OFFICIAL STATEMENT DATED SEPTEMBER 20, 2007

NEW ISSUE—BOOK-ENTRY ONLY

Ratings: Notes: Aaa/MIG1
2007 Series 5A Bonds: Aaa
See "RATINGS" 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 2007 Series 5 Bonds is excluded from gross income of the owners thereof for purposes of federal income taxation, and (2) interest on the 2007 Series 5 Bonds is a specific preference item for purposes of the federal alternative minimum tax. See "TAX TREATMENT AND RELATED CONSIDERATIONS" herein for a discussion of certain provisions of the Code that may affect the tax treatment of interest on the 2007 Series 5 Bonds for certain owners.

WASHINGTON STATE HOUSING FINANCE COMMISSION
$30,005,000 Single-Family Program Notes, 2007 Series 5A-S (AMT)
$50,000,000 Single-Family Program Bonds, 2007 Series 5A (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 Notes, 2007 Series 5A-S (AMT) (the "Notes"), and its Single-Family Program Bonds, 2007 Series 5A (AMT) (the "2007 Series 5A Bonds" and, collectively with the Notes, the "2007 Series 5 Bonds").

The Notes are being issued to provide funds against which the Commission intends to make reservations for Mortgage Loans pending the refunding of the Notes and the issuance by the Commission of the long-term obligations to provide funds for the financing of such Mortgage Loans.

The 2007 Series 5A Bonds are being issued 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 2007 Series 5 Bonds will accrue interest from their respective dates of initial delivery, 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 December 1, 2007, and upon redemption.

The 2007 Series 5 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 2007 Series 5 Bonds. Individual purchases of the 2007 Series 5 Bonds will be made in the principal amount of $5,000 or any integral multiple thereof. Purchasers of the 2007 Series 5 Bonds will not receive actual certificates representing their interest in such Bonds. Both principal and interest 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 of the 2007 Series 5 Bonds. See Appendix C hereto for a description of DTC and its book-entry system.

The 2007 Series 5 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 2007 Series 5 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 2007 Series 5A Bonds before maturity. See "BONDHOLDER RISKS."

THE 2007 SERIES 5 BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION. PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE 2007 SERIES 5 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 2007 SERIES 5 BONDS.

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 2007 Series 5 Bonds are offered when, as, and if issued and accepted by the Underwriters, subject to the delivery of the opinions of K&L Preston Gates Ellis LLP, Seattle, Washington, General Counsel to the Commission and Bond Counsel, as to the validity of the 2007 Series 5 Bonds, and the delivery of the opinions of Kutak Rock LLP, Omaha, Nebraska, Special Tax Counsel to the Commission, as to the tax-exempt status of the 2007 Series 5 Bonds. Certain legal matters will be passed upon for the Underwriters by their counsel, Foster Pepper PLLC, Spokane, Washington. It is expected that the Notes will be available for delivery through DTC's facilities on or about October 4, 2007, and that the 2007 Series 5A Bonds will be available for delivery through DTC's facilities on or about October 25, 2007.

UBS Investment Bank [t]

A.G. Edwards **Merrill Lynch & Co.** **RBC Capital Markets**

[t] Sole underwriter for the Notes.

Single-Family Program Notes, 2007 Series 5A-S (AMT)

$30,005,000 Due on October 1, 2008 – Interest Rate 3.65% – Price: 100% – CUSIP: 93978THE2

Single-Family Program Bonds, 2007 Series 5A (AMT)

$2,055,000 Serial Bonds – Price: 100%

Maturity Dates	Principal Amounts	Interest Rates	CUSIP	Maturity Dates	Principal Amounts	Interest Rates	CUSIP
June 1, 2008	$ 40,000	3.70%	93978TGK9	December 1, 2011	$155,000	4.00%	93978TGS2
December 1, 2008	125,000	3.70	93978TGL7	June 1, 2012	160,000	4.05	93978TGT0
June 1, 2009	130,000	3.75	93978TGM5	December 1, 2012	165,000	4.10	93978TGU7
December 1, 2009	140,000	3.80	93978TGN3	June 1, 2013	170,000	4.20	93978TGV5
June 1, 2010	140,000	3.90	93978TGP8	December 1, 2013	175,000	4.20	93978TGW3
December 1, 2010	140,000	3.95	93978TGQ6	June 1, 2014	180,000	4.25	93978TGX1
June 1, 2011	150,000	4.00	93978TGR4	December 1, 2014	185,000	4.25	93978TGY9

$1,260,000 Term Bonds Due on December 1, 2017 – Interest Rate 4.60% – Price: 100% – CUSIP: 93978TGZ6
$4,060,000 Term Bonds Due on June 1, 2022 – Interest Rate 5.00% – Price: 100% – CUSIP: 93978THA0
$7,095,000 Term Bonds Due on December 1, 2027 – Interest Rate 5.10% – Price: 100% – CUSIP: 93978THB8
$21,715,000 Term Bonds Due on December 1, 2037 – Interest Rate 5.25% – Price: 100% – CUSIP: 93978THC6
$13,815,000 Term Bonds Due on December 1, 2047 – Interest Rate 5.20% – Price: 100% – CUSIP: 93978THD4

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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 2007 Series 5 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 in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of this transaction, but the Underwriters do not guarantee the accuracy or completeness of such information. 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.

The initial CUSIP numbers assigned to the 2007 Series 5 Bonds are included on the inside front cover of this Official Statement for the convenience of investors. No assurances can be given that the CUSIP numbers for the 2007 Series 5 Bonds will remain the same after the 2007 Series 5 Bonds are issued.

WASHINGTON STATE HOUSING FINANCE COMMISSION
$30,005,000 Single-Family Program Notes, 2007 Series 5A-S (AMT)
$50,000,000 Single-Family Program Bonds, 2007 Series 5A (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 Notes, 2007 Series 5A-S (AMT) (the "Notes") and its Single-Family Program Bonds, 2007 Series 5A (AMT) (the "2007 Series 5A Bonds," and, collectively with the Notes, the "2007 Series 5 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 2007 Series 5 Bonds are issued pursuant to chapter 43.180 Revised Code of Washington (the "Act"), under a General Trust Indenture dated as of May 1, 1995, as subsequently supplemented and amended (the "General Indenture"), between the Commission and Norwest Bank Minnesota, National Association, as trustee, and a Series Indenture dated as of October 1, 2007 (the "2007 Series 5 Indenture"), between the Commission and Wells Fargo Bank, National Association (the "Trustee"). See "THE TRUSTEE" herein. The 2007 Series 5 Indenture, the General Indenture and any other Series Indentures, and any amendments thereto, are collectively referred to herein as the "Indenture." Resolution No. 07-72, adopted by the Commission on March 22, 2007, authorizes the issuance of the 2007 Series 5 Bonds.

Security and Sources of Payment

Under the Indenture, the 2007 Series 5 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 2007 Series 5 Bonds, as well as Bonds that are subordinate to the 2007 Series 5 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 2007 SERIES 5 BONDS ARE LIMITED OBLIGATIONS OF THE COMMISSION. PAYMENT OF THE PRINCIPAL OF AND PREMIUM, IF ANY, AND INTEREST ON THE 2007 SERIES 5 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 2007 SERIES 5 BONDS. 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 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 amount 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, Business and IT Services.

Purpose

The Notes are being issued to provide funds against which the Commission intends to make reservations for Mortgage Loans pending the refunding of the Notes and the issuance by the Commission of long-term obligations to provide funds for the financing of such Mortgage Loans. The 2007 Series 5A Bonds are being issued by the Commission to make funds available 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 Single-Family Mortgage Program (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 (such as the Notes), are used by the Trustee to purchase from a qualified lending institution 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"). 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. 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. 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 PROGRAM—House Key Program" for more information regarding Mortgage Lenders.

THE 2007 SERIES 5 BONDS

Notes

The Notes will be dated as of their date of initial delivery, will be issued in denominations of $5,000, or any integral multiple thereof, and will bear interest from their dated date (or the most recent date to which interest has been paid thereon). Interest on each Note 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 December 1, 2007, and on the date such Note matures or is redeemed. The Notes will bear interest at the rate, and will mature on the date and in the aggregate principal amount set forth on the inside front cover of this Official Statement. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

2007 Series 5A Bonds

The 2007 Series 5A Bonds will be dated as of their date of initial delivery, will be issued in denominations of $5,000, or any integral multiple thereof, and will bear interest from their dated date (or the most recent date to which interest has been paid thereon). Interest on each 2007 Series 5A Bond 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 December 1, 2007, and on the respective date such 2007 Series 5A Bond matures or is redeemed. The 2007 Series 5A Bonds will bear interest at the rates, and will mature on the dates and in the aggregate principal amounts set forth on the inside front cover of this Official Statement. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Book-Entry System

The 2007 Series 5 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 2007 Series 5 Bonds. Purchasers of the 2007 Series 5 Bonds will not receive certificates representing their interest in such Bonds. Payments on the 2007 Series 5 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 2007 Series 5 Bonds. Beneficial ownership interests in the 2007 Series 5 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 2007 Series 5 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 2007 Series 5 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

Notes. The Notes may be redeemed prior to their stated maturity as a whole or in part on any date on and after April 1, 2008, at the option of the Commission, from any available money, at the price of par, together with accrued interest to the redemption date.

2007 Series 5A Bonds. To the extent not otherwise redeemed pursuant to another redemption provision described under this heading, the 2007 Series 5A Bonds may be redeemed prior to their stated maturities as a whole or in part on any date on and after June 1, 2017, 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. In conjunction with an optional redemption, the Commission has the right to direct the Trustee to sell Eligible Collateral. However, if any Bonds (other than Subordinate Bonds) remain Outstanding under the Indenture after such sale, the Commission may sell Eligible Collateral only if it provides the Trustee with a Rating Confirmation and a Cash Flow Certificate. The Commission will covenant in the 2007 Series 5 Indenture not to redeem 2007 Series 5 Bonds from proceeds of the sale of Eligible Collateral (except for proceeds resulting from defaults or deficiencies with respect to Mortgage Loans) before June 1, 2017.

Mandatory Sinking Account Redemption

To the extent not redeemed pursuant to the other redemption provisions described herein, the 2007 Series 5A Bonds maturing on June 1, 2022, and on December 1 in the years 2017, 2027, 2037 and 2047 (all 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:

2007 Series 5A Term Bonds Maturing on December 1, 2017

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2015	$195,000	June 1, 2016	$205,000	June 1, 2017	$220,000
December 1, 2015	200,000	December 1, 2016	215,000	December 1, 2017**	225,000

**Maturity

2007 Series 5A Term Bonds Maturing on June 1, 2022

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2018	$295,000	December 1, 2019	$445,000	June 1, 2021	$495,000
December 1, 2018	415,000	June 1, 2020	465,000	December 1, 2021	510,000
June 1, 2019	435,000	December 1, 2020	475,000	June 1, 2022**	525,000

**Maturity

2007 Series 5A Term Bonds Maturing on December 1, 2027

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
December 1, 2022	$545,000	December 1, 2024	$620,000	December 1, 2026	$705,000
June 1, 2023	560,000	June 1, 2025	640,000	June 1, 2027	730,000
December 1, 2023	585,000	December 1, 2025	665,000	December 1, 2027**	760,000
June 1, 2024	600,000	June 1, 2026	685,000		

**Maturity

2007 Series 5A Term Bonds Maturing on December 1, 2037

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2028	$780,000	December 1, 2031	$ 985,000	June 1, 2035	$1,235,000
December 1, 2028	805,000	June 1, 2032	1,015,000	December 1, 2035	1,275,000
June 1, 2029	835,000	December 1, 2032	1,050,000	June 1, 2036	1,320,000
December 1, 2029	860,000	June 1, 2033	1,085,000	December 1, 2036	1,365,000
June 1, 2030	890,000	December 1, 2033	1,120,000	June 1, 2037	1,410,000
December 1, 2030	920,000	June 1, 2034	1,155,000	December 1, 2037**	1,460,000
June 1, 2031	950,000	December 1, 2034	1,200,000		

**Maturity

2007 Series 5A Term Bonds Maturing on December 1, 2047

Redemption Dates	Amounts	Redemption Dates	Amounts	Redemption Dates	Amounts
June 1, 2038	$1,120,000	December 1, 2041	$565,000	June 1, 2045	$ 715,000
December 1, 2038	490,000	June 1, 2042	585,000	December 1, 2045	740,000
June 1, 2039	475,000	December 1, 2042	605,000	June 1, 2046	765,000
December 1, 2039	495,000	June 1, 2043	625,000	December 1, 2046	790,000
June 1, 2040	515,000	December 1, 2043	645,000	June 1, 2047	820,000
December 1, 2040	525,000	June 1, 2044	670,000	December 1, 2047**	1,425,000
June 1, 2041	550,000	December 1, 2044	695,000		

**Maturity

Upon a redemption (other than a redemption occurring on account of a Mandatory Sinking Account Payment) or purchase of Term Bonds, Mandatory Sinking Account Payments 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.

Notes. The Notes are not subject to Unexpended Proceeds Redemptions.

2007 Series 5A Bonds. The 2007 Series 5A Bonds may be redeemed prior to their stated maturities, in whole or in part on any date on and after December 1, 2007, at a price of par plus accrued interest to the date of redemption, from money in the 2007 Series 5 Redemption Subaccount which is transferred from the 2007 Series 5 Acquisition Account in accordance with the Acquisition and Operating Policy.

If less than all of the 2007 Series 5A Bonds are called for redemption pursuant to an Unexpended Proceeds Redemption, the Trustee will select the 2007 Series 5A Bonds to be redeemed on a Proportionate Basis.

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 2007 Series 5A 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 2007 Series 5A Bonds pursuant to a Revenue Fund Redemption.

Notes. The Notes are not subject to Revenue Fund Redemptions.

2007 Series 5A Bonds. The 2007 Series 5A Bonds may be redeemed prior to their stated maturities, in whole or in part on any date on and after June 1, 2008, at a price of par plus accrued interest to the date of redemption, from amounts deposited in the 2007 Series 5 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. Notwithstanding the foregoing, the 2007 Series 5A Bonds maturing on December 1, 2047 (the “2047 Bonds”) are not subject to Revenue Fund Redemption before June 1, 2017, unless (i) after all other redemptions and Principal Payments scheduled for the same date, there will be no other 2007 Series 5A Bonds Outstanding on the date of such Revenue Fund Redemption, *and* (ii) the Revenue Fund Redemption is not funded from excess amounts in one or more accounts and subaccounts maintained the Revenue Fund or the Reserve Fund for a Series of Bonds other than the 2007 Series 5A Bonds (*i.e.* the 2047 Bonds cannot be cross-called before June 1, 2017).

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 2007 Series 5 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 2007 Series 5A 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 2007 Series 5A Bonds may be cross-called from Revenues allocable to other Series of Bonds.

Amounts in the 2007 Series 5 Revenue Account may be transferred to the 2007 Series 5 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 “Creation of Funds and Accounts” in Appendix A.

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 2007 Series 5 Bonds. Certain of those provisions are summarized below.

Selection of 2007 Series 5 Bonds for Redemption. For purposes of selecting 2007 Series 5 Bonds for redemption, the Trustee will consider each $5,000 par amount of such Bonds as a separate and distinct Bond. Any 2007 Series 5 Bond may be partially redeemed in the principal amount of $5,000 or any integral multiple thereof so long as the amount of such 2007 Series 5 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 2007 Series 5 Indenture, will select the maturities of such Bonds to be redeemed or purchased. In selecting which maturities of the 2007 Series 5 Bonds to redeem, the Trustee will be subject to the limitations described under the headings "Special Redemption from Unexpended Proceeds" and "Special Redemption from Amounts in the Revenue Fund."

In the event that less than all of a maturity of any subseries of the 2007 Series 5 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 2007 Series 5 Bonds are registered in the name of DTC or its nominee, DTC will select for redemption the beneficial owners' interests in a maturity of 2007 Series 5 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 2007 Series 5 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 2007 Series 5 Bonds to be redeemed) at least 30 days, but not more than 90 days, before the scheduled redemption date. 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 2007 Series 5 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 each NRMSIR (or the MSRB) and to any SID. See "CONTINUING DISCLOSURE" herein for definitions of the terms "NRMSIR," "MSRB" and "SID" and 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 2007 Series 5 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 2007 Series 5 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 2007 Series 5 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.

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."

The following paragraphs generally describe the manner in which Revenues are collected, segregated and used. See Appendix A hereto for a more detailed summary of the Indenture provisions pertaining to the collection, segregation and use of Revenues.

Collection and Allocation of Revenues. The Trustee is required by the Indenture to collect and receive all Revenues. Any Revenues collected or received by the Commission must immediately be paid by the Commission to the Trustee. Generally, all Revenues are deposited into the various accounts within the Revenue Fund after the Trustee first allocates the Revenues among the various Series of Bonds. However, the Acquisition and Operating Policy may allow Commitment Fees, Servicing Acquisition Fees, Extension Fees or similar Revenues arising from the acquisition of Eligible Collateral to be deposited in the Acquisition Fund.

All Revenues with respect to Eligible Collateral or Investment Securities held in the various funds and accounts established for a Series of Bonds are deemed to "correspond" to such Series of Bonds. To the extent such Revenues are allocable to the subaccounts of more than one Series of Bonds, they are deemed to correspond to each Series on the basis of the principal amounts then allocated by the Trustee (unless otherwise specified in the Acquisition and Operating Policy). See Appendix F (Tables F-1, F-6 and F-7) hereto for lists of the various outstanding Series of Bonds.

Before depositing Revenues into the various accounts within the Revenue Fund, the Trustee must determine the Series of Bonds to which the Revenues correspond. This determination is made in accordance with the instructions set forth in the Acquisition and Operating Policy, as those instructions may change from time to time, and the provisions of the Indenture.

With respect to Revenues derived from Eligible Collateral, the Trustee must further determine for each Series of Bonds which portion of such Revenues represent principal paid on account of the underlying Mortgage Loans ("Principal Receipts"), and the portion of such Principal Receipts that must be deposited in the Series Restricted Principal Receipts Subaccount, the Series Unrestricted Principal Receipts Subaccount and the Series Taxable Principal Receipts Subaccount, respectively. The balance of Revenues remaining after the deposits to Series Restricted Principal Receipts Subaccount, the Series Unrestricted Principal Receipts Subaccount and the Series Taxable Principal Receipts Subaccount must be deposited to the Series General Receipts Subaccount. If such Eligible Collateral is held in a Series Special Acquisition Subaccount, the Trustee also must determine which Revenues (other than Principal Receipts) are allocable to such subaccount.

The Trustee will deposit all Revenues derived from Investment Securities allocable to a Series of Bonds into the Series General Receipts Subaccount after first determining which portion of such Revenues is to be deposited into the Rebate Fund.

Use of Revenues. The Revenues deposited to the Series Restricted Principal Receipts Subaccount, the Series Unrestricted Principal Receipts Subaccount and the Series Taxable Principal Receipts Subaccount generally are used to fund principal payments on the Series of Bonds for which such subaccounts were established, whether upon maturity, prior redemption or purchase. The amounts in such subaccounts can be used for other purposes, including funding payments on account of other Series of Bonds (including Subordinate Bonds), as described under the heading "Creation of Funds and Accounts—Revenue Fund" in Appendix A hereto. See also "BONDHOLDER RISKS—Risk of Early Redemption from Cross-Calling" herein.

The Revenues deposited to the Series General Receipts Subaccount generally are used to fund interest payments on the Series of Bonds for which such subaccount was established. Money in the Series General Receipts Subaccount can be used for other purposes, however, as described under the heading "Creation of Funds and Accounts—Revenue Fund" in Appendix A hereto.

Eligible Collateral

As described under the heading "PLAN OF FINANCE," proceeds of the 2007 Series 5 Bonds will be used by the Trustee primarily to purchase "Eligible Collateral." Once purchased, the Eligible Collateral will secure the 2007 Series 5 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 Housing and Urban Development ("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. 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.

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.

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)).

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 Indenture requires that a Series Interest Reserve Account and a Series Bond Reserve Account be created with respect to the 2007 Series 5 Bonds. The Commission does not expect to fund either reserve account in connection with the issuance of the 2007 Series 5 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 2007 Series 5 Bonds will be issued on a parity with $952,465,000 outstanding long-term Bonds, as of September 1, 2007. 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 09/01/2007
1998 Series 1	February 26, 1998	$20,000,000.00	$ 5,845,000
1998 Series 2	April 23, 1998	16,000,000.00	3,665,000
1998 Series 3	June 4, 1998	34,480,000.00	2,385,000
1998 Series 4	August 27, 1998	35,002,695.68	13,720,000
1998 Series 5	November 19, 1998	22,217,675.20	10,745,000
1999 Series 1	February 24, 1999	25,001,382.15	8,685,000
1999 Series 2	May 27, 1999	23,500,451.50	5,300,000
1999 Series 3	June 24, 1999	30,000,000.00	3,590,000
1999 Series 4	August 25, 1999	35,000,000.00	6,210,000
1999 Series 5	November 2, 1999	32,575,000.00	11,610,000
2000 Series 4	November 14, 2000	23,000,000.00	905,000
2001 Series 1	February 28, 2001	20,000,000.00	3,170,000
2001 Series 2	May 30, 2001	27,000,000.00	1,865,000
2001 Series 4	July 26, 2001	30,000,000.00	16,120,000
2001 Series 5	November 15, 2001	20,000,000.00	3,855,000
2002 Series 1	March 14, 2002	20,000,000.00	1,620,000
2002 Series 2	May 30, 2002	27,550,000.00	2,110,000
2002 Series 3	May 30, 2002	15,560,000.00	2,680,000
2002 Series 4	September 5, 2002	25,000,000.00	10,745,000
2002 Series 5	January 15, 2003	23,580,000.00	17,030,000
2003 Series 1	May 21, 2003	20,000,000.00	14,100,000
2003 Series 2	September 25, 2003	24,500,000.00	18,125,000
2003 Series 3	November 19, 2003	23,885,000.00	21,270,000
2004 Series 1	March 18, 2004	37,325,000.00	28,225,000
2004 Series 2	July 7, 2004	38,885,000.00	33,350,000
2004 Series 3	August 25, 2004	33,500,000.00	28,835,000
2004 Series 4	December 9, 2004	23,790,000.00	21,240,000
2005 Series 1	March 31, 2005	25,000,000.00	23,575,000
2005 Series 2	June 16, 2005	30,000,000.00	29,050,000
2005 Series 3	August 4, 2005	19,795,000.00	19,400,000
2005 Series 4	September 29, 2005	24,380,000.00	23,690,000
2005 Series 5	December 15, 2005	24,535,000.00	24,210,000
2006 Series 1	February 23, 2006	49,265,000.00	48,600,000
2006 Series 2	May 25, 2006	49,370,000.00	49,095,000
2006 Series 3	July 13, 2006	55,000,000.00	54,750,000
2006 Series 4	August 23, 2006	55,000,000.00	54,830,000
2006 Series 5	October 12, 2006	55,000,000.00	55,000,000
2006 Series 6	December 6, 2006	53,795,000.00	53,795,000
2007 Series 1	February 8, 2007	54,490,000.00	54,490,000
2007 Series 2	March 29, 2007	55,000,000.00	55,000,000
2007 Series 3	May 17, 2007	55,000,000.00	55,000,000
2007 Series 4	June 20, 2007	54,980,000.00	54,980,000
Totals		$1,367,962,204.53	$952,465,000

It has been the Commission's practice to issue short-term Bonds (typically with maturities of approximately one year and referred to as "notes") from time to time, and to refund the short-term Bonds with the proceeds of long-term Bonds. These short-term Bonds are issued on a parity basis with the outstanding long-term Bonds. The Notes will be a Series of such short-term Bonds. There are currently no such short-term Bonds outstanding.

It is expected that other Series of Bonds may be issued in the future. See "Additional Bonds" below. Proceeds of each Series of additional Bonds will be used primarily for the purchase of additional Eligible Collateral, thus financing additional Mortgage Loans. In some cases (such as the case with the Notes), Bond proceeds will be invested in Permitted Investments pending a remarketing or refunding, after which proceeds will become available to purchase Eligible Collateral, thereby financing additional Mortgage Loans.

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 2007 Series 5 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 2007 Series 5 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 PROGRAM—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 2007 Series 5 Bonds and any other Bonds issued on a parity with the 2007 Series 5 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 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, 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.

2007 Series 5 Cash Flow Certificate

As a condition to the issuance of the 2007 Series 5 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 2007 Series 5 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, 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 2007 Series 5 Bonds should carefully consider the following risk factors, as well as other information contained in this Official Statement, prior to purchasing the 2007 Series 5 Bonds. The information contained under this heading is not intended to be an exhaustive discussion of all possible risks involved with owning the 2007 Series 5 Bonds. Prospective purchasers should consult their investment advisors before making any decisions as to the purchase of the 2007 Series 5 Bonds.

Risk of Early Redemption from Non-Origination

The 2007 Series 5 Bonds (other than the Notes) are subject to an Unexpended Proceeds Redemption to the extent proceeds of such Bonds are transferred to the 2007 Series 5 Redemption Subaccount from the 2007 Series 5 Acquisition Account, as described under the heading "REDEMPTION PROVISIONS—Special Redemption from Unexpended Proceeds." An Unexpended Proceeds Redemption of the 2007 Series 5 Bonds is most likely to occur if Mortgage Lenders encounter delays in originating Mortgage Loans with Bond proceeds. Delays can occur due to various factors, including: difficulty in locating borrowers that satisfy the federal tax law requirements described under the heading "SINGLE-FAMILY MORTGAGE PROGRAM" below; difficulties in complying with the requirements of the GNMA, Fannie Mae and Freddie Mac programs; and reductions in market interest rates, as described below.

GNMA, Fannie Mae and Freddie Mac Program Constraints. The amount of commitments to guarantee securities that GNMA can approve and the dollar amount that FHA, HUD, VA and RHS can insure or guarantee in any federal fiscal year are limited by statute and administrative procedures. If an appropriations act is not passed in any federal fiscal year or if GNMA, FHA, Freddie Mac, HUD, VA or RHS reaches the limits of its authority, or if the FHA maximum loan amount is not retained, or if GNMA, in its sole discretion, or the federal government, alters or amends the GNMA Certificate programs in such a way as to prevent the Mortgage Lenders from originating Mortgage Loans during the origination period and the Servicer from issuing or delivering Certificates, or if Fannie Mae or Freddie Mac, in its sole discretion, or the federal government, alters or amends the Fannie Mae Certificate or Freddie Mac Certificate programs in such a way as to prevent the Mortgage Lenders from originating Mortgage Loans during the origination period and the Servicer from issuing or delivering Certificates, the Mortgage Lenders might not be able to originate Mortgage Loans and the Servicer might not be able to issue or deliver Certificates in the anticipated principal amounts. The non-origination of Mortgage Loans or the inability of the Servicer to issue or deliver Certificates to the Trustee in amounts contemplated by this financing would result in the redemption of 2007 Series 5 Bonds before their maturity. As noted above, GNMA, Fannie Mae and Freddie Mac may from time to time change their mortgage-backed securities programs and documents governing those programs. See Appendix B for discussions of the GNMA, Fannie Mae and Freddie Mac programs.

Market Competition. The Commission generally fixes the interest rate on Mortgage Loans based on the interest rate on the Series of Bonds allocable to such Mortgage Loans. Because of the yield restriction and arbitrage rebate limitations described above, as well as the practical requirement that the income from the Mortgage Loans be sufficient to pay debt service and other costs of the Program, the Commission does not continuously adjust the interest rates on Mortgage Loans once these rates are fixed for the particular House Key Program. However, the Commission may adjust such interest rates, and has done so in the past, at its discretion. While numerous lenders are participants in the Program, those lenders also may originate mortgage loans for their own portfolios. The Program is less attractive to potential borrowers when the interest rates provided by these lenders is less than the interest rate offered on Mortgage Loans originated through the Program. This can occur, for example, if market interest rates decline after the Commission has fixed the interest rate for Mortgage Loans. Unless the Commission adjusted its interest rate, the Commission might not spend all of its Bond proceeds to originate Mortgage Loans. This might require that the unexpended bond proceeds be used to redeem Bonds as opposed to originating Mortgage Loans. See "SINGLE-FAMILY MORTGAGE PROGRAM—Active House Key Programs under the Indenture" below and Appendix F (Table F-3) for tables reflecting how Bond proceeds have been spent to originate Mortgage Loans. The Commission has addressed this issue by issuing numerous Series of Bonds each year with a goal of quickly allocating Bond proceeds to Mortgage Loans. The Commission thereby reduces some of its exposure to interest rate volatility. Nevertheless, there can be no guarantee that the 2007 Series 5 Bonds will not be subject to a redemption resulting from the non-origination of Mortgage Loans.

Disruptions in Mortgage Market and Other Financial Markets. The mortgage market has recently been subject to significant disruptions, including lack of liquidity, bankruptcy or cessation of operations of several lending institutions. Continuing instability in the mortgage market that adversely impacts such entities may result in delays in Mortgage Loan originations, failure to originate Mortgage Loans or delays (or failures) by the Servicer to deliver Certificates, any of which could result in an Unexpended Proceeds Redemption of the 2007 Series 5 Bonds. The Commission can offer no guidance as to whether the recent volatility in the mortgage market and the financial markets generally will continue, and if so, whether any of the Mortgage Lenders or the Servicer will be adversely impacted.

Risk of Early Redemption from Prepayment

Mortgage Loans may be terminated before their final maturity as a result of prepayment, default, sale, condemnation, casualty loss or noncompliance with the Program. Prepayments in full or other payments in respect of early termination 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 and the resulting effect on the average life of the Bonds. This is particularly true in the case of the Mortgage Loans under the Program, which are expected to be originated at rates below the current market rates for comparable mortgage loans and which must comply with the special requirements of the Internal Revenue Code of 1986 (the "Code") and the Program. 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 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, may be used at any time for a special redemption of Bonds of that Series and/or Bonds of certain other Series. The use of Revenues in respect to one Series to redeem Bonds of another Series is known as "cross-calling." The Series and maturities of Bonds to be so redeemed, 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, pursuant to the Acquisition and Operating Policy (and subject to the Indenture and certain Code requirements), higher yielding maturities of Bonds will be redeemed from excess Revenues before lower yielding maturities of Bonds are redeemed. 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 PROGRAM—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 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. 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. In recent years, there have been efforts to repeal the 10-Year Rule. Any repeal of the 10-Year Rule during the period the 2007 Series 5 Bonds remain outstanding may increase the risk that the 2007 Series 5 Bonds would be cross-called.

Loss of Premium from Early Redemption

Any person who purchases a 2007 Series 5 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 2007 Series 5 Bonds may be invested under one or more Investment Agreements. See "PLAN OF FINANCE—Investment of Proceeds" herein. The Commission selects Investment Agreement providers based upon competitive bids most favorable to the Commission obtained from multiple eligible institutions by an independent broker.

Investment Agreement providers for other Series of Bonds include: Bayerische Hypo-und Vereinsbank AG, New York Branch; Trinity Funding Company, LLC; CDC Funding Corp.; FGIC Capital Market Services, Inc.; AIG Matched Funding Corp.; Westdeutsche Landesbank Girozentrale; Bayerische Landesbank (formerly known as Bayerische Landesbank Girozentrale), including its Cayman Islands Branch; Pallas Capital Corp.; Transamerica Life Insurance Company (previously known as Transamerica Life Insurance and Annuity Company); and DEPFA BANK plc.

