5.125	321,891.00	91,154.97	4/1/2038
FNMA	963246	5.375	643,254.00	169,890.86	4/1/2048
FNMA	963247	5.625	530,141.00	199,324.11	4/1/2048
FNMA	963251	5.375	310,000.00	306,797.88	3/1/2048
FNMA	963416	5.125	1,711,115.00	641,249.62	4/1/2038
FNMA	963417	5.375	309,184.00	284,125.52	4/1/2038
FNMA	963419	5.500	185,285.00	62,353.00	4/1/2038
FNMA	963420	5.750	299,715.00	277,246.87	4/1/2038
FNMA	964435	5.250	259,559.00	114,975.31	7/1/2038
FNMA	964436	5.500	827,225.00	162,102.04	6/1/2038
FNMA	964440	5.750	875,214.00	303,605.07	6/1/2048
FNMA	964478	5.250	154,838.00	142,687.76	6/1/2038
FNMA	963617	5.500	510,691.00	189,020.77	4/1/2038
FNMA	963618	5.750	126,226.00	116,821.02	5/1/2038
FNMA	963690	5.750	554,927.00	253,282.98	3/1/2038
FNMA	963854	5.250	243,745.00	133,243.05	5/1/2038
FNMA	963856	5.125	282,699.00	168,147.02	5/1/2038
FNMA	963857	5.750	210,969.00	201,399.87	8/1/2047
FNMA	963907	5.375	237,264.00	210,388.63	4/1/2038
FNMA	963990	5.500	964,198.00	234,308.94	5/1/2048
FNMA	964301	5.250	140,205.00	126,797.71	4/1/2038
FNMA	965346	5.312	290,500.00	60,738.87	9/1/2038
FNMA	964644	5.750	312,450.00	243,476.97	7/1/2038
FNMA	964728	5.250	805,270.00	215,303.40	7/1/2038
FNMA	964805	5.250	396,301.00	57,777.48	7/1/2038
FNMA	964806	5.500	311,500.00	206,104.34	7/1/2038
FNMA	964860	5.250	878,172.00	227,392.02	7/1/2038

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	964861	5.750	110,947.00	106,811.66	7/1/2048
FNMA	964897	5.250	198,192.00	182,927.48	7/1/2038
FNMA	964898	5.500	445,278.00	214,189.56	7/1/2048
FNMA	964938	5.750	452,376.00	196,448.36	7/1/2038
FNMA	964993	5.250	106,588.00	97,569.54	7/1/2038
FNMA	965064	5.500	83,915.00	80,769.35	6/1/2048
FNMA	965151	5.312	1,056,680.00	496,347.61	8/1/2038
FNMA	965152	5.562	267,525.00	135,467.04	8/1/2038
FNMA	965153	5.812	242,980.00	152,486.44	8/1/2038
FNMA	965154	5.812	456,960.00	154,381.93	8/1/2048
FNMA	965242	5.312	519,595.00	479,707.10	9/1/2038
FNMA	965243	5.562	794,905.00	279,139.19	9/1/2038
FNMA	965244	5.250	272,408.00	105,296.50	9/1/2038
FNMA	965245	5.812	177,955.00	165,560.60	8/1/2038
FNMA	970722	5.500	525,725.00	325,618.68	9/1/2048
FNMA	970726	5.750	201,060.00	199,952.88	8/1/2048
FNMA	970741	5.250	513,283.00	69,420.86	10/1/2038
FNMA	970742	5.500	302,701.00	116,386.68	9/1/2038
FNMA	970743	5.750	76,827.00	71,311.64	9/1/2038
FNMA	970757	5.500	277,800.00	257,796.26	10/1/2038
FNMA	970501	5.250	235,935.00	217,887.74	6/1/2038
FNMA	970503	5.500	126,800.00	121,615.95	9/1/2048
FNMA	970498	5.312	306,825.00	128,789.58	9/1/2038
FNMA	970565	5.312	411,431.00	93,915.34	9/1/2038
FNMA	970566	5.562	848,732.00	388,802.06	9/1/2038
FNMA	970569	6.062	339,351.00	328,469.51	9/1/2048
FNMA	970589	5.812	918,948.00	168,268.68	12/1/2048
FNMA	970828	5.812	626,559.00	463,210.20	10/1/2048
FNMA	970830	5.812	154,400.00	145,081.17	11/1/2048
FNMA	970858	6.062	918,148.00	293,867.55	11/1/2048
FNMA	970883	5.750	235,854.00	227,147.07	5/1/2048
FNMA	970943	5.812	243,885.00	235,963.00	11/1/2048
FNMA	970944	5.562	216,212.00	216,178.74	10/1/2048
FNMA	970945	6.062	324,000.00	324,000.00	11/1/2048
FNMA	971027	5.812	203,119.00	196,650.55	12/1/2048
FNMA	971082	5.812	153,178.00	148,294.60	1/1/2049
FNMA	971083	6.062	217,550.00	200,669.29	11/1/2038
FNMA	971086	5.312	129,911.00	119,818.80	9/1/2038
FNMA	971087	5.812	37,428.00	35,049.48	12/1/2038
FNMA	971061	6.062	501,471.00	307,752.04	12/1/2038
FNMA	971062	5.812	512,643.00	470,491.13	12/1/2038
FNMA	971114	5.812	108,500.00	101,640.82	2/1/2039
FNMA	971115	5.562	339,872.00	297,644.21	11/1/2038
FNMA	971090	5.812	111,893.00	102,195.80	1/1/2039
FNMA	971096	5.562	165,834.00	154,912.23	1/1/2039
FNMA	971097	6.062	195,827.00	188,495.52	12/1/2048

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	971099	5.812	222,790.00	215,792.63	12/1/2048
FNMA	971102	5.562	111,870.00	104,494.67	1/1/2039
FNMA	971103	5.812	142,932.00	138,400.59	1/1/2049
FNMA	971104	6.312	166,583.00	161,968.96	12/1/2048
FNMA	971149	5.312	139,495.00	123,303.71	9/1/2038
FNMA	971124	5.562	203,895.00	174,672.05	2/1/2039
FNMA	971144	5.562	148,253.00	138,767.66	2/1/2039
FNMA	971455	5.500	134,290.00	122,749.39	6/1/2037
FNMA	971457	5.250	172,941.00	157,076.09	7/1/2037
FNMA	AA6953	5.562	55,888.00	52,390.40	3/1/2039
FNMA	AA6954	5.812	257,609.00	136,061.14	4/1/2039
FNMA	AA6955	5.562	313,337.00	162,737.31	4/1/2039
FNMA	AA6997	5.500	132,788.00	73,963.12	5/1/2039
FNMA	AA6982	5.812	162,846.00	158,042.61	3/1/2049
FNMA	AA6983	5.562	177,644.00	165,454.20	3/1/2039
FNMA	AA6992	5.562	126,224.00	116,487.41	4/1/2039
FNMA	AA7007	5.562	87,512.00	80,927.24	5/1/2039
FNMA	AA8546	5.500	566,291.00	158,386.23	6/1/2039
FNMA	AA8547	5.750	111,679.00	105,034.00	3/1/2039
FNMA	AA8624	5.500	561,337.00	371,928.14	5/1/2039
FNMA	AA8625	5.750	159,695.00	150,486.71	5/1/2039
FNMA	AC1271	5.500	80,719.00	75,931.77	6/1/2039
FNMA	AC1419	5.312	82,813.00	77,176.23	7/1/2039
FNMA	AC1420	5.062	140,845.00	131,932.81	7/1/2039
FNMA	AC1629	5.062	151,833.00	142,192.36	7/1/2039
FNMA	AC1630	5.312	161,261.00	151,411.79	6/1/2039
FNMA	AC1631	5.312	80,200.00	75,375.32	8/1/2039
FNMA	AC1633	6.250	100,000.00	99,125.42	5/1/2049
FNMA	AC2586	5.062	246,200.00	231,095.66	9/1/2039
FNMA	AC2587	5.062	44,851.00	41,959.91	6/1/2039
FNMA	AC2541	5.062	137,544.00	128,878.21	6/1/2039
FNMA	AC2552	5.062	310,659.00	291,433.68	8/1/2039
FNMA	AC2553	5.062	200,280.00	186,894.89	8/1/2039
FNMA	AC3677	5.062	111,630.00	104,523.29	7/1/2039
FNMA	AC3678	5.062	862,513.00	804,857.88	9/1/2039
FNMA	AC3679	5.750	169,102.00	159,943.07	8/1/2039
FNMA	AC3711	5.312	344,469.00	319,801.63	9/1/2039
FNMA	AC3712	5.562	179,784.00	169,755.15	9/1/2039
FNMA	AC3715	5.062	400,144.00	375,890.87	10/1/2039
FNMA	AC5323	5.312	90,659.00	84,949.68	9/1/2039
FNMA	AC5324	5.000	498,229.00	468,517.27	10/1/2039
FNMA	AC5325	5.500	134,123.00	126,630.77	9/1/2039
FNMA	AC6249	5.562	144,000.00	135,610.14	11/1/2039
FNMA	AC6250	5.062	274,599.00	146,190.16	10/1/2039
FNMA	AC6786	5.062	528,870.00	493,187.62	12/1/2039
FNMA	AC6799	5.312	111,198.00	104,439.34	9/1/2039

