PRELIMINARY OFFICIAL STATEMENT DATED AUGUST 11, 2026

NEW ISSUE – BOOK-ENTRY ONLY | **RATING: Moody's: "____"** *(See "**RATING**" herein)*

*In the opinion of Butler Snow LLP, Bond Counsel, under existing statutes, regulations, published rulings, judicial decisions and assuming continuous compliance with certain covenants described herein, interest on the Series 2026B Bonds (as hereinafter defined) is excludable from gross income of the owners thereof for federal income tax purposes. Interest on the Series 2026B Bonds is not a separate tax preference item for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Internal Revenue Code of 1986 (the "**Code**")), for the purpose of computing alternative minimum tax imposed upon corporations. In addition, in the opinion of Bond Counsel, under the Act (as hereinafter defined), the Series 2026B Bonds and the interest thereon are exempt from all state and local taxes in Louisiana. See "**TAX MATTERS**" herein and the proposed form of opinion of Bond Counsel attached hereto as "**APPENDIX C**" for a description of certain other federal tax consequences of ownership of the Series 2026B Bonds.*

$50,000,000*
CAPITAL AREA FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE REVENUE BONDS
SERIES 2026B (NON-AMT)

Dated: September 29, 2026* | **Due:** As shown on inside cover page

This Official Statement has been prepared on behalf of the Capital Area Finance Authority, formerly known as the East Baton Rouge Mortgage Finance Authority (the "***Authority***"), a public trust duly created, organized and existing under the laws of the State of Louisiana, constituting a public corporation having a distinct legal existence with the corporate powers contained in the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive (the "***Act***"), to provide certain information with respect to the issuance by the Authority of its $50,000,000* Capital Area Finance Authority Single Family Mortgage Revenue Bonds, Series 2026B (Non-AMT) (the "***Series 2026B Bonds***"). The Series 2026B Bonds are being issued pursuant to a General Indenture of Trust, to be dated as of September 1, 2026 (the "***General Indenture***"), as supplemented and amended by the Series 2026B Indenture, to be dated as of September 1, 2026* (the "***Series 2026B Indenture***"), each by and between the Authority and Regions Bank, as trustee (the "***Trustee***"), acting through its corporate trust office maintained in Baton Rouge, Louisiana. The General Indenture and the Series 2026B Indenture are referred to herein as the "***Indenture***."

The Series 2026B Bonds are issuable only as fully registered bonds in denominations of $5,000 or integral multiples thereof. The Series 2026B Bonds are registered in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York ("***DTC***"), which will act as securities depository for the Series 2026B Bonds. Purchasers will not receive certificates representing their interests in the Series 2026B Bonds. Interest on the Series 2026B Bonds is payable by the Trustee to the registered owners thereof on April 1 and October 1 of each year, commencing April 1, 2027*, until maturity or earlier redemption, at the rates set forth on the inside front cover hereof. Principal on the Series 2026B Bonds is payable at maturity or earlier redemption upon surrender at the principal corporate trust office of the Trustee. So long as DTC or its nominee is the registered owner of the Series 2026B Bonds, disbursement of payments of principal, redemption price and interest to DTC is the responsibility of the Trustee; disbursement of such payments to DTC Participants (as hereinafter defined) is the responsibility of DTC; and disbursement of such payments to the Beneficial Owners (as hereinafter defined) is the responsibility of DTC Participants. See **APPENDIX E** - "**BOOK-ENTRY SYSTEM**" hereto.

The Series 2026B Bonds are subject to redemption under the circumstances, on the dates, in the amounts and at the prices described herein. It is expected that some portion of the Series 2026B Bonds will be redeemed without premium prior to their respective stated maturities. See "THE Series 2026B BONDS–Redemption Provisions" herein.

The Authority expects to use the proceeds of the Series 2026B Bonds to purchase Guaranteed Mortgage Securities backed by Qualified Mortgage Loans originated by Mortgage Lenders, and together with other available funds of the Authority, to provide down payment and closing cost assistance to persons or families of low or moderate income (the "***Qualified Borrowers***") to finance the purchase of single family residences in the parishes of Ascension, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge and West Feliciana, State of Louisiana (collectively, the "***Parishes***," or the "***Capital Area***"), or in such other parishes executing a cooperative endeavor agreement with the Authority (collectively, the "***Participating Jurisdictions***"), for use as the permanent place of residence of the Qualified Borrowers. The Series 2026B Bonds will be secured on a parity basis with any Bonds (as hereinafter defined) subsequently issued under the General Indenture by a pledge of and security interest in Bond proceeds, Guaranteed Mortgage Securities, Mortgage Loans, and Investments (as each are defined in the Indenture) purchased therefrom and other revenues and assets and income held in and receivable by certain Funds and Accounts (as defined in the Indenture) established under the Indenture. See "**INTRODUCTION**," "**THE SERIES 2026B BONDS**," "**SECURITY FOR THE SERIES 2026B BONDS**," "**THE PROGRAM**," and **APPENDIX H – LIST OF PARTICIPATING JURISDICTIONS** herein.

THE SERIES 2026B BONDS SHALL NOT CONSTITUTE OR CREATE AN OBLIGATION, EITHER GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION, OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER. EXCEPT AS PROVIDED BELOW, THE SERIES 2026B BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE AUTHORITY SECURED BY AND PAYABLE SOLELY FROM THE INCOME, REVENUES AND FUNDS PLEDGED AND A SECURITY INTEREST GRANTED THEREFOR PURSUANT TO THE GENERAL INDENTURE. THE AUTHORITY HAS NO TAXING POWER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF HAS BEEN PLEDGED TO THE PAYMENT OF THE SERIES 2026B BONDS. THE SERIES 2026B BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY AGENCY THEREOF OR OF FANNIE MAE, FREDDIE MAC AND/OR GNMA AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

NONE OF THE BOARD OF TRUSTEES, ANY EMPLOYEES OF THE AUTHORITY, NOR ANY OTHER PERSON EXECUTING THE SERIES 2026B BONDS OF THE AUTHORITY SHALL BE PERSONALLY LIABLE ON THE SERIES 2026B BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE, SALE, OR DELIVERY THEREOF WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.