The failure of any provider 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 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 2007 Series 5 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 2007 Series 5 Bonds are limited obligations of the Commission. Payment of the principal of and premium, if any, and interest on the 2007 Series 5 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 2007 Series 5 Bonds. Further, the 2007 Series 5 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 2007 Series 5 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 2007 Series 5 Bonds be increased in such an event. The exclusion of interest on the 2007 Series 5 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 2007 Series 5 Bonds, subject to applicable securities laws. However, the Underwriters are not obligated to engage in secondary trading or to repurchase any of the 2007 Series 5 Bonds at the request of the owners thereof. No assurance can be given that a secondary market for the 2007 Series 5 Bonds will be available and no assurance can be given that the initial offering prices for the 2007 Series 5 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 2007 Series 5 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.

Rating Downgrade

The respective ratings awarded to the 2007 Series 5 Bonds by Moody's Investors Service, Inc., are based on various factors, including the credit of GNMA, Fannie Mae, Freddie Mac and the providers of the Investment Agreements 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 are reduced, the ratings on the 2007 Series 5 Bonds may be reduced. Any reduction of the ratings in effect for the 2007 Series 5 Bonds will adversely affect the market price of the 2007 Series 5 Bonds. See "RATINGS" herein.

PLAN OF FINANCE

Notes

The Notes are being issued to provide funds against which the Commission intends to make reservations for Mortgage Loans pending the refunding of the Notes and the issuance by the Commission of long-term obligations to provide funds for the financing of such Mortgage Loans. The Note proceeds will be deposited in the 2007 Series 5 Reservation Account, where they will be invested in an Investment Agreement until the maturity of the Notes.

2007 Series 5A Bonds

The 2007 Series 5A Bonds are being issued to make available additional money for the purchase of Certificates (including principal-only participations therein, if any) to finance the origination of Mortgage Loans.

The Commission intends to use amounts deposited to the 2007 Series 5 Acquisition Account to finance the origination of Mortgage Loans through the purchase of Certificates as part of a program designed to provide money for single-family housing loans and accomplish specific housing goals of the Commission (as more fully described herein, the "Program"). See "SINGLE-FAMILY MORTGAGE PROGRAM" herein for a discussion of the Program. The Commission expects that such Mortgage Loans will include loans for the acquisition or the acquisition and rehabilitation of residences in Washington State. The initial fixed interest rates on the Mortgage Loans allocable to the 2007 Series 5A Bonds may change from time to time at the Commission's discretion. See "SINGLE-FAMILY MORTGAGE PROGRAM—House Key Program" for a discussion of how Bond proceeds are used to originate Mortgage Loans.

The Servicer will be required to purchase Mortgage Loans from Mortgage Lenders, to issue Certificates backed by such Mortgage Loans, and to sell those Certificates to the Trustee. The Trustee is expected to use money in the 2007 Series 5 Acquisition Account to purchase Certificates (including principal-only participations therein, if any) from the Servicer. 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 2007 Series 5A Bonds. See "SINGLE-FAMILY MORTGAGE PROGRAM—House Key Program."

Sources and Uses of Funds

The proceeds of the 2007 Series 5 Bonds, together with other money under the Indenture, are expected to be used as follows:

Sources of Funds	
Par amount of the Notes	$30,005,000.00
Par amount of 2007 Series 5A Bonds	50,000,000.00
Commission contribution from the Commission Fund	584,818.50
Total	$80,589,818.50
Uses of Funds	
Deposit to 2007 Series 5 Reservation Account	$30,005,000.00
Deposit to 2007 Series 5 Acquisition Account	50,000,000.00
Payment of Underwriters' fee	439,943.50
Deposit to Cost of Issuance Fund	144,875.00
Total	$80,589,818.50

Investment of Proceeds

Proceeds of the 2007 Series 5 Bonds and money in funds and accounts established with respect to the 2007 Series 5 Bonds must be invested in Permitted Investments. In the past, the Trustee has invested money in various Series Accounts and Subaccounts in Investment Agreements.

Under an Investment Agreement between the Trustee and Bayerische Landesbank, money deposited in the 2007 Series 5 Reservation Account and the 2007 Series 5 Acquisition Account will be invested at a rate of 5.08% per annum. Interest under such Investment Agreement will be payable to the Trustee in advance of each June 1 and

December 1 debt service payment date for the 2007 Series 5 Bonds, and upon any redemption of the 2007 Series 5 Bonds.

In light of current yields on investment contracts, the Commission does not expect that money in the other 2007 Series 5 Accounts and Subaccounts will be invested in an Investment Agreement upon the issuance of the 2007 Series 5 Bonds. The Trustee may invest money held in the 2007 Series 5 Revenue Account, 2007 Series 5 Debt Service Account, 2007 Series 5 Interest Reserve Account and 2007 Series 5 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 PROGRAM

The Commission established the Program to help qualifying persons and families finance the costs of acquiring their primary residences within Washington State. As of June 30, 2007, the Program had provided 13,736 Mortgage Loans under the General Indenture. The Program achieves the Commission's goal of promoting the availability of single-family housing for moderate- and low-income persons and families. It complements the Commission's multi-family housing program and other housing programs, as described in the Commission's Housing Finance Plan. The discussion under this heading summarizes how the Commission administers the Program, including various legal and practical considerations that affect the Program.

House Key Program

The Commission established its "House Key Program" in 1990 to administer the origination of mortgage loans, the acquisition of eligible collateral and the corresponding expenditure of bond proceeds. Since 1995 (House Key No. 17), the House Key Program has been funded with Bonds issued under the General Indenture. Generally, each Series of long-term Bonds is represented in the House Key Program by a separate number. For instance, the proceeds of the 2007 Series 5A Bonds will be spent in connection with House Key No. 2007-5. There was no House Key number assigned to the 2002 Series 3 Bonds, which were issued to refund prior bonds.

The expenses of the House Key Program are paid from amounts transferred to each Series Expense Account from the Series General Receipts Subaccount that is created with respect to each Series of Bonds. See the definition of "Expenses" in Appendix A hereto for examples of such expenses. The costs of issuing the Bonds historically have been paid with money transferred from the Commission Fund to the Cost of Issuance Fund. Money in the various Series General Receipts Subaccounts can be transferred to the Commission Fund 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 amounts derived from mortgage payments, accumulated reserves set aside for the payment of such costs, and other available Commission funds. The amounts required to administer the House Key Program are projected at the time of each Series of Bonds are issued, and are a factor in setting the mortgage rates. 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.

Under the House Key Program, Mortgage Loans are originated by those mortgage lending institutions (the "Mortgage Lenders") that have entered, or are expected to enter, 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 determine whether it complies with GNMA, Fannie Mae or Freddie Mac loan documentation requirements, as appropriate. 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 by the Trustee from the Servicer. 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 SERVICERS" for more information regarding the Servicers and Appendix B for a summary of the GNMA, Fannie Mae and Freddie Mac programs.

Mortgage Loan Terms

The Commission historically 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"). Starting with House Key No. 2006-6, the Commission has originated Mortgage Loans with 40-year maturities and/or 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 approximately $22.7 million of the 2007 Series 5A Bond proceeds will be used to finance Certificates backed by 40-year Mortgage Loans (a portion of which may commence principal amortization after 10 years (*i.e.* "10/30" mortgage loans)), and approximately $4.5 million of the 2007 Series 5A Bond proceeds will be used to finance Certificates backed by 30-year Mortgage Loans that commence principal amortization after 10 years (*i.e.* "10/20" 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 and 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. Currently, the Commission is offering Mortgage Loans at different interest rates depending on the points, if any, a borrower is willing to pay. Points are additional funds the borrower pays at loan closing to lower the interest rate on its Mortgage Loan. A "point" equals one percent of the Mortgage Loan amount (*e.g.* for a Mortgage Loan of $100,000, one point would equal $1,000). The Commission will offer borrowers the option of paying no points, one point or two points. Each point a borrower pays for will lower the Mortgage Loan interest rate by 25 basis points (0.25%). The Commission currently expects that the Standard Mortgage Loans originated pursuant to House Key No. 2007-5 will bear interest rates of 6.00%, 6.25% and 6.50% for Standard Mortgage Loans with two points, one point and no points, respectively. The 40-year Mortgage Loans and the "10/20" 30-year Mortgage Loans originated pursuant to House Key No. 2007-5 are expected to bear interest at rates that are 25 basis points higher than the respective rates for the Standard Mortgage Loans. The initial fixed interest rates on the Mortgage Loans allocable to the 2007 Series 5A Bonds may change from time to time at the Commission's discretion. However, the interest rates on all Mortgage Loans financed with 2007 Series 5A Bond proceeds will be fixed (as opposed to variable) rates.

Recycling

From time to time, the Commission expects that a portion of money in the various Series Unrestricted Principal Receipts Subaccounts, Series Taxable Principal Receipts Subaccounts and Series General Receipts Subaccounts will, to the extent not needed to pay current debt service on the Bonds or meet covenants with respect to Outstanding Bonds, be used to fund additional Mortgage Loans (*i.e.* to "recycle" such Revenues). The Series Indentures for certain Bonds may require that money in the Series Unrestricted Principal Receipts Subaccount, Series Taxable Principal Receipts Subaccount and/or Series General Receipts Subaccounts for such Bonds be used to fund redemptions before such money may be used for other purposes. The Commission may discontinue its recycling program at any time at its sole discretion. 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.

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) the mortgagor must not have owned and occupied a principal residence within three years before the Mortgage Loan is executed (other than for Mortgage Loans in targeted areas and certain other exceptions referenced in the Code); (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) Bond proceeds may not be applied to acquire or replace an existing Mortgage Loan; and (6) a 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 tax-exempt Bonds (such as the 2007 Series 5A 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
Clark, Skamania & Thurston	$65,000	$75,000	$75,000	$75,000
Island	$75,000	$87,000	$90,000	$95,000
King & Snohomish	$85,000	$97,000	$90,000	$97,000
Kitsap & San Juan	$62,000	$70,000	$70,000	$70,000
Pierce	$73,000	$85,000	$73,000	$85,000
Whatcom	$65,000	$75,000	n/a	n/a
All other	$60,000	$70,000	$70,000	$70,000

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
Jefferson, King, Pierce San Juan & Snohomish	$370,000	$395,000
Clark & Island	$330,000	$360,000
Kitsap & Whatcom	$300,000	$335,000
Skagit	$285,000	N/A
Thurston	$255,000	N/A
All other	$230,000	$250,000

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 2007 Series 5 Bonds for a period of 12 months from the date such funds are first made available to finance Mortgage Loans in Targeted Areas. Such covenant is in lieu of depositing proceeds of the 2007 Series 5 Bonds into the 2007 Series 5 Targeted Area Subaccount. The proceeds of the 2007 Series 5 Bonds deposited in the 2007 Series 5 Acquisition Account will be divided in equal amounts; half will be reserved for a period of 30 days for reservations for loans in the King-Snohomish-Pierce County areas, and half will be reserved for the remainder of Washington State. After the 30-day period, such proceeds will not be restricted to any geographic area.

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.

Downpayment Assistance

The Commission offers downpayment assistance in the form of a subordinated loan to income-qualified borrowers receiving Mortgage Loans under the Program. The downpayment assistance program has assisted income-qualified borrowers in meeting downpayment requirements and has increased the usage of Bond proceeds by income-qualified borrowers. The downpayment assistance program currently is not funded with Bond proceeds and is subject to the availability of private and Commission funding.

Active House Key Programs under the Indenture

The following table sets forth the Commission's recent experience originating Mortgage Loans with funds made available from long-term Bonds issued under the Indenture and from the Commission's recycling program (as described under the heading "SINGLE-FAMILY MORTGAGE PROGRAM—Recycling"). The amounts reflected in the table are preliminary and are subject to change during the applicable Mortgage Loan origination period. In some cases, Bond proceeds available for reservations include money restricted for a certain period to Targeted Areas and/or money set aside to acquire principal-only participations in Certificates backed by Mortgage Loans. See Appendix F (Table F-3) for a table reflecting the Commission's historical usage of Bond proceeds to originate Mortgage Loans and fund Unexpended Proceeds Redemptions.

Bond Series or Recycling Program	House Key No.	Date of Issue (1)	Available Proceeds (2)	30-Year Standard Mortgage Loan Interest Rates	Proceeds Used to Purchase Eligible Collateral (3)	Proceeds Committed but Not Spent (4)	Proceeds Available for Reservations
2006 Series 3	06-3	07/13/2006	$ 55,000,000	5.375 to 6.125%	$54,630,377	$ 369,623	$ 0
2006 Series 5	06-5	10/12/2006	55,000,000	5.375 to 6.125%	54,235,985	1,219,258	(455,243)
2006 Series 6	06-6	12/06/2006	55,058,240	5.375 to 5.875%	54,016,885	1,713,993	(672,638)
2007 Series 1	07-1	02/08/2007	54,958,607	5.25 to 6.75%	52,898,524	1,616,342	443,741
2007 Series 2	07-2	03/29/2007	55,000,000	5.25 to 6.75%	39,624,211	14,119,845	1,255,944
2007 Series 3	07-3	05/17/2007	55,045,516	5.50 to 6.75%	21,880,292	21,495,091	11,670,133
6/07 Recycling	--	06/01/2007	20,000,000	5.50 to 6.75%	0	14,918,383	5,081,617
2007 Series 4	07-4	06/20/2007	54,995,133	5.50 to 6.00%	6,621,549	48,373,584	0
9/07 Recycling	--	09/01/2007	8,250,258	6.25 to 6.75%	0	22,084,385	(13,834,127)
Totals			$413,307,754		$283,907,823	$125,910,504	$3,489,427

(1) With respect to the recycling program, represents the date amounts are deposited to a recycling subaccount and made available for the origination of new Mortgage Loans.
(2) For Bond Series, represents initial principal proceeds plus original issue premium, if any.
(3) Amounts are as of September 7, 2007.
(4) Amounts are as of September 7, 2007. Due to cancellations, over-commitments, principal payments made on Mortgage Loans before such loans can be pooled into Certificates, and the potential allocation of proceeds to principal-only participations in Certificates, the amount of commitments (including Mortgage Loans originated but not purchased) may not reflect the actual amount of Bond proceeds that will be spent to acquire Certificates.

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, 2007. The Commission's current fiscal year ends on June 30, 2008. The information in the following table has not been updated to address changes that have occurred since June 30, 2006. Information of the type shown in the following table is not available on the date hereof for the fiscal year ended June 30, 2007. The Commission is not aware of any material adverse change in the financial position of the General Indenture since June 30, 2006. As described under the heading "SECURITY FOR THE

BONDS—Outstanding Bonds," the aggregate principal amount of outstanding long-term Bonds was $952,465,000 as of September 1, 2007. The following table will be updated annually pursuant to the Commission's continuing disclosure undertaking.

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

	2006	2005	2004	2003	2002
MORTGAGE-BACKED SECURITIES (FHLMC, FNMA, GNMA) Principal Balance at Par	$498,850,465	$435,470,359	$420,065,887	$482,455,399	$590,973,927
ACCRUED INTEREST RECEIVABLES					
Investments	878,056	175,868	165,239	216,894	202,941
Mortgage-Backed Securities	2,159,067	1,968,230	1,957,172	2,406,914	3,059,652
Total Accrued Interest Receivables	3,037,123	2,144,098	2,122,411	2,623,808	3,262,593
CASH, CASH EQUIVALENTS & INVESTMENTS					
Acquisition Funds	68,578,167	48,509,766	18,536,886	33,992,731	44,809,422
Reservation Funds	80,239,444	--	--	--	2,296,884
Bond Reserve Funds	820,658	398,452	215,206	196,459	768,415
Revenue Funds	32,879,340	30,023,261	34,290,095	54,242,881	26,404,928
Total Cash, Cash Equivalents & Investments	182,517,609	78,931,479	53,042,187	88,432,071	74,279,649
Total Assets	$684,405,197	$516,545,936	$475,230,485	$573,511,278	$668,516,169
BONDS PAYABLE**					
Tax-exempt bonds	652,670,000	486,250,000	439,365,000	523,130,000	565,835,000
Convertible Bonds at Accreted Value	8,376,585	9,640,989	19,859,944	21,175,241	21,318,055
Taxable Bonds	715,000	1,955,000	2,735,000	15,520,000	64,555,000
Accrued Interest Payable	2,533,194	1,940,100	1,886,475	2,394,987	2,988,789
Total Bonds Payable	664,314,779	499,786,089	463,846,419	562,220,228	654,696,844
CURRENT LIABILITIES					
Accounts Payable	987,763	613,064	258,513	7,405	570,421
Accrued Arbitrage Liability	294,160	1,589,345	1,104,997	1,053,753	1,343,311
Total Current Liabilities	1,281,923	2,202,409	1,363,510	1,061,158	1,913,732
Total Liabilities	$665,596,702	$501,988,498	$465,209,929	$563,281,386	$656,610,576
NET PARITY – Principal Assets and Liabilities	$18,808,495	$14,557,438	$10,020,556	$10,229,892	$11,905,593
PARITY AS A PERCENTAGE OF ASSETS	102.83%	102.90%	102.15%	101.82%	101.81%

* 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.

** 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, increased from $516.5 million on June 30, 2005 to $684.4 million on June 30, 2006, an increase of 32.5%. Total liabilities also increased 32.6% in the fiscal year ended June 30, 2006 to $665.6 million from $502.0 the year before.

The increases of assets during the fiscal years ended June 30, 2005 and 2006, indicates that the Commission's portfolio has continued to grow after several years of high prepayment activity in the low interest rate environment. These low interest rates resulted in increased competition from private lenders and increased refinancing activity by mortgagors, causing substantial prepayments of Mortgage Loans that resulted in the early redemption of Bonds.

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.

There are eleven members of the Commission. Two members are State Officials, the State Treasurer and the Director of the State Department of Community, Trade and Economic Development ("CTED"), 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; Current President, 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.
Raymond C. Rieckers, Vice Chair	Director of Housing and Economic Development, Spokane Neighborhood Action Programs; Adjunct Professor, Social Work and Human Services, Eastern Washington University; past Chair and current member of the Spokane Low Income Housing Alliance; Member, Washington State Coalition for the Homeless.
Michael J. Murphy, Secretary	State Treasurer (*ex officio* Commissioner).
Claire Grace, Treasurer	Corporate Secretary and Assistant General Counsel, Weyerhaeuser Company.
Dennis R. Kloida	Administrator, Local 26 Educational Development Trust and Training coordinator for the Southwest Washington Pipe Trade Joint Apprenticeship and Training Committee; currently serving on committees for the Washington State Labor Council, AFL CIO, Clover Park Technical College, Bates Technical College, Lower Columbia College and the Pierce County Area "Pathways to Apprenticeship."
M.A. Leonard	N.W. Region Vice President, National Equity Fund.
Richard McIver	Seattle City Councilmember since 1997, Chair of the Council's Finance & Budget Committee, Vice Chair of the Council's Neighborhoods & Economic Development Committee, and member of the Council's Housing, Human Services & Health Committee; Past President, Puget Sound Regional Council; Member, Sound Transit board; former Executive Director, Washington Association for Community Economic Development; former Development Director, Tacoma Housing Authority.

Tim K. Otani..................................	First Vice President, Corporate and Employee Giving Department, Washington Mutual Bank; Member, Board of Trustees, National Housing Conference Member, Low Income Housing Institute, New Decade of Planning Committee.
Faouzi Sefrioui	Founder, President and CEO, A & Y Property Investments; Co-founder, Evergreen Point Development Company; Vice-Chair, Department of Community, Trade and Economic Development African Chamber of Commerce of the Pacific Northwest; Founder, SB Foundation.
Mario Villanueva...........................	Executive Director, Diocese of Yakima Housing Services.
Juli Wilkerson................................	Director, State Department of Community, Trade and Economic Development (*ex officio* Commissioner); former positions, City of Tacoma, Director of Economic Development Department, Director of Planning and Development Services Department, Assistant City Manager; State Department of Revenue, Assistant Director of Communications and Operations.

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. In 1988, Mr. Herman was elected to the Board of Directors of the National Council of State Housing Agencies. He currently serves as the President of that Board. 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 National Rural Housing Coalition and the Rural Community Assistance Corporation. 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, Business 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.).

THE SERVICERS

As more fully described under the heading "SINGLE-FAMILY MORTGAGE PROGRAM" herein, the Servicer is required to purchase Mortgage Loans from Mortgage Lenders, to issue Certificates backed by such Mortgage Loans, and to sell those Certificates to the Trustee. Countrywide Home Loans, Inc. ("Countrywide"), will be the Servicer with respect to Mortgage Loans funded with proceeds made available upon the issuance of the 2007 Series 5 Bonds and Bonds issued thereafter (unless other servicers are appointed by the Commission). 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 the Servicer's ability to acquire and pool Mortgage Loans, and to issue and deliver Certificates.

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 Mortgage Loans underlying the Certificates securing the Bonds currently are serviced by two Servicers. HomeStreet Bank services Mortgage Loans funded by the Commission's 2002 Series 3 Bonds, and a portion of the Mortgage Loans refinanced by the Commission's 2002 Series 5 Bonds, 2003 Series 2 Bonds, 2003 Series 3 Bonds, 2004 Series 1 Bonds, 2004 Series 2 Bonds and 2004 Series 3 Bonds. U.S. Bank Home Mortgage–MRBP Division services all of the other Mortgage Loans underlying the Certificates funded with Bonds issued prior to the 2005 Series 1 Bonds. Countrywide services Mortgage Loans underlying the Certificates funded with the 2005 Series 1 Bonds and Series of Bonds issued thereafter, including the 2007 Series 5 Bonds.

Countrywide

The information under this subheading has been provided solely by Countrywide 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.

Countrywide will serve as the Servicer through its subsidiary Countrywide Home Loans Servicing LP. Countrywide is a New York corporation, organized in 1969. It is engaged in the mortgage banking business on a national scale, concentrating its activities in the origination and servicing of single-family mortgage loans. Countrywide maintains its principal offices in Calabasas, California. As of June 30, 2007, Countrywide and its consolidated subsidiaries, including Countrywide Home Loans Servicing LP, provided servicing for 8.737 million mortgage loans with an aggregate principal balance of approximately $1.415 trillion, substantially all of which were being serviced for unaffiliated persons.

Countrywide is (i) an FHA- and VA-approved Participant in good standing, (ii) a GNMA-approved seller and servicer of mortgage loans and an issuer of mortgage-backed securities guaranteed by GNMA and (iii) a Fannie Mae-approved seller and servicer of Fannie Mae securities. Countrywide also has a master agreement with Freddie Mac to service and sell Freddie Mac securities.

Countrywide has not participated in the structuring of the Program or the Bonds or the preparation of this Official Statement, except to the extent of providing the information contained under the heading "THE SERVICERS—Countrywide." Countrywide accepts no responsibility for the accuracy or completeness of this Official Statement or for the Bonds or the creditworthiness of the Bonds

The Countrywide Servicing Agreement

Countrywide will service the Mortgage Loans originated with the proceeds of the 2007 Series 5 Bonds under the terms of a Program Administration and Servicing Agreement dated as of February 1, 2005 (the "Servicing Agreement"). The principal responsibilities of Countrywide 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 a summary of the GNMA, Fannie Mae and Freddie Mac programs.

The Servicing Agreement establishes basic obligations among the Commission, the Trustee and Countrywide 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, Countrywide 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, Countrywide 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 Countrywide 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. Without such approval, Countrywide may assign its obligations and duties to Countrywide Home Loans Servicing LP, a wholly-owned subsidiary of Countrywide.

Pursuant to the Servicing Agreement, Countrywide is required to pay a servicing release fee to the Commission based on the outstanding amount of Mortgage Loans Countrywide acquires from the Mortgage Lenders (a portion of which will be utilized to pay origination fees to the Mortgage Lenders). Countrywide receives a portion of each monthly installment of interest under the Mortgage Loans as compensation for its services under the Servicing Agreement. The amount of such interest Countrywide is authorized to retain as its compensation is specified from time to time in the Acquisition and Operating Policy. Currently, servicing fees (including guaranty fees) for Mortgage Loans are established at 0.50% per annum on the aggregate outstanding principal amount of Mortgage Loans relating to the Certificates.

THE TRUSTEE

The information under this heading has been provided solely by the Trustee 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 Trustee is one of the banking subsidiaries of Wells Fargo & Company, a holding company formed as a result of the November, 1998 merger of the former Wells Fargo & Company into and with the former Norwest Corporation. The Trustee is itself the successor by merger to various subsidiary banks of Wells Fargo & Company, including Wells Fargo Bank Minnesota, N.A. ("WFBMN"), which were merged into it on February 20, 2004. Prior to the merger, WFBMN had served as trustee for many of the Commission's bond issues under either the Wells Fargo name or, earlier, as Norwest Bank Minnesota, N.A. As of June 30, 2007, the Trustee maintained capital and surplus of $25,271 billion and held $107,443 billion in managed assets. The Trustee has maintained and will continue to maintain its principal corporate trust office in Minnesota with corporate trust offices in several other states.

QUANTITATIVE CONSULTANT

cfX serves as the Commission's quantitative consultant pursuant to an engagement agreement that terminates on December 31, 2007 (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

General

The Code establishes certain requirements that must be met subsequent to the issuance of the 2007 Series 5 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 2007 Series 5 Bonds to be includable in gross income retroactive to their respective dates 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 2007 Series 5 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 2007 Series 5 Bonds. The Commission will require that all Mortgage Loans financed by the proceeds made available upon the issuance of the 2007 Series 5 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) at least 95% of the lendable proceeds of an issue, after deducting such proceeds used to make Mortgage Loans in "targeted areas" and for qualified rehabilitation or home improvement, 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 (subject to certain exceptions referenced in the Code); (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) proceeds may not be applied to acquire or replace an existing mortgage, except for the replacement of temporary initial financing or qualified rehabilitation; and (f) 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 2007 Series 5 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 2007 Series 5 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 2007 Series 5 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 2007 Series 5 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 2007 Series 5 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 2007 Series 5 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 respective dates of issuance of the 2007 Series 5 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 2007 Series 5 Bonds is excluded from gross income of the owners thereof for purposes of federal income taxation, except as hereafter described. Special Tax Counsel is of the opinion that interest on the 2007 Series 5 Bonds is a specific preference item for purposes of the alternative minimum tax imposed on individuals and corporations by the Code. Forms of the Special Tax Counsel opinions with respect to the 2007 Series 5 Bonds are attached hereto as Appendix E.

Although Special Tax Counsel is rendering an opinion that the interest on the 2007 Series 5 Bonds is not included in gross income for federal income tax purposes, the accrual or receipt of interest on the 2007 Series 5 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 2007 Series 5 Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the

United States), property or 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 2007 Series 5 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 2007 Series 5 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 2007 Series 5 Bonds should consult his or her own tax advisor regarding any pending or proposed federal tax legislation. Special Tax Counsel will not express any opinion regarding any pending or proposed federal tax legislation.

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 2007 Series 5 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 2007 Series 5 Bonds other than the Commission.

Annual Information

With respect to the 2007 Series 5 Bonds, the Commission has undertaken to provide, on an annual basis: (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 each then-existing nationally recognized municipal securities information repository designated by the SEC in accordance with the Rule ("NRMSIR") and to a state information depository, if any, established in the State of Washington and recognized by the SEC (the "SID"), with such audited financial statements and such financial information (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 each then-existing NRMSIR and the SID 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 provided to the NRMSIR, the SID or the SEC and, if such document is a final official statement within the meaning of the Rule, available from the Municipal Securities Rulemaking Board ("MSRB"). 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 each then existing NRMSIR and the SID, if any.

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 each then existing NRMSIR or to the MSRB, and the SID, if any. The Commission and any "Obligated Person" also may cause the Disclosure Agent to file other notices from time to time with the MSRB, each then existing NRMSIR and the SID, if any. The Disclosure Agent is required to provide timely notice to each then existing NRMSIR or to the MSRB and to the SID, if any, notice of any failure by the Disclosure Agent to provide to each then existing NRMSIR or the MSRB and the SID, if any, the annual financial information or audited financial statements required to be provided on or before the due date thereof.

Dissemination through "Central Post Office"

The Commission has reserved the right to satisfy its continuing disclosure undertakings by transmitting the required filings to one or more repositories for submission to the NRMSIRs and any applicable SID, to the extent such practice is authorized by the SEC. On September 7, 2004, the SEC provided interpretive guidance that would allow the Commission to transmit its continuing disclosure filings (either directly or indirectly through the Disclosure Agent) to DisclosureUSA for submission to the NRMSIRs and any applicable SID. The Commission may, but is not required to, transmit its continuing disclosure filings through DisclosureUSA and/or another "central post office" established for continuing disclosure filings and approved by the SEC.

Past Compliance with the Undertaking

The Undertaking is contained in the General Indenture and pertains to Bonds issued or remarketed after November 1, 1995. Even though not required by Rule 15c2-12, the Undertaking requires that the Commission's Audited Financial Statements be provided to the Trustee by a specified deadline—*i.e*. within seven months after the Commission's fiscal year end. The Commission generally expects that its financial statements will be audited in sufficient time to meet that deadline. However, there have been fiscal years (those ending June 30, 1998 and June 30, 2004) for which the Commission did not receive its Audited Financial Statements before the deadline set forth in the Undertaking. The Commission's Audited Financial Statements for the fiscal year ending June 30, 2004 (together with an unqualified opinion of its auditors), were provided to the Trustee and filed with the NRMSIRs on June 29, 2005, which was subsequent to the required reporting date of January 31, 2005. The Commission has complied with the Undertaking in all other 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 2006 were filed and should be available at those NRMSIRs 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, Business 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

UBS Securities LLC ("UBS"), A.G. Edwards & Sons, Inc., Merrill Lynch, Pierce, Fenner & Smith Incorporated and RBC Dain Rauscher Inc., doing business under the name RBC Capital Markets (collectively with UBS, the "Underwriters"), have agreed, subject to certain conditions, to purchase from the Commission the 2007 Series 5A Bonds, at a price equal to par. UBS has agreed, subject to certain conditions, to purchase from the Commission the Notes at a price equal to par. The obligation of the Underwriters to purchase the 2007 Series 5A Bonds and the obligation of UBS to purchase the Notes are subject to certain terms and conditions set forth in a purchase contract. The fee of the Underwriters payable in connection with the initial sale of the 2007 Series 5A Bonds is $403,937.50. The fee of UBS payable in connection with the initial sale of the Notes is $36,006.00. The sale and closing of the Notes is not dependent on the sale and closing of the 2007 Series 5A Bonds; similarly, the sale and closing of the 2007 Series 5A Bonds is not dependent upon the sale and closing of the Notes. The Underwriters may offer and sell such 2007 Series 5A Bonds to certain dealers and certain dealer banks at prices lower than the public offering prices stated on the inside front cover hereof.

On May 31, 2007, Wachovia Corporation and A.G. Edwards, Inc. entered into an agreement wherein Wachovia Corporation agreed to acquire A.G. Edwards, Inc. Pending its approval by shareholders, the merger is anticipated to close on or about October 1, 2007. The municipal underwriting operations and related services of A.G. Edwards & Sons, Inc., a subsidiary of A.G. Edwards, Inc., will be transferred to the Municipal Products Group of Wachovia

Bank, National Association, a subsidiary of Wachovia Corporation, when the merger occurs. If such transfer occurs before the 2007 Series 5 Bonds are issued, the Municipal Products Group of Wachovia Bank, National Association, is expected to assume the underwriting responsibilities of A.G. Edwards & Sons, Inc. with respect to the 2007 Series 5 Bonds.