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
FNMA	AC6816	5.562	171,200.00	162,066.72	12/1/2039
FNMA	AC7974	5.062	240,631.00	226,743.32	11/1/2039
FNMA	AC7981	5.062	193,288.00	182,157.78	11/1/2039
FNMA	AD4914	4.562	563,184.00	531,371.92	4/1/2040
FNMA	AD4915	5.062	282,853.00	268,589.15	3/1/2040
FNMA	AD4916	5.312	109,354.00	104,059.97	3/1/2040
FNMA	AE2024	4.750	234,962.00	223,598.73	8/1/2040
FNMA	AE2025	4.500	46,131.00	28,184.36	7/1/2040
FNMA	AE2026	4.250	101,123.00	95,889.66	8/1/2040
FNMA	AE4169	4.500	454,043.00	431,100.85	7/1/2040
FNMA	AE4170	4.250	150,619.00	142,783.53	7/1/2040
FNMA	AE5856	4.750	388,235.00	114,797.34	9/1/2040
FNMA	AE5857	5.000	267,371.00	254,492.18	7/1/2040
FNMA	AE6841	4.500	78,061.00	74,387.16	9/1/2040
FNMA	AE6842	5.000	208,341.00	199,336.08	9/1/2040
FNMA	AE6843	3.500	257,528.00	240,908.26	10/1/2040
FNMA	AE6826	4.500	141,486.00	133,552.11	7/1/2040
FNMA	AE6844	4.000	139,815.00	131,174.79	10/1/2040
FNMA	AE6845	3.750	217,198.00	205,616.55	9/1/2040
FNMA	AE8267	3.750	190,472.00	180,114.64	10/1/2040
		Total FNMA:	**$549,494,015.00**	**$167,103,825.70**	
GNMA	763201	4.000	115,523.00	108,481.38	2/15/2041
GNMA	763202	4.000	163,567.00	156,672.11	3/15/2041
GNMA	763203	4.500	386,579.00	371,190.02	3/15/2041
GNMA	763204	4.500	1,681,533.00	1,162,977.01	5/15/2041
GNMA	763205	4.250	373,869.00	163,257.48	4/15/2041
GNMA	763206	4.250	1,806,246.00	1,150,708.80	4/15/2041
GNMA	763207	4.500	928,551.00	662,090.52	4/15/2041
GNMA	763208	3.750	299,782.00	284,606.55	4/15/2041
GNMA	763197	3.500	355,593.00	335,454.61	3/15/2041
GNMA	763198	3.500	320,159.00	305,522.08	4/15/2041
GNMA	763200	4.750	1,484,261.00	1,428,878.27	5/15/2041
GNMA	763209	4.250	134,161.00	128,724.68	3/15/2041
GNMA	763265	4.750	868,554.00	344,298.26	5/15/2041
GNMA	763266	4.500	543,317.00	522,020.80	5/15/2041
GNMA	763268	3.500	742,679.00	511,931.05	4/15/2041
GNMA	763269	5.000	354,375.00	251,490.47	5/15/2041
GNMA	763263	4.000	623,196.00	596,673.70	4/15/2041
GNMA	763264	3.500	154,686.00	146,407.57	3/15/2041
GNMA	770668	4.750	155,046.00	146,697.72	5/15/2041
GNMA	770669	4.250	423,803.00	313,687.84	5/15/2041
GNMA	770893	4.750	467,834.00	332,187.86	6/15/2041
GNMA	772402	3.750	263,872.00	256,515.10	4/20/2042
GNMA	779681	3.750	1,078,292.00	877,361.26	12/15/2041
GNMA	779682	4.000	1,963,278.00	1,707,729.47	12/15/2041

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date	Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	779683	4.500	53,986.00	52,442.29	12/15/2041	GNMA	391860	6.750	1,279,096.00	61,475.94	3/20/2025
GNMA	779684	4.250	350,471.00	225,319.37	12/15/2041	GNMA	391861	6.850	1,547,640.00	43,027.35	2/20/2025
GNMA	796052	4.250	198,335.00	192,570.78	12/15/2041	GNMA	391865	7.450	3,008,431.00	77,737.04	4/20/2025
GNMA	796054	4.500	36,256.00	35,236.58	12/15/2041	GNMA	391872	6.950	1,810,864.00	25,555.47	3/20/2025
GNMA	796056	4.000	937,753.00	808,180.25	1/15/2042	GNMA	391873	6.950	634,179.00	20,654.33	4/20/2025
GNMA	796057	4.750	42,594.00	41,453.83	12/15/2041	GNMA	391917	6.850	691,938.00	27,113.26	7/20/2025
GNMA	796058	3.750	1,105,871.00	1,017,497.94	1/15/2042	GNMA	391919	6.900	4,148,712.00	77,300.41	7/20/2025
GNMA	796059	3.500	52,189.00	50,459.42	11/15/2041	GNMA	391920	6.630	3,734,051.00	54,267.59	8/20/2025
GNMA	796060	3.750	66,865.00	64,750.60	12/15/2041	GNMA	391890	6.950	1,934,941.00	99,943.09	6/20/2025
GNMA	596165	6.490	21,630,557.00	365,259.59	11/15/2030	GNMA	391897	7.375	4,213,115.00	39,067.48	6/20/2025
GNMA	596372	5.490	1,320,403.00	132,504.43	9/15/2032	GNMA	391902	7.450	1,430,726.00	84,404.84	6/20/2025
GNMA	601666	4.600	1,614,917.00	451,892.03	2/15/2034	GNMA	391903	7.375	4,361,323.00	98,324.88	6/20/2025
GNMA	585905	5.000	397,170.00	258,647.61	6/15/2032	GNMA	391910	6.900	6,463,790.00	135,975.37	7/20/2025
GNMA	585617	5.000	607,239.00	150,319.65	2/15/2032	GNMA	391949	6.630	3,173,397.00	19,304.90	11/20/2025
GNMA	585726	5.490	655,682.00	68,468.42	2/15/2032	GNMA	391950	6.900	1,294,356.00	40,614.03	11/20/2025
GNMA	585781	4.600	1,557,264.00	348,424.52	1/15/2034	GNMA	391926	6.630	4,271,469.00	99,946.14	9/20/2025
GNMA	585810	5.000	565,762.00	60,350.99	5/15/2032	GNMA	391932	6.630	2,866,587.00	115,400.44	9/20/2025
GNMA	585811	5.490	579,188.00	141,955.75	5/15/2032	GNMA	391933	6.630	3,042,164.00	41,942.50	10/20/2025
GNMA	586060	5.490	411,346.00	64,969.67	6/15/2032	GNMA	391939	7.375	1,438,498.00	42,617.44	8/20/2025
GNMA	345181	6.150	3,062,767.00	81,342.86	8/20/2023	GNMA	391940	6.630	4,060,115.00	161,260.68	10/20/2025
GNMA	345166	7.000	1,654,245.00	111,045.13	5/20/2023	GNMA	419564	6.600	2,952,411.00	100,716.04	1/20/2026
GNMA	345194	6.150	4,597,397.00	100,683.21	8/20/2023	GNMA	419541	6.630	1,169,916.00	45,663.35	11/20/2025
GNMA	345197	6.150	2,246,470.00	26,921.65	9/20/2023	GNMA	419548	7.375	977,839.00	39,274.65	8/20/2025
GNMA	345218	6.150	3,316,640.00	83,815.80	10/20/2023	GNMA	419549	6.900	1,410,467.00	169,778.73	12/20/2025
GNMA	345233	6.150	1,365,366.00	67,321.22	12/20/2023	GNMA	419550	6.630	3,816,381.00	403,551.06	12/20/2025
GNMA	345255	6.150	936,793.00	46,933.86	1/20/2024	GNMA	419566	6.630	897,320.00	38,145.32	1/20/2026
GNMA	391761	6.150	1,345,602.00	175,659.08	4/20/2024	GNMA	419588	6.600	1,331,411.00	50,871.24	2/20/2026
GNMA	391762	5.850	916,273.00	62,224.47	4/20/2024	GNMA	419622	6.900	1,256,015.00	53,485.48	6/20/2026
GNMA	391768	5.850	2,135,653.00	40,813.29	4/20/2024	GNMA	419623	6.900	1,787,035.00	16,851.58	7/20/2026
GNMA	391782	5.850	690,329.00	39,116.66	6/20/2024	GNMA	419597	6.600	647,773.00	40,695.10	4/20/2026
GNMA	391821	6.950	3,644,558.00	42,569.72	10/20/2024	GNMA	419605	6.350	3,214,413.00	140,901.47	5/20/2026
GNMA	391824	5.850	482,762.00	6,051.12	10/20/2024	GNMA	419612	6.350	2,362,957.00	127,812.73	5/20/2026
GNMA	391815	6.950	2,283,940.00	26,674.73	9/20/2024	GNMA	419614	6.350	1,217,470.00	99,938.43	5/20/2026
GNMA	391851	6.750	1,934,782.00	93,588.17	1/20/2025	GNMA	419631	6.350	3,771,963.00	54,999.48	7/20/2026
GNMA	391856	6.950	1,455,858.00	23,182.86	1/20/2025	GNMA	420936	6.700	1,994,673.00	22,142.17	1/15/2027
GNMA	391830	6.750	4,476,515.00	35,451.89	11/20/2024	GNMA	420950	5.450	1,036,267.00	146,770.05	7/15/2029
GNMA	391834	6.750	7,538,381.00	124,882.80	1/20/2025	GNMA	420954	6.350	2,880,213.00	37,803.37	7/15/2026
GNMA	391835	6.850	3,046,775.00	89,394.19	12/20/2024	GNMA	435173	6.350	4,226,675.00	49,451.60	8/15/2026
GNMA	391838	6.375	290,699.00	54,434.86	12/20/2024	GNMA	435217	6.700	2,057,510.00	62,102.23	9/15/2026
GNMA	391840	6.850	2,739,831.00	41,068.27	12/20/2024	GNMA	435228	6.700	2,594,299.00	30,477.66	9/15/2026
GNMA	391841	6.850	1,494,513.00	71,500.37	12/20/2024	GNMA	435260	6.350	1,234,589.00	33,250.90	10/15/2026
GNMA	391843	6.850	1,683,342.00	96,431.19	2/20/2025	GNMA	435262	6.700	2,089,862.00	45,949.71	11/15/2026
GNMA	391846	6.850	1,560,105.00	59,973.02	1/20/2025	GNMA	441525	6.700	1,201,442.00	62,299.19	12/15/2026
GNMA	391881	6.950	673,983.00	67,978.41	4/20/2025	GNMA	446556	6.700	2,494,620.00	73,091.98	2/15/2027
GNMA	391882	7.450	2,858,860.00	44,263.56	4/20/2025	GNMA	446613	6.600	2,361,656.00	84,305.50	4/15/2027
GNMA	391883	7.375	2,248,974.00	39,407.47	4/20/2025	GNMA	450169	6.600	2,113,390.00	123,968.12	5/15/2027