THIS COVER PAGE CONTAINS INFORMATION FOR QUICK REFERENCE ONLY. INVESTORS MUST READ THIS ENTIRE OFFICIAL STATEMENT TO OBTAIN INFORMATION ESSENTIAL AND MATERIAL TO THE MAKING OF AN INFORMED INVESTMENT DECISION.

The Series 2026B Bonds are offered when, as and if issued by the Authority and received by the Underwriters, subject to prior sale, withdrawal or modification of such offer without notice, subject to the approving opinion of Butler Snow LLP, New Orleans, Louisiana, Bond Counsel, and certain other conditions. Certain legal matters will be passed upon for the Underwriters by Jones Walker LLP, Baton Rouge, Louisiana. CSG Advisors, Atlanta, Georgia, serves as independent Municipal Advisor to the Authority. Butler Snow LLP, Baton Rouge, Louisiana, has also served as Disclosure Counsel to the Authority for purposes of assisting with the preparation of this Official Statement. It is expected that the Series 2026B Bonds will be available for delivery and in book-entry only form to DTC in New York, New York, on or about September 29, 2026*, as payment therefor.

RAYMOND JAMES® STIFEL

The date of this Official Statement is ___________, 2026*

* Preliminary, subject to change.

MATURITIES, PRINCIPAL AMOUNTS, INTEREST RATES AND PRICES*

BASE CUSIP: _________†

$50,000,000*
CAPITAL AREA FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE REVENUE BONDS
SERIES 2026B (NON-AMT)

$8,015,000* SERIAL BONDS

Due	Principal Amount*	Interest Rate	Price	CUSIP†	Due	Principal Amount*	Interest Rate	Price	CUSIP†
4/1/2028	$290,000				10/1/2033	$365,000			
10/1/2028	290,000				4/1/2034	370,000			
4/1/2029	320,000				10/1/2034	380,000			
10/1/2029	320,000				4/1/2035	385,000			
4/1/2030	325,000				10/1/2035	395,000			
10/1/2030	335,000				4/1/2036	400,000			
4/1/2031	335,000				10/1/2036	410,000			
10/1/2031	340,000				4/1/2037	410,000			
4/1/2032	345,000				10/1/2037	420,000			
10/1/2032	350,000				4/1/2038	430,000			
4/1/2033	360,000				10/1/2038	440,000			

$2,835,000* ___% per annum Term Bonds Due October 1, 2041*; Price _____%; CUSIP _____†
$5,650,000* ___% per annum Term Bonds Due October 1, 2046*; Price _____%; CUSIP _____†
$7,265,000* ___% per annum Term Bonds Due October 1, 2051*; Price _____%; CUSIP _____†
$9,235,000* ___% per annum Term Bonds Due October 1, 2056*; Price _____%; CUSIP _____†
$17,000,000* ___% per annum Series 2026B PAC Bonds Due April 1, 2057*; Price ___%; CUSIP ___†

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* Preliminary, subject to change.

†CUSIP® is a registered trademark of the American Bankers Association. CUSIP Global Services (*"CGS"*) is managed on behalf of the American Bankers Association by FactSet Research Systems Inc.© Copyright 2026 CUSIP Global Services. All rights reserved. CUSIP® data herein is provided by CUSIP Global Services. This data is not intended to create a database and does not serve in any way as a substitute for the CGS database. CUSIP® numbers are provided for convenience of reference only. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP® Service. CUSIP® data herein is provided for convenience of reference only. Neither the Authority nor the Underwriters and their agents take any responsibility for the accuracy of such data now or at any time in the future. The CUSIP® number for a specific maturity is subject to being changed after the issuance of the Series 2026B Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part of such maturity or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities of the Series 2026B Bonds.

No dealer, broker, salesperson or other person has been authorized by the Authority or the Underwriters (as hereinafter defined) to give any information or to make any representations with respect to the Series 2026B Bonds 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 sales of the Series 2026B 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 Authority and other sources which are believed to be reliable. The information regarding DTC and DTC's book-entry system has been obtained from DTC but is not guaranteed as to accuracy or completeness by the Authority or the Underwriters. The information regarding the Master Servicer (as hereinafter defined) has been obtained from the Master Servicer but is not guaranteed as to accuracy or completeness by the Authority or the Underwriters. 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 will, under any circumstances, create any implication that there has been no change in the affairs of the Authority, DTC or the Master Servicer since the date hereof. This Official Statement does not constitute a contract between the Authority or the Underwriters and any one or more of the purchasers or registered owners of the Series 2026B Bonds.

All summaries herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Series 2026B Bonds are qualified in their entirety by reference to the form thereof included in the Series 2026B Indenture and the provisions with respect thereto included in the aforesaid documents and agreements.

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 RESPONSIBILITY 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.

BY ITS PURCHASE OF THE SERIES 2026B BONDS, AN INVESTOR IS ACKNOWLEDGING THAT IT HAS REVIEWED ALL THE INFORMATION IT DEEMS NECESSARY TO MAKE AN INFORMED DECISION, AND THAT IT IS NOT RELYING ON ANY REPRESENTATION OF THE UNDERWRITERS OR ANY OF ITS OFFICERS, REPRESENTATIVES, AGENTS OR DIRECTORS IN REACHING ITS DECISION TO PURCHASE THE SERIES 2026B BONDS.

THE INVESTOR, BY ITS PURCHASE OF THE SERIES 2026B BONDS, ACKNOWLEDGES ITS CONSENT FOR THE UNDERWRITERS TO RELY UPON THE INVESTOR'S UNDERSTANDING OF AND AGREEMENT TO THE PRECEDING PARAGRAPH AS SUCH RELATES TO THE DISCLOSURE AND FAIR DEALING OBLIGATIONS THAT MAY BE APPLICABLE TO THE UNDERWRITERS UNDER APPLICABLE SECURITIES LAWS AND REGULATIONS.