RATINGS

The Notes have been rated "Aaa/MIG1" by Moody's Investors Service, Inc. ("Moody's"). The 2007 Series 5A Bonds have been rated "Aaa" by Moody's. These ratings reflect only the views of Moody's at the time such ratings were given, and the Commission makes no representation about the appropriateness of the ratings. An explanation of the significance of such ratings may be obtained only from Moody's. There is no assurance that such ratings will continue for any given time or that they 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 ratings may have an adverse effect on the market price of the 2007 Series 5 Bonds.

ABSENCE OF MATERIAL LITIGATION

There is no proceeding pending or threatened to restrain or enjoin the issuance or sale of the 2007 Series 5 Bonds, or in any way contesting or affecting the validity of the 2007 Series 5 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 2007 Series 5 Bonds or the existence or powers of the Commission insofar as they relate to the authorization, sale and issuance of the 2007 Series 5 Bonds or such pledge or application of money and securities.

CERTAIN LEGAL MATTERS

All legal matters in connection with the issuance of the 2007 Series 5 Bonds are subject to the approval of K&L Preston Gates Ellis LLP, Seattle, Washington, Bond Counsel and by Kutak Rock LLP, Omaha, Nebraska, Special Tax Counsel. K&L Preston Gates Ellis LLP also serves as General Counsel to the Commission. Certain legal matters will be passed upon for the Underwriters by Foster Pepper PLLC, Spokane, Washington. Any opinion of such firm will be rendered solely to the Underwriters, 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 2007 Series 5 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 Underwriters' Counsel are contingent upon the sale of the 2007 Series 5 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 2007 Series 5 Bonds 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, Underwriters' Counsel represents the Commission from time to time on matters unrelated to the issuance of the 2007 Series 5 Bonds and may serve as counsel to certain Servicers and to 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.

In addition to performing as one of the Servicers, Countrywide also is a Mortgage Lender participating in the Program. cfX provides software and services to UBS Securities LLC and Merrill Lynch, Pierce, Fenner & Smith Incorporated on matters unrelated to the underwriting of the 2007 Series 5 Bonds.

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 2007 Series 5 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 2007 Series 5 Bonds.

WASHINGTON STATE HOUSING FINANCE COMMISSION

By: /s/ Karen Miller
Chair

[50841093]

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APPENDIX A:
SUMMARY OF THE GENERAL INDENTURE

The following is a summary of certain provisions of the General Trust Indenture dated as of May 1, 1995, between the Commission and the Trustee, as amended by the First Supplement to General Trust Indenture dated as of November 1, 1995, the Second Supplement to General Trust Indenture dated as of April 1, 1997, the Third Supplement to General Trust Indenture dated as of May 1, 1998, the Fourth Supplement to General Trust Indenture dated as of September 1, 2004, the Fifth Supplement to the General Trust Indenture dated as of January 1, 2006, and the Sixth Supplement to the General Trust Indenture dated as of June 1, 2006, and is qualified in its entirety by reference to the General Trust Indenture (as so amended). The General Trust Indenture, as amended to date, is referred to in this Official Statement as the "General Indenture." For a description of certain other provisions of the General Indenture, see "THE 2007 SERIES 5 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; and
    b. the Investment Value of all Investment Securities in the funds and accounts;
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; (2) whose total annual family income does not exceed the appropriate maximum annual family income; 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.

"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 may be amended or supplemented in accordance with the terms and provisions [t]hereof.").

"Government Obligations" means (1) direct obligations of or obligations fully guaranteed as to timely payment of 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 certificate 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 this 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 authorized in a Series Indenture.

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, or Rebate Fund.

"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 between the Commission 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) shall be consistent with the General Indenture, the Series Indentures and the Remarketing Indentures and (4) shall 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 and 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 moneys 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.

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 changes, of 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 shall (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 this 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 this 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 Owner 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 this 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 this 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 this 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 this 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 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 each then existing NRMSIR and the SID, if any, 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, each then existing NRMSIR and the SID, if any; 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 each then existing NRMSIR and SID, if any, the Annual Financial Information by specific reference to documents previously provided to each then existing NRMSIR and the SID, if any, or filed with the SEC and, if such a document is a final official statement within the meaning of the Rule, available from the MSRB.

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, each then existing NRMSIR and the SID, if any, with such Audited Financial Statements.

Commission Responsibility. For Bonds issued after September 1, 2004, 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 each then-existing NRMSIR and the SID, if any, 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 each then existing NRMSIR and the SID, if any. In lieu of providing such Audited Financial Statements and annual financial information the Commission may cross-reference to other documents provided to the NRMSIR, the SID or the SEC and, if such document is a final official statement within the meaning of the Rule, available from the MSRB.

If the Commission identifies an occurrence (except as described in the following paragraph) which, 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 to each then existing NRMSIR or to the MSRB, and the SID, if any, such Material Event Notice. Each Material Event Notice will be so captioned and will prominently state the date, title and CUSIP numbers of the applicable Bonds.

To the extent authorized by the SEC, the Commission may satisfy its continuing disclosure obligations by transmitting the required filings to one or more repositories for submission to the NRMSIRs and any applicable SID (without separately submitting such filings to the NRMSIRs and SID by some other means).

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 provide to each then-existing NRMSIR or to the MSRB, and the SID, if any, a Material Event Notice. The failure of the Disclosure Agent to advise the Commission or each then-existing NRMSIR or the MSRB, and the SID, if any, will not constitute a default on the bonds or a breach by the Trustee, as the Trustee, of any of its duties and responsibilities hereunder.

The Disclosure Agent will, without further direction or instruction from any Obligated Person or the Commission, provide in a timely manner to each then existing NRMSIR or to the MSRB and to the SID, if any, notice of any failure while any Bonds are Outstanding by the Disclosure Agent to provide to each then existing NRMSIR or the MSRB and the SID, if any, 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), the MSRB, each then existing NRMSIR and the SID, if any.

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.

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 any of the following events, if material, with respect to the Bonds issued or Remarketed on or after November 1, 1995: (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. The Disclosure Agent will presume that the occurrence of any of the events in items (i)-(xi) 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.

"NRMSIR" means a nationally recognized municipal securities information repository, as recognized from time to time by the SEC for the purposes referred to in the Rule.

"SID" means a state information depository as operated or designated by the State as such for the purposes referred to in the Rule.

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 each then existing NRMSIR and the SID, if any.

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 Housing and Urban Development ("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 from 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

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 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 representation regarding the content, accuracy or availability of any such reports or information filed by Fannie Mae with the SEC, or any information provided at such web site. 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 exclusively 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 dated as of November 1, 1981, as amended, and a supplement thereto to be issued by Fannie Mae in connection with each pool.

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 will 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 will 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 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 Indenture), (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 2007, Fannie Mae's conforming loan limit for conventional loans secured by first liens on single-unit residences in Washington State is $417,000. 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 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. Often, the entity with whom Fannie Mae contracts is the seller that sold the loans to Fannie Mae. Duties 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 must meet the eligibility standards and performance obligations in the Fannie Mae Guides. Fannie Mae has the right to remove any servicer at any time Fannie Mae considers its removal to be in the certificateholders' best interest.

Countrywide Home Loans, Inc. ("Countrywide") entered into a Fixed Rate Mortgage Pool Purchase Contract with Fannie Mae relating to pools of Mortgage Loans with respect to the Commission's 2007 lending programs. This contract provides 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 Countrywide 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

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 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.

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 calculates 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 2007, Freddie Mac's conforming loan limit for a first lien conventional single-family mortgage is $417,000 for a one-family dwelling in Washington State. 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. Beneficial Owners should confirm the following with DTC or the Direct Participants (as hereinafter defined).

DTC will act as securities depository for the 2007 Series 5 Bonds. The 2007 Series 5 Bonds will be issued as fully 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 2007 Series 5 Bond certificate will be issued for each maturity of the 2007 Series 5 Bonds in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world's largest depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over two million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments from over 85 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, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Government Securities Clearing Corporation, MBS Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, GSCC, MBSCC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("Indirect Participants"). DTC has Standard & Poor's highest rating: AAA. 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.

Purchases of the 2007 Series 5 Bonds under the DTC system, in Authorized Denominations, must be made by or through Direct Participants, which will receive a credit for the 2007 Series 5 Bonds on DTC's records. The ownership interest of each actual purchaser of each 2007 Series 5 Bond ("Beneficial Owner") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the 2007 Series 5 Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the 2007 Series 5 Bonds, except in the event that use of the book-entry system for the 2007 Series 5 Bonds is discontinued.

To facilitate subsequent transfers, all 2007 Series 5 Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co., or such other name as may be requested by an authorized representative of DTC. The deposit of 2007 Series 5 Bonds 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 2007 Series 5 Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such 2007 Series 5 Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

When notices are given, they shall be sent by the Trustee to DTC only. 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.

Redemption notices will be sent to DTC. If less than all of the 2007 Series 5 Bonds are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee), will consent or vote with respect to the 2007 Series 5 Bonds unless authorized by a Direct Participant in accordance with DTC's procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Commission as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the 2007 Series 5 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the 2007 Series 5 Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Commission or the Trustee, 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 (nor its nominee), the Trustee, or the Commission, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to Cede & Co. (or any other nominee as may be requested by an authorized representative of DTC), is the responsibility of the Commission or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the 2007 Series 5 Bonds at any time by giving reasonable notice to the Commission or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, new 2007 Series 5 Bond certificates are required to be printed and delivered.

The Commission may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, new 2007 Series 5 Bond certificates will be printed and delivered.

SO LONG AS CEDE & CO. IS THE REGISTERED OWNER OF THE 2007 SERIES 5 BONDS, AS NOMINEE OF DTC, REFERENCES HEREIN TO THE BONDOWNERS OR REGISTERED OWNERS OF THE 2007 SERIES 5 BONDS SHALL MEAN CEDE & CO. AND SHALL NOT MEAN THE BENEFICIAL OWNERS OF THE 2007 SERIES 5 BONDS.

APPENDIX D:
FORM OPINIONS OF BOND COUNSEL

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October __, 2007

Washington State Housing Finance Commission
Seattle, Washington

UBS Securities LLC
San Francisco, California

Moody's Investors Service
New York, New York

Re: Washington State Housing Finance Commission
Single-Family Program Notes, 2007 Series 5A-S (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 Notes, 2007 Series 5A-S (AMT) in the principal amount of $30,005,000 (the "Notes") for the purpose of providing funds 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 Countrywide Home Loans, Inc. (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") between 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 February 1, 2005 (the "Servicing Agreement"), by and among the Servicer, the Commission and Wells Fargo Bank, N.A., successor to Wells Fargo Bank Minnesota, National Association (the "Trustee").

The Notes are issued under a General Trust Indenture dated as of May 1, 1995, as previously supplemented and amended, and the 2007 Series 5 Indenture, dated as of October 1, 2007, by and between the Commission and the Trustee (together, the "Indenture"). The issuance of the Notes has been authorized pursuant to Chapter 161, Laws of Washington, 1983, as amended, and Resolution No. 07-72 of the Commission adopted on March 22, 2007 (the "Resolution").

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

The Notes are dated October __, 2007 and pay interest semiannually on each June 1 and December 1, commencing December 1, 2007. The Notes are fully registered, mature on October 1, 2008, 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 Notes are subject to 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 Notes 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 Notes 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 Notes, 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 Notes are limited obligations of the Commission and are payable solely out of the Revenues, Eligible Collateral and other funds held under the Indenture. The Notes 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 Notes. The Notes 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 Notes, 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,

K&L PRESTON GATES ELLIS LLP

By

October __, 2007

Washington State Housing Finance Commission
Seattle, Washington

UBS Securities LLC
San Francisco, California

Moody's Investors Service
New York, New York

Re: Washington State Housing Finance Commission
Single-Family Program Bonds, 2007 Series 5A (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, 2007 Series 5A (AMT) in the principal amount of $50,000,000 (the "2007 Series 5A Bonds") for the purpose of providing funds 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 Countrywide Home Loans, Inc. (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") between 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 February 1, 2005 (the "Servicing Agreement"), by and among the Servicer, the Commission and Wells Fargo Bank, N.A., successor to Wells Fargo Bank Minnesota, National Association (the "Trustee").

The 2007 Series 5A Bonds are issued under a General Trust Indenture dated as of May 1, 1995, as previously supplemented and amended, and the 2007 Series 5 Indenture, dated as of October 1, 2007, by and between the Commission and the Trustee (together, the "Indenture"). The issuance of the 2007 Series 5A Bonds has been authorized pursuant to Chapter 161, Laws of Washington, 1983, as amended, and Resolution No. 07-72 of the Commission adopted on March 22, 2007 (the "Resolution").

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

The 2007 Series 5A Bonds are dated October __, 2007 and pay interest semiannually on each June 1 and December 1, commencing December 1, 2007. The 2007 Series 5A 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 2007 Series 5A 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 2007 Series 5A 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 2007 Series 5A 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 2007 Series 5A 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 2007 Series 5A 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 2007 Series 5A 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 2007 Series 5A Bonds. The 2007 Series 5A 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 2007 Series 5A 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,

K&L PRESTON GATES ELLIS LLP

By

APPENDIX E:
FORM OPINIONS OF SPECIAL TAX COUNSEL

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October __, 2007

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

Washington State Housing Finance Commission
Single-Family Program Notes,
2007 Series 5A-S (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 $30,005,000 aggregate principal amount Single-Family Program Notes, 2007 Series 5A-S (AMT) (the "Notes"). The Notes will be issued pursuant to the General Trust Indenture dated as of May 1, 1995 by and between the Washington State Housing Finance Commission (the "Commission") and Norwest Bank Minnesota, National Association, as trustee, as supplemented (the "General Indenture"), and a Series Indenture dated as of October 1, 2007 (the "2007 Series 5 Indenture"), between the Commission and Wells Fargo Bank, National Association (the "Trustee"), authorizing the issuance of the Notes. Capitalized terms not otherwise defined herein are used as defined in the General Indenture and the 2007 Series 5 Indenture.

In connection with the issuance of the Notes, we have examined the General Indenture and the 2007 Series 5 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 2007 Series 5 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, interest on the Notes is not includable in the gross income of the owners thereof for purposes of federal income taxation and interest on the Notes is a specific preference item for purposes of federal alternative minimum taxes.

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

The opinions expressed herein are rendered in reliance upon the opinion of K&L Preston Gates Ellis LLP, Bond Counsel, as to the validity of the Notes under the Constitution and laws of the State of Washington.

Very truly yours

October __, 2007

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

Washington State Housing Finance Commission
Single-Family Program Bonds,
2007 Series 5A (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 $50,000,000 aggregate principal amount Single-Family Program Bonds, 2007 Series 5A (AMT) (the "2007 Series 5A Bonds"). The 2007 Series 5A Bonds will be issued pursuant to the General Trust Indenture dated as of May 1, 1995 by and between the Washington State Housing Finance Commission (the "Commission") and Norwest Bank Minnesota, National Association, as trustee, as supplemented (the "General Indenture"), and a Series Indenture dated as of October 1, 2007 (the "2007 Series 5 Indenture"), between the Commission and Wells Fargo Bank, National Association (the "Trustee"), authorizing the issuance of the 2007 Series 5A Bonds. Capitalized terms not otherwise defined herein are used as defined in the General Indenture and the 2007 Series 5 Indenture.

In connection with the issuance of the 2007 Series 5A Bonds, we have examined the General Indenture and the 2007 Series 5 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 2007 Series 5 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, interest on the 2007 Series 5A Bonds is not includable in the gross income of the owners thereof for purposes of federal income taxation and interest on the 2007 Series 5A Bonds is a specific preference item for purposes of federal alternative minimum taxes.

We express no opinion regarding any other consequences affecting the federal income tax liability of a recipient of interest on the 2007 Series 5A Bonds.

The opinions expressed herein are rendered in reliance upon the opinion of K&L Preston Gates Ellis LLP, Bond Counsel, as to the validity of the 2007 Series 5A Bonds under the Constitution and laws of the State of Washington.

Very truly yours

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 September 1, 2007

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
1998 1A, 1N & 1T	01/01/1998	AMT Serials	12/1/2000 - 12/1/2005	4.00-4.45%	$1,355,000.00	$ 0
	"	AMT Term	12/01/2018	5.25%	3,880,000.00	2,305,000
	"	AMT Term	06/01/2029	5.35%	7,475,000.00	3,310,000
	"	Non-AMT Serials	6/1/2006-12/1/2008	4.45-4.65%	790,000.00	230,000
	"	Taxable Term	06/01/2029	6.83%	6,500,000.00	0
					$20,000,000.00	**$5,845,000**
1998 2A & 2T	03/01/1998	AMT Serials	12/1/2000 - 12/1/2008	4.15-4.90%	$1,935,000.00	$ 365,000
	"	AMT Term	12/01/2018	5.375%	3,315,000.00	3,300,000
	"	AMT Term	06/01/2029	5.45%	6,750,000.00	0
	"	Taxable Term	06/01/2029	6.95%	4,000,000.00	0
					$16,000,000.00	**$3,665,000**
1998 3A, 3N & 3T	05/01/1998	AMT Serials	12/1/2000-12/1/2010	4.25-5.20%	$5,740,000.00	$ 750,000
	"	AMT Term	12/01/2022	5.40%	6,000,000.00	0
	"	AMT Term	12/01/2029	5.45%	12,200,000.00	0
	"	Non-AMT Term	12/01/2017	5.25%	5,540,000.00	1,635,000
	"	Taxable Term	12/01/2029	6.95%	5,000,000.00	0
					$34,480,000.00	**$2,385,000**
1998 4A & 4T	08/27/1998	AMT Term	12/01/2004	4.40%	$4,000,000.00	$ 0
	"	AMT Serials	6/1/2005 - 12/1/2010	4.60-5.05%	5,660,000.00	1,880,000
	"	AMT Term – CDIB	12/01/2020	0.00%/5.60%	2,190,171.34	0
	"	AMT Term – CDIB	06/01/2021	0.00%/5.60%	3,502,524.34	0
	"	AMT Term	12/01/2024	5.40%	4,650,000.00	1,920,000
	"	AMT Term—6/1/2008*	06/01/2030	5.35%	10,000,000.00	9,920,000
	08/01/1998	Taxable Term	06/01/2030	6.75%	5,000,000.00	0
					$35,002,695.68	**$13,720,000**
1998 5A, 5N & 5T	10/01/1998	AMT Term	12/01/2006	4.15%	$4,110,000.00	$ 0
	"	AMT Serials	6/1/2007-6/1/2010	4.55-4.80%	1,850,000.00	1,385,000
	11/19/1998	AMT Term – CDIB	06/01/2013	0.00%/5.45%	583,040.00	0
	11/19/1998	AMT Term – CDIB	12/01/2021	0.00%/5.45%	3,209,635.20	0
	10/01/1998	AMT Term—12/1/2008*	06/01/2030	5.15%	9,170,000.00	9,090,000
	"	Non-AMT Serials	6/1/2010-12/1/2010	4.65%	295,000.00	270,000
	"	Taxable Term	06/01/2030	6.22%	3,000,000.00	0
					$22,217,675.20	**$10,745,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
1999 1A, 1N & 1T	01/01/1999	AMT Term	12/01/2007	4.15%	$5,405,000.00	$ 260,000
	"	AMT Serials	6/1/2008-12/1/2010	4.50-4.70%	1,955,000.00	1,390,000
	02/24/1999	AMT Term – CDIB	12/01/2025	0.00%/5.40%	4,336,382.15	0
	01/01/1999	AMT Term	06/01/2030	5.20%	6,085,000.00	4,035,000
	"	Non-AMT Term	12/01/2017	5.05%	4,220,000.00	3,000,000
	"	Taxable Term	06/01/2030	6.45%	3,000,000.00	0
					$25,001,382.15	**$8,685,000**
1999 2A, 2N & 2T	04/15/1999	AMT Term	12/01/2007	4.25%	$4,670,000.00	$ 120,000
	"	AMT Serials	6/1/2008-12/1/2010	4.55-4.75%	1,755,000.00	725,000
	05/27/1999	AMT Term – CDIB	06/01/2025	0.00%/5.50%	3,970,451.50	0
	04/15/1999	AMT Term	12/01/2030	5.25%	6,590,000.00	1,445,000
	"	Non-AMT Term—6/1/2009*	12/01/2016	4.90%	3,015,000.00	3,010,000
	"	Taxable Term	12/01/2030	6.76%	3,500,000.00	0
					$23,500,451.50	**$5,300,000**
1999 3A & 3T	06/01/1999	AMT Term	12/01/2008	4.70%	$3,110,000.00	$ 0
	"	AMT Serials	6/1/2009-12/1/2010	5.10-5.20%	1,015,000.00	0
	"	AMT Term—6/1/2004*	12/01/2023	5.45%	10,560,000.00	3,590,000
	"	AMT Term	12/01/2030	5.55%	10,315,000.00	0
	"	Taxable Term	12/01/2030	7.44%	5,000,000.00	0
					$30,000,000.00	**$3,590,000**
1999 4A, 4N & 4T	08/01/1999	AMT Serials	12/1/2001-12/1/2010	4.40-5.40%	$4,860,000.00	$ 0
	"	AMT Term—6/1/2009*	12/01/2024	5.75%	8,730,000.00	6,210,000
	"	AMT Term	12/01/2027	5.85%	4,460,000.00	0
	"	AMT Term	12/01/2030	5.85%	5,295,000.00	0
	"	Non-AMT Term	12/01/2016	5.55%	4,405,000.00	0
	"	Taxable Term	12/01/2030	7.77%	7,250,000.00	0
					$35,000,000.00	**$6,210,000**
1999 5A, 5N & 5T	10/01/1999	AMT Term	12/01/2020	6.05%	$2,865,000.00	$ 0
	"	AMT Term—12/1/2009*	06/01/2031	5.95%	14,540,000.00	11,610,000
	"	Non-AMT Serials	12/1/2001-12/1/2010	4.20-5.30%	3,830,000.00	0
	"	Non-AMT Term	12/01/2017	5.80%	4,340,000.00	0
	"	Taxable Term	06/01/2031	7.90%	7,000,000.00	0
					$32,575,000.00	**$11,610,000**
2000 4A & 4T	11/01/2000	AMT Serials	12/01/2002-12/1/2012	4.65-5.40%	$3,045,000.00	$905,000
	"	AMT Term	06/01/2020	5.90%	3,700,000.00	0
	"	AMT Term	12/01/2026	5.95%	5,000,000.00	0
	"	AMT Term	06/01/2032	5.95%	6,255,000.00	0
	"	Taxable Term	12/01/2031	8.30%	1,260,000.00	0
	"	Taxable Term	06/01/2032	8.30%	3,740,000.00	0
					$23,000,000.00	**$905,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2001 1A & 1N	02/01/2001	AMT Serials	12/01/2003-12/1/2012	3.85-4.80%	$3,255,000.00	$1,580,000
	"	AMT Term	06/01/2021	5.45%	2,245,000.00	0
	"	AMT Term	12/01/2032	5.50%	11,765,000.00	0
	"	Non-AMT Term	12/01/2017	5.10%	2,735,000.00	1,590,000
					$20,000,000.00	**$3,170,000**
2001 2A	04/15/2001	AMT Serials	12/01/2003-12/1/2012	3.90-5.20%	$4,630,000.00	$1,865,000
	"	AMT Term	06/01/2021	5.60%	6,465,000.00	0
	"	AMT Term	12/01/2032	5.70%	15,905,000.00	0
					$27,000,000.00	**$1,865,000**
2001 4A & 4T	06/15/2001	AMT Serials	06/01/2003-12/01/2012	3.65-5.10%	$4,500,000.00	$2,160,000
	"	AMT Term	06/01/2016	5.35%	2,160,000.00	0
	"	AMT Term	12/01/2021	5.45%	4,360,000.00	0
	"	AMT Stepped Coupon Term—12/1/2010*	06/01/2032	4.72/5.60%	13,980,000.00	13,960,000
	"	Taxable PAC Term	12/01/2032	5.88%	5,000,000.00	0
					$30,000,000.00	**$16,120,000**
2001 5A	11/15/2001	AMT Serials	12/01/2003-12/1/2012	3.00-4.65%	$3,490,000.00	$2,070,000
	"	AMT Term	12/01/2016	5.15%	1,995,000.00	1,785,000
	"	AMT Stepped Coupon Term	12/01/2021	4.00/5.51%	3,155,000.00	0
	"	AMT Stepped Coupon Term	06/01/2033	4.00/5.63%	11,360,000.00	0
					$20,000,000.00	**$3,855,000**
2002 1A	03/14/2002	AMT Serials	12/01/2003-12/1/2012	2.35-4.90%	$3,110,000.00	$1,035,000
	"	AMT Stepped Coupon Term	12/01/2020	4.00/5.55%	4,200,000.00	0
	"	AMT PAC Term	12/01/2022	4.60%	1,500,000.00	585,000
	"	AMT Stepped Coupon Term	06/01/2033	4.00/5.71%	11,190,000.00	0
					$20,000,000.00	**$1,620,000**
2002 2A	05/30/2002	AMT Serials	12/01/2003-12/1/2012	2.80-5.15%	$4,420,000.00	$2,110,000
	"	AMT Term	12/01/2020	5.60%	5,925,000.00	0
	"	AMT Stepped Coupon Term	06/01/2029	4.00/5.83%	10,000,000.00	0
	"	AMT Stepped Coupon Term	06/01/2033	4.00/5.83%	7,205,000.00	0
					$27,550,000.00	**$2,110,000**
2002 3A-R & 3N-R	05/30/2002	AMT PAC Stepped Coupon Term	12/01/2023	4.00/5.00%	$6,755,000.00	$2,680,000
	"	Non-AMT Serials	12/01/2002-12/01/2010	2.40-4.70%	4,015,000.00	0
	"	Non-AMT Term	12/01/2014	5.15%	2,745,000.00	0
	"	Non-AMT Term	12/01/2016	5.35%	2,045,000.00	0
					$15,560,000.00	**$2,680,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2002 4A	09/05/2002	AMT Serials	06/01/2004-12/1/2013	2.30-4.50%	$4,345,000.00	$2,230,000
	"	AMT Term—6/1/2012*	12/01/2022	5.10%	6,465,000.00	5,365,000
	"	AMT Stepped Coupon Term	12/01/2030	4.00-5.50%	9,190,000.00	0
	"	AMT PAC Term	12/01/2033	4.375%	5,000,000.00	3,150,000
					$25,000,000.00	**$10,745,000**
2002 5A	01/15/2003	AMT Term	12/01/2012	3.90%	$4,150,000.00	$2,390,000
	"	AMT PAC Term	12/01/2017	4.00%	3,000,000.00	1,790,000
	"	AMT Term	12/01/2022	5.15%	4,655,000.00	4,145,000
	"	AMT Term	12/01/2033	5.25%	11,775,000.00	8,705,000
					$23,580,000.00	**$17,030,000**
2003 1A & 1N	05/21/2003	AMT Serials	06/01/2005-06/01/2009	1.90-3.45%	$1,250,000.00	$ 420,000
	"	AMT Term	12/01/2020	4.85%	5,980,000.00	3,465,000
	"	AMT Term—12/1/2012*	12/01/2023	4.80%	4,015,000.00	4,015,000
	"	AMT PAC Term	06/01/2026	3.75%	5,615,000.00	3,300,000
	"	Non-AMT Serials	06/01/2009-06/01/2016	3.20-4.40%	3,140,000.00	2,900,000
					$20,000,000.00	**$14,100,000**
2003 2A & 2N	09/25/2003	AMT Serials	06/01/2004-12/01/2012	1.50-4.60%	$4,460,000.00	$2,715,000
	"	AMT Term	12/01/2019	5.20%	12,405,000.00	11,300,000
	"	AMT Term	12/01/2022	5.30%	1,945,000.00	0
	"	AMT PAC Term	12/01/2024	4.05%	4,225,000.00	2,775,000
	"	Non-AMT Serials	12/01/2012-12/01/2014	4.30-4.60%	1,465,000.00	1,335,000
					$24,500,000.00	**$18,125,000**
2003 3A & 3N	11/19/2003	AMT Serials	06/01/2004-06/01/2014	1.30-4.30%	$6,695,000.00	$4,085,000
	"	AMT Term	12/01/2023	4.80%	6,065,000.00	6,065,000
	"	AMT Term	12/01/2029	4.85%	5,450,000.00	5,445,000
	"	AMT Term	06/01/2034	4.90%	5,190,000.00	5,190,000
	"	Non-AMT Serials	06/01/2014 & 12/01/2014	4.00%	485,000.00	485,000
					$23,885,000.00	**$21,270,000**
2004 1A & 1N	03/18/2004	AMT Serials	12/01/2004-12/01/2009	1.35-3.05%	$3,675,000.00	$1,790,000
	"	AMT PAC Term	12/01/2021	5.00%	9,585,000.00	6,765,000
	"	AMT Term	12/01/2024	4.75%	5,640,000.00	5,315,000
	"	AMT Term	12/01/2029	4.80%	6,285,000.00	5,920,000
	"	AMT Term	12/01/2034	4.85%	7,240,000.00	3,825,000
	"	Non-AMT Serials	06/01/2010-06/01/2015	3.00-4.10%	4,900,000.00	4,610,000
					$37,325,000.00	**$28,225,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2004 2A & 2N	07/07/2004	AMT Serials	06/01/2009 & 06/01/2013	4.10 & 4.95%	$ 200,000.00	$ 200,000
	"	AMT Term	12/01/2014	4.25%	7,055,000.00	5,515,000
	"	AMT PAC Term	06/01/2021	5.00%	7,255,000.00	5,885,000
	"	AMT Term	12/01/2024	5.15%	5,450,000.00	5,380,000
	"	AMT Term	06/01/2030	5.20%	8,625,000.00	8,505,000
	"	AMT Term	12/01/2034	5.30%	4,705,000.00	2,830,000
	"	AMT Term	06/01/2035	5.30%	4,710,000.00	4,205,000
	"	Non-AMT Serials	12/01/2014 & 06/01/2015	4.70 & 4.80%	885,000.00	830,000
					$38,885,000.00	**$33,350,000**
2004 3A & 3N	08/25/2004	AMT Serials	06/01/2005-06/01/2011	1.80-4.00%	$ 2,080,000.00	$ 915,000
	"	AMT Term	12/01/2012	3.93%	2,680,000.00	2,640,000
	"	AMT PAC Term	12/01/2020	5.25%	5,720,000.00	4,600,000
	"	AMT Term	06/01/2025	5.00%	3,370,000.00	3,320,000
	"	AMT Term	12/01/2025	5.00%	3,100,000.00	3,055,000
	"	AMT Term	06/01/2030	5.10%	3,500,000.00	3,445,000
	"	AMT Term	12/01/2030	5.10%	3,495,000.00	3,445,000
	"	AMT Term	12/01/2034	5.15%	3,790,000.00	2,005,000
	"	AMT Term	06/01/2035	5.15%	3,785,000.00	3,465,000
	"	Non-AMT Term	06/01/2016	4.40%	220,000.00	220,000
	"	Non-AMT Term	12/01/2016	4.40%	1,760,000.00	1,725,000
					$33,500,000.00	**$28,835,000**
2004 4A & 4N	12/09/2004	AMT Serials	06/01/2005-12/01/2010	2.00-3.50%	$ 2,265,000.00	$1,530,000
	"	AMT Term	12/01/2015	3.95%	2,655,000.00	2,640,000
	"	Non-AMT Term	06/01/2016	4.05%	480,000.00	475,000
	"	AMT Term	12/01/2021	4.40%	3,920,000.00	3,905,000
	"	AMT PAC Term	12/01/2025	4.25%	4,485,000.00	3,685,000
	"	AMT Term	12/01/2030	4.70%	4,590,000.00	4,570,000
	"	AMT Term	12/01/2035	4.80%	5,395,000.00	4,435,000
					$23,790,000.00	**$21,240,000**
2005 1A & 1N	03/31/2005	AMT Serials	06/01/2006-06/01/2012	2.40-3.75%	$ 2,900,000.00	$2,290,000
	"	Non-AMT Term	06/01/2017	4.00%	2,810,000.00	2,810,000
	"	AMT Term	12/01/2021	4.30%	3,160,000.00	3,160,000
	"	AMT PAC Term	12/01/2025	5.00%	3,480,000.00	3,315,000
	"	AMT Term	12/01/2030	4.60%	5,500,000.00	5,495,000
	"	AMT Term	12/01/2035	4.65%	7,150,000.00	6,505,000
					$25,000,000.00	**$23,575,000**
2005 2A & VR-2A	06/16/2005	AMT Serials	12/01/2006-06/01/2015	3.00-4.35%	$ 3,685,000.00	$ 3,125,000
	"	AMT PAC Term	12/01/2025	5.00%	2,485,000.00	2,415,000
	"	AMT Term	12/01/2035	4.75%	13,830,000.00	13,510,000
	"	AMT Term	06/01/2036	variable	10,000,000.00	10,000,000
					$30,000,000.00	**$29,050,000**