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	450170	6.700	1,705,560.00	65,229.66	5/15/2027
GNMA	450257	6.700	4,337,668.00	4,559.18	7/15/2027
GNMA	450259	6.700	2,556,248.00	76,884.32	7/15/2027
GNMA	450246	6.700	1,144,566.00	48,678.30	7/15/2027
GNMA	456031	6.700	2,536,765.00	109,229.52	8/15/2027
GNMA	456047	6.700	1,593,094.00	55,437.53	8/15/2027
GNMA	456064	5.450	1,037,360.00	45,734.39	8/15/2029
GNMA	456080	6.600	742,825.00	44,571.40	8/20/2027
GNMA	456087	6.700	2,379,876.00	93,337.67	9/15/2027
GNMA	463212	6.150	2,013,238.00	48,363.76	12/15/2027
GNMA	463193	6.150	1,296,182.00	37,668.09	12/15/2027
GNMA	468429	6.150	1,774,152.00	71,711.15	1/15/2028
GNMA	468470	6.150	1,743,347.00	41,240.31	2/15/2028
GNMA	468485	6.150	1,253,889.00	97,671.14	1/15/2028
GNMA	468545	6.050	1,213,268.00	72,565.76	4/15/2028
GNMA	468523	6.050	1,210,153.00	88,784.01	4/15/2028
GNMA	477356	5.750	2,752,651.00	119,938.55	5/15/2028
GNMA	477357	5.750	2,142,122.00	56,268.38	6/15/2028
GNMA	477367	5.750	5,522,921.00	73,448.85	7/15/2028
GNMA	477398	5.750	2,261,168.00	65,154.75	6/15/2028
GNMA	483681	5.750	1,587,549.00	31,783.92	7/15/2028
GNMA	483674	5.750	1,843,906.00	39,535.05	7/15/2028
GNMA	483691	5.750	1,004,902.00	71,595.92	8/15/2028
GNMA	483702	6.050	1,034,627.00	62,027.86	6/15/2028
GNMA	483722	5.750	1,987,011.00	123,260.18	8/15/2028
GNMA	483737	5.850	9,133,958.00	227,647.99	9/15/2028
GNMA	483744	5.750	1,348,997.00	51,887.00	8/15/2028
GNMA	483757	5.750	1,391,021.00	139,744.79	9/15/2028
GNMA	716909	5.750	1,122,320.00	317,338.74	5/20/2039
GNMA	716977	5.750	626,338.00	365,340.19	5/20/2039
GNMA	716960	5.500	1,026,091.00	366,359.58	5/20/2039
GNMA	716981	5.500	264,463.00	87,315.89	5/20/2039
GNMA	717033	5.500	1,212,003.00	488,562.76	6/20/2039
GNMA	717054	5.500	539,687.00	55,167.06	5/20/2039
GNMA	720310	5.500	549,362.00	336,113.71	5/20/2039
GNMA	720312	5.000	655,710.00	465,834.30	7/20/2039
GNMA	720313	5.750	130,782.00	123,301.94	5/20/2039
GNMA	720314	5.250	360,732.00	338,104.27	6/20/2039
GNMA	720381	5.500	371,064.00	136,437.40	6/20/2039
GNMA	720382	5.750	728,100.00	348,784.04	7/20/2039
GNMA	720383	5.250	968,509.00	755,435.96	7/20/2039
GNMA	720384	5.000	762,468.00	578,513.14	7/20/2039
GNMA	720359	5.000	178,114.00	166,396.83	6/20/2039
GNMA	720360	5.500	122,490.00	115,101.27	5/20/2039
GNMA	720418	5.250	439,292.00	411,316.70	7/20/2039
GNMA	720419	5.000	530,954.00	218,738.52	7/20/2039

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	720420	5.500	127,085.00	119,595.10	6/20/2039
GNMA	720394	5.000	148,595.00	139,221.09	7/20/2039
GNMA	720423	6.000	72,787.00	68,643.40	7/20/2039
GNMA	720454	5.250	158,898.00	149,271.32	7/20/2039
GNMA	720486	5.000	875,380.00	532,448.17	8/20/2039
GNMA	720487	5.000	366,812.00	143,436.16	8/20/2039
GNMA	720500	5.750	319,593.00	100,011.64	7/20/2039
GNMA	720522	5.000	603,935.00	172,296.48	8/20/2039
GNMA	720523	5.250	1,016,608.00	656,063.20	8/20/2039
GNMA	720524	5.500	372,541.00	143,627.47	8/20/2039
GNMA	720529	5.000	520,255.00	237,846.48	8/20/2039
GNMA	726567	5.250	420,346.00	390,071.24	8/20/2039
GNMA	726568	5.000	744,175.00	698,078.02	9/20/2039
GNMA	726569	5.000	2,984,750.00	1,534,130.63	9/20/2039
GNMA	726570	5.250	3,117,037.00	2,238,928.05	9/20/2039
GNMA	726571	5.500	326,641.00	156,580.75	9/20/2039
GNMA	726631	5.000	4,296,107.00	2,157,317.90	10/20/2039
GNMA	726632	5.250	2,537,221.00	1,214,992.15	10/20/2039
GNMA	726633	5.500	814,923.00	221,441.23	10/20/2039
GNMA	726648	5.250	728,244.00	542,668.20	10/20/2039
GNMA	726681	5.000	1,796,165.00	974,969.33	10/20/2039
GNMA	726682	5.000	1,297,560.00	432,409.64	10/20/2039
GNMA	726683	5.250	1,612,371.00	1,022,258.10	10/20/2039
GNMA	726684	5.500	151,888.00	143,605.70	9/20/2039
GNMA	726685	5.000	1,382,436.00	327,500.15	11/20/2039
GNMA	726686	5.250	303,896.00	286,487.48	10/20/2039
GNMA	726658	5.000	166,737.00	155,014.31	9/20/2039
GNMA	726679	5.000	140,157.00	131,870.68	10/20/2039
GNMA	726680	5.250	1,390,522.00	1,167,008.26	11/20/2039
GNMA	726747	5.250	658,803.00	504,645.87	11/20/2039
GNMA	726748	5.000	100,042.00	94,144.46	10/20/2039
GNMA	726749	5.000	1,816,614.00	846,603.92	11/20/2039
GNMA	729046	5.000	4,724,484.00	2,208,060.68	11/20/2039
GNMA	729047	5.250	2,989,544.00	1,678,542.40	11/20/2039
GNMA	729053	5.000	518,178.00	158,091.85	10/20/2039
GNMA	729054	5.250	591,034.00	346,849.37	11/20/2039
GNMA	729072	5.250	1,961,715.00	1,117,495.60	12/20/2039
GNMA	729073	5.000	3,497,125.00	2,781,578.30	12/20/2039
GNMA	729074	5.500	318,794.00	92,500.42	11/20/2039
GNMA	729083	5.000	2,107,033.00	617,171.70	12/20/2039
GNMA	729084	5.250	1,259,224.00	366,745.62	11/20/2039
GNMA	729085	5.500	432,147.00	180,889.04	10/20/2039
GNMA	729153	5.250	146,138.00	137,066.53	12/20/2039
GNMA	742062	4.750	1,497,604.00	1,041,599.24	7/20/2040
GNMA	742071	4.750	1,236,157.00	842,240.13	7/20/2040
GNMA	742151	4.750	733,857.00	347,213.11	7/20/2040

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	742160	5.000	610,124.00	250,740.73	7/20/2040
GNMA	742161	4.750	790,036.00	374,078.46	7/20/2040
GNMA	742182	5.000	288,404.00	271,318.51	7/20/2040
GNMA	742213	5.000	424,899.00	238,453.74	8/20/2040
GNMA	748804	5.250	64,617.00	61,750.37	7/20/2040
GNMA	748805	5.000	266,116.00	113,513.25	8/20/2040
GNMA	748806	4.750	3,951,179.00	2,796,244.82	8/20/2040
GNMA	748807	4.500	2,754,833.00	1,905,784.51	8/20/2040
GNMA	748808	4.500	303,551.00	182,950.39	7/20/2040
GNMA	748829	5.000	1,013,151.00	483,723.68	9/20/2040
GNMA	748949	4.500	374,027.00	353,884.94	7/20/2040
GNMA	748950	5.000	71,704.00	68,295.19	8/20/2040
GNMA	492291	5.850	3,493,921.00	163,084.89	10/15/2028
GNMA	492321	5.750	757,119.00	43,835.12	10/20/2028
GNMA	492323	5.750	4,512,854.00	190,055.39	11/15/2028
GNMA	492330	5.850	974,148.00	84,426.19	10/20/2028
GNMA	492339	5.750	1,266,909.00	48,716.21	11/15/2028
GNMA	492346	5.750	1,483,334.00	158,021.71	11/15/2028
GNMA	492262	5.850	3,115,198.00	25,421.14	9/15/2028
GNMA	492263	5.750	1,107,545.00	31,581.36	9/15/2028
GNMA	495964	5.750	2,587,181.00	99,609.61	11/15/2028
GNMA	495968	5.750	1,657,161.00	105,447.34	12/15/2028
GNMA	496011	5.750	554,472.00	37,026.21	7/15/2028
GNMA	496061	5.750	1,525,635.00	12,536.26	1/15/2029
GNMA	496048	5.750	1,953,702.00	47,434.82	1/15/2029
GNMA	496096	5.750	2,936,577.00	181,247.30	1/15/2029
GNMA	504024	5.490	2,508,278.00	53,047.67	2/15/2029
GNMA	504056	5.750	1,665,337.00	54,055.07	3/15/2029
GNMA	504078	5.750	784,816.00	57,995.55	6/15/2028
GNMA	504086	6.050	257,634.00	93,129.48	1/20/2029
GNMA	504107	5.490	15,929,877.00	938,543.02	4/15/2029
GNMA	511276	5.490	559,844.00	120,931.30	1/15/2029
GNMA	511278	5.490	2,027,667.00	62,652.53	4/15/2029
GNMA	511296	5.450	10,346,456.00	346,370.57	5/15/2029
GNMA	511341	5.450	2,843,747.00	46,632.75	6/15/2029
GNMA	517624	5.550	14,879,721.00	376,328.97	8/15/2029
GNMA	517699	5.450	1,050,874.00	111,723.64	9/15/2029
GNMA	517755	6.250	14,499,371.00	432,349.90	10/15/2029
GNMA	517776	5.450	575,884.00	53,820.76	9/15/2029
GNMA	523924	6.250	2,359,353.00	65,169.03	10/15/2029
GNMA	524050	6.250	1,124,491.00	64,745.72	10/15/2029
GNMA	524165	6.450	14,510,539.00	96,863.89	12/15/2029
GNMA	524525	5.550	575,840.00	50,347.00	2/15/2030
GNMA	527869	4.700	611,498.00	68,541.23	9/15/2034
GNMA	527875	5.100	690,611.00	92,910.81	9/15/2034
GNMA	527910	4.900	299,252.00	43,133.58	9/15/2034