THIS OFFICIAL STATEMENT CONTAINS STATEMENTS RELATING TO THE RECEIPT OF FUTURE REVENUES THAT ARE "FORWARD-LOOKING STATEMENTS" AS DEFINED IN THE PRIVATE SECURITIES LITIGATION REFORM ACT OF 1995. WHEN USED IN THIS OFFICIAL STATEMENT, THE WORDS "ESTIMATE," "INTEND," "EXPECT," AND SIMILAR EXPRESSIONS ARE INTENDED TO IDENTIFY FORWARD-LOOKING STATEMENTS. SUCH STATEMENTS ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE CONTEMPLATED IN SUCH FORWARD-LOOKING STATEMENTS. READERS ARE CAUTIONED NOT TO PLACE UNDUE RELIANCE ON THESE FORWARD-LOOKING STATEMENTS, WHICH SPEAK ONLY AS OF THE DATE HEREOF. THE AUTHORITY HAS NO DUTY, OBLIGATION OR EXPECTATION TO UPDATE ANY OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT.

THE SERIES 2026B BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION. THE REGISTRATION, QUALIFICATION OR EXEMPTION OF THE SERIES 2026B BONDS IN ACCORDANCE WITH THE APPLICABLE SECURITIES LAW PROVISIONS OF THE JURISDICTIONS IN WHICH THE SECURITIES HAVE BEEN REGISTERED, QUALIFIED OR EXEMPTED SHOULD NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE JURISDICTIONS NOR ANY OF THEIR AGENCIES HAVE GUARANTEED OR PASSED UPON THE SAFETY OF THE SERIES 2026B BONDS AS AN INVESTMENT, UPON THE PROBABILITY OF ANY EARNINGS THEREON OR UPON THE ACCURACY OR ADEQUACY OF THIS OFFICIAL STATEMENT.

REFERENCES TO WEBSITE ADDRESSES PRESENTED HEREIN ARE FOR INFORMATIONAL PURPOSES ONLY AND MAY BE IN THE FORM OF A HYPERLINK SOLELY FOR THE READER'S CONVENIENCE. UNLESS SPECIFIED OTHERWISE, SUCH WEBSITES AND THE INFORMATION OR LINKS CONTAINED THEREIN ARE NOT INCORPORATED INTO, AND ARE NOT PART OF, THIS PRELIMINARY OFFICIAL STATEMENT FOR PURPOSES OF, AND AS THAT TERM IS DEFINED IN, SECURITIES AND EXCHANGE COMMISSION RULE 15c2-12.

THE PRELIMINARY OFFICIAL STATEMENT IS BEING PROVIDED TO PROSPECTIVE PURCHASERS IN ELECTRONIC FORMAT ON THE FOLLOWING WEBSITE: WWW.MUNIOS.COM. THE FINAL OFFICIAL STATEMENT WILL BE PROVIDED TO PROSPECTIVE PURCHASERS EITHER IN BOUND FORM (*"**ORIGINAL BOUND FORMAT**"*) OR ELECTRONIC FORMAT ON THE SAME WEBSITE. THE FINAL OFFICIAL STATEMENT MAY BE RELIED UPON ONLY IF IT IS IN ITS ORIGINAL BOUND FORMAT OR AS PRINTED IN ITS ENTIRETY FROM SUCH WEBSITE.

THIS PRELIMINARY OFFICIAL STATEMENT HAS BEEN DEEMED FINAL BY THE AUTHORITY AS OF ITS DATE WITHIN THE MEANING OF RULE 15c2-12 UNDER THE SECURITIES EXCHANGE ACT OF 1934, AS AMENDED, EXCEPT FOR THE OMISSIONS OF THE OFFERING PRICE(S), INTEREST RATE(S), SELLING COMPENSATION, AGGREGATE PRINCIPAL AMOUNT, PRINCIPAL AMOUNT PER MATURITY, DELIVERY DATE(S), RATING(S) AND OTHER TERMS OF THE SERIES 2026B BONDS DEPENDING ON SUCH MATTERS, ALL OF WHICH ARE PERMITTED OMISSIONS UNDER RULE 15c2-12.

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OFFICIAL STATEMENT

$50,000,000*
CAPITAL AREA FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE REVENUE BONDS
SERIES 2026B (NON-AMT)

INTRODUCTION

The purpose of this Preliminary Official Statement, which includes the cover page and the Appendices hereto, is to set forth certain information in connection with the issuance, sale and delivery by the Capital Area Finance Authority (the *"**Authority**"*) of its $50,000,000* Capital Area Finance Authority Single Family Mortgage Revenue Bonds, Series 2026B (Non-AMT) (the *"**Series 2026B Bonds**"*). The Authority is a local public trust and public corporation created, organized, and existing in the State of Louisiana (the "***State***") pursuant to the provisions of the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive (the *"**Act**"*) with the Parish of East Baton Rouge, State of Louisiana, as its beneficiary.

The Series 2026B Bonds are being issued pursuant to a General Indenture of Trust, dated as of September 1, 2026 (the *"**General Indenture**"*), as supplemented and amended by the Series 2026B Indenture, dated as of September 1, 2026* (the *"**Series 2026B Indenture**"*), each by and between the Authority and Regions Bank, as trustee (the *"**Trustee**"*), acting through its corporate trust office maintained in Baton Rouge, Louisiana. The General Indenture and the Series 2026B Indenture are referred to herein as the *"**Indenture**."* The Series 2026B Bonds are being issued on September 29, 2026* (the *"**Date of Delivery**"*). See **APPENDIX B-1 and APPENDIX B-2** for the form of the General Indenture and the proposed form of the Series 2026B Indenture, respectively.

Terms used in this Preliminary Official Statement (including the Appendices), unless otherwise defined herein, shall have the meanings ascribed to such terms in **APPENDIX A** hereto.

The Series 2026B Bonds are the first Series of Bonds issued under the General Indenture. Upon satisfaction of the conditions set forth in the General Indenture, additional Bonds (*"**Additional Bonds**"*) may be issued on a parity basis with the Series 2026B Bonds. The Series 2026B Bonds and all Additional Bonds are herein referred to as the *"**Bonds**."*

The Indenture authorizes the issuance of Bonds to provide the Authority with funds to finance and refinance single family mortgage loans (*"**Qualified Mortgage Loans**"*), secured by first mortgage liens on single family residences located in the State that meet the requirements set forth in the General Indenture and the related Series Indentures and in other program documents. The Authority also may issue Bonds to provide funds to purchase mortgage-backed securities guaranteed as to payment of principal and interest by the Government National Mortgage Association (*"**Ginnie Mae**"*), Fannie Mae (formerly known as the Federal National Mortgage Association), the Federal Home Loan Mortgage Corporation (*"**FHLMC**"* or *"**Freddie Mac**"*), or any other agency or instrumentality of or chartered by the United States to which the powers of any of them have been transferred or which have similar powers to purchase or guarantee timely payment of certificates or securities, which are backed by or representing Qualified Mortgage Loans (collectively, the *"**Guaranteed Mortgage Securities**"*). See "**SUMMARY OF GUARANTEED MORTGAGE SECURITY PROGRAMS, MORTGAGE LOAN PROGRAMS AND PROPERTY INSURANCE REQUIREMENTS FOR MORTGAGE LOANS**" in **APPENDIX F** hereto.