Series	Dated Date	Type	Maturity	Coupon	Original Par Amount	Outstanding Par Amount
2005 3A	08/04/2005	AMT PAC Term	06/01/2016	5.00%	$ 3,710,000.00	$ 3,345,000
	"	AMT "Super Sinker" Term	12/01/2025	4.15%	3,475,000.00	3,445,000
	"	AMT Term	06/01/2036	4.70%	12,610,000.00	12,610,000
					$19,795,000.00	**$19,400,000**
2005 4A	09/29/2005	AMT Serials	12/01/2006-12/01/2010	3.00-3.90%	$ 1,755,000.00	$ 1,375,000
	"	AMT Term	12/01/2012	4.00%	910,000.00	910,000
	"	AMT PAC Term	06/01/2035	5.25%	11,530,000.00	11,220,000
	"	AMT Term	12/01/2035	4.80%	9,335,000.00	9,335,000
	"	AMT Term	06/01/2036	4.80%	850,000.00	850,000
					$24,380,000.00	**$23,690,000**
2005 5A	12/15/2005	AMT Serials	12/01/2006-12/01/2014	3.20-4.55%	$ 3,595,000.00	$3,275,000
	"	AMT Term	12/01/2031	5.00%	8,865,000.00	8,860,000
	"	AMT PAC Term	12/01/2035	5.50%	8,160,000.00	8,160,000
	"	AMT Term	06/01/2036	5.00%	3,915,000.00	3,915,000
					$24,535,000.00	**$24,210,000**
2006 1A	02/23/2006	AMT Serials	06/01/2007-06/01/2013	3.40-4.20%	$ 5,280,000.00	$ 4,775,000
	"	AMT Term	12/01/2025	4.85%	16,805,000.00	16,805,000
	"	AMT PAC Term	12/01/2036	5.25%	14,460,000.00	14,300,000
	"	AMT Term—12/1/2014*	06/01/2037	4.90%	12,720,000.00	12,720,000
					$49,265,000.00	**$48,600,000**
2006 2A	05/25/2006	AMT Serials	06/01/2007-12/01/2014	3.70-4.65%	$ 6,410,000.00	$ 6,135,000
	"	AMT Term	12/01/2021	4.80%	8,540,000.00	8,540,000
	"	AMT Term	12/01/2026	4.90%	8,455,000.00	8,455,000
	"	AMT PAC Term	12/01/2036	5.25%	14,215,000.00	14,215,000
	"	AMT Term	12/01/2037	4.90%	11,750,000.00	11,750,000
					$49,370,000.00	**$49,095,000**
2006 3A	07/13/2006	AMT Serials	06/01/2007-12/01/2014	3.65-4.50%	$ 6,965,000.00	$ 6,715,000
	"	AMT Term	12/01/2021	4.80%	9,395,000.00	9,395,000
	"	AMT Term	12/01/2026	4.90%	9,350,000.00	9,350,000
	"	AMT PAC Term	12/01/2031	4.95%	12,360,000.00	12,360,000
	"	AMT Term	12/01/2037	5.00%	16,930,000.00	16,930,000
					$55,000,000.00	**$54,750,000**
2006 4A	08/23/2006	AMT Serials	06/01/2007-06/01/2012	4.00-4.50%	$ 4,415,000.00	$ 4,245,000
	"	AMT Term	12/01/2015	4.70%	3,560,000.00	3,560,000
	"	AMT Term	12/01/2021	4.95%	8,075,000.00	8,075,000
	"	AMT Term	12/01/2026	5.05%	9,260,000.00	9,260,000
	"	AMT Term	12/01/2031	5.10%	12,400,000.00	12,400,000
	"	AMT Term	06/01/2037	5.15%	17,560,000.00	17,560,000
					$55,000,000.00	**$54,830,000**

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%	$ 4,310,000.00	$ 4,310,000
	"	AMT Term	12/01/2016	4.35%	4,175,000.00	4,175,000
	"	AMT Term	12/01/2021	4.625%	6,790,000.00	6,790,000
	"	AMT Term	12/01/2026	4.75%	9,090,000.00	9,090,000
	"	AMT Term	12/01/2031	4.85%	12,170,000.00	12,170,000
	"	AMT Term	06/01/2037	4.90%	13,465,000.00	13,465,000
	"	AMT Term—12/1/2013*	12/01/2037	4.75%	5,000,000.00	5,000,000
					$55,000,000.00	**$55,000,000**
2006 6A	12/06/2006	AMT Serials	12/01/2007-12/01/2012	3.65-4.10%	$ 4,140,000.00	$ 4,140,000
	"	AMT Term	12/01/2016	4.30%	3,920,000.00	3,920,000
	"	AMT Term	12/01/2021	4.55%	6,630,000.00	6,630,000
	"	AMT Term	12/01/2027	4.70%	10,885,000.00	10,885,000
	"	AMT Term	12/01/2031	4.75%	5,000,000.00	5,000,000
	"	AMT PAC Term	12/01/2037	5.75%	16,500,000.00	16,500,000
	"	AMT Term	12/01/2037	4.80%	6,720,000.00	6,720,000
					$53,795,000.00	**$53,795,000**
2007 1A	02/08/2007	AMT Serials	06/01/2008-12/01/2012	3.65-4.15%	$ 3,910,000.00	$ 3,910,000
	"	AMT Term	12/01/2016	4.30%	3,765,000.00	3,765,000
	"	AMT Term	12/01/2021	4.60%	6,650,000.00	6,650,000
	"	AMT Term	12/01/2024	4.65%	5,005,000.00	5,005,000
	"	AMT Term	12/01/2031	4.75%	12,490,000.00	12,490,000
	"	AMT PAC Term	06/01/2038	5.50%	7,375,000.00	7,375,000
	"	AMT Term	06/01/2038	4.75%	14,845,000.00	14,845,000
					$54,490,000.00	**$54,490,000**
2007 2A	03/29/2007	AMT Serials	06/01/2008-12/01/2012	3.70-4.10%	$ 1,965,000.00	$ 1,965,000
	"	AMT Term	12/01/2016	4.30%	1,950,000.00	1,950,000
	"	AMT Term	12/01/2021	4.50%	5,230,000.00	5,230,000
	"	AMT Term	12/01/2027	4.60%	9,135,000.00	9,135,000
	"	AMT Term	12/01/2032	4.65%	10,325,000.00	10,325,000
	"	AMT Term	12/01/2038	4.70%	14,310,000.00	14,310,000
	"	AMT Term	06/01/2048	4.75%	12,085,000.00	12,085,000
					$55,000,000.00	**$55,000,000**
2007 3A	05/17/2007	AMT Serials	06/01/2008-12/01/2012	3.70-4.05%	$ 1,925,000.00	$ 1,925,000
	"	AMT Term	12/01/2016	4.375%	1,945,000.00	1,945,000
	"	AMT Term	12/01/2022	4.75%	6,480,000.00	6,480,000
	"	AMT Term	12/01/2027	4.80%	7,780,000.00	7,780,000
	"	AMT Term	12/01/2032	4.85%	10,275,000.00	10,275,000
	"	AMT Term	12/01/2038	4.90%	14,425,000.00	14,425,000
	"	AMT Term	06/01/2048	5.00%	12,170,000.00	12,170,000
					$55,000,000.00	**$55,000,000**

2007 4A, 4N & 4T	06/20/2007	AMT Term	12/01/2027	4.80%	$ 4,085,000.00	$ 4,085,000
	"	AMT Term	12/01/2032	4.85%	5,705,000.00	5,705,000
	"	AMT Term	12/01/2038	4.90%	8,195,000.00	8,195,000
	"	AMT Term	12/01/2048	5.00%	10,365,000.00	10,365,000
	"	Non-AMT Term	12/01/2013	3.80%	150,000.00	150,000
	"	Non-AMT Serials	06/01/2014-12/01/17	3.85-4.00%	2,000,000.00	2,000,000
	"	Taxable Serials	12/01/2008-12/01/2012	5.258-5.22%	1,690,000.00	1,690,000
	"	Taxable PAC Term	12/01/42	5.63%	22,790,000.00	22,790,000
					$54,980,000.00	**$54,980,000**
			Total Outstanding Long-Term Bonds:		**$1,367,962,204.53**	**$952,465,000**

* 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 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 [1]

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

Date	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; 1996 Series 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; 2000 Series 3A; 2001 Series 2A; 2001 Series 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

Table F-3
Washington State Housing Finance Commission Single-Family Program Bonds
Historical Usage of Bond Proceeds
(as of September 7, 2007) (1)

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 (2)	Mortgage Loan Interest Rates	Proceeds Used to Purchase Eligible Collateral (3)		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 4	06-4	08/23/2006	55,000,000	5.625 to 6.125%	54,999,469	100.0	0
Totals			$1,271,979,242		$1,249,756,572	98.2%	$22,072,656

(1) See "SINGLE-FAMILY MORTGAGE PROGRAM—Active House Key Programs under the Indenture" in the body of the Official Statement for the Commission's Mortgage Loan origination experience with respect to Bond issues for which the initial Bond proceeds currently are being used to originate Mortgage Loans.

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

(3) A portion of the initial proceeds of the 2000 Series 4 Bonds, the 2001 Series 2 Bonds, the 2001 Series 4 Bonds, the 2002 Series 2 Bonds, the 2003 Series 3 Bonds, the 2004 Series 1 Bonds, and the 2004 Series 4 Bonds were used to acquire principal-only participations in Certificates corresponding to House Key numbers for other Series of Bonds.

Table F-4
Washington State Housing Finance Commission Single-Family Program Bonds, 2007 Series 5
Allocation to Principal Receipts Subaccounts

From Date	To Date	2007 Series 5 Restricted Principal Receipts Subaccount	2007 Series 5 Unrestricted Principal Receipts Subaccount
October 25, 2007	October 24, 2017	0.00%	100.00%
October 25, 2017	December 1, 2047	100.00%	0.00%

Table F-5
Washington State Housing Finance Commission Single-Family Program Bonds
Mortgage-Backed Security (MBS) Pool Information
(Pools purchased as of September 1, 2007; reflecting August 2007 factors) (1)

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
B31777	$490,300.00	$482,007.93	FHLMC	4.750
B31779	698,031.00	686,690.52	FHLMC	4.750
B31803	428,327.00	422,493.97	FHLMC	4.750
B31804	494,422.00	487,780.81	FHLMC	4.750
B31883	311,169.00	309,308.69	FHLMC	4.750
A54719	1,952,727.00	1,842,431.47	FHLMC	4.875
A54744	1,305,897.00	1,284,717.18	FHLMC	4.875
A60981	1,954,034.00	1,921,106.81	FHLMC	4.875
A61140	1,628,299.00	1,609,311.85	FHLMC	4.875
A61204	2,404,225.00	2,381,594.51	FHLMC	4.875
A61296	2,085,180.00	2,064,914.26	FHLMC	4.875
B31768	437,593.00	431,541.17	FHLMC	4.875
B31780	521,354.00	514,151.23	FHLMC	4.875
B31788	572,414.00	565,095.65	FHLMC	4.875
B31801	358,173.00	353,436.98	FHLMC	4.875
B31809	450,594.00	445,387.43	FHLMC	4.875
B31821	480,587.00	475,575.35	FHLMC	4.875
B31839	362,849.00	359,479.01	FHLMC	4.875
B31862	578,220.00	574,248.35	FHLMC	4.875
B31884	783,964.00	773,140.51	FHLMC	4.875
B31896	675,953.00	672,075.42	FHLMC	4.875
B31901	341,646.00	339,622.57	FHLMC	4.875
B31908	312,535.00	310,425.61	FHLMC	4.875
B31825	490,225.00	484,907.31	FHLMC	5.000
B31906	181,733.00	180,880.03	FHLMC	5.000
B31776	296,335.00	291,995.36	FHLMC	5.100
A54745	1,843,636.00	1,818,370.20	FHLMC	5.125
A54850	1,334,632.00	1,317,646.99	FHLMC	5.125
A61046	2,024,467.00	2,001,310.42	FHLMC	5.125
A61048	1,700,051.00	1,680,993.34	FHLMC	5.125
A61075	1,240,168.00	1,114,189.37	FHLMC	5.125
A61120	2,251,916.00	2,226,493.56	FHLMC	5.125
A61123	1,305,099.00	1,292,126.50	FHLMC	5.125
A61138	1,963,952.00	1,944,693.11	FHLMC	5.125
A61141	1,376,627.00	1,361,870.47	FHLMC	5.125
A61202	1,595,402.00	1,580,313.60	FHLMC	5.125
A61225	1,594,422.00	1,580,435.11	FHLMC	5.125
A61297	1,387,272.00	1,376,222.09	FHLMC	5.125
A61367	2,013,910.00	1,997,829.96	FHLMC	5.125
A61404	1,324,846.00	1,315,530.44	FHLMC	5.125
B31767	415,555.00	410,052.98	FHLMC	5.125
B31769	486,063.00	479,007.20	FHLMC	5.125
B31781	717,861.00	708,293.56	FHLMC	5.125
B31786	334,082.00	329,234.62	FHLMC	5.125
B31789	700,678.00	441,763.58	FHLMC	5.125
B31790	323,610.00	318,486.14	FHLMC	5.125
B31794	558,637.00	550,640.14	FHLMC	5.125
B31800	309,927.00	306,096.72	FHLMC	5.125
B31810	281,432.00	278,319.92	FHLMC	5.125
B31818	596,196.00	589,608.50	FHLMC	5.125
B31822	728,767.00	553,794.98	FHLMC	5.125
B31834	374,456.00	370,969.86	FHLMC	5.125
B31835	406,518.00	402,922.97	FHLMC	5.125
B31836	494,455.00	489,233.21	FHLMC	5.125
B31877	593,916.00	590,606.11	FHLMC	5.125
B31885	331,032.00	329,176.39	FHLMC	5.125
B31887	546,830.00	543,751.73	FHLMC	5.125
B31902	390,155.00	388,425.79	FHLMC	5.125
B31909	79,110.00	78,760.18	FHLMC	5.125
B31765	321,537.00	226,224.99	FHLMC	5.250
A54720	1,854,727.00	1,830,760.55	FHLMC	5.375
A54746	2,403,719.00	2,256,861.46	FHLMC	5.375
A54851	2,779,675.00	2,745,043.31	FHLMC	5.375
A54852	2,393,252.00	2,365,595.32	FHLMC	5.375
A61047	2,206,274.00	2,171,395.43	FHLMC	5.375
A61049	1,255,500.00	1,242,317.05	FHLMC	5.375
A61076	1,489,265.00	1,194,910.39	FHLMC	5.375
A61121	2,421,636.00	2,395,279.03	FHLMC	5.375
A61139	1,136,252.00	1,124,287.93	FHLMC	5.375
A61142	1,198,859.00	1,186,215.23	FHLMC	5.375
A61201	1,687,391.00	1,672,923.17	FHLMC	5.375
A61226	1,045,117.00	1,036,115.83	FHLMC	5.375
A61298	1,209,725.00	1,200,927.27	FHLMC	5.375
A61368	1,438,060.00	1,427,308.85	FHLMC	5.375
B31766	569,189.00	384,214.05	FHLMC	5.375
B31770	814,918.00	803,210.51	FHLMC	5.375
B31778	473,883.00	467,801.98	FHLMC	5.375
B31782	494,471.00	487,557.75	FHLMC	5.375
B31787	686,772.00	677,736.68	FHLMC	5.375
B31791	883,009.00	872,808.59	FHLMC	5.375
B31795	317,938.00	313,746.49	FHLMC	5.375
B31796	818,507.00	808,999.08	FHLMC	5.375
B31797	540,238.00	528,935.19	FHLMC	5.375
B31802	549,592.00	543,222.34	FHLMC	5.375
B31811	587,822.00	580,344.77	FHLMC	5.375
B31816	661,752.00	654,141.43	FHLMC	5.375
B31823	727,049.00	720,055.60	FHLMC	5.375
B31831	270,754.00	268,444.40	FHLMC	5.375
B31833	968,436.00	958,243.31	FHLMC	5.375
B31840	630,509.00	625,159.70	FHLMC	5.375
B31851	654,810.00	649,910.59	FHLMC	5.375
B31863	743,339.00	738,617.87	FHLMC	5.375
B31864	617,820.00	613,911.21	FHLMC	5.375
B31869	471,879.00	468,900.73	FHLMC	5.375
B31870	765,029.00	760,161.43	FHLMC	5.375
B31876	977,975.00	970,444.04	FHLMC	5.375
B31878	625,084.00	621,711.08	FHLMC	5.375

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).

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
B31886	413,669.00	411,482.88	FHLMC	5.375
B31895	790,433.00	785,361.12	FHLMC	5.375
B31903	166,762.00	165,952.40	FHLMC	5.375
B31904	258,111.00	257,006.70	FHLMC	5.375
B31907	119,877.00	119,234.81	FHLMC	5.375
A61074	1,101,803.00	1,090,239.31	FHLMC	5.625
A61122	2,181,947.00	2,159,695.46	FHLMC	5.625
A61369	1,134,485.00	1,126,484.34	FHLMC	5.625
B31812	791,529.00	783,241.34	FHLMC	5.625
B31817	692,550.00	683,891.59	FHLMC	5.625
B31824	688,671.00	682,296.82	FHLMC	5.625
B31832	379,630.00	375,735.91	FHLMC	5.625
B31837	572,690.00	568,096.99	FHLMC	5.625
B31852	253,711.00	251,475.15	FHLMC	5.625
B31855	639,439.00	634,684.94	FHLMC	5.625
B31868	600,680.00	596,696.75	FHLMC	5.625
B31894	429,608.00	427,426.89	FHLMC	5.625
B31905	245,291.00	244,282.13	FHLMC	5.625
B31911	249,841.00	248,826.43	FHLMC	5.625
	Total FHLMC:	**$101,238,046.31**		
821421	641,470.00	617,642.32	FNMA	4.300
821876	757,831.00	726,955.41	FNMA	4.300
825992	660,675.00	636,545.88	FNMA	4.300
826325	422,021.00	404,646.57	FNMA	4.300
826327	319,296.00	308,659.11	FNMA	4.300
826510	294,950.00	285,199.98	FNMA	4.300
836028	273,759.00	142,778.46	FNMA	4.300
865779	224,760.00	219,371.41	FNMA	4.300
865780	176,397.00	172,125.83	FNMA	4.300
865782	530,705.00	459,016.48	FNMA	4.300
865783	139,045.00	133,240.12	FNMA	4.300
865784	115,959.00	113,095.48	FNMA	4.300
865785	233,448.00	227,734.62	FNMA	4.300
865895	150,310.00	146,609.13	FNMA	4.300
865896	73,607.00	70,736.61	FNMA	4.300
868637	192,773.00	188,349.53	FNMA	4.300
868638	110,061.00	91,715.25	FNMA	4.300
868648	100,887.00	98,076.97	FNMA	4.300
768427	351,531.00	333,053.17	FNMA	4.350
768430	74,800.00	56,709.51	FNMA	4.350
788816	2,030,620.00	1,716,410.86	FNMA	4.350
797254	609,302.00	581,006.09	FNMA	4.350
797269	91,161.00	86,093.42	FNMA	4.350
810272	407,422.00	385,095.31	FNMA	4.350
820523	309,617.00	296,104.77	FNMA	4.350
820526	469,167.00	451,021.84	FNMA	4.350
824134	322,525.00	310,613.11	FNMA	4.350
824135	268,853.00	259,330.36	FNMA	4.350
824139	166,723.00	161,049.89	FNMA	4.350
824386	268,570.00	258,529.04	FNMA	4.350
837944	82,620.00	80,003.26	FNMA	4.350
868855	20,854.00	18,828.76	FNMA	4.350

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
832662	1,661,610.00	1,606,848.92	FNMA	4.450
832666	353,370.00	342,017.21	FNMA	4.450
832823	598,872.00	579,482.06	FNMA	4.450
833134	300,649.00	291,769.15	FNMA	4.450
833135	570,508.00	553,029.08	FNMA	4.450
836246	779,898.00	755,665.49	FNMA	4.450
836247	467,289.00	354,939.29	FNMA	4.450
836479	689,673.00	668,598.05	FNMA	4.450
837945	81,800.00	79,276.71	FNMA	4.450
837948	78,702.00	10,966.66	FNMA	4.450
844365	284,757.00	277,055.71	FNMA	4.450
844368	228,762.00	222,524.94	FNMA	4.450
844370	124,051.00	120,686.60	FNMA	4.450
844373	80,803.00	78,635.03	FNMA	4.450
844378	673,503.00	650,173.89	FNMA	4.450
844680	368,175.00	358,297.37	FNMA	4.450
847066	120,900.00	110,617.74	FNMA	4.450
848599	150,946.00	147,077.01	FNMA	4.450
848601	124,790.00	120,220.99	FNMA	4.450
848616	194,786.00	189,733.53	FNMA	4.450
849320	135,499.00	131,579.42	FNMA	4.450
849327	119,737.00	116,812.09	FNMA	4.450
849330	79,188.00	77,261.36	FNMA	4.450
849332	168,382.00	157,655.04	FNMA	4.450
865773	999,622.00	964,616.24	FNMA	4.450
865776	157,721.00	83,674.30	FNMA	4.450
865892	102,419.00	100,041.46	FNMA	4.450
868523	353,252.00	345,420.24	FNMA	4.450
868633	80,101.00	78,309.72	FNMA	4.450
868635	68,483.00	66,761.84	FNMA	4.450
868644	94,178.00	92,094.45	FNMA	4.450
740643	737,820.00	634,096.19	FNMA	4.490
740645	855,935.00	683,108.98	FNMA	4.490
740647	1,266,526.00	843,279.66	FNMA	4.490
740648	492,044.00	328,129.93	FNMA	4.490
740650	208,011.00	195,238.24	FNMA	4.490
768418	228,364.00	213,198.31	FNMA	4.490
768421	189,640.00	177,659.36	FNMA	4.490
810279	922,428.00	877,446.60	FNMA	4.500
818969	447,806.00	342,231.45	FNMA	4.500
818971	418,541.00	388,792.65	FNMA	4.500
820524	283,300.00	270,756.23	FNMA	4.500
824133	312,568.00	246,389.50	FNMA	4.500
824136	205,005.00	197,958.66	FNMA	4.500
837946	69,737.00	67,350.19	FNMA	4.500
868891	63,925.00	61,007.93	FNMA	4.500
788817	1,411,716.00	1,269,130.62	FNMA	4.550
797267	514,633.00	374,705.14	FNMA	4.550
810283	143,522.00	137,921.75	FNMA	4.550
821422	333,082.00	320,137.75	FNMA	4.550
821877	257,443.00	248,469.99	FNMA	4.550
825989	550,015.00	531,298.38	FNMA	4.550
825993	569,333.00	414,269.28	FNMA	4.550

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
832452	359,036.00	347,823.49	FNMA	4.550
832813	264,684.00	256,943.06	FNMA	4.550
832824	263,868.00	255,867.45	FNMA	4.550
865781	109,606.00	107,063.86	FNMA	4.550
865893	170,337.00	166,386.33	FNMA	4.550
721735	891,704.00	704,341.40	FNMA	4.600
740644	848,134.00	783,797.50	FNMA	4.600
740651	351,875.00	327,965.70	FNMA	4.600
768420	895,838.00	690,331.29	FNMA	4.600
768422	598,532.00	318,684.48	FNMA	4.600
768425	574,508.00	459,895.20	FNMA	4.600
788815	286,899.00	167,007.67	FNMA	4.600
788819	1,072,064.00	940,952.04	FNMA	4.600
788822	644,287.00	602,892.94	FNMA	4.600
797251	1,156,706.00	874,155.22	FNMA	4.600
797255	213,151.00	201,608.07	FNMA	4.600
797268	512,016.00	414,275.35	FNMA	4.600
810273	873,414.00	831,408.45	FNMA	4.600
818973	102,938.00	99,171.71	FNMA	4.600
818977	294,400.00	280,729.96	FNMA	4.600
820525	266,006.00	256,047.93	FNMA	4.600
824138	89,266.00	85,877.34	FNMA	4.600
837947	72,640.00	70,340.75	FNMA	4.600
844375	459,196.00	424,218.11	FNMA	4.650
848385	454,235.00	441,837.81	FNMA	4.650
848852	807,691.00	785,945.87	FNMA	4.650
849150	396,108.00	384,683.81	FNMA	4.650
849328	141,667.00	138,361.52	FNMA	4.650
849331	50,820.00	49,570.48	FNMA	4.650
849335	94,777.00	92,565.92	FNMA	4.650
865358	429,397.00	415,856.46	FNMA	4.650
865558	200,358.00	195,000.46	FNMA	4.650
865559	362,176.00	354,187.42	FNMA	4.650
865778	253,289.00	245,703.37	FNMA	4.650
868756	71,154.00	69,732.19	FNMA	4.650
872678	83,952.00	82,240.48	FNMA	4.650
872878	114,184.00	112,199.76	FNMA	4.650
894298	141,889.00	139,582.36	FNMA	4.650
797259	73,864.00	69,763.80	FNMA	4.700
797264	912,524.00	774,611.17	FNMA	4.700
807312	621,526.00	365,686.30	FNMA	4.700
810276	486,806.00	361,685.09	FNMA	4.700
818972	244,404.00	129,661.57	FNMA	4.700
820530	295,780.00	283,409.44	FNMA	4.700
820532	100,000.00	96,561.27	FNMA	4.700
832663	710,601.00	576,357.51	FNMA	4.700
832819	571,134.00	549,347.55	FNMA	4.700
832820	664,924.00	509,223.41	FNMA	4.700
833132	401,284.00	229,111.99	FNMA	4.700
836251	607,045.00	445,951.42	FNMA	4.700
836478	416,009.00	402,082.74	FNMA	4.700
836722	264,143.00	257,025.76	FNMA	4.700
844366	217,578.00	119,334.82	FNMA	4.700

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
844371	128,942.00	125,501.71	FNMA	4.700
844372	163,261.00	158,939.35	FNMA	4.700
844379	728,640.00	638,472.23	FNMA	4.700
847067	214,011.00	207,970.92	FNMA	4.700
865345	289,151.00	280,661.40	FNMA	4.700
865353	87,501.00	85,188.36	FNMA	4.700
865355	142,532.00	139,199.28	FNMA	4.700
865774	156,217.00	152,665.70	FNMA	4.700
865775	54,482.00	53,251.22	FNMA	4.700
886246	96,960.00	95,306.48	FNMA	4.700
689806	412,943.00	380,517.91	FNMA	4.750
689808	383,097.00	337,777.43	FNMA	4.750
689810	427,918.00	394,629.25	FNMA	4.750
721733	749,880.00	534,906.03	FNMA	4.750
721734	1,271,524.00	775,930.08	FNMA	4.750
740642	386,356.00	194,663.52	FNMA	4.750
740646	893,049.00	623,957.91	FNMA	4.750
740649	1,693,265.00	1,340,117.99	FNMA	4.750
768423	1,145,674.00	974,388.84	FNMA	4.750
768424	426,126.00	343,149.93	FNMA	4.750
768426	168,223.00	159,695.67	FNMA	4.750
768429	149,420.00	134,920.78	FNMA	4.750
788818	1,598,067.00	1,394,359.11	FNMA	4.750
797256	87,697.00	83,884.83	FNMA	4.750
797270	99,502.00	95,298.55	FNMA	4.750
810280	348,499.00	324,469.82	FNMA	4.750
810284	208,008.00	199,575.17	FNMA	4.750
818974	311,376.00	299,277.15	FNMA	4.750
824141	57,693.00	55,855.23	FNMA	4.750
844381	900,718.00	769,286.09	FNMA	4.750
848383	296,274.00	288,673.86	FNMA	4.750
848600	130,048.00	126,483.91	FNMA	4.750
849318	274,442.00	264,940.34	FNMA	4.750
849329	73,658.00	71,712.94	FNMA	4.750
849333	114,201.00	111,554.47	FNMA	4.750
849334	84,506.00	81,609.18	FNMA	4.750
865357	313,138.00	305,896.81	FNMA	4.750
865364	697,582.00	455,733.38	FNMA	4.750
865894	92,686.00	90,677.82	FNMA	4.750
868401	340,776.00	327,620.48	FNMA	4.750
868885	96,151.00	94,255.53	FNMA	4.750
868888	1,145,956.00	1,119,361.28	FNMA	4.750
868889	508,344.00	498,680.69	FNMA	4.750
869049	629,261.00	616,291.97	FNMA	4.750
872342	1,333,913.00	1,305,066.40	FNMA	4.750
872417	115,367.00	113,242.03	FNMA	4.750
872429	454,911.00	446,780.70	FNMA	4.750
872610	525,146.00	515,628.45	FNMA	4.750
872615	302,400.00	297,034.71	FNMA	4.750
872688	286,252.00	280,972.00	FNMA	4.750
872872	109,374.00	106,938.30	FNMA	4.750
883174	611,464.00	601,133.96	FNMA	4.750
883176	87,892.00	86,407.37	FNMA	4.750