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GNMA	527961	6.250	584,173.00	44,929.85	2/15/2030
GNMA	528040	6.450	967,650.00	61,242.80	4/15/2030
GNMA	534603	7.050	3,216,215.00	42,878.17	9/15/2030
GNMA	534651	6.950	910,769.00	51,192.10	9/15/2030
GNMA	534673	6.450	345,958.00	101,737.46	7/15/2030
GNMA	534220	6.950	766,333.00	70,575.93	4/15/2030
GNMA	534278	6.450	1,774,139.00	153,428.27	5/15/2030
GNMA	534308	6.950	760,406.00	62,843.43	5/15/2030
GNMA	534374	7.050	3,858,318.00	49,316.93	7/15/2030
GNMA	534406	6.950	1,162,177.00	65,059.44	7/15/2030
GNMA	534853	7.050	1,407,375.00	71,465.77	10/15/2030
GNMA	535277	6.750	1,770,967.00	46,517.67	1/15/2031
GNMA	535278	7.050	3,599,038.00	51,878.05	12/15/2030
GNMA	535323	6.450	2,089,338.00	53,201.92	3/15/2031
GNMA	535332	6.750	886,106.00	37,556.51	3/15/2031
GNMA	556743	6.450	564,216.00	56,204.75	4/15/2031
GNMA	556721	7.050	751,204.00	46,034.83	11/15/2030
GNMA	556753	6.450	508,096.00	42,212.08	4/15/2031
GNMA	558437	5.490	1,444,941.00	98,735.66	11/15/2031
GNMA	558501	5.490	720,971.00	61,782.78	11/15/2031
GNMA	295163	7.850	11,354,169.00	101,481.16	11/20/2020
GNMA	300338	7.000	967,792.00	54,025.59	11/20/2020
GNMA	300349	7.000	971,350.00	36,445.19	1/20/2021
GNMA	300390	7.000	781,429.00	24,907.85	4/20/2021
GNMA	285315	7.000	1,049,264.00	15,271.40	5/20/2020
GNMA	292301	7.000	891,027.00	4,894.36	7/20/2020
GNMA	292282	7.000	1,771,063.00	11,365.71	7/20/2020
GNMA	305152	7.850	6,560,304.00	20,727.83	3/20/2021
GNMA	307820	7.850	5,135,410.00	18,919.94	6/20/2021
GNMA	310140	7.000	720,055.00	27,837.45	5/20/2021
GNMA	310154	7.000	1,159,816.00	40,394.88	8/20/2021
GNMA	310184	7.300	1,220,975.00	31,932.16	11/20/2021
GNMA	310196	7.300	1,130,714.00	35,123.13	12/20/2021
GNMA	320175	7.300	1,205,982.00	17,460.85	2/20/2022
GNMA	320179	7.300	1,341,836.00	17,683.20	2/20/2022
GNMA	326674	7.300	1,785,714.00	49,258.13	6/20/2022
GNMA	326647	7.300	1,358,930.00	16,468.20	3/20/2022
GNMA	326651	7.300	1,844,855.00	16,003.56	4/20/2022
GNMA	326652	7.000	1,370,523.00	76,516.43	3/20/2022
GNMA	333826	7.000	3,368,422.00	58,021.60	12/20/2022
GNMA	752622	5.000	518,619.00	371,898.72	9/20/2040
GNMA	752624	4.500	133,107.00	126,613.19	10/20/2040
GNMA	752679	5.000	455,824.00	433,971.82	10/20/2040
GNMA	752680	4.750	206,921.00	197,474.59	10/20/2040
GNMA	752470	5.000	254,186.00	159,123.79	4/20/2040
GNMA	752471	5.250	114,625.00	109,184.94	11/20/2039

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	752473	4.750	837,466.00	345,691.33	7/20/2040
GNMA	752516	4.750	5,890,380.00	3,772,254.62	10/20/2040
GNMA	752517	5.000	1,136,386.00	588,535.80	10/20/2040
GNMA	752519	4.750	95,847.00	90,271.89	7/20/2040
GNMA	752711	5.000	1,089,573.00	857,493.56	10/20/2040
GNMA	752716	4.500	194,335.00	185,087.13	8/20/2040
GNMA	613494	5.490	12,624,241.00	1,015,489.02	3/15/2032
GNMA	613598	5.650	16,130,998.00	1,171,375.83	6/15/2032
GNMA	613599	5.800	18,669,680.00	665,466.41	5/15/2032
GNMA	613600	5.490	13,416,795.00	1,056,769.16	5/15/2032
GNMA	613618	4.490	755,946.00	56,822.17	9/15/2033
GNMA	613716	5.750	12,547,326.00	1,046,475.80	8/20/2032
GNMA	613717	5.750	10,904,071.00	339,488.13	10/20/2032
GNMA	613718	5.250	3,238,320.00	383,282.89	11/15/2032
GNMA	613719	5.490	2,055,258.00	74,897.12	11/15/2032
GNMA	613720	5.250	2,672,182.00	561,942.00	11/15/2032
GNMA	613721	5.000	14,768,689.00	1,410,162.72	4/20/2033
GNMA	624680	4.600	917,440.00	124,126.63	1/15/2034
GNMA	624542	4.750	2,464,125.00	95,278.80	11/15/2033
GNMA	624731	4.600	619,534.00	118,722.23	3/15/2034
GNMA	624754	4.600	1,208,106.00	60,732.87	2/15/2034
GNMA	624775	4.600	967,731.00	113,485.02	2/15/2034
GNMA	624806	4.600	1,228,670.00	358,300.29	3/15/2034
GNMA	624849	4.600	2,015,830.00	533,741.82	3/15/2034
GNMA	624881	4.600	1,444,578.00	418,035.75	4/15/2034
GNMA	624930	4.600	926,621.00	154,107.84	3/15/2034
GNMA	625013	4.600	299,958.00	61,574.85	5/15/2034
GNMA	632702	4.600	334,467.00	155,423.14	8/15/2034
GNMA	632703	4.800	1,007,872.00	162,930.16	8/15/2034
GNMA	632704	5.000	1,083,734.00	219,863.95	8/15/2034
GNMA	632751	4.600	371,566.00	186,559.44	8/15/2034
GNMA	632760	5.000	231,676.00	134,706.62	8/15/2034
GNMA	632465	4.600	1,746,260.00	469,279.36	9/15/2034
GNMA	632466	4.800	754,285.00	250,426.48	8/15/2034
GNMA	632467	5.000	799,272.00	309,571.05	8/15/2034
GNMA	632571	4.600	696,450.00	187,083.28	7/15/2034
GNMA	632574	5.000	684,275.00	136,427.56	7/15/2034
GNMA	632639	4.600	932,203.00	360,034.37	8/15/2034
GNMA	632640	4.800	894,323.00	73,584.13	8/15/2034
GNMA	632641	5.000	956,420.00	356,619.51	7/15/2034
GNMA	635625	4.700	1,303,578.00	406,581.42	11/15/2034
GNMA	635626	4.900	807,192.00	70,155.72	11/15/2034
GNMA	635627	5.100	981,375.00	286,898.38	11/15/2034
GNMA	635613	4.750	11,445,722.00	1,757,486.38	8/15/2034
GNMA	635614	4.490	930,034.00	62,867.38	1/15/2034
GNMA	635615	4.350	9,301,885.00	2,916,917.41	8/15/2034
GNMA	635616	4.550	5,718,527.00	982,573.43	8/15/2034
GNMA	635686	4.600	330,245.00	72,933.95	9/15/2034
GNMA	635687	4.800	560,014.00	146,352.66	9/15/2034
GNMA	635688	5.000	768,267.00	134,796.04	10/15/2034
GNMA	635670	4.350	263,318.00	104,308.82	8/15/2034
GNMA	635671	4.550	146,795.00	122,177.02	6/15/2034
GNMA	635672	4.600	516,393.00	58,910.07	9/15/2034
GNMA	635676	4.700	725,761.00	86,534.91	10/15/2034
GNMA	635677	4.900	691,006.00	350,060.76	10/15/2034
GNMA	635684	4.350	179,160.00	148,413.89	7/15/2034
GNMA	635710	4.750	561,187.00	99,275.28	8/15/2034
GNMA	635735	4.750	16,249,451.00	3,915,289.62	12/15/2033
GNMA	635736	4.600	5,035,619.00	1,258,838.92	10/15/2033
GNMA	635737	4.490	8,931,433.00	2,365,066.70	10/15/2033
GNMA	635784	4.700	291,853.00	128,316.64	10/15/2034
GNMA	635786	5.100	1,374,382.00	77,699.53	10/15/2034
GNMA	635791	4.600	274,130.00	45,876.21	10/15/2034
GNMA	635793	5.000	669,887.00	113,357.64	10/15/2034
GNMA	639407	4.750	4,258,619.00	806,016.89	7/15/2034
GNMA	639410	4.900	1,346,691.00	185,849.36	12/15/2034
GNMA	639411	4.700	1,036,826.00	406,290.65	11/15/2034
GNMA	639412	5.100	850,105.00	203,353.65	12/15/2034
GNMA	639580	4.900	88,900.00	75,155.90	1/15/2035
GNMA	639549	4.850	435,919.00	99,756.43	3/15/2035
GNMA	639550	4.750	395,479.00	222,456.86	3/15/2035
GNMA	639551	4.600	289,146.00	98,770.90	3/15/2035
GNMA	639552	4.350	498,025.00	232,805.04	3/15/2035
GNMA	639553	4.700	289,717.00	87,075.03	3/15/2035
GNMA	639563	5.100	62,033.00	47,902.16	10/15/2034
GNMA	639568	4.350	356,659.00	78,708.72	3/15/2035
GNMA	639581	4.500	102,459.00	86,198.06	1/15/2035
GNMA	639615	4.750	533,627.00	214,354.64	2/15/2035
GNMA	639616	4.500	808,550.00	322,868.49	2/15/2035
GNMA	639617	5.100	316,582.00	109,545.63	1/15/2035
GNMA	639618	4.700	151,935.00	128,407.69	2/15/2035
GNMA	639620	5.000	131,731.00	100,726.39	7/15/2034
GNMA	639658	4.900	255,464.00	136,846.09	2/15/2035
GNMA	639661	4.350	132,965.00	105,171.75	3/15/2035
GNMA	639744	4.700	1,037,910.00	266,369.88	12/15/2034
GNMA	639746	5.100	1,063,692.00	102,447.65	12/15/2034
GNMA	639756	4.750	1,207,151.00	209,595.95	1/15/2035
GNMA	639757	5.000	622,746.00	308,962.73	1/15/2035
GNMA	639834	4.500	1,261,598.00	247,957.06	1/15/2035
GNMA	639835	4.750	480,108.00	211,022.76	1/15/2035
GNMA	639850	4.900	1,086,254.00	66,037.07	1/15/2035
GNMA	639851	5.100	312,136.00	144,700.57	11/15/2034