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* Preliminary, subject to change.

Qualified Mortgage Loans financed under the Authority's Single Family Mortgage Revenue Bond Program (the *"**Program**"*) with proceeds of the Series 2026B Bonds will be originated by participating mortgage lenders (the *"**Mortgage Lenders**"*) and serviced by U.S. Bank National Association ("***U.S. Bank***") and Land Home Financial Services, Inc. ("***Land Home***" and, together with U.S. Bank, the "***Master Servicer***" or the "***Master Servicers***"). Mortgage Lenders will sell originated Qualified Mortgage Loans to the Master Servicer, which will then pool such Qualified Mortgage Loans and either issue Guaranteed Mortgage Securities backed by such Qualified Mortgage Loans (in the case of Guaranteed Mortgage Securities guaranteed by Ginnie Mae) or cause such Guaranteed Mortgage Securities to be issued (in the case of Guaranteed Mortgage Securities issued by Fannie Mae and/or Freddie Mac). The Master Servicer will then sell the Guaranteed Mortgage Securities to the Trustee. See "**THE PROGRAM**" herein.

The Authority will use the proceeds of the Series 2026B Bonds to finance (i) Qualified Mortgage Loans (including any participations therein, the *"**Series 2026B Mortgage Loans**"*) through the purchase of Guaranteed Mortgage Securities (including any participations therein, the *"**Series 2026B Guaranteed Mortgage Securities**"*) backed by Series 2026B Mortgage Loans, and (ii) together with other available funds of the Authority, to finance second mortgage loans (each a *"**DPA Second Mortgage Loan**"*), to provide down payment and closing cost assistance to persons or families of low or moderate income (the "***Qualified Borrowers***") to finance the purchase of single family residences in the parishes of Ascension, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge and West Feliciana, State of Louisiana (collectively, the "***Parishes***," or the "***Capital Area***"), or in such other parishes executing a cooperative endeavor agreement with the Authority (collectively, the "***Participating Jurisdictions***"), intended for use as the permanent place of residence of the Qualified Borrowers. See **APPENDIX H – LIST OF PARTICIPATING JURISDICTIONS** herein.

Such Series 2026B Mortgage Loans are expected to have a fixed interest rate, an initial term of 30 years and be made in conjunction with a DPA Second Mortgage Loan equal to 4% of the first mortgage loan. The DPA Second Mortgage Loans will be non-amortizing 60 month second mortgage loans with a fixed interest rate of 0% and subject to forgiveness each month commencing in the 37th month in an amount equal to $1/24^{th}$ of the original principal amount of the DPA Second Mortgage Loan for every full month thereafter that the single-family residence remains as the eligible borrower's principal residence.

To facilitate the Program, the Authority maintains a "pipeline" of reservations for Qualified Mortgage Loans and DPA Second Mortgage Loans expected to be financed with the proceeds of the Series 2026B Bonds and other available funds of the Authority. As of August 7, 2026, such pipeline includes reservations for approximately $4,319,495 in aggregate principal amount of Qualified Mortgage Loans made to first-time homebuyers with a weighted average coupon of approximately 6.65% and approximately $172,779 in aggregate principal amount of DPA Second Mortgage Loans which loans are expected to be financed with proceeds of the Authority's 2026B Bonds, and other available funds of the Authority. All or a portion of the reservations for such Qualified Mortgage Loans and Second Mortgage Loans may not be made for various reasons. See "**CERTAIN ASSUMPTIONS AND RISK FACTORS—Risk Factors**" herein.

The Series 2026B Bonds will be secured on a parity basis with any additional Bonds (as hereinafter defined) subsequently issued under the General Indenture by a pledge of and security interest in Bond proceeds, Guaranteed Mortgage Securities, Mortgage Loans and Investments (as each are defined in the Indenture) purchased therefrom and other revenues and assets and income held in and receivable by certain Funds and Accounts (as defined in the Indenture) established under the Indenture. See "**THE SERIES 2026B BONDS**," "**SECURITY FOR THE SERIES 2026B BONDS**," "**THE PROGRAM**."

THE SERIES 2026B BONDS, THE REDEMPTION PREMIUM, IF ANY, AND THE INTEREST THEREON ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE EXCLUSIVELY FROM THE TRUST ESTATE. SEE "THE AUTHORITY" AND "SECURITY FOR THE SERIES 2026B BONDS" HEREIN.

The information set forth on the cover pages and in the Appendices hereto is part of this Official Statement. Brief descriptions of the Authority, the Series 2026B Bonds, the security for the Series 2026B Bonds, the Program, the Indenture, the Ginnie Mae Securities, the Fannie Mae Securities, and the Freddie Mac Securities (each as described herein) and the Authority's continuing disclosure undertaking are included in this Official Statement. The summaries herein do not purport to be complete and are qualified in their entireties by reference to such documents, agreements and programs as may be referred to herein, and the summaries herein describing the Series 2026B Bonds are further qualified in their entireties by reference to the forms of the Series 2026B Bonds included in the Indenture and the provisions with respect thereto included in the aforesaid documents, copies of which are available from the Authority or the Trustee.