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
883184	1,119,403.00	969,053.03	FNMA	4.750
883301	536,163.00	527,082.37	FNMA	4.750
886230	72,727.00	71,526.28	FNMA	4.750
886231	351,356.00	345,947.81	FNMA	4.750
893987	109,551.00	107,746.11	FNMA	4.750
893990	79,723.00	78,678.19	FNMA	4.750
902925	109,071.00	107,821.75	FNMA	4.750
918078	4,588,443.00	4,566,393.93	FNMA	4.750
918422	963,676.00	960,319.67	FNMA	4.750
918752	1,066,161.00	1,062,443.45	FNMA	4.750
918759	202,772.00	202,064.14	FNMA	4.750
918760	1,120,449.00	1,113,746.05	FNMA	4.750
918761	195,150.00	194,468.21	FNMA	4.750
918762	375,196.00	373,886.75	FNMA	4.750
937911	314,656.00	313,926.30	FNMA	4.750
937915	1,418,797.00	1,408,443.10	FNMA	4.750
938237	980,012.00	977,220.07	FNMA	4.750
942074	607,525.00	606,814.98	FNMA	4.750
942813	214,198.00	214,198.00	FNMA	4.750
942814	564,782.00	564,782.00	FNMA	4.750
942830	799,622.00	799,622.00	FNMA	4.750
946567	155,641.00	155,641.00	FNMA	4.750
788820	475,252.00	345,191.67	FNMA	4.800
788823	390,755.00	372,348.46	FNMA	4.800
797252	2,164,184.00	1,678,890.82	FNMA	4.800
797257	247,562.00	237,133.76	FNMA	4.800
810274	715,178.00	586,243.13	FNMA	4.800
821420	494,487.00	478,300.50	FNMA	4.800
821875	463,930.00	156,157.63	FNMA	4.800
825991	471,914.00	456,854.60	FNMA	4.800
826326	230,588.00	221,907.98	FNMA	4.800
826509	297,405.00	287,852.82	FNMA	4.800
826720	369,953.00	357,798.55	FNMA	4.800
868639	684,117.00	669,525.28	FNMA	4.800
868640	366,065.00	355,275.83	FNMA	4.800
868641	58,909.00	57,662.39	FNMA	4.800
868642	124,539.00	121,903.50	FNMA	4.800
868643	69,585.00	66,950.43	FNMA	4.800
868884	174,642.00	171,140.40	FNMA	4.800
818976	662,300.00	637,262.76	FNMA	4.850
824132	159,220.00	153,658.49	FNMA	4.850
824137	201,241.00	194,534.69	FNMA	4.850
824140	57,370.00	55,573.97	FNMA	4.850
865370	591,414.00	577,908.02	FNMA	4.850
865560	613,951.00	600,930.85	FNMA	4.850
865999	715,693.00	699,884.21	FNMA	4.850
868404	355,059.00	343,889.11	FNMA	4.850
868526	85,903.00	84,189.55	FNMA	4.850
868757	271,077.00	166,214.05	FNMA	4.850
868886	186,989.00	183,486.56	FNMA	4.850
872251	444,035.00	435,673.27	FNMA	4.850
883177	101,885.00	100,222.59	FNMA	4.850
886232	289,645.00	272,965.44	FNMA	4.850
894297	78,836.00	76,949.45	FNMA	4.850
906534	413,946.00	262,690.14	FNMA	4.850
886234	93,395.00	91,963.23	FNMA	4.875
886239	1,497,899.00	1,473,310.07	FNMA	4.875
886243	767,680.00	756,116.42	FNMA	4.875
886383	565,415.00	556,333.39	FNMA	4.875
886387	207,300.00	203,526.77	FNMA	4.875
894332	621,041.00	613,861.10	FNMA	4.875
902267	298,588.00	295,116.49	FNMA	4.875
902910	569,038.00	563,069.08	FNMA	4.875
902921	634,595.00	626,956.84	FNMA	4.875
906011	864,453.00	855,272.00	FNMA	4.875
906449	305,157.00	302,689.41	FNMA	4.875
906460	177,700.00	176,261.71	FNMA	4.875
909511	991,068.00	982,054.01	FNMA	4.875
909513	339,870.00	337,097.93	FNMA	4.875
909747	615,629.00	611,168.20	FNMA	4.875
909971	525,310.00	521,661.14	FNMA	4.875
909973	1,131,645.00	1,123,874.01	FNMA	4.875
910263	413,315.00	410,933.81	FNMA	4.875
914442	1,694,104.00	1,683,014.87	FNMA	4.875
914690	572,910.00	567,022.39	FNMA	4.875
915097	922,041.00	917,836.22	FNMA	4.875
915099	199,775.00	198,869.38	FNMA	4.875
915101	166,635.00	165,870.77	FNMA	4.875
915105	357,445.00	355,766.60	FNMA	4.875
918416	729,270.00	726,712.98	FNMA	4.875
918749	168,984.00	168,320.23	FNMA	4.875
918756	326,555.00	325,428.45	FNMA	4.875
938142	193,894.00	193,441.33	FNMA	4.875
938143	424,339.00	423,328.20	FNMA	4.875
938146	352,921.00	352,090.89	FNMA	4.875
942812	218,504.00	218,504.00	FNMA	4.875
946360	99,163.00	99,163.00	FNMA	4.875
946480	187,216.00	187,216.00	FNMA	4.875
797260	300,405.00	225,618.75	FNMA	4.900
797262	1,027,424.00	984,392.80	FNMA	4.900
797265	415,405.00	276,725.93	FNMA	4.900
807313	1,120,120.00	958,273.63	FNMA	4.900
810277	950,016.00	914,839.73	FNMA	4.900
818970	271,413.00	261,856.73	FNMA	4.900
820529	85,807.00	82,915.28	FNMA	4.900
820531	117,650.00	113,642.80	FNMA	4.900
844376	380,454.00	371,003.83	FNMA	4.900
844599	267,300.00	65,446.63	FNMA	4.900
844677	641,774.00	455,039.56	FNMA	4.900
848386	511,825.00	499,278.30	FNMA	4.900
848849	654,079.00	638,490.78	FNMA	4.900
849155	200,922.00	196,396.02	FNMA	4.900
849319	347,746.00	337,693.75	FNMA	4.900
865352	289,850.00	283,380.65	FNMA	4.900
865360	68,446.00	66,918.88	FNMA	4.900
865890	119,507.00	116,985.98	FNMA	4.900

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
865997	189,146.00	185,336.64	FNMA	4.900
868631	316,391.00	309,759.57	FNMA	4.900
872679	86,907.00	85250.32	FNMA	4.900
832664	596,812.00	579,897.67	FNMA	4.950
832667	758,167.00	652,382.86	FNMA	4.950
832668	713,662.00	688,561.52	FNMA	4.950
832818	1,040,722.00	1,010,583.25	FNMA	4.950
833133	301,204.00	292,164.01	FNMA	4.950
836035	556,884.00	539,763.77	FNMA	4.950
836475	393,721.00	312,754.70	FNMA	4.950
836476	516,171.00	410,452.87	FNMA	4.950
836477	929,203.00	715,343.17	FNMA	4.950
844262	36,029.00	35,047.20	FNMA	4.950
844367	350,841.00	342,032.10	FNMA	4.950
844369	123,875.00	119,469.64	FNMA	4.950
844380	568,399.00	554,159.24	FNMA	4.950
849321	153,960.00	150,535.52	FNMA	4.950
849326	270,479.00	264,393.65	FNMA	4.950
865350	118,262.00	115,646.29	FNMA	4.950
865354	409,662.00	400,523.96	FNMA	4.950
865889	83,720.00	81,934.93	FNMA	4.950
865996	395,821.00	233,879.22	FNMA	4.950
868636	150,460.00	147,376.20	FNMA	4.950
868646	112,579.00	110,270.54	FNMA	4.950
868647	47,068.00	46,103.70	FNMA	4.950
868892	209,204.00	202,336.59	FNMA	4.950
868893	159,716.00	155,911.10	FNMA	4.950
902923	98,248.00	97,136.60	FNMA	4.950
629706	445,688.00	408,005.14	FNMA	5.000
647970	244,339.00	42,148.91	FNMA	5.000
673796	527,896.00	327,912.35	FNMA	5.000
673802	428,802.00	339,221.63	FNMA	5.000
673803	937,619.00	768,518.34	FNMA	5.000
673804	566,270.00	399,508.02	FNMA	5.000
689805	357,316.00	281,113.28	FNMA	5.000
689809	464,155.00	341,116.31	FNMA	5.000
689811	64,713.00	60,233.53	FNMA	5.000
788821	1,337,345.00	1,275,535.87	FNMA	5.000
797253	2,193,226.00	1,580,685.33	FNMA	5.000
797258	295,988.00	162,735.06	FNMA	5.000
810275	762,501.00	732,354.07	FNMA	5.000
810281	564,718.00	543,963.66	FNMA	5.000
810282	472,561.00	454,322.96	FNMA	5.000
818975	149,660.00	141,971.75	FNMA	5.000
820527	319,924.00	309,347.81	FNMA	5.000
844382	689,272.00	672,443.98	FNMA	5.000
849325	637,601.00	423,969.49	FNMA	5.000
865362	128,400.00	125,616.51	FNMA	5.000
865363	183,343.00	179,300.54	FNMA	5.000
865365	307,595.00	299,279.20	FNMA	5.000
865367	91,898.00	89,838.44	FNMA	5.000
865369	94,396.00	92,338.71	FNMA	5.000
865998	187,379.00	183,700.11	FNMA	5.000
868634	98,494.00	95,829.51	FNMA	5.000
868897	1,662,259.00	1,458,683.54	FNMA	5.000
869047	690,407.00	677,848.06	FNMA	5.000
869050	558,419.00	546,959.14	FNMA	5.000
872254	530,538.00	520,527.13	FNMA	5.000
872343	366,506.00	359,763.35	FNMA	5.000
872431	306,098.00	143,917.74	FNMA	5.000
872611	596,188.00	580,210.44	FNMA	5.000
872681	223,540.00	219,537.81	FNMA	5.000
872687	581,516.00	571,007.75	FNMA	5.000
872876	293,853.00	289,074.20	FNMA	5.000
883042	201,539.00	198,329.96	FNMA	5.000
883192	369,252.00	363,192.70	FNMA	5.000
883297	379,776.00	367,943.96	FNMA	5.000
883302	628,727.00	618,520.60	FNMA	5.000
886228	69,923.00	68,889.55	FNMA	5.000
894296	91,175.00	90,103.61	FNMA	5.000
909625	96,136.00	95,355.23	FNMA	5.000
909776	181,361.00	180,100.77	FNMA	5.000
914445	1,029,316.00	1,025,985.27	FNMA	5.000
915111	277,624.00	276,701.54	FNMA	5.000
918079	5,378,930.00	5,353,649.46	FNMA	5.000
918080	2,004,385.00	1,999,684.24	FNMA	5.000
918423	1,224,765.00	1,220,647.36	FNMA	5.000
918426	182,975.00	182,652.29	FNMA	5.000
918751	229,635.00	229,132.75	FNMA	5.000
918753	827,742.00	824,540.79	FNMA	5.000
918763	3,331,490.00	3,319,706.85	FNMA	5.000
918766	1,850,360.00	1,846,598.40	FNMA	5.000
937912	567,345.00	566,053.86	FNMA	5.000
937916	808,134.00	806,314.38	FNMA	5.000
937918	464,267.00	462,205.77	FNMA	5.000
937919	869,761.00	868,737.35	FNMA	5.000
938238	1,120,672.00	1,118,110.07	FNMA	5.000
938269	146,246.00	146,075.43	FNMA	5.000
938270	263,412.00	262,828.20	FNMA	5.000
938272	257,702.00	257,403.15	FNMA	5.000
938273	352,560.00	351,728.14	FNMA	5.000
942075	647,118.00	646,395.21	FNMA	5.000
942076	121,962.00	121,797.26	FNMA	5.000
942078	292,064.00	291,894.43	FNMA	5.000
942080	519,351.00	519,049.95	FNMA	5.000
942082	2,075,373.00	2,073,079.38	FNMA	5.000
942090	109,879.00	109,758.33	FNMA	5.000
942219	287,433.00	287,115.99	FNMA	5.000
942397	158,457.00	158,269.98	FNMA	5.000
942809	373,662.00	373,662.00	FNMA	5.000
942810	70,843.00	70,843.00	FNMA	5.000
942811	645,950.00	645,950.00	FNMA	5.000
942826	1,359,606.00	1,359,606.00	FNMA	5.000
942831	145,841.00	145,841.00	FNMA	5.000
946521	670,966.00	670,966.00	FNMA	5.000
946566	252,975.00	252,975.00	FNMA	5.000

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
946569	56,868.00	56,868.00	FNMA	5.000
797261	566,651.00	526,949.60	FNMA	5.100
797266	1,108,621.00	1,042,418.58	FNMA	5.100
807314	1,689,072.00	1,400,057.31	FNMA	5.100
810278	674,991.00	440,960.50	FNMA	5.100
818968	255,738.00	181,370.74	FNMA	5.100
820528	58,550.00	56,398.45	FNMA	5.100
865371	865,908.00	608,905.14	FNMA	5.100
865772	323,926.00	317,326.82	FNMA	5.100
866000	49,893.00	48,945.14	FNMA	5.100
866001	330,045.00	323,742.39	FNMA	5.100
868522	692,232.00	678,194.27	FNMA	5.100
868887	300,834.00	198,424.75	FNMA	5.100
872250	219,526.00	215,573.34	FNMA	5.100
872604	257,856.00	253,499.51	FNMA	5.100
872871	154,010.00	151,553.29	FNMA	5.100
883173	253,896.00	249,869.12	FNMA	5.100
883306	129,437.00	127,381.34	FNMA	5.100
886235	308,783.00	304,309.88	FNMA	5.125
886237	367,848.00	362,507.23	FNMA	5.125
886240	2,088,375.00	2,056,416.20	FNMA	5.125
886242	132,000.00	130,112.93	FNMA	5.125
886244	677,635.00	667,343.71	FNMA	5.125
886384	484,904.00	477,931.11	FNMA	5.125
894330	376,394.00	372,222.59	FNMA	5.125
894333	594,615.00	425,135.31	FNMA	5.125
894334	659,193.00	649,322.92	FNMA	5.125
894337	327,423.00	207,235.39	FNMA	5.125
902400	216,662.00	212,699.13	FNMA	5.125
902904	564,358.00	557,648.90	FNMA	5.125
902907	194,446.00	192,529.61	FNMA	5.125
902922	85,625.00	84,230.48	FNMA	5.125
906012	502,541.00	498,116.07	FNMA	5.125
906015	396,832.00	379,676.14	FNMA	5.125
906450	750,869.00	744,736.51	FNMA	5.125
906458	743,872.00	737,684.97	FNMA	5.125
909510	266,677.00	264,638.18	FNMA	5.125
909516	448,400.00	444,509.85	FNMA	5.125
909517	166,821.00	165,548.04	FNMA	5.125
909628	122,056.00	121,092.05	FNMA	5.125
909629	290,062.00	287,822.30	FNMA	5.125
909748	610,712.00	606,700.49	FNMA	5.125
909754	493,694.00	490,353.14	FNMA	5.125
909773	141,475.00	140,483.41	FNMA	5.125
909775	163,133.00	161,915.95	FNMA	5.125
909974	1,795,174.00	1,783,389.28	FNMA	5.125
909978	516,943.00	512,906.05	FNMA	5.125
909982	611,191.00	607,166.34	FNMA	5.125
909983	457,848.00	454,803.57	FNMA	5.125
910264	1,307,275.00	1,299,957.72	FNMA	5.125
914441	347,989.00	346,084.16	FNMA	5.125
914444	432,307.00	427,185.34	FNMA	5.125
914689	422,399.00	418,027.53	FNMA	5.125
914691	777,793.00	769,847.33	FNMA	5.125
915102	449,019.00	446,852.31	FNMA	5.125
915104	300,867.00	299,534.30	FNMA	5.125
915106	137,255.00	136,647.02	FNMA	5.125
918417	1,149,918.00	1,146,000.97	FNMA	5.125
918418	378,448.00	377,203.67	FNMA	5.125
918755	791,758.00	788,939.93	FNMA	5.125
938145	138,287.00	137,976.75	FNMA	5.125
942086	180,896.00	180,589.13	FNMA	5.125
942218	214,971.00	214,729.50	FNMA	5.125
942785	81,104.00	81,104.00	FNMA	5.125
946359	355,466.00	355,466.00	FNMA	5.125
946568	101,875.00	101,875.00	FNMA	5.125
844377	339,110.00	329,915.65	FNMA	5.150
844597	372,103.00	363,335.27	FNMA	5.150
848615	530,160.00	515,269.35	FNMA	5.150
848619	620,420.00	518,491.04	FNMA	5.150
849151	673,457.00	533,261.63	FNMA	5.150
865349	300,041.00	293,132.69	FNMA	5.150
865359	83,870.00	82,091.02	FNMA	5.150
865361	562,328.00	517,962.54	FNMA	5.150
865891	119,644.00	115,097.86	FNMA	5.150
868400	266,840.00	261,376.93	FNMA	5.150
872680	214,820.00	84,677.36	FNMA	5.150
894295	74,251.00	73,406.59	FNMA	5.150
894299	113,877.00	112,543.94	FNMA	5.150
656965	600,114.00	500,677.97	FNMA	5.250
673797	447,933.00	178,601.62	FNMA	5.250
673799	369,441.00	248,816.90	FNMA	5.250
689807	249,165.00	148,483.12	FNMA	5.250
689812	223,729.00	125,903.03	FNMA	5.250
844598	292,843.00	78,048.29	FNMA	5.250
844682	324,860.00	317,225.58	FNMA	5.250
849154	164,148.00	160,625.05	FNMA	5.250
865356	121,616.00	119,052.10	FNMA	5.250
865366	323,621.00	316,878.37	FNMA	5.250
865368	256,981.00	250,652.45	FNMA	5.250
865788	438,875.00	430,087.87	FNMA	5.250
868402	242,639.00	238,120.06	FNMA	5.250
868632	149,428.00	146,530.52	FNMA	5.250
868755	142,749.00	140,183.06	FNMA	5.250
868896	160,659.00	157,792.02	FNMA	5.250
868898	1,135,417.00	1,022,595.10	FNMA	5.250
869048	1,341,607.00	1,173,266.89	FNMA	5.250
872253	227,000.00	223,059.23	FNMA	5.250
872255	282,150.00	277,139.46	FNMA	5.250
872605	580,181.00	570,097.01	FNMA	5.250
872606	349,041.00	343,285.05	FNMA	5.250
872684	615,903.00	605,797.03	FNMA	5.250
872877	73,073.00	71,963.49	FNMA	5.250
883041	226,719.00	223,118.29	FNMA	5.250
883175	707,609.00	695,838.26	FNMA	5.250
883186	1,616,210.00	1,590,840.64	FNMA	5.250

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
886229	82,395.00	80,506.44	FNMA	5.250
886233	161,830.00	159,556.86	FNMA	5.250
886247	121,872.00	120,160.10	FNMA	5.250
886382	536,949.00	529,321.34	FNMA	5.250
893988	61,291.00	60,553.05	FNMA	5.250
902926	587,463.00	463,589.28	FNMA	5.250
909772	130,779.00	129,910.71	FNMA	5.250
914446	1,015,764.00	1,012,787.01	FNMA	5.250
914447	412,328.00	411,204.20	FNMA	5.250
915095	167,812.00	167,055.66	FNMA	5.250
915096	328,274.00	326,571.32	FNMA	5.250
915112	760,815.00	759,149.37	FNMA	5.250
915114	117,325.00	117,071.07	FNMA	5.250
918081	3,010,323.00	3,003,763.81	FNMA	5.250
918424	11,354,023.00	11,306,427.84	FNMA	5.250
918428	194,447.00	194,124.22	FNMA	5.250
918754	1,254,743.00	1,250,525.02	FNMA	5.250
918764	2,242,585.00	2,235,115.35	FNMA	5.250
918767	2,152,744.00	2,148,933.26	FNMA	5.250
937913	350,165.00	349,424.02	FNMA	5.250
937917	2,132,766.00	2,127,948.89	FNMA	5.250
937920	1,257,167.00	1,255,747.96	FNMA	5.250
938239	2,228,807.00	2,223,761.72	FNMA	5.250
938240	1,126,151.00	1,122,458.38	FNMA	5.250
938271	214,368.00	214,135.52	FNMA	5.250
938274	680,472.00	679,031.66	FNMA	5.250
942077	637,821.00	636,984.82	FNMA	5.250
942081	134,767.00	134,624.95	FNMA	5.250
942083	2,263,125.00	2,260,674.35	FNMA	5.250
942087	1,761,510.00	1,760,116.86	FNMA	5.250
942091	174,716.00	174,621.25	FNMA	5.250
942398	138,060.00	137,913.78	FNMA	5.250
942806	532,931.00	532,931.00	FNMA	5.250
942807	131,584.00	131,584.00	FNMA	5.250
942808	527,158.00	527,158.00	FNMA	5.250
942816	179,708.00	179,708.00	FNMA	5.250
942817	965,510.00	965,510.00	FNMA	5.250
942827	698,718.00	698,718.00	FNMA	5.250
942829	118,152.00	118,152.00	FNMA	5.250
946522	775,808.00	775,808.00	FNMA	5.250
946561	464,403.00	464,403.00	FNMA	5.250
946562	472,847.00	472,847.00	FNMA	5.250
946565	234,854.00	234,854.00	FNMA	5.250
946570	137,127.00	137,127.00	FNMA	5.250
946571	893,769.00	893,769.00	FNMA	5.250
865372	273,000.00	130,294.57	FNMA	5.350
866002	509,711.00	497,374.31	FNMA	5.350
868405	422,941.00	413,685.08	FNMA	5.350
868758	422,691.00	415,460.39	FNMA	5.350
868890	204,578.00	201,059.12	FNMA	5.350
872252	173,842.00	170,204.61	FNMA	5.350
872418	150,495.00	148,025.46	FNMA	5.350
872689	695,466.00	684,154.66	FNMA	5.350

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
872690	116,758.00	114,868.52	FNMA	5.350
886236	867,202.00	854,301.59	FNMA	5.375
886238	464,525.00	457,322.37	FNMA	5.375
886241	1,638,643.00	1,615,932.33	FNMA	5.375
886245	1,361,931.00	1,342,554.49	FNMA	5.375
886385	484,867.00	478,092.14	FNMA	5.375
886386	466,338.00	459,960.32	FNMA	5.375
893989	362,977.00	357,032.65	FNMA	5.375
894294	89,816.00	88,868.80	FNMA	5.375
894331	420,093.00	415,481.81	FNMA	5.375
894335	1,213,148.00	1,200,038.61	FNMA	5.375
894338	790,908.00	782,472.86	FNMA	5.375
902399	183,434.00	181,488.28	FNMA	5.375
902905	1,092,711.00	1,082,335.93	FNMA	5.375
902908	175,640.00	173,977.11	FNMA	5.375
902912	180,096.00	178,262.85	FNMA	5.375
906007	926,386.00	918,456.43	FNMA	5.375
906008	176,039.00	174,561.41	FNMA	5.375
906013	1,557,734.00	1,542,813.88	FNMA	5.375
906014	224,770.00	222,894.52	FNMA	5.375
906453	333,275.00	330,748.11	FNMA	5.375
906459	1,206,302.00	1,197,356.25	FNMA	5.375
906533	214,560.00	212,887.58	FNMA	5.375
909512	1,520,770.00	1,509,746.30	FNMA	5.375
909514	378,519.00	375,688.68	FNMA	5.375
909626	148,362.00	146,431.80	FNMA	5.375
909749	267,227.00	265,562.59	FNMA	5.375
909750	362,562.00	360,104.25	FNMA	5.375
909752	274,719.00	273,008.32	FNMA	5.375
909774	146,961.00	145,641.95	FNMA	5.375
909791	49,089.00	47,438.29	FNMA	5.375
909972	437,257.00	434,477.52	FNMA	5.375
909975	1,159,150.00	1,150,720.15	FNMA	5.375
909976	487,702.00	484,664.11	FNMA	5.375
909977	2,082,223.00	2,068,008.87	FNMA	5.375
909979	453,103.00	450,246.94	FNMA	5.375
910262	223,369.00	222,170.70	FNMA	5.375
914409	124,225.00	123,563.22	FNMA	5.375
914410	1,705,271.00	1,693,754.45	FNMA	5.375
914416	840,869.00	836,072.19	FNMA	5.375
914443	853,062.00	848,555.53	FNMA	5.375
915098	1,805,007.00	1,795,690.62	FNMA	5.375
915100	567,672.00	564,418.38	FNMA	5.375
915103	272,222.00	271,049.59	FNMA	5.375
915107	249,158.00	248,092.53	FNMA	5.375
915109	198,340.00	197,485.36	FNMA	5.375
918420	278,111.00	277,241.13	FNMA	5.375
918421	556,465.00	554,718.89	FNMA	5.375
918757	1,026,020.00	1,022,648.68	FNMA	5.375
918758	248,651.00	247,845.07	FNMA	5.375
937914	1,247,111.00	1,244,372.49	FNMA	5.375
938141	221,617.00	221,148.46	FNMA	5.375
938144	232,870.00	232,358.46	FNMA	5.375

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
938147	340,990.00	340,263.76	FNMA	5.375
942221	128,213.00	128,073.59	FNMA	5.375
942783	311,394.00	311,394.00	FNMA	5.375
942805	292,536.00	292,536.00	FNMA	5.375
946358	195,936.00	195,936.00	FNMA	5.375
946481	124,146.00	124,146.00	FNMA	5.375
506188	2,258,547.00	365,595.00	FNMA	5.450
506189	627,037.00	79,438.78	FNMA	5.450
506190	504,602.00	203,148.77	FNMA	5.450
506191	263,564.00	95,862.69	FNMA	5.450
453230	1,123,358.00	385,171.10	FNMA	5.490
500132	1,986,704.00	417,124.74	FNMA	5.490
514473	379,536.00	270,329.61	FNMA	5.490
514474	177,005.00	89,907.30	FNMA	5.490
606332	2,358,682.00	1,093,832.55	FNMA	5.490
606335	856,208.00	411,787.31	FNMA	5.490
613277	944,503.00	435,820.06	FNMA	5.490
613280	745,095.00	538,007.52	FNMA	5.490
629702	1,203,650.00	619,855.53	FNMA	5.490
629704	1,063,604.00	389,948.28	FNMA	5.490
629707	621,765.00	210,086.29	FNMA	5.490
647966	355,564.00	144,137.17	FNMA	5.490
647971	110,877.00	57,489.83	FNMA	5.490
647973	264,920.00	204,721.05	FNMA	5.490
656957	364,324.00	161,344.88	FNMA	5.490
656963	275,572.00	177,605.03	FNMA	5.490
673800	340,314.00	38,151.42	FNMA	5.490
689803	207,437.00	190,736.11	FNMA	5.490
914448	783,825.00	781,815.57	FNMA	5.500
915113	182,815.00	182,441.72	FNMA	5.500
918082	2,362,027.00	2,356,439.48	FNMA	5.500
918425	187,237.00	186,947.52	FNMA	5.500
918427	249,122.00	248,738.86	FNMA	5.500
918429	508,629.00	507,838.71	FNMA	5.500
918768	1,030,263.00	1,028,696.61	FNMA	5.500
937921	1,289,156.00	1,287,850.51	FNMA	5.500
938236	810,940.00	809,197.83	FNMA	5.500
938275	534,332.00	533,732.70	FNMA	5.500
942079	264,733.00	264,598.79	FNMA	5.500
942084	1,732,619.00	1,730,751.84	FNMA	5.500
942088	1,261,872.00	1,261,205.62	FNMA	5.500
942220	474,261.00	474,019.32	FNMA	5.500
942803	192,320.00	192,320.00	FNMA	5.500
942804	618,808.00	618,808.00	FNMA	5.500
942819	1,317,831.00	1,317,831.00	FNMA	5.500
942828	730,680.00	730,680.00	FNMA	5.500
946563	505,615.00	505,615.00	FNMA	5.500
516171	2,169,213.00	348,781.10	FNMA	5.550
516172	476,579.00	101,671.66	FNMA	5.550
516173	325,344.00	185,589.54	FNMA	5.550
894336	378,132.00	374,348.42	FNMA	5.625
894339	2,547,838.00	2,245,059.51	FNMA	5.625
902266	730,506.00	723,207.43	FNMA	5.625

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
902401	51,378.00	50,534.12	FNMA	5.625
902906	1,879,279.00	1,862,354.08	FNMA	5.625
906009	1,175,351.00	1,164,764.95	FNMA	5.625
906010	249,961.00	247,949.67	FNMA	5.625
906452	513,933.00	510,264.35	FNMA	5.625
909627	267,587.00	265,693.49	FNMA	5.625
909753	280,615.00	278,860.75	FNMA	5.625
909980	1,164,834.00	1,157,781.63	FNMA	5.625
909981	289,384.00	287,654.78	FNMA	5.625
914440	564,764.00	561,897.49	FNMA	5.625
915110	482,641.00	480,668.57	FNMA	5.625
918750	185,519.00	184,948.81	FNMA	5.625
938148	317,142.00	316,490.04	FNMA	5.625
942784	271,983.00	271,983.00	FNMA	5.625
942825	414,491.00	414,491.00	FNMA	5.625
946564	220,242.00	220,242.00	FNMA	5.625
606331	1,374,370.00	465,403.56	FNMA	5.650
606334	785,566.00	323,146.73	FNMA	5.650
613273	357,454.00	298,628.22	FNMA	5.650
613278	869,657.00	491,642.99	FNMA	5.650
629700	1,051,186.00	653,596.14	FNMA	5.650
647967	102,113.00	59,100.75	FNMA	5.650
435076	1,526,269.00	361,896.74	FNMA	5.750
435077	1,212,238.00	114,980.39	FNMA	5.750
435078	475,996.00	180,785.50	FNMA	5.750
442540	1,263,273.00	367,119.24	FNMA	5.750
442541	579,029.00	205,745.44	FNMA	5.750
445317	435,017.00	120,674.45	FNMA	5.750
453225	540,484.00	289,821.40	FNMA	5.750
453226	1,049,620.00	333,490.32	FNMA	5.750
453227	1,012,939.00	328,208.43	FNMA	5.750
453229	727,540.00	140,985.83	FNMA	5.750
453231	555,155.00	195,307.96	FNMA	5.750
453232	327,913.00	86,393.87	FNMA	5.750
453233	99,325.00	81,440.77	FNMA	5.750
629705	446,611.00	69,559.48	FNMA	5.750
647968	1,430,864.00	691,576.23	FNMA	5.750
647969	597,623.00	187,272.41	FNMA	5.750
656958	378,897.00	97,184.91	FNMA	5.750
656959	400,369.00	105,361.46	FNMA	5.750
656961	613,471.00	248,907.99	FNMA	5.750
656962	903,791.00	303,932.86	FNMA	5.750
656964	432,365.00	315,518.17	FNMA	5.750
673795	472,707.00	261,330.62	FNMA	5.750
673798	108,171.00	99,378.99	FNMA	5.750
673801	284,188.00	43,837.93	FNMA	5.750
689804	25,734.00	24,128.69	FNMA	5.750
757396	445,752.00	78,403.16	FNMA	5.750
942089	1,629,399.00	1,628,379.47	FNMA	5.750
942815	257,635.00	257,635.00	FNMA	5.750
942818	832,613.00	832,613.00	FNMA	5.750
264703	690,026.00	143,028.16	FNMA	5.800
282184	610,203.00	24,306.61	FNMA	5.800