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date	Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	639853	4.600	249,241.00	100,653.00	8/15/2034	GNMA	649608	4.700	1,077,296.00	194,159.87	9/20/2035
GNMA	639854	4.700	90,528.00	73,381.91	9/15/2034	GNMA	649578	5.250	320,040.00	150,149.75	10/20/2035
GNMA	639856	5.000	697,465.00	184,629.32	1/15/2035	GNMA	649654	4.450	417,188.00	188,792.21	9/20/2035
GNMA	639860	4.500	248,623.00	33,294.08	2/15/2035	GNMA	649675	4.950	325,485.00	70,640.64	10/20/2035
GNMA	643143	4.300	658,667.00	78,394.41	5/20/2035	GNMA	649684	4.700	388,582.00	241,529.33	10/20/2035
GNMA	644456	4.600	145,715.00	122,142.92	8/15/2034	GNMA	649685	4.750	266,246.00	105,878.45	9/20/2035
GNMA	644118	4.350	464,996.00	294,595.42	3/15/2035	GNMA	649692	4.950	480,173.00	109,200.38	10/20/2035
GNMA	644233	4.750	279,123.00	73,324.15	5/15/2035	GNMA	650678	4.900	1,033,783.00	163,145.48	11/20/2035
GNMA	644267	4.850	163,808.00	137,408.11	4/15/2035	GNMA	650679	5.150	268,086.00	131,157.14	11/20/2035
GNMA	644260	4.350	270,968.00	73,036.09	5/15/2035	GNMA	650680	4.450	496,437.00	179,954.91	10/20/2035
GNMA	644283	4.600	129,652.00	110,193.70	4/15/2035	GNMA	650787	5.000	93,326.00	81,062.94	10/20/2035
GNMA	644284	4.500	89,479.00	75,820.88	4/15/2035	GNMA	650788	4.700	63,107.00	52,577.41	10/20/2035
GNMA	645061	4.300	385,602.00	74,562.69	5/20/2035	GNMA	650439	4.750	84,098.00	72,358.12	9/20/2035
GNMA	645062	4.550	319,899.00	67,109.11	6/20/2035	GNMA	650442	5.150	305,582.00	60,607.68	12/20/2035
GNMA	645063	4.800	461,357.00	128,115.55	6/20/2035	GNMA	650417	4.750	200,432.00	81,578.08	12/20/2035
GNMA	645114	4.550	855,681.00	190,528.75	5/20/2035	GNMA	650418	5.000	104,345.00	90,655.19	11/20/2035
GNMA	645162	4.300	810,650.00	229,516.96	6/20/2035	GNMA	650566	4.700	440,323.00	74,965.26	9/20/2035
GNMA	645164	4.800	520,927.00	189,807.81	6/20/2035	GNMA	650567	4.450	287,353.00	86,074.78	11/20/2035
GNMA	645230	4.300	853,872.00	174,045.24	6/20/2035	GNMA	650569	4.750	292,135.00	144,163.21	10/20/2035
GNMA	645231	4.550	396,588.00	97,314.36	6/20/2035	GNMA	650597	4.900	304,698.00	261,489.94	11/20/2035
GNMA	645233	4.800	739,913.00	248,891.55	6/20/2035	GNMA	650578	5.000	92,075.00	79,749.69	10/20/2035
GNMA	645256	4.300	703,486.00	285,064.33	5/20/2035	GNMA	650579	4.650	551,877.00	80,548.85	11/20/2035
GNMA	647114	4.300	289,767.00	87,962.61	7/20/2035	GNMA	650580	5.150	418,237.00	103,702.49	11/20/2035
GNMA	647115	4.550	229,560.00	110,948.84	6/20/2035	GNMA	650635	4.750	338,841.00	123,274.97	11/20/2035
GNMA	647200	4.300	297,932.00	115,300.82	6/20/2035	GNMA	650826	4.900	636,038.00	254,663.23	12/20/2035
GNMA	646938	4.450	451,808.00	162,065.83	9/20/2035	GNMA	650821	4.650	872,742.00	178,303.90	12/20/2035
GNMA	646939	4.950	627,168.00	265,897.32	9/20/2035	GNMA	650858	5.150	460,385.00	166,716.99	1/20/2036
GNMA	646960	4.700	441,266.00	223,567.13	8/20/2035	GNMA	652262	4.950	129,773.00	111,856.75	7/20/2035
GNMA	647006	4.700	436,279.00	163,220.17	8/20/2035	GNMA	652320	4.700	88,685.00	76,450.10	9/20/2035
GNMA	647043	4.800	460,855.00	145,674.24	7/20/2035	GNMA	652321	4.750	111,393.00	93,773.04	11/20/2035
GNMA	647045	4.300	420,005.00	210,012.06	6/20/2035	GNMA	652325	5.150	150,868.00	130,978.23	12/20/2035
GNMA	647046	4.550	456,513.00	73,491.02	7/20/2035	GNMA	652331	5.000	433,368.00	156,589.24	1/20/2036
GNMA	647201	4.800	447,417.00	194,678.96	8/20/2035	GNMA	652332	5.250	471,482.00	130,767.41	1/20/2036
GNMA	647202	4.450	1,951,978.00	954,150.49	8/20/2035	GNMA	652380	4.850	646,292.00	115,192.32	2/20/2036
GNMA	647203	4.700	1,974,052.00	313,264.76	8/20/2035	GNMA	652381	5.100	593,101.00	425,831.12	2/20/2036
GNMA	647204	4.950	2,520,578.00	791,894.33	8/20/2035	GNMA	652386	4.900	426,769.00	74,764.21	1/20/2036
GNMA	647205	4.950	947,700.00	159,065.14	8/20/2035	GNMA	652429	4.450	412,065.00	112,218.17	12/20/2035
GNMA	647206	4.700	1,301,583.00	153,368.39	7/20/2035	GNMA	652431	4.550	184,021.00	157,283.96	6/20/2035
GNMA	647207	4.450	1,166,189.00	211,695.99	7/20/2035	GNMA	652462	5.100	246,203.00	215,031.86	1/20/2036
GNMA	648874	4.450	249,963.00	214,080.95	10/15/2035	GNMA	652463	5.350	103,377.00	90,909.00	2/20/2036
GNMA	648757	4.850	186,475.00	82,182.96	8/15/2035	GNMA	652464	4.950	186,889.00	162,669.93	12/20/2035
GNMA	649560	4.450	330,813.00	53,955.86	10/20/2035	GNMA	652465	4.850	346,999.00	193,141.06	2/20/2036
GNMA	649565	4.950	240,314.00	45,744.70	8/20/2035	GNMA	652458	4.450	115,588.00	98,908.34	9/20/2035
GNMA	649566	4.700	325,316.00	165,262.34	9/20/2035	GNMA	652620	4.900	93,984.00	82,054.43	12/20/2035
GNMA	649606	4.450	445,571.00	341,700.21	8/20/2035	GNMA	652657	5.250	1,651,181.00	312,909.47	5/20/2036
GNMA	649607	4.450	646,929.00	156,390.97	9/20/2035	GNMA	652658	5.000	798,284.00	601,069.23	5/20/2036

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	652656	4.750	441,525.00	177,182.41	5/20/2036
GNMA	654288	5.000	108,666.00	95,043.31	1/20/2036
GNMA	654325	4.750	502,960.00	161,798.07	4/20/2036
GNMA	654326	5.250	448,453.00	259,483.46	4/20/2036
GNMA	654351	5.000	750,430.00	579,446.49	5/20/2036
GNMA	654084	4.850	708,865.00	191,506.96	2/20/2036
GNMA	654085	4.650	275,627.00	234,352.34	12/20/2035
GNMA	654153	4.450	166,607.00	143,329.38	10/20/2035
GNMA	654154	5.350	244,113.00	89,392.76	2/20/2036
GNMA	654174	5.000	65,746.00	57,263.68	1/20/2036
GNMA	654176	4.650	206,110.00	177,326.44	1/20/2036
GNMA	654177	5.150	107,533.00	94,225.74	12/20/2035
GNMA	654227	4.750	723,992.00	76,180.35	4/20/2036
GNMA	654228	4.950	342,115.00	85,960.14	6/20/2035
GNMA	654261	5.250	804,777.00	328,347.84	4/20/2036
GNMA	654259	4.850	425,323.00	98,129.64	3/20/2036
GNMA	654260	5.000	658,400.00	223,485.45	4/20/2036
GNMA	656076	4.750	100,683.00	87,891.52	5/20/2036
GNMA	656094	5.250	447,217.00	106,600.04	5/20/2036
GNMA	656095	5.125	1,072,736.00	221,189.67	7/20/2036
GNMA	656096	5.375	487,196.00	207,885.28	6/20/2036
GNMA	656097	5.125	542,052.00	85,951.36	7/20/2036
GNMA	656099	5.000	284,255.00	83,143.59	6/20/2036
GNMA	656130	4.750	373,400.00	311,109.55	7/20/2036
GNMA	655789	4.750	803,566.00	233,661.27	6/20/2036
GNMA	655790	5.000	1,472,212.00	290,364.65	5/20/2036
GNMA	655791	5.250	720,302.00	171,638.17	6/20/2036
GNMA	655798	5.350	77,070.00	67,895.12	3/20/2036
GNMA	655837	5.000	784,003.00	176,408.84	6/20/2036
GNMA	655838	5.250	254,573.00	91,629.62	5/20/2036
GNMA	655871	4.750	283,175.00	143,200.95	5/20/2036
GNMA	655895	4.750	321,252.00	95,321.16	5/20/2036
GNMA	655938	5.250	190,890.00	82,964.06	7/20/2036
GNMA	655990	5.125	301,655.00	109,613.22	6/20/2036
GNMA	655992	4.875	688,090.00	135,922.03	7/20/2036
GNMA	655993	5.125	822,307.00	492,639.39	7/20/2036
GNMA	655994	5.375	1,236,152.00	293,910.80	7/20/2036
GNMA	655995	4.950	118,486.00	103,616.76	11/20/2035
GNMA	659766	4.875	328,911.00	49,868.31	8/20/2036
GNMA	659767	5.125	999,383.00	52,347.54	9/20/2036
GNMA	659768	5.375	358,922.00	141,385.25	8/20/2036
GNMA	659769	5.125	190,465.00	169,069.31	9/20/2036
GNMA	659770	5.375	258,947.00	152,010.96	9/20/2036
GNMA	659771	5.125	1,381,336.00	309,131.28	10/20/2036
GNMA	659772	5.375	543,401.00	100,812.82	9/20/2036
GNMA	659773	5.625	1,067,112.00	91,246.75	9/20/2036