THE AUTHORITY

General

The Authority (formerly known as the East Baton Rouge Mortgage Finance Authority) was created and established in 1974 pursuant to the Act, and by the Authority's Trust Indenture dated August 14, 1974 (the "***Authority's Indenture***"), as a public trust authority with the Parish of East Baton Rouge, State of Louisiana ("***East Baton Rouge Parish***") as its beneficiary and is a duly constituted public corporation. The original purposes for which the Authority was created were, among others, to: (i) provide a means of financing the cost of residential home ownership, development and rehabilitation that will provide adequate housing for residents of East Baton Rouge Parish who are persons of low and moderate income; (ii) expand the supply of funds in East Baton Rouge Parish available for mortgage loans; (iii) assist the residents of East Baton Rouge Parish in obtaining mortgage financing, attempting thereby to promote the welfare of East Baton Rouge Parish residents and to stimulate home ownership, development, rehabilitation and the economy of East Baton Rouge Parish; (iv) provide additional housing for persons of low and moderate income to remedy the shortage of adequate housing for such persons in the East Baton Rouge Parish; and (v) reduce the number of substandard dwellings in East Baton Rouge Parish. East Baton Rouge Parish accepted the beneficial interest in the trust created by the Authority's Indenture by Ordinance No. 4327, adopted by the Metropolitan Council of the City of Baton Rouge and the East Baton Rouge Parish of East Baton Rouge, as governing authority of East Baton Rouge Parish (the "***Metropolitan Council***") on August 14, 1974. The Authority's Indenture, as amended from time to time, was amended and restated pursuant to the Amended and Restated Capital Area Finance Authority Trust Indenture dated October 16, 2014 (the "***Amended and Restated Trust Indenture***"). The Amended and Restated Trust Indenture was approved by the Metropolitan Council on October 26, 2011, and by the Louisiana State Bond Commission on September 18, 2014, all in accordance with the requirements of the Act.

In addition to changing the name of the East Baton Rouge Mortgage Finance Authority to the Capital Area Finance Authority, the Amended and Restated Trust Indenture provides that the Authority will continue to provide the services described in (i) through (v) in the preceding paragraph, and further provides for the expansion of the purposes for which the Authority was originally created and established to include all authorized public functions or purposes permitted by the Act, including, but not limited to, industrial, manufacturing and other economic facilities and activities, community development and redevelopment facilities and activities, and educational services and facilities and related housing and dormitory services and facilities. In addition, the service area of the Authority has been expanded to include the Parishes of Ascension, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge and West Feliciana.

Since its first bond issue in 1979 (including as East Baton Rouge Mortgage Finance Authority) and including this current issuance, the Authority has issued approximately $1.40 billion in mortgage revenue bonds. In recent years, the Authority has operated various lending programs to offer first mortgage loans and closing costs and down payment assistance to eligible borrowers through non-mortgage revenue bond financings and single-family mortgage revenue issuances. Since 2015, the Authority has originated approximately 2,929 loans which total $658.18 million of first mortgage loan principal.

Board of Trustees

The powers of the Authority are vested in a Board of Trustees whose members are residents of East Baton Rouge Parish. All successor trustees will be nominated by the Mayor-President of East Baton Rouge Parish and must be approved by a majority of the Metropolitan Council of East Baton Rouge Parish. Information concerning the present trustees is set forth below:

Trustee	Principal Occupation	Term Expires
Jay Gaudet, *Chairperson*	Owner, GoDay Realty	July 1, 2027
Sharon Perez, *Vice Chair*	Retired	July 1, 2028
Lauren Wilson, *Secretary/Treasurer*	Founder and Principal Autology, LLC	July 1, 2028
Blaine Grimes	Financial Education Consultant	July 1, 2028
Anthony Gambino, Jr.	Attorney	July 1, 2027
Shelton “Dennis” Blunt	Attorney	July 1, 2028
Patrick Goldsmith	Principal, Cornerstone Government Affairs	July 1, 2028
Domoine D. Rutledge	Vice President - Governmental & Strategic Relationships, Westwood Professional Services	July 1, 2027
Valarie T. Schexnayder	Attorney	July 1, 2028

In addition, the Parish Attorney and the Director of Finance for East Baton Rouge Parish are non-voting ex-officio members of the Board of Trustees of the Authority.

Management and Staff

The Authority’s principal staff members associated with the Program (as hereinafter defined) include:

Name/Position	Summary of Experience
Vickie Theriot Interim President/CEO	Interim President/CEO since July, 2026. Ms. Theriot served as the Executive Vice President of the Authority from January 2015 to July 2026. Prior to taking this position with the Authority, she previously served from June 1979 to January 2015 as Executive Vice President of FCSI, the Authority’s Program Administrator. Ms. Theriot has a Bachelor’s degree from the University of Louisiana at Lafayette.
Kristin Delahoussaye, Director of Homeownership Programs	Program Manager since February 2018. Prior to holding this position with the Authority, she was the Development Director at the American Heart & Stroke Association. Mrs. Delahoussaye holds a Bachelor’s degree from Southeastern Louisiana University.

Financial Statements

The Annual Financial Report of the Authority as of December 31, 2025, may be found at the EMMA website, the address for which is:

https://emma.msrb.org/P22052777-P21561831-P22021311.pdf

THE COMBINED FINANCIAL STATEMENTS OF THE AUTHORITY ARE BEING MADE AVAILABLE FOR INFORMATIONAL PURPOSES ONLY.

Regarding the Program (and other single family-related activities undertaken by the Authority as described below), the Authority does not originate, pool, or service mortgage loans of any type, have any expertise in such functions, or employ any staff to carry out those functions. **As described herein, the Authority has contracted with unrelated third parties with respect to the operation of the Program, including but not limited to the origination of Mortgage Loans and the pooling and servicing of the Mortgage Loans**. To assist with the conduct of the Program, among other things: (a) the Mortgage Lenders participating in the Program have each entered into a Mortgage Origination Agreement with the Authority (collectively, and including any addenda thereto, the *"**Mortgage Origination Agreements**"*), pursuant to which the Mortgage Lenders agree to originate Mortgage Loans and sell such Mortgage Loans to the Master Servicer; (b) the Master Servicer and the Authority have entered into a Servicing Agreement pursuant to which the Master Servicer agrees to purchase the Mortgage Loans from the Mortgage Lenders, service the Mortgage Loans, pool the Mortgage Loans into Guaranteed Mortgage Securities, and sell the Guaranteed Mortgage Securities to the Trustee; and (c) the Trustee has agreed to purchase the Guaranteed Mortgage Securities from the Master Servicer and to pay debt service on the Series 2026B Bonds on behalf of the Authority, all as described in the Indenture, including but not limited to the collection of Guaranteed Mortgage Securities Revenues and Investment revenues and the application thereof to the payment of the Series 2026B Bonds in accordance with the provisions of the Indenture.