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
282193	531,584.00	86,278.48	FNMA	5.800
613274	380,650.00	115,550.19	FNMA	5.800
613275	1,443,516.00	356,330.08	FNMA	5.800
613276	532,416.00	330,290.05	FNMA	5.800
629699	1,171,683.00	528,276.84	FNMA	5.800
629701	916,736.00	280,703.15	FNMA	5.800
629703	655,708.00	189,258.55	FNMA	5.800
629708	262,514.00	206,292.65	FNMA	5.800
647964	370,325.00	268,914.12	FNMA	5.800
445315	2,724,790.00	386,740.81	FNMA	5.850
445316	1,171,564.00	126,917.95	FNMA	5.850
445318	533,121.00	48,416.27	FNMA	5.850
445319	334,376.00	79,175.62	FNMA	5.850
229205	1,760,395.00	69,243.87	FNMA	6.050
229227	1,840,858.00	68,690.51	FNMA	6.050
264639	1,649,850.00	403,538.63	FNMA	6.050
419653	1,552,767.00	68,504.74	FNMA	6.050
419654	1,554,231.00	388,860.75	FNMA	6.050
242616	1,876,056.00	187,200.78	FNMA	6.100
242673	865,375.00	43,475.24	FNMA	6.100
264664	1,994,372.00	130,786.97	FNMA	6.100
264702	1,422,614.00	66,165.46	FNMA	6.100
407793	1,005,290.00	201,781.68	FNMA	6.150
419287	2,271,370.00	426,974.47	FNMA	6.150
523657	2,705,116.00	521,164.32	FNMA	6.250
523658	514,929.00	29,963.16	FNMA	6.250
523661	703,820.00	259,703.21	FNMA	6.250
523662	405,787.00	118,431.64	FNMA	6.250
523664	126,901.00	30,138.74	FNMA	6.250
339653	820,862.00	113,021.56	FNMA	6.300
339656	618,555.00	51,030.98	FNMA	6.300
339664	1,067,710.00	102,000.17	FNMA	6.300
282194	1,795,665.00	205,766.69	FNMA	6.325
282197	951,906.00	49,553.21	FNMA	6.325
282206	1,000,696.00	237,797.11	FNMA	6.325
282212	792,160.00	70,404.61	FNMA	6.325
354280	1,192,021.00	101,135.76	FNMA	6.350
354281	1,538,180.00	205,771.24	FNMA	6.350
354282	930,341.00	110,790.49	FNMA	6.350
524130	2,779,152.00	497,361.96	FNMA	6.450
524131	1,125,455.00	212,893.65	FNMA	6.450
524134	565,086.00	69,857.53	FNMA	6.450
524135	412,741.00	136,435.49	FNMA	6.450
524136	916,364.00	287,438.78	FNMA	6.450
524137	513,871.00	95,889.30	FNMA	6.450
575954	886,782.00	177,035.05	FNMA	6.450
575961	771,833.00	196,462.50	FNMA	6.450
606333	1,045,394.00	596,286.21	FNMA	6.450
613279	231,408.00	166,832.03	FNMA	6.450
534425	2,715,814.00	225,178.16	FNMA	6.490
534426	790,362.00	56,541.51	FNMA	6.490
534428	517,035.00	63,994.28	FNMA	6.490
534429	704,951.00	249,287.59	FNMA	6.490

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
534430	677,951.00	34,397.86	FNMA	6.490
534432	391,118.00	107,626.02	FNMA	6.490
534433	435,459.00	114,595.81	FNMA	6.490
550050	340,386.00	144,197.80	FNMA	6.490
550051	579,516.00	121,019.39	FNMA	6.490
329902	1,508,061.00	135,249.32	FNMA	6.550
339644	461,088.00	82,188.18	FNMA	6.550
315546	1,636,496.00	53,199.60	FNMA	6.580
315558	1,362,565.00	162,029.91	FNMA	6.580
315565	1,596,982.00	208,262.82	FNMA	6.580
329875	831,648.00	89,638.76	FNMA	6.580
329888	1,164,493.00	33,125.32	FNMA	6.580
377900	1,468,405.00	132,014.15	FNMA	6.600
377902	2,007,591.00	158,831.41	FNMA	6.600
282233	1,817,612.00	119,075.63	FNMA	6.700
282235	2,209,078.00	63,110.71	FNMA	6.700
282241	742,939.00	105,725.61	FNMA	6.700
282251	836,531.00	151,402.65	FNMA	6.700
359924	2,957,084.00	303,705.83	FNMA	6.700
359925	3,562,692.00	300,009.95	FNMA	6.700
359926	2,062,991.00	188,464.01	FNMA	6.700
374369	2,396,986.00	256,335.65	FNMA	6.700
397385	1,622,080.00	187,713.85	FNMA	6.700
397386	1,040,859.00	127,386.05	FNMA	6.700
397387	2,674,821.00	261,366.20	FNMA	6.700
397388	570,722.00	261,450.44	FNMA	6.700
397389	320,518.00	80,912.99	FNMA	6.700
558242	1,541,614.00	236,364.21	FNMA	6.750
575957	530,685.00	118,458.40	FNMA	6.750
575958	73,771.00	67,909.37	FNMA	6.750
315528	1,138,038.00	93,400.06	FNMA	6.850
315537	2,820,969.00	183,110.28	FNMA	6.850
315557	1,155,065.00	49,396.72	FNMA	6.850
315569	650,749.00	154,020.13	FNMA	6.850
329903	522,450.00	131,913.05	FNMA	6.850
282255	819,763.00	18,943.80	FNMA	6.900
543339	1,552,805.00	273,571.85	FNMA	6.950
543341	716,988.00	52,548.86	FNMA	6.950
543342	684,698.00	118,161.43	FNMA	6.950
543343	487,887.00	61,336.93	FNMA	6.950
543344	500,945.00	64,491.80	FNMA	6.950
543347	458,878.00	28,372.26	FNMA	6.950
546513	411,164.00	24,876.35	FNMA	6.950
186804	3,149,540.00	63,506.57	FNMA	7.000
186854	3,537,286.00	30,907.00	FNMA	7.000
216109	1,400,374.00	49,263.14	FNMA	7.000
282213	1,684,775.00	128,901.12	FNMA	7.000
282217	1,374,158.00	52,276.42	FNMA	7.000
282220	1,311,387.00	89,942.41	FNMA	7.000
282224	553,000.00	65,232.98	FNMA	7.000
282225	2,084,660.00	99,172.97	FNMA	7.000
282198	954,359.00	39,994.79	FNMA	7.050
546516	874,032.00	153,511.92	FNMA	7.050

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
546518	482,217.00	158,010.49	FNMA	7.050
558234	441,366.00	57,966.36	FNMA	7.050
558235	424,740.00	88,976.88	FNMA	7.050
558236	325,767.00	138,128.43	FNMA	7.050
558238	313,658.00	31,461.43	FNMA	7.050
558239	393,484.00	254,914.35	FNMA	7.050
558241	735,636.00	114,178.79	FNMA	7.050
558243	1,940,853.00	323,962.70	FNMA	7.050
575956	838,279.00	266,615.66	FNMA	7.050
575959	620,953.00	23,580.64	FNMA	7.050
147951	1,141,761.00	37,877.92	FNMA	7.320
161871	876,466.00	23,626.25	FNMA	7.320
161919	1,453,097.00	52,008.22	FNMA	7.320
186823	1,942,151.00	47,993.87	FNMA	7.320
282192	1,853,788.00	93,621.97	FNMA	7.325
282260	2,279,279.00	49,701.73	FNMA	7.325
282267	2,873,907.00	7,595.13	FNMA	7.325
315527	1,643,005.00	24,827.35	FNMA	7.325
282246	3,647,432.00	38,290.38	FNMA	7.400
282249	2,368,825.00	141,782.30	FNMA	7.400
	Total FNMA:	**$360,151,371.98**		
644412	81,955.00	79,053.49	GNMA I	4.300
635615	9,301,885.00	7,166,602.32	GNMA I	4.350
635670	263,318.00	120,338.73	GNMA I	4.350
635684	179,160.00	170,968.57	GNMA I	4.350
635708	308,033.00	287,526.52	GNMA I	4.350
639422	125,695.00	120,095.72	GNMA I	4.350
639552	498,025.00	384,643.18	GNMA I	4.350
639568	356,659.00	257,489.20	GNMA I	4.350
639661	132,965.00	126,497.21	GNMA I	4.350
644118	464,996.00	356,199.90	GNMA I	4.350
644150	150,000.00	144,506.90	GNMA I	4.350
644260	270,968.00	182,249.40	GNMA I	4.350
644472	78,995.00	76,502.83	GNMA I	4.350
648889	84,211.00	81,228.49	GNMA I	4.350
648874	249,963.00	243,287.87	GNMA I	4.450
613618	755,946.00	231,908.99	GNMA I	4.490
635614	930,034.00	696,390.01	GNMA I	4.490
635737	8,931,433.00	5,876,220.83	GNMA I	4.490
639581	102,459.00	98,513.18	GNMA I	4.500
639616	808,550.00	778,034.92	GNMA I	4.500
639755	209,455.00	200,933.98	GNMA I	4.500
639834	1,261,598.00	765,980.02	GNMA I	4.500
639860	248,623.00	239,097.85	GNMA I	4.500
644151	192,345.00	87,893.86	GNMA I	4.500
644284	89,479.00	86,501.40	GNMA I	4.500
635616	5,718,527.00	3,269,054.80	GNMA I	4.550
635671	146,795.00	140,357.46	GNMA I	4.550
635685	254,343.00	77,548.02	GNMA I	4.550
635709	479,422.00	458,037.89	GNMA I	4.550
639423	138,403.00	132,573.78	GNMA I	4.550
557023	390,325.00	246,709.49	GNMA I	4.600

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
585781	1,557,264.00	765,570.60	GNMA I	4.600
601666	1,614,917.00	816,039.99	GNMA I	4.600
624680	917,440.00	499,827.77	GNMA I	4.600
624731	619,534.00	407,074.27	GNMA I	4.600
624754	1,208,106.00	770,809.80	GNMA I	4.600
624775	967,731.00	582,057.76	GNMA I	4.600
624806	1,228,670.00	1,017,518.22	GNMA I	4.600
624849	2,015,830.00	1,345,235.30	GNMA I	4.600
624881	1,444,578.00	912,855.91	GNMA I	4.600
624930	926,621.00	635,944.95	GNMA I	4.600
624976	504,661.00	228,247.77	GNMA I	4.600
625013	299,958.00	283,756.01	GNMA I	4.600
632289	539,003.00	439,454.56	GNMA I	4.600
632395	572,298.00	193,258.30	GNMA I	4.600
632465	1,746,260.00	1,487,896.54	GNMA I	4.600
632571	696,450.00	540,070.44	GNMA I	4.600
632572	743,934.00	500,135.08	GNMA I	4.600
632639	932,203.00	800,444.30	GNMA I	4.600
632702	334,467.00	319,083.64	GNMA I	4.600
632751	371,566.00	353,379.20	GNMA I	4.600
635672	516,393.00	479,929.61	GNMA I	4.600
635686	330,245.00	189,242.61	GNMA I	4.600
635736	5,035,619.00	2,840,360.44	GNMA I	4.600
635791	274,130.00	178,425.55	GNMA I	4.600
639551	289,146.00	112,534.65	GNMA I	4.600
639660	397,861.00	382,961.16	GNMA I	4.600
639853	249,241.00	115,383.28	GNMA I	4.600
644119	497,789.00	479,686.78	GNMA I	4.600
644152	153,918.00	147,906.02	GNMA I	4.600
644283	129,652.00	125,412.30	GNMA I	4.600
644456	145,715.00	140,508.88	GNMA I	4.600
527869	611,498.00	460,373.45	GNMA I	4.700
635625	1,303,578.00	1,050,757.25	GNMA I	4.700
635676	725,761.00	181,236.58	GNMA I	4.700
635784	291,853.00	277,610.29	GNMA I	4.700
639411	1,036,826.00	838,973.51	GNMA I	4.700
639553	289,717.00	278,545.16	GNMA I	4.700
639618	151,935.00	146,252.64	GNMA I	4.700
639744	1,037,910.00	927,498.79	GNMA I	4.700
639854	90,528.00	86,530.47	GNMA I	4.700
624542	2,464,125.00	1,292,922.30	GNMA I	4.750
624681	517,289.00	228,213.21	GNMA I	4.750
632759	293,256.00	279,475.54	GNMA I	4.750
635613	11,445,722.00	7,536,271.06	GNMA I	4.750
635710	561,187.00	388,401.95	GNMA I	4.750
635735	16,249,451.00	9,469,286.97	GNMA I	4.750
639407	4,258,619.00	2,364,100.07	GNMA I	4.750
639550	395,479.00	254,916.58	GNMA I	4.750
639615	533,627.00	512,708.47	GNMA I	4.750
639659	118,339.00	114,128.74	GNMA I	4.750
639756	1,207,151.00	555,469.77	GNMA I	4.750
639835	480,108.00	461,920.19	GNMA I	4.750
644233	279,123.00	269,700.75	GNMA I	4.750

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
644282	245,330.00	237,469.85	GNMA I	4.750
632466	754,285.00	720,775.50	GNMA I	4.800
632573	1,170,438.00	726,089.69	GNMA I	4.800
632640	894,323.00	308,342.01	GNMA I	4.800
632703	1,007,872.00	862,522.52	GNMA I	4.800
632756	57,449.00	54,907.55	GNMA I	4.800
635687	560,014.00	535,236.66	GNMA I	4.800
635711	384,736.00	243,366.47	GNMA I	4.800
635792	226,919.00	116,247.12	GNMA I	4.800
639428	353,248.00	216,261.65	GNMA I	4.800
639855	103,905.00	4,527.21	GNMA I	4.800
639549	435,919.00	358,292.59	GNMA I	4.850
644266	104,814.00	101,399.50	GNMA I	4.850
644267	163,808.00	158,169.75	GNMA I	4.850
644281	135,548.00	131,280.82	GNMA I	4.850
644332	148,331.00	143,497.46	GNMA I	4.850
648757	186,475.00	181,312.07	GNMA I	4.850
527910	299,252.00	156,661.06	GNMA I	4.900
635626	807,192.00	508,320.42	GNMA I	4.900
635677	691,006.00	659,909.20	GNMA I	4.900
639410	1,346,691.00	820,164.20	GNMA I	4.900
639580	88,900.00	85,517.27	GNMA I	4.900
639658	255,464.00	188,321.11	GNMA I	4.900
639745	889,700.00	653,506.89	GNMA I	4.900
639850	1,086,254.00	562,142.03	GNMA I	4.900
648890	231,208.00	224,189.40	GNMA I	4.950
556880	705,719.00	673,028.24	GNMA I	5.000
585617	607,239.00	389,000.66	GNMA I	5.000
585810	565,762.00	380,886.64	GNMA I	5.000
585905	397,169.98	365,777.45	GNMA I	5.000
632467	799,272.00	596,885.85	GNMA I	5.000
632574	684,275.00	579,639.60	GNMA I	5.000
632641	956,420.00	612,212.30	GNMA I	5.000
632704	1,083,734.00	594,332.55	GNMA I	5.000
632760	231,676.00	220,815.93	GNMA I	5.000
635688	768,267.00	522,775.47	GNMA I	5.000
635793	669,887.00	530,027.29	GNMA I	5.000
639429	418,645.00	399,932.50	GNMA I	5.000
639548	297,317.00	72,686.02	GNMA I	5.000
639610	450,433.00	194,830.46	GNMA I	5.000
639620	131,731.00	124,941.90	GNMA I	5.000
639757	622,746.00	506,317.80	GNMA I	5.000
639849	230,441.00	222,110.93	GNMA I	5.000
639856	697,465.00	440,244.38	GNMA I	5.000
644280	115,177.00	111,666.48	GNMA I	5.000
527875	690,611.00	607,929.43	GNMA I	5.100
635627	981,375.00	784,283.92	GNMA I	5.100
635678	1,390,857.00	737,780.29	GNMA I	5.100
635786	1,374,382.00	1,049,659.29	GNMA I	5.100
639412	850,105.00	574,671.63	GNMA I	5.100
639563	62,033.00	59,447.59	GNMA I	5.100
639617	316,582.00	304,382.28	GNMA I	5.100
639746	1,063,692.00	715,297.57	GNMA I	5.100
639851	312,136.00	163,815.93	GNMA I	5.100
613718	3,238,320.00	1,653,092.64	GNMA I	5.250
613720	2,672,182.00	1,836,948.52	GNMA I	5.250
420950	1,036,267.00	176,794.54	GNMA I	5.450
456064	1,037,360.00	335,330.99	GNMA I	5.450
511296	10,346,456.00	1,980,962.78	GNMA I	5.450
511341	2,843,747.00	603,508.97	GNMA I	5.450
511401	1,911,185.00	683,476.78	GNMA I	5.450
517630	1,045,744.00	245,234.28	GNMA I	5.450
517699	1,050,874.00	221,824.72	GNMA I	5.450
517776	575,884.00	66,884.75	GNMA I	5.450
524051	420,133.00	87,666.75	GNMA I	5.450
504024	2,508,278.00	309,882.52	GNMA I	5.490
504107	15,929,877.00	3,233,686.82	GNMA I	5.490
511276	559,844.00	215,447.16	GNMA I	5.490
511278	2,027,667.00	383,275.25	GNMA I	5.490
524030	187,375.00	61,882.92	GNMA I	5.490
558437	1,444,941.00	545,396.98	GNMA I	5.490
558501	720,971.00	71,846.55	GNMA I	5.490
585618	864,122.99	182,266.18	GNMA I	5.490
585698	608,956.00	229,053.79	GNMA I	5.490
585726	655,682.00	258,769.96	GNMA I	5.490
585811	579,188.00	269,029.54	GNMA I	5.490
586060	411,346.00	182,878.40	GNMA I	5.490
586074	633,423.00	204,443.88	GNMA I	5.490
596372	1,320,403.00	574,261.05	GNMA I	5.490
613494	12,624,241.00	4,542,224.00	GNMA I	5.490
613600	13,416,795.00	4,830,957.07	GNMA I	5.490
613719	2,055,258.00	1,138,641.23	GNMA I	5.490
517624	14,879,721.00	1,817,108.25	GNMA I	5.550
517777	984,274.00	66,673.95	GNMA I	5.550
523975	596,980.00	81,777.04	GNMA I	5.550
524154	556,295.00	244,121.40	GNMA I	5.550
524525	575,840.00	61,811.45	GNMA I	5.550
613598	16,130,998.00	5,657,743.17	GNMA I	5.650
468546	3,307,188.00	107,969.37	GNMA I	5.750
477356	2,752,651.00	310,393.80	GNMA I	5.750
477357	2,142,122.00	205,980.60	GNMA I	5.750
477367	5,522,921.00	826,549.15	GNMA I	5.750
477398	2,261,168.00	122,373.78	GNMA I	5.750
477425	1,028,402.00	121,738.87	GNMA I	5.750
483674	1,843,906.00	264,234.88	GNMA I	5.750
483681	1,587,549.00	197,449.72	GNMA I	5.750
483691	1,004,902.00	87,559.44	GNMA I	5.750
483722	1,987,011.00	243,681.27	GNMA I	5.750
483744	1,348,997.00	64,557.82	GNMA I	5.750
483757	1,391,021.00	564,501.87	GNMA I	5.750
483758	1,052,631.00	377,664.75	GNMA I	5.750
492263	1,107,545.00	207,229.18	GNMA I	5.750
492323	4,512,854.00	664,754.86	GNMA I	5.750
492339	1,266,909.00	123,160.62	GNMA I	5.750
492346	1,483,334.00	263,434.99	GNMA I	5.750
495964	2,587,181.00	252,463.77	GNMA I	5.750

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
495968	1,657,161.00	317,195.10	GNMA I	5.750
496011	554,472.00	170,141.12	GNMA I	5.750
496012	950,397.00	174,961.71	GNMA I	5.750
496047	647,418.00	63,267.86	GNMA I	5.750
496048	1,953,702.00	328,054.13	GNMA I	5.750
496061	1,525,635.00	142,472.16	GNMA I	5.750
496096	2,936,577.00	619,134.80	GNMA I	5.750
504056	1,665,337.00	413,077.17	GNMA I	5.750
504078	784,816.00	124,083.13	GNMA I	5.750
504082	1,395,330.00	348,886.56	GNMA I	5.750
504117	782,623.00	101,248.23	GNMA I	5.750
504144	894,295.00	60,401.92	GNMA I	5.750
511277	1,196,536.00	110,249.47	GNMA I	5.750
585619	710,152.00	105,760.63	GNMA I	5.800
585699	496,865.00	191,662.54	GNMA I	5.800
585737	708,003.00	54,264.48	GNMA I	5.800
585906	547,858.00	112,280.64	GNMA I	5.800
613599	18,669,680.00	4,301,689.00	GNMA I	5.800
483737	9,133,958.00	1,011,206.88	GNMA I	5.850
483756	2,728,910.00	193,128.70	GNMA I	5.850
492262	3,115,198.00	525,735.74	GNMA I	5.850
492291	3,493,921.00	463,916.02	GNMA I	5.850
495966	1,206,293.00	176,928.88	GNMA I	5.850
468430	1,901,152.00	185,020.13	GNMA I	6.050
468456	2,176,285.00	194,031.11	GNMA I	6.050
468466	1,006,436.00	102,454.60	GNMA I	6.050
468497	1,216,246.00	180,109.73	GNMA I	6.050
468523	1,210,153.00	304,147.12	GNMA I	6.050
468524	1,647,858.00	78,504.80	GNMA I	6.050
468545	1,213,268.00	219,849.91	GNMA I	6.050
477381	1,824,439.00	141,556.22	GNMA I	6.050
483702	1,034,627.00	197,323.78	GNMA I	6.050
496095	680,003.00	180,497.24	GNMA I	6.050
459448	1,231,984.00	219,148.33	GNMA I	6.150
463149	2,017,966.00	303,396.95	GNMA I	6.150
463193	1,296,182.00	109,841.87	GNMA I	6.150
463202	1,674,087.00	107,992.61	GNMA I	6.150
463212	2,013,238.00	170,567.10	GNMA I	6.150
468429	1,774,152.00	321,872.14	GNMA I	6.150
468454	1,772,977.00	112,257.76	GNMA I	6.150
468470	1,743,347.00	403,197.42	GNMA I	6.150
468485	1,253,889.00	132,707.29	GNMA I	6.150
517755	14,499,371.00	1,530,298.41	GNMA I	6.250
523924	2,359,353.00	77,123.33	GNMA I	6.250
524050	1,124,491.00	152,027.36	GNMA I	6.250
524136	1,046,167.00	72,793.33	GNMA I	6.250
524377	1,422,767.00	110,098.31	GNMA I	6.250
527886	737,367.00	69,920.99	GNMA I	6.250
527961	584,173.00	93,627.41	GNMA I	6.250
528062	164,591.00	44,865.12	GNMA I	6.250
420925	2,680,406.00	56,630.14	GNMA I	6.350
420954	2,880,213.00	279,244.51	GNMA I	6.350
435173	4,226,675.00	100,655.48	GNMA I	6.350
435203	1,511,313.00	182,266.30	GNMA I	6.350
435260	1,234,589.00	41,747.24	GNMA I	6.350
441514	2,021,899.00	175,554.09	GNMA I	6.350
524165	14,510,539.00	591,995.75	GNMA I	6.450
524168	1,403,851.00	72,432.48	GNMA I	6.450
524426	2,553,520.00	160,494.61	GNMA I	6.450
524513	1,222,078.00	72,505.03	GNMA I	6.450
524569	678,334.00	106,240.05	GNMA I	6.450
527834	669,226.00	66,788.76	GNMA I	6.450
527953	650,702.00	75,295.22	GNMA I	6.450
528040	967,650.00	72,030.03	GNMA I	6.450
528051	823,096.00	179,989.51	GNMA I	6.450
534197	801,021.00	152,068.06	GNMA I	6.450
534278	1,774,139.00	181,516.53	GNMA I	6.450
534673	345,958.00	162,629.94	GNMA I	6.450
535283	2,216,365.00	139,551.03	GNMA I	6.450
535323	2,089,338.00	219,831.12	GNMA I	6.450
556643	748,620.00	51,901.70	GNMA I	6.450
556686	1,071,975.00	65,142.78	GNMA I	6.450
556743	564,216.00	67,684.38	GNMA I	6.450
556753	508,096.00	112,365.19	GNMA I	6.450
596165	21,630,557.00	2,090,031.16	GNMA I	6.490
446541	1,175,428.00	148,441.55	GNMA I	6.600
446613	2,361,656.00	206,933.99	GNMA I	6.600
450169	2,113,390.00	292,383.30	GNMA I	6.600
450249	1,861,865.00	99,159.95	GNMA I	6.600
420936	1,994,673.00	39,141.17	GNMA I	6.700
435170	2,657,843.00	157,983.44	GNMA I	6.700
435174	1,493,354.00	194,768.49	GNMA I	6.700
435204	3,235,177.00	51,517.77	GNMA I	6.700
435217	2,057,510.00	196,825.97	GNMA I	6.700
435228	2,594,299.00	237,612.52	GNMA I	6.700
435261	2,322,573.00	83,318.66	GNMA I	6.700
435262	2,089,862.00	130,393.45	GNMA I	6.700
441507	2,917,703.00	214,325.33	GNMA I	6.700
441517	3,458,937.00	78,929.38	GNMA I	6.700
441525	1,201,442.00	124,696.70	GNMA I	6.700
446526	2,294,489.00	77,397.66	GNMA I	6.700
446556	2,494,620.00	140,768.39	GNMA I	6.700
446599	1,424,340.00	60,491.29	GNMA I	6.700
450170	1,705,560.00	86,323.64	GNMA I	6.700
450246	1,144,566.00	59,789.46	GNMA I	6.700
450257	4,337,668.00	255,226.61	GNMA I	6.700
450259	2,556,248.00	186,030.41	GNMA I	6.700
456020	2,290,334.00	192,281.28	GNMA I	6.700
456031	2,536,765.00	138,270.89	GNMA I	6.700
456047	1,593,094.00	144,403.39	GNMA I	6.700
456062	1,684,338.00	140,717.31	GNMA I	6.700
456071	3,265,079.00	219,399.43	GNMA I	6.700
456087	2,379,876.00	114,892.82	GNMA I	6.700
459362	1,035,575.00	59,130.02	GNMA I	6.700
459398	1,355,997.00	64,349.72	GNMA I	6.700
459423	1,080,392.00	73,704.43	GNMA I	6.700

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
459434	1,160,074.00	51,809.87	GNMA I	6.700
463192	1,171,133.00	127,422.87	GNMA I	6.700
535110	2,883,413.00	57,017.68	GNMA I	6.750
535277	1,770,967.00	137,682.91	GNMA I	6.750
535332	886,106.00	115,052.36	GNMA I	6.750
528029	1,589,405.00	49,014.91	GNMA I	6.950
534220	766,333.00	137,273.40	GNMA I	6.950
534308	760,406.00	72,579.38	GNMA I	6.950
534323	1,268,375.00	58,022.61	GNMA I	6.950
534406	1,162,177.00	75,197.41	GNMA I	6.950
534470	2,079,879.00	112,410.14	GNMA I	6.950
534522	1,029,901.00	39,630.29	GNMA I	6.950
534608	1,183,230.00	133,192.54	GNMA I	6.950
534651	910,769.00	180,737.88	GNMA I	6.950
534706	642,450.00	72,647.35	GNMA I	6.950
534374	3,858,318.00	98,271.90	GNMA I	7.050
534401	1,744,363.00	154,118.99	GNMA I	7.050
534446	1,074,102.00	155,770.26	GNMA I	7.050
534476	1,849,300.00	109,829.54	GNMA I	7.050
534518	2,015,160.00	74,845.46	GNMA I	7.050
534556	1,603,373.00	67,672.11	GNMA I	7.050
534603	3,216,215.00	169,586.64	GNMA I	7.050
534606	1,077,681.00	125,180.58	GNMA I	7.050
534707	1,248,891.00	84,250.81	GNMA I	7.050
534708	1,375,996.00	53,697.09	GNMA I	7.050
534746	1,309,755.00	59,640.99	GNMA I	7.050
534809	1,124,183.00	68,877.58	GNMA I	7.050
534852	2,352,052.00	173,297.15	GNMA I	7.050
534853	1,407,375.00	83,451.05	GNMA I	7.050
535278	3,599,038.00	62,439.06	GNMA I	7.050
535330	1,033,004.00	57,080.66	GNMA I	7.050
556721	751,204.00	54,473.71	GNMA I	7.050
	Total GNMA I:	**$157,547,017.57**		
643143	658,667.00	397,393.44	GNMA II	4.300
645061	385,602.00	371,603.29	GNMA II	4.300
645115	381,669.00	197,659.15	GNMA II	4.300
645162	810,650.00	527,144.23	GNMA II	4.300
645230	853,872.00	697,821.50	GNMA II	4.300
645256	703,486.00	677,999.75	GNMA II	4.300
647045	420,005.00	406,070.07	GNMA II	4.300
647114	289,767.00	280,210.31	GNMA II	4.300
647200	297,932.00	288,388.41	GNMA II	4.300
652432	142,562.00	138,966.69	GNMA II	4.300
646938	451,808.00	436,186.55	GNMA II	4.450
647001	361,132.00	222,090.08	GNMA II	4.450
647202	1,951,978.00	1,885,814.69	GNMA II	4.450
647207	1,166,189.00	881,778.52	GNMA II	4.450
649560	330,813.00	320,995.46	GNMA II	4.450
649606	445,571.00	422,484.34	GNMA II	4.450
649607	646,929.00	502,325.06	GNMA II	4.450
649654	417,188.00	403,977.84	GNMA II	4.450
650567	287,353.00	279,597.48	GNMA II	4.450

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
650676	233,102.00	226,646.32	GNMA II	4.450
650680	496,437.00	369,613.89	GNMA II	4.450
650789	112,619.00	109,717.02	GNMA II	4.450
652429	412,065.00	128,275.27	GNMA II	4.450
652458	115,588.00	112,866.50	GNMA II	4.450
654153	166,607.00	162,960.54	GNMA II	4.450
654290	250,635.00	245,384.04	GNMA II	4.450
643144	301,035.00	209,889.37	GNMA II	4.550
645062	319,899.00	200,096.04	GNMA II	4.550
645114	855,681.00	537,513.37	GNMA II	4.550
645163	658,890.00	374,326.65	GNMA II	4.550
645231	396,588.00	383,162.80	GNMA II	4.550
647046	456,513.00	180,608.90	GNMA II	4.550
647115	229,560.00	126,361.85	GNMA II	4.550
647178	187,052.00	181,278.33	GNMA II	4.550
652431	184,021.00	179,697.89	GNMA II	4.550
654291	91,509.00	89,599.05	GNMA II	4.550
650440	322,871.00	314,982.42	GNMA II	4.650
650579	551,877.00	454,173.65	GNMA II	4.650
650681	334,715.00	325,861.62	GNMA II	4.650
650821	872,742.00	560,433.84	GNMA II	4.650
652385	190,310.00	186,035.23	GNMA II	4.650
652434	102,342.00	100,083.55	GNMA II	4.650
654085	275,627.00	269,772.44	GNMA II	4.650
654176	206,110.00	202,005.84	GNMA II	4.650
654289	51,296.00	50,283.47	GNMA II	4.650
646960	441,266.00	428,811.86	GNMA II	4.700
647006	436,279.00	423,813.83	GNMA II	4.700
647203	1,974,052.00	1,915,941.67	GNMA II	4.700
647206	1,301,583.00	1,261,634.24	GNMA II	4.700
649566	325,316.00	316,531.08	GNMA II	4.700
649608	1,077,296.00	902,319.64	GNMA II	4.700
649684	388,582.00	377,993.65	GNMA II	4.700
650413	362,910.00	354,006.38	GNMA II	4.700
650566	440,323.00	428,924.14	GNMA II	4.700
650568	320,466.00	134,662.00	GNMA II	4.700
650788	63,107.00	60,682.37	GNMA II	4.700
652320	88,685.00	86,598.77	GNMA II	4.700
652430	231,923.00	226,703.82	GNMA II	4.700
654172	182,860.00	179,222.99	GNMA II	4.700
649685	266,246.00	258,954.61	GNMA II	4.750
650417	200,432.00	194,374.39	GNMA II	4.750
650439	84,098.00	81,992.43	GNMA II	4.750
650569	292,135.00	284,664.06	GNMA II	4.750
650577	369,897.00	359,823.49	GNMA II	4.750
650635	338,841.00	228,233.55	GNMA II	4.750
652321	111,393.00	107,154.69	GNMA II	4.750
652322	133,346.00	130,306.54	GNMA II	4.750
652330	162,263.00	158,564.34	GNMA II	4.750
652389	315,069.00	308,160.93	GNMA II	4.750
652466	312,119.00	151,485.53	GNMA II	4.750
652656	441,525.00	328,708.49	GNMA II	4.750
654125	239,568.00	234,552.71	GNMA II	4.750