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	659774	5.125	989,715.00	430,092.62	9/20/2036
GNMA	659775	5.375	544,004.00	199,948.97	10/20/2036
GNMA	659776	5.625	720,917.00	208,518.51	10/20/2036
GNMA	659360	5.250	331,007.00	173,456.72	6/20/2036
GNMA	659363	4.875	408,740.00	128,406.79	7/20/2036
GNMA	659364	4.750	304,454.00	91,672.44	5/20/2036
GNMA	659365	5.125	764,732.00	302,027.89	8/20/2036
GNMA	659366	5.000	262,818.00	98,414.11	6/20/2036
GNMA	659444	4.875	276,212.00	116,664.59	8/20/2036
GNMA	659425	5.125	349,680.00	106,085.65	7/20/2036
GNMA	659426	5.375	1,338,974.00	288,734.03	8/20/2036
GNMA	659427	5.125	897,268.00	354,041.55	8/20/2036
GNMA	659445	4.875	689,475.00	369,192.50	8/20/2036
GNMA	659450	5.375	1,084,599.00	154,028.26	9/20/2036
GNMA	659504	5.250	657,679.00	107,704.35	8/20/2036
GNMA	659505	5.375	655,505.00	197,357.90	8/20/2036
GNMA	659506	5.125	480,589.00	207,556.99	8/20/2036
GNMA	659507	4.750	54,087.00	47,461.65	8/20/2036
GNMA	659508	4.850	201,075.00	85,120.10	2/20/2036
GNMA	659510	5.375	198,676.00	176,817.97	8/20/2036
GNMA	659562	4.875	339,911.00	140,245.99	9/20/2036
GNMA	661474	5.375	720,259.00	120,658.43	9/20/2036
GNMA	661475	5.125	742,247.00	302,430.81	11/20/2036
GNMA	661477	5.625	1,789,240.00	552,586.56	11/20/2036
GNMA	661256	5.625	1,589,698.00	466,572.02	10/20/2036
GNMA	661301	4.875	666,852.00	444,502.94	9/20/2036
GNMA	661302	5.125	706,346.00	268,378.35	10/20/2036
GNMA	661303	4.875	724,623.00	78,220.72	9/20/2036
GNMA	661304	5.125	1,802,165.00	470,781.69	11/20/2036
GNMA	661305	5.375	2,304,855.00	457,882.28	11/20/2036
GNMA	661374	5.000	272,752.00	151,029.37	6/20/2036
GNMA	661377	5.125	1,030,173.00	374,371.36	11/20/2036
GNMA	661405	5.375	776,814.00	149,013.52	11/20/2036
GNMA	661677	4.875	66,939.00	58,412.19	6/20/2036
GNMA	661683	4.875	1,340,800.00	605,355.49	12/20/2036
GNMA	661684	5.125	1,492,799.00	346,488.36	12/20/2036
GNMA	661685	5.375	1,084,413.00	389,892.77	12/20/2036
GNMA	663494	5.625	293,577.00	108,356.60	12/20/2036
GNMA	663495	5.125	622,400.00	78,678.94	12/20/2036
GNMA	663496	5.125	225,622.00	201,218.01	12/20/2036
GNMA	663497	4.875	657,519.00	80,133.15	12/20/2036
GNMA	663498	5.375	454,152.00	200,847.09	12/20/2036
GNMA	663499	5.250	75,089.00	66,981.15	9/20/2036
GNMA	663544	5.375	515,313.00	149,601.07	11/20/2036
GNMA	663548	4.875	516,525.00	279,310.66	1/20/2037
GNMA	663642	5.125	1,332,012.00	233,893.27	1/20/2037

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date	Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	663643	5.375	807,353.00	232,814.69	1/20/2037	GNMA	674769	5.250	1,872,994.00	782,321.49	6/20/2037
GNMA	663644	4.875	356,790.00	217,632.12	12/20/2036	GNMA	674750	5.250	116,178.00	105,002.94	4/20/2037
GNMA	663700	5.375	242,000.00	115,619.38	10/20/2036	GNMA	674751	4.750	412,070.00	153,009.74	5/20/2037
GNMA	663701	4.875	717,633.00	306,670.43	1/20/2037	GNMA	674752	5.250	408,229.00	155,242.89	8/20/2037
GNMA	663703	5.375	677,238.00	57,429.31	2/20/2037	GNMA	674753	5.500	250,102.00	227,339.81	7/20/2037
GNMA	663704	4.875	125,497.00	109,194.77	11/20/2036	GNMA	674754	5.250	418,572.00	96,423.12	7/20/2037
GNMA	663705	5.125	1,593,195.00	100,100.91	1/20/2037	GNMA	674765	4.750	3,237,382.00	921,296.02	7/20/2037
GNMA	663745	5.375	805,983.00	103,331.93	2/20/2037	GNMA	674766	5.000	1,751,734.00	247,097.60	5/20/2037
GNMA	663746	4.875	528,494.00	130,363.75	1/20/2037	GNMA	674768	5.000	138,363.00	124,604.46	5/20/2037
GNMA	663747	5.125	166,833.00	148,959.87	11/20/2036	GNMA	674865	5.500	140,013.00	127,143.29	5/20/2037
GNMA	663748	5.375	339,900.00	165,841.22	10/20/2036	GNMA	674863	5.000	423,198.00	375,386.85	6/20/2037
GNMA	663741	5.625	343,817.00	127,660.16	9/20/2036	GNMA	674864	5.250	168,086.00	152,269.67	6/20/2037
GNMA	663743	5.375	1,294,990.00	162,903.47	1/20/2037	GNMA	674892	5.000	102,130.00	85,464.03	5/20/2037
GNMA	663744	4.875	722,986.00	110,372.37	2/20/2037	GNMA	677717	5.000	389,344.00	62,980.03	10/20/2037
GNMA	666687	5.375	559,131.00	279,351.62	9/20/2036	GNMA	677718	5.250	468,638.00	313,271.05	9/20/2037
GNMA	666688	5.375	676,255.00	219,336.27	9/20/2036	GNMA	677719	5.000	642,673.00	190,631.70	6/20/2037
GNMA	666689	5.125	717,203.00	289,851.22	2/20/2037	GNMA	677721	5.500	656,593.00	149,894.99	6/20/2037
GNMA	666722	4.875	1,145,113.00	89,529.16	3/20/2037	GNMA	677722	5.750	126,689.00	115,980.88	9/20/2037
GNMA	668451	5.125	391,694.00	126,508.40	10/20/2036	GNMA	677791	5.500	118,242.00	106,532.98	8/20/2037
GNMA	668455	4.875	639,380.00	97,044.48	3/20/2037	GNMA	677797	5.000	163,076.00	147,432.79	8/20/2037
GNMA	668456	5.125	682,029.00	167,123.77	3/20/2037	GNMA	677630	4.750	325,717.00	202,616.74	10/20/2037
GNMA	668459	5.125	296,052.00	264,125.54	12/20/2036	GNMA	681043	5.000	124,155.00	112,454.34	7/20/2037
GNMA	668503	4.875	562,535.00	307,288.57	12/20/2036	GNMA	681036	5.250	331,587.00	179,684.49	6/20/2037
GNMA	668504	5.125	737,307.00	113,209.58	3/20/2037	GNMA	682784	5.000	409,708.00	158,852.81	8/20/2037
GNMA	669169	4.875	944,111.00	623,170.11	8/20/2036	GNMA	682837	6.000	450,625.00	252,441.05	10/20/2037
GNMA	669170	4.750	2,693,627.00	718,224.05	4/20/2037	GNMA	682852	5.000	173,442.00	154,611.36	5/20/2037
GNMA	669171	5.000	2,755,127.00	969,099.08	4/20/2037	GNMA	682883	5.250	517,928.00	345,848.24	10/20/2037
GNMA	669172	5.250	2,769,886.00	395,383.12	4/20/2037	GNMA	684936	5.500	795,256.00	164,911.08	12/20/2037
GNMA	669230	4.875	350,626.00	107,624.20	7/20/2036	GNMA	684391	4.750	640,446.00	116,927.48	6/20/2037
GNMA	669231	4.875	84,724.00	61,065.73	6/20/2036	GNMA	684392	6.000	110,213.00	101,746.04	11/20/2037
GNMA	669233	5.125	665,943.00	238,145.04	12/20/2036	GNMA	684400	6.000	154,389.00	142,537.44	12/20/2037
GNMA	669240	4.750	854,256.00	273,367.98	4/20/2037	GNMA	684412	5.500	104,332.00	95,585.99	8/20/2037
GNMA	669320	4.875	510,381.00	151,364.56	4/20/2037	GNMA	684565	5.500	735,885.00	131,199.79	1/20/2038
GNMA	669322	5.000	709,920.00	344,891.14	4/20/2037	GNMA	684825	5.375	210,604.00	113,947.01	4/20/2038
GNMA	671375	5.000	462,342.00	132,551.11	4/20/2037	GNMA	685043	5.750	108,300.00	99,940.97	3/20/2038
GNMA	671554	5.375	181,592.00	162,932.68	7/20/2036	GNMA	691172	5.250	468,273.00	169,476.08	4/20/2038
GNMA	671605	4.750	496,060.00	212,537.41	4/20/2037	GNMA	691173	5.500	266,869.00	94,690.04	5/20/2038
GNMA	671608	4.875	140,475.00	124,785.22	8/20/2036	GNMA	691078	5.125	81,717.00	75,048.45	6/20/2038
GNMA	671697	5.000	624,290.00	265,325.78	7/20/2037	GNMA	691079	5.750	213,852.00	92,600.68	5/20/2038
GNMA	671698	5.250	939,057.00	356,687.35	6/20/2037	GNMA	691080	5.375	229,574.00	138,370.86	4/20/2038
GNMA	671703	4.750	540,013.00	156,624.70	4/20/2037	GNMA	696648	5.250	90,614.00	83,192.45	8/20/2038
GNMA	671772	5.500	538,813.00	84,741.79	7/20/2037	GNMA	696657	5.500	140,029.00	127,287.81	6/20/2038
GNMA	671773	4.750	268,076.00	134,528.52	6/20/2037	GNMA	696946	5.500	266,868.00	84,741.51	8/20/2038
GNMA	671775	5.000	235,660.00	211,869.37	4/20/2037	GNMA	698885	5.250	688,205.00	234,950.47	9/20/2038
GNMA	674614	4.750	700,242.00	249,054.76	5/20/2037	GNMA	698886	5.500	1,331,628.00	414,357.82	9/20/2038
GNMA	674615	5.000	254,355.00	83,703.86	9/20/2037	GNMA	699008	5.500	436,537.00	118,016.94	9/20/2038

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	699010	5.500	540,604.00	107,179.53	9/20/2038
GNMA	699180	5.250	1,088,967.00	240,535.19	9/20/2038
GNMA	699181	5.500	1,134,833.00	155,296.62	9/20/2038
GNMA	699210	5.500	410,926.00	163,642.32	9/20/2038
GNMA	700448	5.750	482,420.00	102,680.80	9/20/2038
GNMA	700450	5.250	678,946.00	87,184.99	9/20/2038
GNMA	700583	5.250	863,271.00	372,226.52	9/20/2038
GNMA	700584	5.500	789,940.00	354,049.45	9/20/2038
GNMA	700585	5.750	536,051.00	114,785.28	9/20/2038
GNMA	700586	5.750	1,076,681.00	157,553.02	10/20/2038
GNMA	700665	5.750	721,765.00	105,501.55	10/20/2038
GNMA	700675	5.500	424,310.00	200,966.20	10/20/2038
GNMA	700676	5.500	373,050.00	346,470.32	9/20/2038
GNMA	700702	5.500	570,974.00	220,496.46	10/20/2038
GNMA	700859	5.250	155,122.00	141,191.78	9/20/2038
GNMA	700860	5.500	205,040.00	71,792.09	10/20/2038
GNMA	700862	5.500	610,531.00	210,247.50	10/20/2038
GNMA	700863	6.000	112,730.00	105,350.38	11/20/2038
GNMA	703813	5.500	460,780.00	231,539.39	9/20/2038
GNMA	703814	5.500	364,709.00	131,082.98	11/20/2038
GNMA	703863	5.500	893,115.00	260,856.90	11/20/2038
GNMA	703864	5.750	813,950.00	455,326.75	11/20/2038
GNMA	703729	5.500	175,318.00	161,680.11	10/20/2038
GNMA	703730	5.500	592,860.00	215,190.33	11/20/2038
GNMA	703731	5.750	853,716.00	189,749.77	11/20/2038
GNMA	703727	5.750	127,388.00	118,847.83	10/20/2038
GNMA	703728	5.500	434,692.00	114,565.81	10/20/2038
GNMA	703957	5.500	795,853.00	146,282.17	11/20/2038
GNMA	703958	5.750	1,160,207.00	128,207.39	11/20/2038
GNMA	703960	5.750	163,941.00	153,097.32	10/20/2038
GNMA	703934	5.500	998,601.00	485,569.29	12/20/2038
GNMA	703953	5.250	151,327.00	139,661.35	9/20/2038
GNMA	703956	5.750	468,944.00	180,856.26	11/20/2038
GNMA	704085	5.500	145,856.00	135,397.53	11/20/2038
GNMA	704117	5.750	1,348,573.00	209,176.28	12/20/2038
GNMA	706030	5.500	382,189.00	221,173.19	4/20/2039
GNMA	706077	5.500	625,318.00	99,456.85	1/20/2039
GNMA	706078	5.750	352,683.00	329,991.70	2/20/2039
GNMA	706079	5.750	126,202.00	118,219.37	1/20/2039
GNMA	706104	5.750	1,044,182.00	85,542.51	2/20/2039
GNMA	706105	6.000	131,148.00	123,205.63	1/20/2039
GNMA	706106	5.500	255,939.00	135,644.00	1/20/2039
GNMA	706144	5.500	450,627.00	90,654.41	2/20/2039
GNMA	706145	5.750	484,577.00	453,368.90	1/20/2039
GNMA	706121	5.500	666,228.00	85,657.06	2/20/2039
GNMA	706174	5.750	370,735.00	343,584.71	3/20/2039