THE SERIES 2026B BONDS SHALL NOT CONSTITUTE OR CREATE AN OBLIGATION, EITHER GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION, OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER. EXCEPT AS PROVIDED BELOW, THE SERIES 2026B BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE AUTHORITY SECURED BY AND PAYABLE SOLELY FROM THE INCOME, REVENUES AND FUNDS PLEDGED AND A SECURITY INTEREST GRANTED THEREFOR PURSUANT TO THE GENERAL INDENTURE. THE AUTHORITY HAS NO TAXING POWER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF HAS BEEN PLEDGED TO THE PAYMENT OF THE SERIES 2026B BONDS. THE SERIES 2026B BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY AGENCY THEREOF OR OF FANNIE MAE, FREDDIE MAC AND/OR GNMA AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

NONE OF THE BOARD OF TRUSTEES, ANY EMPLOYEES OF THE AUTHORITY, NOR ANY OTHER PERSON EXECUTING THE SERIES 2026B BONDS OF THE AUTHORITY SHALL BE PERSONALLY LIABLE ON THE SERIES 2026B BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE, SALE, OR DELIVERY THEREOF WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.

THE SERIES 2026B BONDS

General

The Series 2026B Bonds are dated their Date of Delivery and bear interest at the rates and mature in the amounts and on the dates set forth on the inside front cover of this Official Statement. The Authority is issuing the Series 2026B Bonds as fully registered bonds which, when initially issued, will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (*"**DTC**"*), New York, New York. DTC is acting as securities depository for the Series 2026B Bonds. Purchases of Series 2026B Bonds are being made in book-entry form only and in denominations of $5,000 or integral multiples thereof (an *"**Authorized Denomination**"*) through brokers and dealers who are, or who act through, DTC participants. Beneficial owners of the Series 2026B Bonds will not receive physical delivery of bond certificates so long as DTC or a successor act as the securities depository with respect to the Series 2026B Bonds. See "**THE SERIES 2026B BONDS – Book-Entry System**" and **APPENDIX E "BOOK-ENTRY SYSTEM"** herein.

Payment Provisions

The Trustee shall pay interest semiannually on April 1 and October 1 of each year (each an *"**Interest Payment Date**"*), commencing April 1, 2027, until maturity or earlier redemption. Interest on the Series 2026B Bonds will be computed on the basis of a 360-day year of twelve 30-day months from their original issue date or the most recent Interest Payment Date, whichever is later. The Trustee shall pay interest to the owners of record in the bond registration books maintained by the Trustee at the close of business on the fifteenth (15^{th}) day (whether or not a business day) preceding each Interest Payment Date (the *"**Record Date**"*). The Trustee shall pay the principal of the Series 2026B Bonds at maturity or earlier date of redemption, together with all interest accrued to such date and any redemption premium, upon presentation and surrender of the Series 2026B Bonds at the Trustee's designated corporate trust office. If a payment of interest, principal or the redemption price of Series 2026B Bonds is to be made on a day that is not a Business Day, it will be made on the next succeeding Business Day with the same force and effect as if made on the date of payment, and no interest shall accrue thereon for the period after such date.

The foregoing procedures and methods for payment will apply if the provisions for global book-entry bonds as described below cease to be in effect and will apply to the holding and transfer of Series 2026B Bonds by DTC subject to certain modifications provided for in a Letter of Representations between the Authority and DTC. **SO LONG AS DTC OR ITS NOMINEE IS THE REGISTERED OWNER OF THE SERIES 2026B BONDS, PAYMENT OF THE PRINCIPAL OR THE REDEMPTION PRICE THEREOF AND THE INTEREST THEREON WILL BE MADE BY WIRE TRANSFER DIRECTLY TO DTC OR ITS NOMINEE**. See **APPENDIX E "BOOK-ENTRY SYSTEM"** hereto.

Registration and Transfer of the Series 2026B Bonds

The Trustee shall maintain at its designated trust office, books for the registration and transfer of the Series 2026B Bonds. Upon presentation thereof for such purpose, the Trustee shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as they or the Trustee may prescribe, any Series 2026B Bond entitled to registration or transfer. Each Series 2026B Bond will be transferable only upon the books of the Trustee, at the request of the registered owner thereof in person or by his or her attorney duly authorized in writing upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his or her duly authorized attorney. In the event of a transfer of any such Series 2026B Bond, the Trustee will issue in the name of the transferee a new registered Series 2026B Bond of the same aggregate principal amount and maturity as the surrendered Series 2026B Bond. The Series 2026B Bonds may be exchanged at the principal office of the Trustee for an equal aggregate principal amount of Series 2026B Bonds of the same maturity of other Authorized Denominations.

In each case in which Series 2026B Bonds are transferred or exchanged, the Authority will execute, and the Trustee will authenticate, as required, and deliver Series 2026B Bonds to the transferee or the Series 2026B Bondholder making the exchange. The Authority will not be obligated to make any such exchange or transfer of Series 2026B Bonds, in the case of any proposed redemption of Series 2026B Bonds, during the ten (10) days preceding the date of transmitting notice of such redemption.

The Authority and the Trustee may deem and treat the person in whose name any Outstanding Series 2026B Bond shall be registered upon the books of the Authority to be the absolute owner of such Series 2026B Bond, whether such Series 2026B Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal or premium, if any, and interest on such Series 2026B Bond and for all other purposes, and all such payments so made to any such registered owner or upon his or her written order or to his or her legal representative shall be valid and effectual to satisfy and discharge the liability upon such Series 2026B Bond to the extent of the sum or sums so paid, and none of the Authority or the Trustee shall be affected by any notice to the contrary.

Redemption Provisions*

Optional Redemption. The Series 2026B Bonds, other than the Series 2026B PAC Bonds, are subject to redemption at the option of the Authority, from any source, on any date on or after October 1, 2034*, in whole or in part, at a redemption price equal to 100% of their principal amount plus accrued interest, if any, to but not including the date of redemption.