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
654227	723,992.00	709,187.94	GNMA II	4.750
654292	328,482.00	322,220.47	GNMA II	4.750
654325	502,960.00	490,708.17	GNMA II	4.750
655789	803,566.00	597,956.13	GNMA II	4.750
655842	738,832.00	725,983.87	GNMA II	4.750
655871	283,175.00	278,390.30	GNMA II	4.750
655895	321,252.00	314,313.31	GNMA II	4.750
656076	100,683.00	98,915.41	GNMA II	4.750
656130	373,400.00	365,901.27	GNMA II	4.750
659364	304,454.00	300,056.81	GNMA II	4.750
659507	54,087.00	53,386.08	GNMA II	4.750
661378	211,617.00	209,293.34	GNMA II	4.750
669170	2,693,627.00	2,680,627.72	GNMA II	4.750
669240	854,256.00	851,281.19	GNMA II	4.750
669324	380,063.00	378,716.28	GNMA II	4.750
671605	496,060.00	494,901.12	GNMA II	4.750
671703	540,013.00	539,382.29	GNMA II	4.750
671773	268,076.00	267,766.92	GNMA II	4.750
674751	412,070.00	412,070.00	GNMA II	4.750
674765	3,237,382.00	3,237,382.00	GNMA II	4.750
645063	461,357.00	369,036.52	GNMA II	4.800
645164	520,927.00	216,072.29	GNMA II	4.800
645233	739,913.00	712,674.64	GNMA II	4.800
647043	460,855.00	446,484.24	GNMA II	4.800
647116	319,146.00	187,376.18	GNMA II	4.800
647201	447,417.00	434,128.93	GNMA II	4.800
652433	159,140.00	155,586.64	GNMA II	4.800
654155	73,436.00	71,581.23	GNMA II	4.800
652380	646,292.00	541,138.19	GNMA II	4.850
652465	346,999.00	339,481.76	GNMA II	4.850
654084	708,865.00	594,480.30	GNMA II	4.850
654259	425,323.00	354,242.85	GNMA II	4.850
659508	201,075.00	198,260.08	GNMA II	4.850
655989	166,242.00	163,692.11	GNMA II	4.875
655992	688,090.00	676,285.78	GNMA II	4.875
656100	336,066.00	329,911.52	GNMA II	4.875
659363	408,740.00	402,984.94	GNMA II	4.875
659444	276,212.00	272,671.37	GNMA II	4.875
659445	689,475.00	680,654.10	GNMA II	4.875
659448	581,852.00	571,042.10	GNMA II	4.875
659561	600,018.00	592,304.10	GNMA II	4.875
659562	339,911.00	335,625.56	GNMA II	4.875
659766	328,911.00	324,998.82	GNMA II	4.875
661301	666,852.00	659,777.27	GNMA II	4.875
661303	724,623.00	716,975.04	GNMA II	4.875
661677	66,939.00	66,196.65	GNMA II	4.875
661683	1,340,800.00	1,328,177.88	GNMA II	4.875
663493	254,374.00	251,685.43	GNMA II	4.875
663497	657,519.00	651,232.86	GNMA II	4.875
663548	516,525.00	512,399.92	GNMA II	4.875
663551	613,759.00	608,839.58	GNMA II	4.875
663644	356,790.00	352,724.13	GNMA II	4.875
663701	717,633.00	712,690.07	GNMA II	4.875

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
663704	125,497.00	124,364.60	GNMA II	4.875
663744	722,986.00	717,458.69	GNMA II	4.875
663746	528,494.00	522,486.02	GNMA II	4.875
666722	1,145,113.00	1,138,413.56	GNMA II	4.875
668455	639,380.00	636,447.17	GNMA II	4.875
668503	562,535.00	559,275.74	GNMA II	4.875
669169	944,111.00	937,668.67	GNMA II	4.875
669230	350,626.00	348,869.34	GNMA II	4.875
669231	84,724.00	82,473.66	GNMA II	4.875
669320	510,381.00	508,597.86	GNMA II	4.875
671608	140,475.00	140,029.23	GNMA II	4.875
650419	307,238.00	299,959.25	GNMA II	4.900
650597	304,698.00	296,683.14	GNMA II	4.900
650678	1,033,783.00	1,006,657.82	GNMA II	4.900
650759	652,872.00	637,669.41	GNMA II	4.900
650826	636,038.00	621,796.32	GNMA II	4.900
652386	426,769.00	417,516.72	GNMA II	4.900
652620	93,984.00	92,315.02	GNMA II	4.900
646939	627,168.00	608,184.76	GNMA II	4.950
647002	348,991.00	339,577.45	GNMA II	4.950
647204	2,520,578.00	2,132,246.36	GNMA II	4.950
647205	947,700.00	597,200.38	GNMA II	4.950
649565	240,314.00	234,077.73	GNMA II	4.950
649655	304,882.00	297,003.65	GNMA II	4.950
649675	325,485.00	165,793.90	GNMA II	4.950
649686	86,589.00	84,356.44	GNMA II	4.950
649692	480,173.00	464,129.35	GNMA II	4.950
650414	197,677.00	95,705.17	GNMA II	4.950
650632	296,500.00	289,030.89	GNMA II	4.950
650790	263,613.00	257,449.03	GNMA II	4.950
652262	129,773.00	126,725.47	GNMA II	4.950
652329	126,002.00	123,167.50	GNMA II	4.950
652464	186,889.00	182,981.30	GNMA II	4.950
654156	175,577.00	171,998.80	GNMA II	4.950
654228	342,115.00	235,666.10	GNMA II	4.950
654320	130,189.00	127,936.14	GNMA II	4.950
655995	118,486.00	116,656.24	GNMA II	4.950
656074	112,729.00	110,997.94	GNMA II	4.950
613721	14,768,689.00	7,066,283.65	GNMA II	5.000
650418	104,345.00	101,945.68	GNMA II	5.000
650570	191,161.00	186,518.17	GNMA II	5.000
650578	92,075.00	89,846.09	GNMA II	5.000
650787	93,326.00	91,168.06	GNMA II	5.000
650820	268,090.00	104,794.63	GNMA II	5.000
652323	230,349.00	225,200.55	GNMA II	5.000
652331	433,368.00	423,821.87	GNMA II	5.000
652459	212,239.00	207,866.07	GNMA II	5.000
652658	798,284.00	783,177.11	GNMA II	5.000
652678	215,929.00	212,184.63	GNMA II	5.000
654173	193,451.00	189,841.31	GNMA II	5.000
654174	65,746.00	64,412.01	GNMA II	5.000
654260	658,400.00	646,445.93	GNMA II	5.000
654288	108,666.00	106,662.58	GNMA II	5.000

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
654295	366,207.00	358,456.41	GNMA II	5.000
654351	750,430.00	736,067.19	GNMA II	5.000
655790	1,472,212.00	1,447,137.43	GNMA II	5.000
655837	784,003.00	771,541.75	GNMA II	5.000
655893	419,624.00	412,900.91	GNMA II	5.000
655937	144,633.00	142,410.49	GNMA II	5.000
655988	166,267.00	163,822.03	GNMA II	5.000
656099	284,255.00	280,065.94	GNMA II	5.000
659366	262,818.00	257,218.59	GNMA II	5.000
659560	508,203.00	501,798.39	GNMA II	5.000
661316	64,068.00	63,406.87	GNMA II	5.000
661374	272,752.00	269,785.51	GNMA II	5.000
661414	157,865.00	156,169.37	GNMA II	5.000
669171	2,755,127.00	2,740,547.75	GNMA II	5.000
669322	709,920.00	702,632.99	GNMA II	5.000
671375	462,342.00	462,342.00	GNMA II	5.000
671377	123,756.00	123,756.00	GNMA II	5.000
671378	111,617.00	111,617.00	GNMA II	5.000
671606	335,970.00	335,166.00	GNMA II	5.000
671697	624,290.00	623,595.10	GNMA II	5.000
671771	213,815.00	213,580.35	GNMA II	5.000
671775	235,660.00	235,397.64	GNMA II	5.000
674755	86,148.00	86,148.00	GNMA II	5.000
674766	1,751,734.00	1,751,734.00	GNMA II	5.000
674768	138,363.00	138,363.00	GNMA II	5.000
652381	593,101.00	580,933.66	GNMA II	5.100
652462	246,203.00	241,166.70	GNMA II	5.100
654157	150,311.00	146,201.74	GNMA II	5.100
654175	261,812.00	256,970.43	GNMA II	5.100
656129	203,765.00	200,971.73	GNMA II	5.100
655990	301,655.00	297,220.80	GNMA II	5.125
655993	822,307.00	810,368.44	GNMA II	5.125
656095	1,072,736.00	1,055,967.62	GNMA II	5.125
656097	542,052.00	531,166.11	GNMA II	5.125
656132	493,877.00	487,338.22	GNMA II	5.125
659365	764,732.00	754,379.06	GNMA II	5.125
659425	349,680.00	344,982.40	GNMA II	5.125
659427	897,268.00	884,850.09	GNMA II	5.125
659446	406,563.00	401,507.38	GNMA II	5.125
659449	493,835.00	487,652.01	GNMA II	5.125
659506	480,589.00	474,638.80	GNMA II	5.125
659509	308,181.00	303,883.75	GNMA II	5.125
659563	171,465.00	169,362.39	GNMA II	5.125
659767	999,383.00	987,874.29	GNMA II	5.125
659769	190,465.00	188,367.26	GNMA II	5.125
659771	1,381,336.00	1,365,941.15	GNMA II	5.125
659774	989,715.00	976,202.18	GNMA II	5.125
661302	706,346.00	699,300.18	GNMA II	5.125
661304	1,802,165.00	1,783,916.89	GNMA II	5.125
661377	1,030,173.00	1,019,652.88	GNMA II	5.125
661404	645,977.00	639,554.33	GNMA II	5.125
661473	213,224.00	211,176.87	GNMA II	5.125
661475	742,247.00	735,142.92	GNMA II	5.125

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
661680	98,349.00	97,441.05	GNMA II	5.125
661684	1,492,799.00	1,479,761.49	GNMA II	5.125
661686	242,820.00	240,638.86	GNMA II	5.125
661687	83,310.00	82,577.37	GNMA II	5.125
663495	622,400.00	613,158.00	GNMA II	5.125
663496	225,622.00	223,660.40	GNMA II	5.125
663642	1,332,012.00	1,321,615.42	GNMA II	5.125
663702	687,126.00	681,944.36	GNMA II	5.125
663705	1,593,195.00	1,581,230.82	GNMA II	5.125
663740	170,688.00	169,502.89	GNMA II	5.125
663747	166,833.00	165,732.11	GNMA II	5.125
663749	75,647.00	75,150.85	GNMA II	5.125
666689	717,203.00	713,279.53	GNMA II	5.125
666723	1,201,930.00	1,194,788.35	GNMA II	5.125
668451	391,694.00	389,944.69	GNMA II	5.125
668456	682,029.00	679,056.52	GNMA II	5.125
668459	296,052.00	294,699.45	GNMA II	5.125
668504	737,307.00	733,237.12	GNMA II	5.125
669233	665,943.00	663,568.57	GNMA II	5.125
671555	450,938.00	449,638.99	GNMA II	5.125
671699	136,875.00	136,619.93	GNMA II	5.125
671701	294,820.00	294,292.79	GNMA II	5.125
650442	305,582.00	200,711.83	GNMA II	5.150
650580	418,237.00	408,358.78	GNMA II	5.150
650679	268,086.00	147,048.65	GNMA II	5.150
650760	557,066.00	541,887.58	GNMA II	5.150
650858	460,385.00	450,539.60	GNMA II	5.150
652325	150,868.00	147,667.22	GNMA II	5.150
652387	256,496.00	250,593.37	GNMA II	5.150
654177	107,533.00	105,592.06	GNMA II	5.150
649562	218,217.00	207,036.35	GNMA II	5.250
649578	320,040.00	312,306.84	GNMA II	5.250
650636	292,023.00	279,520.79	GNMA II	5.250
652332	471,482.00	460,771.15	GNMA II	5.250
652460	112,120.00	109,894.47	GNMA II	5.250
652461	173,383.00	169,913.14	GNMA II	5.250
652657	1,651,181.00	1,623,367.14	GNMA II	5.250
654261	804,777.00	790,480.68	GNMA II	5.250
654296	336,138.00	330,296.68	GNMA II	5.250
654326	448,453.00	440,730.52	GNMA II	5.250
655791	720,302.00	708,997.92	GNMA II	5.250
655838	254,573.00	250,669.08	GNMA II	5.250
655938	190,890.00	188,205.20	GNMA II	5.250
656094	447,217.00	430,513.64	GNMA II	5.250
659360	331,007.00	322,787.31	GNMA II	5.250
659504	657,679.00	426,129.67	GNMA II	5.250
663499	75,089.00	74,440.85	GNMA II	5.250
669172	2,769,886.00	2,757,469.90	GNMA II	5.250
669323	386,534.00	385,310.43	GNMA II	5.250
671376	89,999.00	89,999.00	GNMA II	5.250
671607	343,078.00	342,350.27	GNMA II	5.250
671698	939,057.00	938,069.32	GNMA II	5.250
671702	300,698.00	300,379.14	GNMA II	5.250

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
674750	116,178.00	116,178.00	GNMA II	5.250
674752	408,229.00	408,229.00	GNMA II	5.250
674754	418,572.00	418,572.00	GNMA II	5.250
674767	503,827.00	503,827.00	GNMA II	5.250
674769	1,872,994.00	1,872,994.00	GNMA II	5.250
652333	356,706.00	349,333.27	GNMA II	5.350
652382	391,033.00	383,493.89	GNMA II	5.350
652463	103,377.00	101,389.79	GNMA II	5.350
654154	244,113.00	239,334.39	GNMA II	5.350
654287	165,812.00	162,942.54	GNMA II	5.350
655798	77,070.00	75,908.82	GNMA II	5.350
655868	166,528.00	163,997.08	GNMA II	5.350
655991	447,744.00	441,560.24	GNMA II	5.375
655994	1,236,152.00	1,216,876.01	GNMA II	5.375
656096	487,196.00	480,506.99	GNMA II	5.375
656131	122,915.00	121,351.89	GNMA II	5.375
659361	2,005,514.00	1,973,673.74	GNMA II	5.375
659426	1,338,974.00	1,316,047.58	GNMA II	5.375
659450	1,084,599.00	1,072,054.30	GNMA II	5.375
659505	655,505.00	647,336.83	GNMA II	5.375
659510	198,676.00	196,323.16	GNMA II	5.375
659768	358,922.00	355,053.38	GNMA II	5.375
659770	258,947.00	255,841.73	GNMA II	5.375
659772	543,401.00	537,445.96	GNMA II	5.375
659775	544,004.00	538,265.43	GNMA II	5.375
659798	554,398.00	547,538.61	GNMA II	5.375
661305	2,304,855.00	2,157,221.82	GNMA II	5.375
661375	187,849.00	95,873.27	GNMA II	5.375
661405	776,814.00	769,521.85	GNMA II	5.375
661474	720,259.00	713,516.11	GNMA II	5.375
661476	355,688.00	352,407.79	GNMA II	5.375
661678	569,067.00	563,675.10	GNMA II	5.375
661679	277,622.00	275,260.94	GNMA II	5.375
661681	307,906.00	305,054.53	GNMA II	5.375
661685	1,084,413.00	1,075,268.63	GNMA II	5.375
663498	454,152.00	449,986.98	GNMA II	5.375
663544	515,313.00	511,120.28	GNMA II	5.375
663643	807,353.00	801,104.61	GNMA II	5.375
663645	804,097.00	798,132.16	GNMA II	5.375
663700	242,000.00	240,283.32	GNMA II	5.375
663703	677,238.00	672,978.26	GNMA II	5.375
663743	1,294,990.00	1,285,293.54	GNMA II	5.375
663745	805,983.00	800,308.91	GNMA II	5.375
663748	339,900.00	337,745.69	GNMA II	5.375
666687	559,131.00	556,132.45	GNMA II	5.375
666688	676,255.00	672,648.00	GNMA II	5.375
666690	730,387.00	726,608.87	GNMA II	5.375
668457	224,864.00	223,889.50	GNMA II	5.375
668458	161,733.00	161,053.50	GNMA II	5.375
669238	338,747.00	337,674.67	GNMA II	5.375
671554	181,592.00	181,037.39	GNMA II	5.375
671556	345,448.00	344,690.54	GNMA II	5.375
671700	222,126.00	221,887.67	GNMA II	5.375
671774	242,101.00	241,848.54	GNMA II	5.375
671772	538,813.00	538,274.13	GNMA II	5.500
674753	250,102.00	250,102.00	GNMA II	5.500
674756	257,524.00	257,524.00	GNMA II	5.500
659773	1,067,112.00	1,054,157.11	GNMA II	5.625
659776	720,917.00	713,710.62	GNMA II	5.625
659799	159,708.00	158,110.56	GNMA II	5.625
661256	1,589,698.00	1,572,953.97	GNMA II	5.625
661376	434,514.00	430,475.52	GNMA II	5.625
661477	1,789,240.00	1,774,628.71	GNMA II	5.625
661682	203,898.00	202,198.24	GNMA II	5.625
663494	293,577.00	290,759.39	GNMA II	5.625
663545	224,071.00	222,494.74	GNMA II	5.625
663550	221,398.00	218,334.05	GNMA II	5.625
663741	343,817.00	340,810.58	GNMA II	5.625
663742	324,534.00	322,306.29	GNMA II	5.625
668452	248,693.00	247,571.85	GNMA II	5.625
492321	757,119.00	53,871.16	GNMA II	5.750
495965	548,914.00	170,341.96	GNMA II	5.750
613716	12,547,326.00	3,454,692.28	GNMA II	5.750
613717	10,904,071.00	3,386,752.44	GNMA II	5.750
391762	916,273.00	84,503.20	GNMA II	5.850
391768	2,135,653.00	100,029.97	GNMA II	5.850
391772	610,943.00	91,029.17	GNMA II	5.850
391782	690,329.00	56,379.02	GNMA II	5.850
391824	482,762.00	95,490.31	GNMA II	5.850
492276	979,320.00	92,950.17	GNMA II	5.850
492320	917,204.00	56,926.81	GNMA II	5.850
492330	974,148.00	166,660.43	GNMA II	5.850
496058	740,565.00	81,064.03	GNMA II	5.850
504086	257,634.00	112,753.86	GNMA II	6.050
345181	3,062,767.00	484,161.56	GNMA II	6.150
345194	4,597,397.00	385,529.07	GNMA II	6.150
345197	2,246,470.00	41,235.89	GNMA II	6.150
345198	1,064,079.00	61,212.19	GNMA II	6.150
345218	3,316,640.00	268,119.86	GNMA II	6.150
345224	1,086,751.00	191,644.87	GNMA II	6.150
345233	1,365,366.00	156,809.45	GNMA II	6.150
345249	731,314.00	32,771.87	GNMA II	6.150
345255	936,793.00	86,681.08	GNMA II	6.150
391761	1,345,602.00	297,159.02	GNMA II	6.150
419605	3,214,413.00	289,800.00	GNMA II	6.350
419612	2,362,957.00	235,823.44	GNMA II	6.350
419614	1,217,470.00	125,894.42	GNMA II	6.350
419631	3,771,963.00	128,048.22	GNMA II	6.350
391776	973,973.00	57,715.67	GNMA II	6.375
391791	1,094,827.00	54,128.59	GNMA II	6.375
391823	1,626,050.00	57,730.43	GNMA II	6.375
391838	290,699.00	116,786.60	GNMA II	6.375
419564	2,952,411.00	188,596.77	GNMA II	6.600
419573	1,658,777.00	76,115.27	GNMA II	6.600
419588	1,331,411.00	64,158.45	GNMA II	6.600
419597	647,773.00	51,376.84	GNMA II	6.600

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
456080	742,825.00	55,504.93	GNMA II	6.600
391920	3,734,051.00	195,991.23	GNMA II	6.630
391926	4,271,469.00	188,237.83	GNMA II	6.630
391932	2,866,587.00	291,330.03	GNMA II	6.630
391933	3,042,164.00	154,962.15	GNMA II	6.630
391940	4,060,115.00	262,264.02	GNMA II	6.630
391949	3,173,397.00	60,075.67	GNMA II	6.630
419541	1,169,916.00	58,037.10	GNMA II	6.630
419550	3,816,381.00	527,534.19	GNMA II	6.630
419566	897,320.00	118,513.13	GNMA II	6.630
391830	4,476,515.00	139,462.24	GNMA II	6.750
391834	7,538,381.00	336,545.82	GNMA II	6.750
391839	2,331,397.00	126,571.26	GNMA II	6.750
391851	1,934,782.00	122,148.79	GNMA II	6.750
391860	1,279,096.00	189,551.10	GNMA II	6.750
391869	1,112,441.00	94,107.69	GNMA II	6.750
391893	500,634.00	65,460.51	GNMA II	6.750
391835	3,046,775.00	164,761.06	GNMA II	6.850
391840	2,739,831.00	58,580.46	GNMA II	6.850
391841	1,494,513.00	94,165.20	GNMA II	6.850
391843	1,683,342.00	127,390.53	GNMA II	6.850
391846	1,560,105.00	77,565.25	GNMA II	6.850
391861	1,547,640.00	109,715.56	GNMA II	6.850
391870	1,286,215.00	52,521.05	GNMA II	6.850
391871	838,538.00	47,823.41	GNMA II	6.850
391917	691,938.00	50,461.72	GNMA II	6.850
391904	3,337,696.00	167,546.40	GNMA II	6.900
391910	6,463,790.00	240,287.51	GNMA II	6.900
391919	4,148,712.00	204,035.56	GNMA II	6.900
391931	1,987,462.00	139,406.79	GNMA II	6.900
391950	1,294,356.00	52,485.41	GNMA II	6.900
419549	1,410,467.00	214,882.31	GNMA II	6.900
419622	1,256,015.00	84,128.15	GNMA II	6.900
419623	1,787,035.00	139,291.93	GNMA II	6.900
391815	2,283,940.00	37,587.33	GNMA II	6.950
391821	3,644,558.00	57,109.09	GNMA II	6.950
391829	1,352,859.00	22,723.05	GNMA II	6.950
391847	2,006,440.00	51,748.54	GNMA II	6.950
391854	1,785,845.00	44,493.85	GNMA II	6.950
391856	1,455,858.00	35,438.51	GNMA II	6.950
391864	2,371,211.00	70,190.26	GNMA II	6.950
391872	1,810,864.00	136,147.00	GNMA II	6.950
391873	634,179.00	80,377.98	GNMA II	6.950
391881	673,983.00	87,308.78	GNMA II	6.950
391890	1,934,941.00	128,116.64	GNMA II	6.950
391921	506,011.00	127,300.80	GNMA II	6.950
391922	1,069,669.00	74,800.34	GNMA II	6.950
285315	1,049,264.00	50,426.20	GNMA II	7.000
292273	1,001,054.00	20,900.90	GNMA II	7.000
292277	932,573.00	35,519.50	GNMA II	7.000
292282	1,771,063.00	27,754.43	GNMA II	7.000
292301	891,027.00	51,824.97	GNMA II	7.000
292306	924,016.00	68,446.83	GNMA II	7.000

Pool Number	Original Par Amount	Par Amount Outstanding	Type of MBS	Pass-Through Interest Rate (%)
292327	764,937.00	23,498.95	GNMA II	7.000
300338	967,792.00	86,611.50	GNMA II	7.000
300346	546,731.00	41,553.01	GNMA II	7.000
300349	971,350.00	64,591.26	GNMA II	7.000
300390	781,429.00	39,711.92	GNMA II	7.000
310140	720,055.00	43,616.86	GNMA II	7.000
310154	1,159,816.00	191,958.51	GNMA II	7.000
326652	1,370,523.00	327,029.43	GNMA II	7.000
326661	945,933.00	47,103.60	GNMA II	7.000
326700	1,441,364.00	63,033.25	GNMA II	7.000
333826	3,368,422.00	153,577.58	GNMA II	7.000
345166	1,654,245.00	172,112.48	GNMA II	7.000
391785	810,718.00	65,320.54	GNMA II	7.000
391811	1,078,646.00	53,794.60	GNMA II	7.000
310174	950,486.00	1,707.51	GNMA II	7.300
310184	1,220,975.00	71,279.68	GNMA II	7.300
310196	1,130,714.00	53,482.61	GNMA II	7.300
310201	1,428,200.00	10,563.78	GNMA II	7.300
310205	1,953,926.00	38,722.42	GNMA II	7.300
320175	1,205,982.00	25,960.32	GNMA II	7.300
320179	1,341,836.00	26,836.08	GNMA II	7.300
320180	1,231,948.00	19,238.56	GNMA II	7.300
326647	1,358,930.00	28,698.55	GNMA II	7.300
326651	1,844,855.00	26,271.29	GNMA II	7.300
326674	1,785,714.00	86,255.16	GNMA II	7.300
391875	1,973,195.00	64,113.58	GNMA II	7.375
391883	2,248,974.00	130,343.40	GNMA II	7.375
391892	6,141,759.00	70,754.41	GNMA II	7.375
391897	4,213,115.00	49,697.23	GNMA II	7.375
391903	4,361,323.00	163,103.84	GNMA II	7.375
391918	3,810,344.00	64,590.63	GNMA II	7.375
391939	1,438,498.00	177,908.56	GNMA II	7.375
419548	977,839.00	122,844.57	GNMA II	7.375
391865	3,008,431.00	116,132.93	GNMA II	7.450
391874	4,280,850.00	18,921.74	GNMA II	7.450
391882	2,858,860.00	56,452.51	GNMA II	7.450
391902	1,430,726.00	111,049.59	GNMA II	7.450
295153	3,363,997.00	62,093.83	GNMA II	7.850
295163	11,354,169.00	226,418.59	GNMA II	7.850
300450	13,408,453.00	182.22	GNMA II	7.850
300457	10,530,989.00	48,402.01	GNMA II	7.850
302508	11,472,212.00	35,650.82	GNMA II	7.850
302518	7,293,290.00	53,206.88	GNMA II	7.850
305152	6,560,304.00	105,718.12	GNMA II	7.850
305156	6,001,136.00	59,028.49	GNMA II	7.850
307814	4,463,820.00	20,905.36	GNMA II	7.850
307820	5,135,410.00	108,619.83	GNMA II	7.850
	Total GNMA II:	**$196,916,363.20**		
	Grand Total:	**$815,852,799.06**		

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 September 1, 2007)

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
1999 5A	$11,610,000	5.950%	6/1/2031	Lockout	12/1/2009
2006 6A	16,500,000	5.750	12/1/2037	PAC	--
1999 4A	6,210,000	5.750	12/1/2024	Lockout	6/1/2009
2007 4T	22,790,000	5.630	12/1/2042	Taxable PAC	--
2001 4A	13,960,000	STEP-5.600	6/1/2032	Lockout	12/1/2010
2007 1A	7,375,000	5.500	6/1/2038	PAC	--
2005 5A	8,160,000	5.500	12/1/2035	PAC	--
1998 4A	9,920,000	5.350	6/1/2030	Lockout	6/1/2008
2004 3A	4,600,000	5.250	12/1/2020	PAC	--
2005 4A	11,220,000	5.250	6/1/2035	PAC	--
2006 1A	14,300,000	5.250	12/1/2036	PAC	--
2006 2A	14,215,000	5.250	12/1/2036	PAC	--
1998 5A	9,090,000	5.150	6/1/2030	Lockout	12/1/2008
2002 4A	5,365,000	5.100	12/1/2022	Lockout	6/1/2012
2005 1A	3,315,000	5.000	12/1/2025	PAC	--
2005 2A	2,415,000	5.000	12/1/2025	PAC	--
2002 3A-R	2,680,000	STEP-5.000	12/1/2023	PAC	--
2004 1A	6,765,000	5.000	12/1/2021	PAC	--
2004 2A	5,885,000	5.000	6/1/2021	PAC	--
2005 3A	3,345,000	5.000	6/1/2016	PAC	--
2006 1A	12,720,000	4.900	6/1/2037	Lockout (1)	12/1/2014
1999 2N	3,010,000	4.900	12/1/2016	Lockout	6/1/2009
2003 1A	4,015,000	4.800	6/1/2023	Lockout	12/1/2012
2006 5A	5,000,000	4.750	12/1/2037	Lockout (2)	12/1/2013
2002 1A	585,000	4.600	12/1/2022	PAC	--
2002 4A	3,150,000	4.375	12/1/2033	PAC	--
2004 4A	3,685,000	4.250	12/1/2025	PAC	--
2003 2A	2,775,000	4.050	12/1/2024	PAC	--
2002 5A	1,790,000	4.000	12/1/2017	PAC	--
2003 1A	3,300,000	3.750	6/1/2026	PAC	--
Total:	**$219,750,000**				
Table F-7 Total:	**$732,715,000**				
Grand Total:	**$952,465,000**				

(1) Lockout until 12/1/2014 only from cross-calls.
(2) Lockout until 12/1/2013 only from revenue fund redemptions (unless necessary to preserve tax exemption).