Type of MBS	Pool Number	Pass-Through Interest Rate (%)	Original Par Amount	Par Amount Outstanding	Maturity Date
GNMA	706180	5.500	897,583.00	376,758.64	3/20/2039
GNMA	706161	5.500	693,104.00	100,307.94	2/20/2039
GNMA	706162	5.750	464,494.00	170,663.72	2/20/2039
GNMA	706170	5.500	622,156.00	195,148.87	3/20/2039
GNMA	706181	5.750	379,047.00	226,505.57	3/20/2039
GNMA	706197	6.000	333,239.00	244,796.12	3/20/2039
GNMA	706198	5.500	407,249.00	124,311.49	4/20/2039
GNMA	706249	6.000	426,631.00	218,243.24	10/20/2038
GNMA	706250	5.750	1,689,012.00	432,512.91	12/20/2038
GNMA	706251	5.250	338,031.00	153,705.98	10/20/2038
GNMA	706308	5.500	1,215,149.00	525,571.82	12/20/2038
GNMA	706309	5.750	1,166,099.00	65,966.59	1/20/2039
GNMA	706375	5.750	1,502,329.00	643,084.50	1/20/2039
GNMA	706377	6.000	529,570.00	358,052.60	1/20/2039
GNMA	706429	5.500	2,213,918.00	341,400.61	1/20/2039
GNMA	706430	5.750	1,973,585.00	444,975.71	1/20/2039
GNMA	706432	5.500	165,645.00	154,736.12	1/20/2039
GNMA II	AA4783	3.750	1,655,121.00	1,584,348.47	8/20/2042
GNMA II	AA4785	4.000	733,656.00	719,576.76	9/20/2042
GNMA II	AA4788	3.500	278,351.00	272,080.68	9/20/2042
GNMA II	AA4790	4.000	127,581.00	125,000.51	8/20/2042
GNMA II	AA4796	3.500	275,714.00	270,250.36	10/20/2042
GNMA II	AA4798	4.000	125,342.00	123,119.86	9/20/2042
GNMA II	AB7998	2.000	790,302.00	773,094.38	12/20/2042
GNMA II	AB7999	3.500	177,064.00	173,482.07	11/20/2042
GNMA II	AB8000	3.750	272,755.00	268,408.55	11/20/2042
GNMA II	AB8001	4.000	91,079.00	89,290.59	9/20/2042
		Total GNMA:	**$971,817,019.00**	**$184,384,389.57**	
		Grand Total:	**$1,626,416,100.00**	**$385,781,567.28**	

Table F-6
Washington State Housing Finance Commission Single-Family Program Bonds
Outstanding "Call-Restricted" Bonds by Coupon - Ranked Highest to Lowest
(Principal Amounts as of December 1, 2013*)

The Series Indentures generally limit the circumstances under which (i) the Bonds identified below as "lockout" bonds can be redeemed pursuant to optional redemptions and revenue fund redemptions before the respective "Call Dates" specified in the table, and (ii) the Bonds identified below as "PAC" bonds can be redeemed pursuant to optional redemptions and revenue fund redemptions before the respective "priority amortization balances" for such Bonds reduces to $0. The Bonds listed in the table may be subject to certain types of redemption notwithstanding such limitations, including unexpended proceeds redemptions, mandatory sinking fund redemptions, and redemptions necessary to preserve the tax-exempt status of such Bonds. Investors should consult the applicable Series Indentures for the specific redemption provisions applicable to the Bonds listed in the following table.

Series	Outstanding Par Amount	Coupon	Maturity	Type of Bond	Call Date
2006 Series 6A	$ 2,880,000	5.75%	12/1/2037	PAC	
2007 Series 4T	4,645,000	5.63	12/1/2042	Taxable PAC	
2005 Series 5A	480,000	5.50	12/1/2035	PAC	
2007 Series 1A	1,185,000	5.50	6/1/2038	PAC	
2005 Series 4A	4,035,000	5.25	6/1/2035	PAC	
2006 Series 2A	1,290,000	5.25	12/1/2036	PAC	
2007 Series 5A	13,815,000	5.20	12/1/2047	Lockout (1)	6/1/2017
2006 Series 2A	11,750,000	4.90	12/1/2037	Lockout (2)	6/1/2015
2010 Series 1A-R	4,435,000	4.50	6/1/2032	PAC	
2009 Series 2N	3,275,000	4.40	6/1/2040	PAC	
2004 Series 4A (3)	85,000	4.25	12/1/2025	PAC	
2013 Series 1N	10,940,000	3.00	6/1/2043	PAC	
TOTAL:	**$ 58,815,000**				
Table F-7 Total:	**$351,795,000**				
GRAND TOTAL:	**$410,610,000**				

(1) Lockout until 6/1/2017 only from revenue fund redemptions (unless necessary to preserve tax exemption).
(2) Lockout until 6/1/2015 only from revenue fund redemptions (unless necessary to preserve tax exemption).
(3) To be refunded with proceeds of the 2014 Series 1 Bonds.

* Accounts for redemptions occurring on such date.

Table F-7

Washington State Housing Finance Commission Single-Family Program Bonds
Outstanding Bonds by Coupon-Ranked Highest to Lowest
(Principal Amounts as of December 1, 2013*)

Series	Par Amount Outstanding	Cumulative Total	Coupon	Maturity
2005 2A VR	$10,000,000	$10,000,000	Var	6/1/2036
2008 1A-VR	8,810,000	18,810,000	Var	6/1/2039
2008 VR 2-N	7,295,000	26,105,000	Var	6/1/2039
2009 VR 1N	6,000,000	32,105,000	Var	6/1/2039
2007 3A	10,100,000	42,205,000	4.90	12/1/2038
2007 4A	7,590,000	49,795,000	4.90	12/1/2038
2006 1A	12,795,000	62,590,000	4.85	12/1/2025
2006 5A	12,170,000	74,760,000	4.85	12/1/2031
2007 3A	10,275,000	85,035,000	4.85	12/1/2032
2007 4A	5,705,000	90,740,000	4.85	12/1/2032
2010 1A-R	2,640,000	93,380,000	4.85	6/1/2028
2004 1A (1)	4,695,000	98,075,000	4.80	12/1/2029
2005 4A	5,755,000	103,830,000	4.80	12/1/2035
2006 2A	6,230,000	110,060,000	4.80	12/1/2021
2006 3A	4,625,000	114,685,000	4.80	12/1/2021
2007 3A	6,390,000	121,075,000	4.80	12/1/2027
2007 4A	3,515,000	124,590,000	4.80	12/1/2027
2004 1A (1)	5,315,000	129,905,000	4.75	12/1/2024
2005 2A	5,280,000	135,185,000	4.75	12/1/2035
2006 5A	5,770,000	140,955,000	4.75	12/1/2026
2006 6A	2,535,000	143,490,000	4.75	12/1/2031
2007 1A	700,000	144,190,000	4.75	6/1/2038
2007 1A	12,820,000	157,010,000	4.75	12/1/2031
2007 2A	12,085,000	169,095,000	4.75	6/1/2048
2006 5A	5,000,000	174,095,000	4.75	12/1/2037
2008 1A	720,000	174,815,000	4.75	12/1/2018
2004 4A (1)	4,290,000	179,105,000	4.70	12/1/2030
2005 3A	10,360,000	189,465,000	4.70	6/1/2036
2006 4A	2,125,000	191,590,000	4.70	12/1/2015
2006 6A	10,885,000	202,475,000	4.70	12/1/2027
2007 2A	14,310,000	216,785,000	4.70	12/1/2038
2009 2N	7,185,000	223,970,000	4.70	6/1/2036
2006 2A	480,000	224,450,000	4.65	6/1/2014
2006 2A	495,000	224,945,000	4.65	12/1/2014
2007 1A	5,005,000	229,950,000	4.65	12/1/2024
2007 2A	10,325,000	240,275,000	4.65	12/1/2032
2005 1A	5,275,000	245,550,000	4.60	12/1/2030
2007 1A	2,910,000	248,460,000	4.60	12/1/2021
2007 2A	7,815,000	256,275,000	4.60	12/1/2027
2007 5A	195,000	256,470,000	4.60	12/1/2017
2010 1N	5,000,000	261,470,000	4.60	12/1/2035
2005 5A	195,000	261,665,000	4.55	12/1/2014
2006 6A	1,485,000	263,150,000	4.55	12/1/2021
2006 3A	525,000	263,675,000	4.50	6/1/2014
2006 3A	540,000	264,215,000	4.50	12/1/2014
2007 2A	1,245,000	265,460,000	4.50	12/1/2021
2009 2N	3,485,000	268,945,000	4.50	12/1/2029
2004 4A (1)	1,320,000	270,265,000	4.40	12/1/2021
2007 3A	1,240,000	271,505,000	4.38	12/1/2016
2005 2A	280,000	271,785,000	4.35	6/1/2015
2006 5A	2,675,000	274,460,000	4.35	12/1/2016
2005 1A	1,490,000	275,950,000	4.30	12/1/2021
2006 6A	2,510,000	278,460,000	4.30	12/1/2016
2007 1A	2,895,000	281,355,000	4.30	12/1/2016
2007 2A	1,255,000	282,610,000	4.30	12/1/2016
2005 2A	275,000	282,885,000	4.25	6/1/2014
2007 5A	180,000	283,065,000	4.25	6/1/2014
2007 5A	185,000	283,250,000	4.25	12/1/2014
2009 2N	1,825,000	285,075,000	4.20	12/1/2025
2010 1A-R	630,000	285,705,000	4.20	6/1/2021
2010 1A-R	650,000	286,355,000	4.20	12/1/2021
2004 1N (1)	105,000	286,460,000	4.10	6/1/2015
2004 1N (1)	500,000	286,960,000	4.00	12/1/2014
2004 1N (1)	515,000	287,475,000	4.00	6/1/2014
2005 1N	1,530,000	289,005,000	4.00	6/1/2017
2010 1A-R	570,000	289,575,000	4.00	6/1/2020
2010 1A-R	585,000	290,160,000	4.00	12/1/2020
2004 4A (1)	1,060,000	291,220,000	3.95	12/1/2015
2008 2N	315,000	291,535,000	3.95	6/1/2015
2007 4N	240,000	291,775,000	3.90	6/1/2015
2007 4N	210,000	291,985,000	3.85	6/1/2014
2007 4N	230,000	292,215,000	3.85	12/1/2014
2010 1A-R	545,000	292,760,000	3.85	6/1/2019
2010 1A-R	560,000	293,320,000	3.85	12/1/2019
2008 2N	300,000	293,620,000	3.80	6/1/2014
2008 2N	305,000	293,925,000	3.80	12/1/2014
2013 1N	6,290,000	300,215,000	3.80	12/1/2037
2009 2N	290,000	300,505,000	3.70	6/1/2020
2009 2N	295,000	300,800,000	3.70	12/1/2020
2010 1A-R	150,000	300,950,000	3.65	6/1/2018
2009 2N	275,000	301,225,000	3.55	6/1/2019
2009 2N	285,000	301,510,000	3.55	12/1/2019
2013 1A-R	920,000	302,430,000	3.55	6/1/2026
2009 1N	185,000	302,615,000	3.50	6/1/2015
2009 1N	190,000	302,805,000	3.50	12/1/2015
2013 1N	14,110,000	316,915,000	3.50	12/1/2033
2013 1A-R	1,095,000	318,010,000	3.45	6/1/2025
2013 1A-R	1,120,000	319,130,000	3.45	12/1/2025
2009 2N	260,000	319,390,000	3.40	6/1/2018
2009 2N	265,000	319,655,000	3.40	12/1/2018
2010 1A-R	45,000	319,700,000	3.40	12/1/2017
2010 1A-R	45,000	319,745,000	3.35	6/1/2017
2009 1N	175,000	319,920,000	3.30	12/1/2014
2013 1A-R	1,050,000	320,970,000	3.30	6/1/2024
2013 1A-R	1,075,000	322,045,000	3.30	12/1/2024
2009 1N	175,000	322,220,000	3.25	6/1/2014
2013 1N	6,300,000	328,520,000	3.20	12/1/2028