With respect to the Series 2026B PAC Bonds, Redemption Price shall mean the Redemption Price specified below on the Redemption Dates specified below:

Redemption Date	Redemption Price
October 1, 2034 – March 31, 2035	
April 1, 2035 – September 30, 2035	
October 1, 2035 – March 31, 2036	
April 1, 2036 – September 30, 2036	
October 1, 2036 - December 31, 2036	
January 1, 2037 and thereafter	100.000%

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Scheduled Sinking Fund Redemptions

(i) The Series 2026B Term Bonds maturing October 1, 2041* (the *"**Series 2026B 2041 Term Bonds**"*) are subject to mandatory redemption in part, at par without premium, plus accrued interest, from funds required to be deposited in the Revenue Fund, on the dates and in principal amounts as follows:

Sinking Fund Payment Date*	Principal Amount*
4/1/2039	$445,000
10/1/2039	455,000
4/1/2040	470,000
10/1/2040	475,000
4/1/2041	490,000
10/1/2041[1]	500,000

[1] Final Maturity.

(ii) The Series 2026B Term Bonds maturing October 1, 2046* (the *"**Series 2026B 2046 Term Bonds**"*) are subject to mandatory redemption in part, at par without premium, plus accrued interest, from funds required to be deposited in the Revenue Fund, on the dates and in principal amounts as follows:

Sinking Fund Payment Date*	Principal Amount*
4/1/2042	$505,000
10/1/2042	515,000
4/1/2043	525,000
10/1/2043	540,000
4/1/2044	555,000
10/1/2044	570,000
4/1/2045	590,000
10/1/2045	600,000
4/1/2046	615,000
10/1/2046[1]	635,000

[1] Final Maturity.

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* Preliminary, subject to change.

(iii) The Series 2026B Term Bonds maturing October 1, 2051* (the ***"Series 2026B 2051 Term Bonds"***) are subject to mandatory redemption in part, at par without premium, plus accrued interest, from funds required to be deposited in the Revenue Fund, on the dates and in principal amounts as follows:

Sinking Fund Payment Date*	Principal Amount*
4/1/2047	$650,000
10/1/2047	665,000
4/1/2048	685,000
10/1/2048	700,000
4/1/2049	725,000
10/1/2049	740,000
4/1/2050	760,000
10/1/2050	760,000
4/1/2051	780,000
10/1/2051[1]	800,000

[1] Final Maturity.

(iv) The Series 2026B Term Bonds maturing October 1, 2056* (the ***"Series 2026B 2056 Term Bonds"***) are subject to mandatory redemption in part, at par without premium, plus accrued interest, from funds required to be deposited in the Revenue Fund, on the dates and in principal amounts as follows:

Sinking Fund Payment Date*	Principal Amount*
4/1/2052	$825,000
10/1/2052	845,000
4/1/2053	865,000
10/1/2053	890,000
4/1/2054	910,000
10/1/2054	930,000
4/1/2055	955,000
10/1/2055	980,000
4/1/2056	1,005,000
10/1/2056[1]	1,030,000

[1] Final Maturity.

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* Preliminary, subject to change.

(v) The Series 2026B Term Bonds maturing April 1, 2057* (the "***Series 2026B PAC Bonds***") are subject to mandatory redemption in part, at par without premium, plus accrued interest, from funds required to be deposited in the Revenue Fund, on the dates and in principal amounts as follows:

Sinking Fund Payment Date*	Principal Amount*	Sinking Fund Payment Date*	Principal Amount*
4/1/2028	$90,000	4/1/2043	$255,000
10/1/2028	95,000	10/1/2043	265,000
4/1/2029	95,000	4/1/2044	275,000
10/1/2029	100,000	10/1/2044	285,000
4/1/2030	105,000	4/1/2045	290,000
10/1/2030	105,000	10/1/2045	305,000
4/1/2031	110,000	4/1/2046	315,000
10/1/2031	115,000	10/1/2046	325,000
4/1/2032	120,000	4/1/2047	335,000
10/1/2032	125,000	10/1/2047	350,000
4/1/2033	125,000	4/1/2048	360,000
10/1/2033	130,000	10/1/2048	375,000
4/1/2034	135,000	4/1/2049	385,000
10/1/2034	140,000	10/1/2049	400,000
4/1/2035	145,000	4/1/2050	415,000
10/1/2035	150,000	10/1/2050	430,000
4/1/2036	155,000	4/1/2051	445,000
10/1/2036	160,000	10/1/2051	460,000
4/1/2037	170,000	4/1/2052	475,000
10/1/2037	175,000	10/1/2052	490,000
4/1/2038	180,000	4/1/2053	510,000
10/1/2038	185,000	10/1/2053	525,000
4/1/2039	195,000	4/1/2054	545,000
10/1/2039	200,000	10/1/2054	565,000
4/1/2040	205,000	4/1/2055	585,000
10/1/2040	215,000	10/1/2055	605,000
4/1/2041	220,000	4/1/2056	625,000
10/1/2041	230,000	10/1/2056	650,000
4/1/2042	235,000	4/1/2057[1]	500,000
10/1/2042	245,000		

[1] Final Maturity.

Redemption from Series 2026B Unexpended Proceeds. The Series 2026B Bonds are subject to special redemption, in whole or in part, (i) on February 1, 2027*, from funds on deposit in the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount, to the extent that the funds on deposit in the Mortgage Loan Account exceed $25,216,000* and the funds on deposit in the DPA Second Mortgage Loan Subaccount exceed $1,000,000* on January 20, 2027*; and (ii) on August 1, 2027*, from funds on deposit in the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount that have not been applied to the purchase of Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans on or before July 20, 2027*. The foregoing special redemption dates and the periods for the purchase of Guaranteed Mortgage Securities may be extended pursuant to the Indenture, if investment proceeds and/or additional deposits to the Mortgage Loan Account and the

* Preliminary, subject to change.

DPA Second Mortgage Loan Subaccount provide for later redemption dates that permit a redemption of the Series 2026B Bonds at a redemption price equal to 100% (or the initial offering price, if greater or less than 100%) of the principal amount of the Series 2026B Bonds to be redeemed on such later redemption date, plus accrued interest; provided, however, that if the moneys remaining on deposit in the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount, in the aggregate, are less than $250,000, such moneys shall be deemed Excess Revenues and shall be transferred to the Revenue Account and applied to the redemption of the Series 2026B Bonds.