Table F-7
Washington State Housing Finance Commission Single-Family Program Bonds
Outstanding Bonds by Coupon—Ranked Highest to Lowest
(Principal Amounts as of September 1, 2007)

Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity
1999 3A	$ 3,590,000	$ 3,590,000	5.450%	12/1/2023
1998 4A	1,920,000	5,510,000	5.400	12/1/2024
1998 2A	3,300,000	8,810,000	5.375	12/1/2018
1998 1A	3,310,000	12,120,000	5.350	6/1/2029
2004 2A	4,205,000	16,325,000	5.300	6/1/2035
2004 2A	2,830,000	19,155,000	5.300	12/1/2034
2007 4T	300,000	19,455,000	5.258	12/1/2008
2002 5A	8,705,000	28,160,000	5.250	12/1/2033
1999 2A	1,445,000	29,605,000	5.250	12/1/2030
1998 1A	2,305,000	31,910,000	5.250	12/1/2018
1998 3N	1,635,000	33,545,000	5.250	12/1/2017
2007 4T	190,000	33,735,000	5.220	12/1/2012
2007 4T	165,000	33,900,000	5.212	12/1/2009
2004 2A	8,505,000	42,405,000	5.200	6/1/2030
1999 1A	4,035,000	46,440,000	5.200	6/1/2030
2003 2A	11,300,000	57,740,000	5.200	12/1/2019
2007 4T	185,000	57,925,000	5.200	6/1/2012
2000 4A	170,000	58,095,000	5.200	12/1/2010
1998 3A	115,000	58,210,000	5.200	12/1/2010
1998 3A	115,000	58,325,000	5.200	6/1/2010
2007 4T	160,000	58,485,000	5.192	6/1/2009
2007 4T	180,000	58,665,000	5.180	12/1/2011
2007 4T	170,000	58,835,000	5.161	12/1/2010
2007 4T	165,000	59,000,000	5.161	6/1/2010
2007 4T	175,000	59,175,000	5.160	6/1/2011
2006 4A	17,560,000	76,735,000	5.150	6/1/2037
2004 3A	3,465,000	80,200,000	5.150	6/1/2035
2004 3A	2,005,000	82,205,000	5.150	12/1/2034
2004 2A	5,380,000	87,585,000	5.150	12/1/2024
2002 5A	4,145,000	91,730,000	5.150	12/1/2022
2001 5A	1,785,000	93,515,000	5.150	12/1/2016
2002 2A	220,000	93,735,000	5.150	12/1/2012
2002 2A	215,000	93,950,000	5.150	6/1/2012
2000 4A	255,000	94,205,000	5.150	12/1/2009
2006 4A	12,400,000	106,605,000	5.100	12/1/2031
2004 3A	3,445,000	110,050,000	5.100	12/1/2030
2004 3A	3,445,000	113,495,000	5.100	6/1/2030
2001 1N	1,590,000	115,085,000	5.100	12/1/2017
2001 4A	225,000	115,310,000	5.100	12/1/2012
2001 4A	125,000	115,435,000	5.100	6/1/2012
2002 2A	190,000	115,625,000	5.100	12/1/2011
2001 2A	345,000	115,970,000	5.100	12/1/2011
2002 2A	205,000	116,175,000	5.100	6/1/2011
1998 3A	105,000	116,280,000	5.100	12/1/2009
1998 3A	110,000	116,390,000	5.100	6/1/2009
2000 4A	250,000	116,640,000	5.100	12/1/2008
2006 4A	9,260,000	125,900,000	5.050	12/1/2026
1999 1N	3,000,000	128,900,000	5.050	12/1/2017
2001 4A	225,000	129,125,000	5.050	12/1/2011
2001 4A	210,000	129,335,000	5.050	6/1/2011
1998 4A	240,000	129,575,000	5.050	12/1/2010
1998 4A	225,000	129,800,000	5.050	6/1/2010
2000 4A	230,000	130,030,000	5.050	12/1/2007
2007 4A	10,365,000	140,395,000	5.000	6/1/2048
2007 3A	12,170,000	152,565,000	5.000	6/1/2048
2006 3A	16,930,000	169,495,000	5.000	12/1/2037
2005 5A	3,915,000	173,410,000	5.000	6/1/2036
2005 5A	8,860,000	182,270,000	5.000	12/1/2031
2004 3A	3,055,000	185,325,000	5.000	12/1/2025
2004 3A	3,320,000	188,645,000	5.000	6/1/2025
2002 2A	195,000	188,840,000	5.000	12/1/2010
2001 2A	415,000	189,255,000	5.000	12/1/2010
2002 2A	200,000	189,455,000	5.000	6/1/2010
1998 4A	215,000	189,670,000	5.000	12/1/2009
1998 4A	215,000	189,885,000	5.000	6/1/2009
1998 3A	105,000	189,990,000	5.000	12/1/2008
1998 3A	100,000	190,090,000	5.000	6/1/2008
2006 3A	12,360,000	202,450,000	4.950	12/1/2031
2006 4A	8,075,000	210,525,000	4.950	12/1/2021
2004 2A	100,000	210,625,000	4.950	6/1/2013
2001 4A	210,000	210,835,000	4.950	12/1/2010
2001 4A	200,000	211,035,000	4.950	6/1/2010
1998 3A	100,000	211,135,000	4.950	12/1/2007
2007 4A	8,195,000	219,330,000	4.900	12/1/2038
2007 3A	14,425,000	233,755,000	4.900	12/1/2038
2006 2A	11,750,000	245,505,000	4.900	12/1/2037
2006 5A	13,465,000	258,970,000	4.900	6/1/2037
2003 3A	5,190,000	264,160,000	4.900	6/1/2034
2006 3A	9,350,000	273,510,000	4.900	12/1/2026
2006 2A	8,455,000	281,965,000	4.900	12/1/2026
2002 2A	185,000	282,150,000	4.900	12/1/2009
2001 2A	385,000	282,535,000	4.900	12/1/2009
2002 2A	185,000	282,720,000	4.900	6/1/2009
1998 2A	125,000	282,845,000	4.900	12/1/2008
1998 2A	120,000	282,965,000	4.900	6/1/2008
2004 1A	3,825,000	286,790,000	4.850	12/1/2034
2007 4A	5,705,000	292,495,000	4.850	12/1/2032
2007 3A	10,275,000	302,770,000	4.850	12/1/2032
2006 5A	12,170,000	314,940,000	4.850	12/1/2031
2003 3A	5,445,000	320,385,000	4.850	12/1/2029
2006 1A	16,805,000	337,190,000	4.850	12/1/2025
2003 1A	3,465,000	340,655,000	4.850	12/1/2020
1998 4A	215,000	340,870,000	4.850	12/1/2008
1998 4A	385,000	341,255,000	4.850	6/1/2008
1998 2A	120,000	341,375,000	4.850	12/1/2007
2006 6A	6,720,000	348,095,000	4.800	12/1/2037
2005 4A	850,000	348,945,000	4.800	6/1/2036
2005 4A	9,335,000	358,280,000	4.800	12/1/2035
2004 4A	4,435,000	362,715,000	4.800	12/1/2035

Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity	Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity
2004 1A	5,920,000	368,635,000	4.800	12/1/2029	1998 1N	70,000	557,920,000	4.650	12/1/2008
2007 4A	4,085,000	372,720,000	4.800	12/1/2027	2001 4A	185,000	558,105,000	4.650	6/1/2008
2007 3A	7,780,000	380,500,000	4.800	12/1/2027	1998 1N	80,000	558,185,000	4.650	6/1/2008
2003 3A	6,065,000	386,565,000	4.800	12/1/2023	2001 2A	350,000	558,535,000	4.650	12/1/2007
2006 3A	9,395,000	395,960,000	4.800	12/1/2021	2006 5A	6,790,000	565,325,000	4.625	12/1/2021
2006 2A	8,540,000	404,500,000	4.800	12/1/2021	2005 1A	5,495,000	570,820,000	4.600	12/1/2030
2004 2N	470,000	404,970,000	4.800	6/1/2015	2007 2A	9,135,000	579,955,000	4.600	12/1/2027
2001 1A	170,000	405,140,000	4.800	12/1/2012	2007 1A	6,650,000	586,605,000	4.600	12/1/2021
2002 1A	140,000	405,280,000	4.800	12/1/2011	2003 2N	310,000	586,915,000	4.600	12/1/2014
2002 1A	50,000	405,330,000	4.800	6/1/2011	2003 2N	315,000	587,230,000	4.600	6/1/2014
1998 5A	95,000	405,425,000	4.800	6/1/2010	2003 2A	200,000	587,430,000	4.600	12/1/2012
2001 4A	200,000	405,625,000	4.800	12/1/2009	2003 2A	280,000	587,710,000	4.600	6/1/2012
2001 4A	200,000	405,825,000	4.800	6/1/2009	2001 1A	300,000	588,010,000	4.600	12/1/2010
2001 2A	370,000	406,195,000	4.800	12/1/2008	1999 1A	160,000	588,170,000	4.600	12/1/2009
1998 4A	385,000	406,580,000	4.800	12/1/2007	1999 1A	310,000	588,480,000	4.600	6/1/2009
2007 2A	12,085,000	418,665,000	4.750	6/1/2048	1998 5A	325,000	588,805,000	4.600	12/1/2008
2007 1A	14,845,000	433,510,000	4.750	6/1/2038	1998 5A	315,000	589,120,000	4.600	6/1/2008
2005 2A	13,510,000	447,020,000	4.750	12/1/2035	2006 6A	6,630,000	595,750,000	4.550	12/1/2021
2007 1A	12,940,000	459,960,000	4.750	12/1/2031	2005 5A	265,000	596,015,000	4.550	12/1/2014
2006 6A	5,000,000	464,960,000	4.750	12/1/2031	2005 5A	250,000	596,265,000	4.550	6/1/2014
2006 5A	9,090,000	474,050,000	4.750	12/1/2026	2006 2A	465,000	596,730,000	4.550	12/1/2013
2004 1A	5,315,000	479,365,000	4.750	12/1/2024	2006 2A	455,000	597,185,000	4.550	6/1/2013
2007 3A	6,480,000	485,845,000	4.750	12/1/2022	2001 5A	200,000	597,385,000	4.550	12/1/2011
1999 2A	90,000	485,935,000	4.750	12/1/2010	2001 5A	190,000	597,575,000	4.550	6/1/2011
1999 2A	85,000	486,020,000	4.750	6/1/2010	2002 1A	130,000	597,705,000	4.550	12/1/2009
2007 2A	14,310,000	500,330,000	4.700	12/1/2038	2002 1A	120,000	597,825,000	4.550	6/1/2009
2005 3A	12,610,000	512,940,000	4.700	6/1/2036	1999 2A	155,000	597,980,000	4.550	12/1/2008
2004 4A	4,570,000	517,510,000	4.700	12/1/2030	1999 2A	155,000	598,135,000	4.550	6/1/2008
2006 6A	10,885,000	528,395,000	4.700	12/1/2027	2002 2A	165,000	598,300,000	4.550	12/1/2007
2006 4A	3,560,000	531,955,000	4.700	12/1/2015	1998 5A	305,000	598,605,000	4.550	12/1/2007
2004 2N	360,000	532,315,000	4.700	12/1/2014	1998 1N	80,000	598,685,000	4.550	12/1/2007
2001 1A	310,000	532,625,000	4.700	12/1/2011	2007 2A	5,230,000	603,915,000	4.500	12/1/2021
2002 1A	130,000	532,755,000	4.700	12/1/2010	2006 3A	540,000	604,455,000	4.500	12/1/2014
1999 1A	175,000	532,930,000	4.700	12/1/2010	2006 3A	525,000	604,980,000	4.500	6/1/2014
2002 1A	125,000	533,055,000	4.700	6/1/2010	2005 5A	250,000	605,230,000	4.500	12/1/2013
1999 1A	170,000	533,225,000	4.700	6/1/2010	2002 4A	200,000	605,430,000	4.500	12/1/2013
1998 5A	175,000	533,400,000	4.700	12/1/2009	2005 5A	240,000	605,670,000	4.500	6/1/2013
1998 5A	170,000	533,570,000	4.700	6/1/2009	2002 4A	145,000	605,815,000	4.500	6/1/2013
2002 2A	175,000	533,745,000	4.700	12/1/2008	2006 4A	450,000	606,265,000	4.500	6/1/2012
2002 2A	175,000	533,920,000	4.700	6/1/2008	2001 1A	275,000	606,540,000	4.500	12/1/2009
2005 1A	6,505,000	540,425,000	4.650	12/1/2035	1999 1A	290,000	606,830,000	4.500	12/1/2008
2007 2A	10,325,000	550,750,000	4.650	12/1/2032	1999 1A	285,000	607,115,000	4.500	6/1/2008
2007 1A	5,005,000	555,755,000	4.650	12/1/2024	2001 4A	190,000	607,305,000	4.500	12/1/2007
2006 2A	495,000	556,250,000	4.650	12/1/2014	2003 2N	305,000	607,610,000	4.450	12/1/2013
2006 2A	480,000	556,730,000	4.650	6/1/2014	2003 2N	300,000	607,910,000	4.450	6/1/2013
2001 5A	210,000	556,940,000	4.650	12/1/2012	2006 2A	440,000	608,350,000	4.450	12/1/2012
2001 5A	210,000	557,150,000	4.650	6/1/2012	2003 2A	280,000	608,630,000	4.450	12/1/2011
1998 5N	180,000	557,330,000	4.650	12/1/2010	2003 2A	265,000	608,895,000	4.450	6/1/2011
1998 5N	90,000	557,420,000	4.650	6/1/2010	2001 5A	195,000	609,090,000	4.450	12/1/2010
1999 2A	80,000	557,500,000	4.650	12/1/2009	2001 5A	190,000	609,280,000	4.450	6/1/2010
1999 2A	160,000	557,660,000	4.650	6/1/2009	2004 4A	3,905,000	613,185,000	4.400	12/1/2021
2001 4A	190,000	557,850,000	4.650	12/1/2008	2004 3N	1,725,000	614,910,000	4.400	12/1/2016

Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity	Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity
2004 3N	220,000	615,130,000	4.400	6/1/2016	2006 1A	450,000	656,930,000	4.150	12/1/2012
2003 1N	435,000	615,565,000	4.400	6/1/2016	2006 1A	435,000	657,365,000	4.150	6/1/2012
2006 3A	510,000	616,075,000	4.400	12/1/2013	2006 5A	430,000	657,795,000	4.150	12/1/2011
2006 3A	500,000	616,575,000	4.400	6/1/2013	2006 3A	445,000	658,240,000	4.150	6/1/2011
2002 4A	190,000	616,765,000	4.400	12/1/2012	2002 4A	170,000	658,410,000	4.150	12/1/2010
2006 2A	430,000	617,195,000	4.400	6/1/2012	2002 4A	180,000	658,590,000	4.150	6/1/2010
2002 4A	195,000	617,390,000	4.400	6/1/2012	2006 4A	395,000	658,985,000	4.150	12/1/2009
2006 4A	440,000	617,830,000	4.400	12/1/2011	2001 5A	180,000	659,165,000	4.150	12/1/2008
2001 1A	270,000	618,100,000	4.400	12/1/2008	2001 5A	170,000	659,335,000	4.150	6/1/2008
2007 3A	1,945,000	620,045,000	4.375	12/1/2016	2002 1A	110,000	659,445,000	4.150	12/1/2007
2006 5A	4,175,000	624,220,000	4.350	12/1/2016	1999 1A	260,000	659,705,000	4.150	12/1/2007
2005 2A	280,000	624,500,000	4.350	6/1/2015	2007 1A	410,000	660,115,000	4.125	6/1/2012
2005 5A	235,000	624,735,000	4.350	12/1/2012	2004 1N	105,000	660,220,000	4.100	6/1/2015
2005 5A	230,000	624,965,000	4.350	6/1/2012	2003 1N	385,000	660,605,000	4.100	6/1/2013
2006 2A	415,000	625,380,000	4.350	12/1/2011	2007 2A	215,000	660,820,000	4.100	12/1/2012
2006 4A	425,000	625,805,000	4.350	6/1/2011	2006 6A	430,000	661,250,000	4.100	12/1/2012
2002 1A	110,000	625,915,000	4.350	12/1/2008	2007 1A	390,000	661,640,000	4.100	12/1/2011
2002 1A	120,000	626,035,000	4.350	6/1/2008	2006 1A	425,000	662,065,000	4.100	12/1/2011
2005 1A	3,160,000	629,195,000	4.300	12/1/2021	2005 5A	220,000	662,285,000	4.100	12/1/2011
2007 2A	1,950,000	631,145,000	4.300	12/1/2016	2006 5A	420,000	662,705,000	4.100	6/1/2011
2007 1A	3,765,000	634,910,000	4.300	12/1/2016	2005 5A	220,000	662,925,000	4.100	6/1/2011
2006 6A	3,920,000	638,830,000	4.300	12/1/2016	2006 2A	395,000	663,320,000	4.100	12/1/2010
2003 1N	420,000	639,250,000	4.300	6/1/2015	2006 4A	375,000	663,695,000	4.100	6/1/2009
2003 3A	100,000	639,350,000	4.300	6/1/2014	2004 2A	100,000	663,795,000	4.100	6/1/2009
2006 3A	485,000	639,835,000	4.300	12/1/2012	2004 4N	475,000	664,270,000	4.050	6/1/2016
2003 2N	105,000	639,940,000	4.300	12/1/2012	2007 3A	210,000	664,480,000	4.050	12/1/2012
2002 4A	175,000	640,115,000	4.300	12/1/2011	2007 3A	210,000	664,690,000	4.050	6/1/2012
2002 4A	185,000	640,300,000	4.300	6/1/2011	2007 2A	210,000	664,900,000	4.050	6/1/2012
2001 5A	175,000	640,475,000	4.300	12/1/2009	2006 6A	420,000	665,320,000	4.050	6/1/2012
2001 5A	180,000	640,655,000	4.300	6/1/2009	2005 2A	270,000	665,590,000	4.050	6/1/2012
2001 1A	255,000	640,910,000	4.300	12/1/2007	2007 1A	385,000	665,975,000	4.050	6/1/2011
2004 2A	5,515,000	646,425,000	4.250	12/1/2014	2006 1A	415,000	666,390,000	4.050	6/1/2011
2005 2A	275,000	646,700,000	4.250	6/1/2014	2006 5A	405,000	666,795,000	4.050	12/1/2010
2003 3A	295,000	646,995,000	4.250	12/1/2013	2006 3A	435,000	667,230,000	4.050	12/1/2010
2003 3A	295,000	647,290,000	4.250	6/1/2013	2005 5A	210,000	667,440,000	4.050	12/1/2010
2006 3A	470,000	647,760,000	4.250	6/1/2012	2006 2A	385,000	667,825,000	4.050	6/1/2010
2006 2A	405,000	648,165,000	4.250	6/1/2011	2006 4A	370,000	668,195,000	4.050	12/1/2008
2006 4A	415,000	648,580,000	4.250	12/1/2010	2006 4A	360,000	668,555,000	4.050	6/1/2008
1999 2A	120,000	648,700,000	4.250	12/1/2007	2007 4A	300,000	668,855,000	4.000	12/1/2017
2003 1N	400,000	649,100,000	4.200	6/1/2014	2007 4A	265,000	669,120,000	4.000	6/1/2017
2006 1A	455,000	649,555,000	4.200	6/1/2013	2005 1N	2,810,000	671,930,000	4.000	6/1/2017
2006 5A	455,000	650,010,000	4.200	12/1/2012	2004 1N	500,000	672,430,000	4.000	12/1/2014
2003 3A	295,000	650,305,000	4.200	12/1/2012	2003 3N	295,000	672,725,000	4.000	12/1/2014
2006 5A	445,000	650,750,000	4.200	6/1/2012	2004 1N	515,000	673,240,000	4.000	6/1/2014
2003 3A	295,000	651,045,000	4.200	6/1/2012	2003 3N	190,000	673,430,000	4.000	6/1/2014
2006 3A	455,000	651,500,000	4.200	12/1/2011	2005 4A	910,000	674,340,000	4.000	12/1/2012
2003 2A	260,000	651,760,000	4.200	12/1/2010	2007 3A	205,000	674,545,000	4.000	12/1/2011
2006 4A	400,000	652,160,000	4.200	6/1/2010	2007 2A	205,000	674,750,000	4.000	12/1/2011
2003 2A	260,000	652,420,000	4.200	6/1/2010	2006 6A	410,000	675,160,000	4.000	12/1/2011
2005 3A	3,445,000	655,865,000	4.150	12/1/2025	2007 3A	195,000	675,355,000	4.000	6/1/2011
2005 2A	200,000	656,065,000	4.150	6/1/2013	2007 2A	200,000	675,555,000	4.000	6/1/2011
2007 1A	415,000	656,480,000	4.150	12/1/2012	2006 6A	395,000	675,950,000	4.000	6/1/2011

Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity
2004 3A	25,000	675,975,000	4.000	6/1/2011
2007 1A	370,000	676,345,000	4.000	12/1/2010
2006 1A	405,000	676,750,000	4.000	12/1/2010
2006 5A	395,000	677,145,000	4.000	6/1/2010
2006 3A	420,000	677,565,000	4.000	6/1/2010
2005 5A	205,000	677,770,000	4.000	6/1/2010
2006 2A	375,000	678,145,000	4.000	12/1/2009
2006 4A	345,000	678,490,000	4.000	12/1/2007
2001 5A	170,000	678,660,000	4.000	12/1/2007
2007 4A	260,000	678,920,000	3.950	12/1/2016
2007 4A	250,000	679,170,000	3.950	6/1/2016
2004 4A	2,640,000	681,810,000	3.950	12/1/2015
2005 2A	260,000	682,070,000	3.950	12/1/2011
2003 3A	295,000	682,365,000	3.950	12/1/2011
2005 2A	255,000	682,620,000	3.950	6/1/2011
2003 3A	300,000	682,920,000	3.950	6/1/2011
2007 3A	195,000	683,115,000	3.950	12/1/2010
2007 2A	190,000	683,305,000	3.950	12/1/2010
2006 6A	385,000	683,690,000	3.950	12/1/2010
2007 1A	365,000	684,055,000	3.950	6/1/2010
2006 1A	390,000	684,445,000	3.950	6/1/2010
2006 5A	380,000	684,825,000	3.950	12/1/2009
2006 3A	410,000	685,235,000	3.950	12/1/2009
2005 5A	200,000	685,435,000	3.950	12/1/2009
2002 4A	160,000	685,595,000	3.950	12/1/2009
2006 2A	365,000	685,960,000	3.950	6/1/2009
2002 4A	165,000	686,125,000	3.950	6/1/2009
2004 3A	2,640,000	688,765,000	3.930	12/1/2012
2007 4A	245,000	689,010,000	3.900	12/1/2015
2007 4A	240,000	689,250,000	3.900	6/1/2015
2004 1N	470,000	689,720,000	3.900	12/1/2013
2004 1N	485,000	690,205,000	3.900	6/1/2013
2002 5A	2,390,000	692,595,000	3.900	12/1/2012
2003 1N	370,000	692,965,000	3.900	6/1/2012
2005 4A	210,000	693,175,000	3.900	12/1/2010
2007 3A	185,000	693,360,000	3.900	6/1/2010
2007 2A	190,000	693,550,000	3.900	6/1/2010
2006 6A	375,000	693,925,000	3.900	6/1/2010
2005 4A	210,000	694,135,000	3.900	6/1/2010
2006 5A	375,000	694,510,000	3.900	6/1/2009
2005 5A	195,000	694,705,000	3.900	6/1/2009
2006 6A	365,000	695,070,000	3.875	12/1/2009
2007 4A	230,000	695,300,000	3.850	12/1/2014
2007 4A	210,000	695,510,000	3.850	6/1/2014
2005 2A	245,000	695,755,000	3.850	12/1/2010
2007 3A	185,000	695,940,000	3.850	12/1/2009
2007 2A	185,000	696,125,000	3.850	12/1/2009
2007 1A	355,000	696,480,000	3.850	12/1/2009
2006 1A	380,000	696,860,000	3.850	12/1/2009
2003 2A	245,000	697,105,000	3.850	12/1/2009
2006 6A	355,000	697,460,000	3.850	6/1/2009
2006 3A	395,000	697,855,000	3.850	6/1/2009
2003 2A	245,000	698,100,000	3.850	6/1/2009
2006 5A	360,000	698,460,000	3.850	12/1/2008
2006 2A	350,000	698,810,000	3.850	12/1/2008
2007 4A	150,000	698,960,000	3.800	12/1/2013
2003 1N	345,000	699,305,000	3.800	6/1/2011
2005 2A	240,000	699,545,000	3.800	6/1/2010
2005 4A	200,000	699,745,000	3.800	12/1/2009
2007 3A	175,000	699,920,000	3.800	6/1/2009
2007 2A	175,000	700,095,000	3.800	6/1/2009
2007 1A	345,000	700,440,000	3.800	6/1/2009
2006 1A	370,000	700,810,000	3.800	6/1/2009
2006 6A	345,000	701,155,000	3.800	12/1/2008
2006 3A	390,000	701,545,000	3.800	12/1/2008
2006 2A	345,000	701,890,000	3.800	6/1/2008
2005 1A	250,000	702,140,000	3.750	6/1/2012
2005 4A	195,000	702,335,000	3.750	6/1/2009
2007 3A	170,000	702,505,000	3.750	12/1/2008
2007 2A	175,000	702,680,000	3.750	12/1/2008
2007 1A	335,000	703,015,000	3.750	12/1/2008
2002 4A	155,000	703,170,000	3.750	12/1/2008
2006 6A	335,000	703,505,000	3.750	6/1/2008
2006 5A	350,000	703,855,000	3.750	6/1/2008
2006 3A	375,000	704,230,000	3.750	6/1/2008
2002 4A	160,000	704,390,000	3.750	6/1/2008
2006 2A	335,000	704,725,000	3.750	12/1/2007
2005 1A	245,000	704,970,000	3.700	12/1/2011
2003 3A	300,000	705,270,000	3.700	12/1/2010
2003 3A	305,000	705,575,000	3.700	6/1/2010
2005 2A	235,000	705,810,000	3.700	12/1/2009
2006 1A	360,000	706,170,000	3.700	12/1/2008
2005 5A	190,000	706,360,000	3.700	12/1/2008
2007 3A	195,000	706,555,000	3.700	6/1/2008
2007 2A	220,000	706,775,000	3.700	6/1/2008
2006 5A	295,000	707,070,000	3.700	12/1/2007
2006 3A	360,000	707,430,000	3.700	12/1/2007
2004 3A	10,000	707,440,000	3.650	12/1/2009
2007 1A	540,000	707,980,000	3.650	6/1/2008
2006 6A	325,000	708,305,000	3.650	12/1/2007
2004 1N	455,000	708,760,000	3.600	12/1/2012
2005 1A	240,000	709,000,000	3.600	6/1/2011
2005 2A	225,000	709,225,000	3.600	6/1/2009
2004 3A	10,000	709,235,000	3.600	6/1/2009
2005 4A	195,000	709,430,000	3.600	12/1/2008
2006 1A	350,000	709,780,000	3.600	6/1/2008
2005 5A	185,000	709,965,000	3.600	6/1/2008
2004 1N	435,000	710,400,000	3.550	6/1/2012
2005 1A	235,000	710,635,000	3.550	12/1/2010
2003 1N	335,000	710,970,000	3.550	6/1/2010
2002 4A	150,000	711,120,000	3.550	12/1/2007
2004 4A	240,000	711,360,000	3.500	12/1/2010
2004 4A	230,000	711,590,000	3.500	6/1/2010
2005 2A	220,000	711,810,000	3.500	12/1/2008

Series	Outstanding Par Amount	Cumulative Total	Coupon	Maturity
2005 4A	185,000	711,995,000	3.500	6/1/2008
2006 1A	340,000	712,335,000	3.500	12/1/2007
2005 1A	230,000	712,565,000	3.450	6/1/2010
2003 1A	115,000	712,680,000	3.450	6/1/2009
2005 5A	180,000	712,860,000	3.450	12/1/2007
2005 4A	180,000	713,040,000	3.450	12/1/2007
2003 2A	235,000	713,275,000	3.400	12/1/2008
2005 2A	215,000	713,490,000	3.400	6/1/2008
2003 2A	230,000	713,720,000	3.400	6/1/2008
2004 1N	435,000	714,155,000	3.350	12/1/2011
2004 3A	295,000	714,450,000	3.350	12/1/2008
2004 1N	410,000	714,860,000	3.300	6/1/2011
2005 1A	225,000	715,085,000	3.300	12/1/2009
2004 3A	295,000	715,380,000	3.300	6/1/2008
2003 3A	310,000	715,690,000	3.250	12/1/2009
2003 3A	315,000	716,005,000	3.250	6/1/2009
2005 1A	220,000	716,225,000	3.200	6/1/2009
2003 1N	210,000	716,435,000	3.200	6/1/2009
2004 4A	225,000	716,660,000	3.150	12/1/2009
2005 2A	205,000	716,865,000	3.150	12/1/2007
2005 1A	220,000	717,085,000	3.100	12/1/2008
2003 1A	305,000	717,390,000	3.100	6/1/2008
2004 1N	405,000	717,795,000	3.050	12/1/2010
2004 1A	385,000	718,180,000	3.050	12/1/2009
2004 4A	220,000	718,400,000	3.050	6/1/2009
2004 1N	395,000	718,795,000	3.000	6/1/2010
2004 1A	370,000	719,165,000	3.000	6/1/2009
2003 3A	320,000	719,485,000	3.000	12/1/2008
2005 1A	215,000	719,700,000	3.000	6/1/2008
2004 3A	280,000	719,980,000	3.000	12/1/2007
2003 2A	215,000	720,195,000	3.000	12/1/2007
2003 3A	325,000	720,520,000	2.950	6/1/2008
2004 4A	210,000	720,730,000	2.900	12/1/2008
2005 1A	210,000	720,940,000	2.850	12/1/2007
2004 1A	355,000	721,295,000	2.800	12/1/2008
2004 4A	205,000	721,500,000	2.800	6/1/2008
2004 1A	345,000	721,845,000	2.700	6/1/2008
2004 4A	200,000	722,045,000	2.700	12/1/2007
2005 2A VR	10,000,000	732,715,000	VAR	6/1/2036
TOTAL	**$732,715,000**			
Table F-6 Total	**$219,750,000**			
GRAND TOTAL	**$952,465,000**			

APPENDIX G:
LENDERS PARTICIPATING IN PROGRAM
As of September 20, 2007

Abacus Mortgage, Inc.
(dba Liberty Lake Mortgage)
Alaska USA Federal Credit Union
American Marine Bank
AmericanWest Bank
Apreva (dba Pacific Mutual)
Bank of America
Banner Bank
Boeing Employees Credit Union
CTX Mortgage (dba Homefront Mortgage, LP)
Cashmere Valley Bank
Central Pacific Mortgage
Chase Home Loans
(dba JPMorgan Chase Bank, N.A.)
Citybank
Columbia River Bank
Community Lending, Inc.
(dba Achievement Lending)
(dba Crown Home Mortgage)
(dba First Rate Mortgage)
(dba Paramount Home Lending Network)
Countrywide Home Loans
(dba Homebase Mortgage)
(dba TM Mortgage)
DHI Mortgage Company
Eagle Home Mortgage
(dba Equity Home Mortgage)
(dba Majestic Mortgage Services)
(dba NW Mortgage Alliance)
Evergreen Moneysource
(dba Evergreen Home Loans)
Farmers & Merchants Bank
FirstBank Northwest
First Continental Mortgage
(dba FCMC Lending Services)
First Horizon Home Loan Corporation
First Mutual Bank
GMAC Mortgage
Global Advisory Group Inc.
(dba Mortgage Advisory Group)
Global Credit Union
Golden Empire Mortgage
(dba All Pacific Mortgage)
(dba Loan Street Mortgage)
Golf Savings Bank
Heritage Savings Bank
HomeSelect
HomeStreet Bank
HomeStone Mortgage Inc.
Indymac Bank
Inland Northwest Bank
KeyBank National Association
Kitsap Community Federal Credit Union
Land/Home Financial Services
(dba Home Financial Services, Inc.)
(dba Lakemont Mortgage)
Landover Mortgage
Liberty Financial Group
Lyndsey Home Mortgage Express, Inc.
M&T Mortgage
Mann Mortgage
(dba Culbertson Mortgage)
(dba Home Loan Center)
(dba Life Mortgage)
(dba Skagit Valley Mortgage)
(dba Westcorp Mortgage Group)
Metrocitites Mortgage, LLC
(dba Metro Sound Mortgage)
(dba Metro Sound South Mortgage)
(dba Master Design Mortgage)
Mountain West Bank
National City Mortgage
Network Mortgage Services
New Century Mortgage (dba Home 123)
Numerica Credit Union
One Washington Financial
PacWest Services
Peoples Bank
Pinnacle Financial Corporation
Portland Mortgage
Prime Lending
Republic Mortgage Home Loans
Response Mortgage Services, Inc.
Seattle Metropolitan Credit Union
Seattle Mortgage
(dba Polygon Home Loans
(dba Puget Sound Home Mortgage)
(dba Seattle Savings Bank)
SLM Financial Corporation
(dba Sallie Mae Mortgage)
Summit Home Mortgage
The Bank of the Pacific
The Legacy Group
(dba Legacy Goup Mortgage)
Umpqua Bank
US Bank
Venture Bank
Viking Bank
Ward Lending Group LLC
Washington Mutual Bank
Washington Trust Bank
Wells Fargo Home Mortgage (dba Quadrant Homes)
Westsound Bank (dba Westsound Mortgage)

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