* Accounts for redemptions occurring on such date.
(1) To be refunded with proceeds of the 2014 Series 1 Bonds.

Series	Par Amount Outstanding	Cumulative Total	Coupon	Maturity
2009 2N	245,000	328,765,000	3.15	6/1/2017
2013 1A-R	1,015,000	329,780,000	3.15	6/1/2023
2013 1A-R	1,030,000	330,810,000	3.15	12/1/2023
2010 1A-R	35,000	330,845,000	3.05	12/1/2016
2013 1A-R	970,000	331,815,000	3.05	6/1/2022
2013 1A-R	985,000	332,800,000	3.05	12/1/2022
2010 1A-R	35,000	332,835,000	3.00	6/1/2016
2009 2N	235,000	333,070,000	2.90	6/1/2016
2009 2N	245,000	333,315,000	2.90	12/1/2016
2013 1A-R	930,000	334,245,000	2.90	6/1/2021
2013 1A-R	950,000	335,195,000	2.90	12/1/2021
2010 1A-R	25,000	335,220,000	2.75	12/1/2015
2010 1A-R	25,000	335,245,000	2.70	6/1/2015
2010 1N-R	575,000	335,820,000	2.60	6/1/2017
2010 1N-R	585,000	336,405,000	2.60	12/1/2017
2013 1A-R	915,000	337,320,000	2.60	12/1/2020
2009 2N	225,000	337,545,000	2.55	6/1/2015
2009 2N	225,000	337,770,000	2.55	12/1/2015
2013 1A-R	895,000	338,665,000	2.55	6/1/2020
2013 1A-R	870,000	339,535,000	2.35	12/1/2019
2010 1N-R	560,000	340,095,000	2.30	6/1/2016
2010 1N-R	565,000	340,660,000	2.30	12/1/2016
2013 1A-R	860,000	341,520,000	2.30	6/1/2019
2009 2N	215,000	341,735,000	2.25	12/1/2014
2009 2N	210,000	341,945,000	2.20	6/1/2014
2013 1A-R	840,000	342,785,000	2.05	12/1/2018
2010 1N-R	540,000	343,325,000	2.00	6/1/2015
2010 1N-R	555,000	343,880,000	2.00	12/1/2015
2013 1A-R	820,000	344,700,000	1.95	6/1/2018
2013 1A-R	625,000	345,325,000	1.70	12/1/2017
2013 1A-R	795,000	346,120,000	1.60	6/1/2017
2010 1N-R	535,000	346,655,000	1.55	12/1/2014
2010 1N-R	535,000	347,190,000	1.45	6/1/2014
2013 1A-R	775,000	347,965,000	1.35	12/1/2016
2013 1A-R	130,000	348,095,000	1.25	6/1/2016
2013 1N-R	180,000	348,275,000	1.20	12/1/2017
2013 1A-R	540,000	348,815,000	0.90	6/1/2015
2013 1N-R	625,000	349,440,000	0.85	6/1/2016
2013 1A-R	720,000	350,160,000	0.70	12/1/2014
2013 1N-R	745,000	350,905,000	0.65	12/1/2015
2013 1A-R	700,000	351,605,000	0.60	6/1/2014
2013 1N-R	190,000	351,795,000	0.55	6/1/2015
Total:	**$351,795,000**			
Table F-6 Total:	**$ 58,815,000**			
Grand Total:	**$410,610,000**			

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APPENDIX G:
LENDERS PARTICIPATING IN PROGRAM

As of December 1, 2013

Academy Mortgage Corporation
Alaska USA Federal Credit Union
American Pacific Mortgage
  dba All Star Lending; Big River Mortgage; Freeman Lynch Financial; Options Financial; Mortgage Pro
AmericanWest Bank
Axia Financial, Inc.
  dba Liberty Lake Mortgage; Columbia Funding; Town Financial Services; TILA Mortgage
Banner Bank
Bay Equity
  dba Hometown Lending
Broker Solutions Inc
  dba New American Funding
CentralBanc Mortgage
Cherry Creek Mortgage Company
  dba Vancouver Mortgage
City First Mortgage Services
Colbalt Mortgage
Cornerstone Mortgage Company
  dba Cornerstone Home Lending
DHI Mortgage
Diamond Residential Mortgage
Directors Mortgage Inc.
Evergreen Moneysource
  dba Evergreen Home Loans
Fairway Independent Mortgage
First Choice Loan Services
First Continental Mortgage
  dba FCMC Lending Services; Community One Financial
First Priority Financial
  dba The Patterson Company; Lake Spokane Home Loans
First Security Bank of Washington
Glacier Bank
  Mountain West Bank, a Division of Glacier Bank
Global Advisory Group Inc.
  dba Mortgage Advisory Group
Global Credit Union
Guild Mortgage Company
  dba Northwest Mortgage Professionals; The Advisors; Liberty Financial Group; Crane Financial Group; First Patriot Mortgage
Homesight
HomeStreet Bank
  dba Windermere Mortgage Services
Intermountain Community Bank
  wholly owned subsidiary: Panhandle State Bank
Landover Mortgage, LLC
LeaderOne Financial
LPMC
  dba Landmark Professional Mortgage
M&T Bank
Mann Mortgage
  dba Home Loan Center; Life Mortgage; Skagit Valley Mortgage; Culbertson Mortgage; Westcorp Mortgage Group; Heritage Home Loans; Chimney Rock Mortgage
Mortgage Brokers Services
  dba Kiel Mortgage; Elliott Bay Mortgage; MBSI Lending
Mortgage Master Service Corporation
  dba Capital Financial Mortgage; Mortgage Master of Maple Valley; First Security Financial; The Loan Source; Savage Financial; Mortgage Partners; Plateau Financial Mortgage; US National Mortgage; Home Front Mortgage; Mortgage Lending Experts; Kirkland Mortgage Services; First Security Bank; Northwest Lending Group; Rainier Mortgage
Mortgage Research Center
  dba Veterans United Home Loans
Network Mortgage Services
Pacific Trust Bank
  dba Mission Hills Mortgage; Lenders Direct
Paramount Bond & Mortgage Company
  dba Paramount Mortgage Company
Paramount Equity Mortgage
Peoples Bank
Pinnacle Capital Mortgage
  dba Alpine Mortgage Planning; Greenstreet Mortgage Planning; Absolute Mortgage; Westside Home Mortgage: Bridge City Mortgage; Allied Home Mortgage; Romano Financial Group; Taylor Mortgage Loans; Pinnacle Mortgage Planning; The Lakeshore Group; Clearwater Mortgage Bankers; Atlas Mortgage; Premier Finance Group; Allied Home Lending; Red Hills Mortgage; Viking Mortgage; Cascade Pacific Home Loans; Cornerstone Lending Group; Hayden Home Mortgage; Puget Sound Capital; Cascade Mortgage
Premier Mortgage Resources
Primary Residential Mortgage
Prime Lending
Prospect Mortgage, LLC
  dba Bellevue Metro Mortgage; Canyon Park Mortgage; Global Home Mortgage; Lakeside Metro Mortgage; Seattle Metro Mortgage; Washington Metro Mortgage; Washington Metro Mortgage of Marysville
Pulte Mortgage
Republic Mortgage Home Loans
Sound Mortgage
South Pacific Financial Corporation
  dba North Pacific Financial Corporation
Stearns Lending
Sterling Savings Bank
Summit Funding Inc.
Summit Mortgage Corporation
The Bank of the Pacific
The Legacy Group
  dba Legacy Group Mortgage
U.S. Bank
Umpqua Bank
Universal American Mortgage
  wholly owned subsidiary: Eagle Home Mortgage
  jva NW Mortgage Alliance; Equity Home Mortgage
Wallick & Volk
Washington Trust Bank
Wells Fargo Home Mortgage
  dba Quadrant Homes; Wasatch Home Mortgage
  jva Family Home Mortgage; Response Mortgage Services, Inc.
Whidbey Island Bank
WJ Bradley

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