The Code currently requires that Series 2026B Unexpended Proceeds allocable to the Series 2026B Bonds, if any, must be applied to redeem the Series 2026B Bonds within 42 months of the date of issuance of the Series 2026B Bonds. Series 2026B Unexpended Proceeds are required to be applied to the redemption of the Series 2026B Bonds no later than March 1, 2029*.

Special Redemption from Prepayments and Excess Revenues. The Series 2026B Bonds are subject to special redemption at the option of the Authority, in whole or in part, on the first calendar day of any month, commencing April 1, 2027, at the principal amount so called for redemption plus accrued interest thereon, without premium, from moneys on deposit in the Revenue Account that are not required to make Debt Service Payments or pay Program Expenses on the Series 2026B Bonds, after giving effect to (i) any Debt Service Payments and Program Expenses due on the redemption date or (ii) if no Debt Service Payments or Program Expenses are due on such date, the pro rata portion of the next scheduled maturity amount or Sinking Fund Installment amount and Interest Payment on the Series 2026B Bonds and the pro rata portion of the next scheduled Program Expenses, to the extent such moneys remaining are in excess of $25,000.

Redemption of the Series 2026B PAC Bonds. The Series 2026B PAC Bonds are subject to mandatory redemption from, and to the extent received, Directed Series 2026B Principal Payments and Excess Revenues. *"**Directed Series 2026B Principal Payments**"* means, with respect to any redemption date, repayments and Prepayments from Series 2026B Mortgage Loans and DPA Second Mortgage Loans, less the sum of (i) principal amount of any Series 2026B Bonds scheduled to mature or subject to sinking fund redemption on such redemption date (or, if no such Series 2026B Bonds are scheduled to mature or are subject to sinking fund redemption on such redemption date, a pro rata portion of the next subsequent scheduled maturity amount or Sinking Fund Installment amount of such Series 2026B Bonds), and (ii) the Restricted Principal Receipts used to redeem Series 2026B Bonds. The Series 2026B PAC Bonds shall be redeemed monthly as set forth in APPENDIX G - TABLE OF OUTSTANDING SERIES 2026B BOND AMOUNTS, at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date to the extent that, after giving effect to such redemption, the aggregate principal amount of the Series 2026B PAC Bonds outstanding on such redemption date is not less than the related Applicable Amount of such Series 2026B PAC Bonds as set forth in APPENDIX G - TABLE OF OUTSTANDING SERIES 2026B BOND AMOUNTS (the *"**Series 2026B PAC Bonds Applicable Amount**"*) for any Bond Payment Date. If the Directed Series 2026B Principal Payments and Excess Revenues are insufficient in any monthly period to redeem the Series 2026B PAC Bonds in the amount described above, the Series 2026B PAC Bonds will continue to be redeemable in future monthly periods from Directed Series 2026B Principal Payments and Excess Revenues received in such future monthly period in the same manner as described above. If there are excess Directed Series 2026B Principal Payments and Excess Revenues with respect to any monthly period, such excess may be applied to any authorized purpose under the Indenture, including the redemption of other Bonds as described under " – *Special Redemption from Prepayments and Excess Revenues*" or the Series 2026B PAC Bonds if necessary under the Code.

As a general matter, the Authority uses Principal Payments and Excess Revenues to pay or redeem Bonds of the related Series. The Authority's redemption practices may vary depending on, among other things, the redemption provisions of the applicable Series Indenture and certain federal tax requirements.

In the event Series 2026B Bonds are to be redeemed in part (other than through Sinking Fund Installments), such redemptions shall be applied as follows:

FIRST, redeem the Series 2026B PAC Bonds until the principal amount of the Series 2026B PAC Bonds Outstanding is equal to the Series 2026B PAC Bonds Applicable Amount as of such redemption date (as set forth in Exhibit G attached hereto);

SECOND, after applying the amounts as described in clause FIRST above, and until the outstanding principal amount of all Series 2026B Bonds has been reduced to the applicable 450% PSA Bond Outstanding Amount for all Series 2026B Bonds, any remaining amounts may be applied to redeem all Series 2026B Bonds, except the Series 2026B PAC Bonds, on a pro rata basis; or may be applied to any authorized purpose under the Indenture.

THIRD, after applying the amounts as described in clauses FIRST and SECOND above, any remaining amounts may be applied to redeem all Series 2026B Bonds (including the Series 2026B PAC Bonds), on a pro rata basis; or may be applied to any authorized purpose under the Indenture.

Prepayments of and Excess Revenues from Mortgage Loans, other than the Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities, may be applied to the redemption of the Series 2026B PAC Bonds, but only to the extent that such redemptions do not cause the outstanding balance of the Series 2026B PAC Bonds to be less than the Series 2026B PAC Bonds Applicable Amount in Exhibit G attached hereto.

If the Series 2026B PAC Bonds are redeemed from Series 2026B Unexpended Proceeds, the Series 2026B PAC Bonds Applicable Amount set forth for each semiannual period will be reduced on a proportionate basis unless otherwise directed by the Authority (provided that such direction shall not impact the weighted average life of the Series 2026B PAC Bonds).

The weighted average life of a security refers to the average length of time that will elapse from the date of issuance of such security to the date each installment of principal is paid to the investor weighted by the amount of such installment. The weighted average lives of the Series 2026B PAC Bonds will be influenced by, among other factors, the rate at which all amounts received by the Authority or the Trustee representing the recovery of all or a portion of the principal amount of Mortgage Loans, including regularly scheduled principal payments and prepayments (***"Principal Receipts"***) are received by the Authority with respect to such Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities. Payments of mortgage loans are commonly projected in accordance with a prepayment standard or model. The results of the model used in this Official Statement have been calculated using the Securities Industry and Financial Markets Association (***"SIFMA"***) (formerly the Public Securities Association (***"PSA"***)) standard prepayment model (the ***"PSA Prepayment Benchmark"***) which is based on an assumed rate of prepayment each month of the then unpaid principal balance of the mortgage loans. The PSA Prepayment Benchmark assumes an increasingly larger percentage of the mortgage loans prepaying each month for the *first* thirty (30) months of the respective lives and then assumes a constant prepayment rate of the unpaid principal balance for the remaining life of the mortgage loans. "**100% PSA**" assumes prepayment rates of 0.2% of mortgage loans and an additional 0.2% per year in each month thereafter (for example, 0.4% per year in the second month) until the thirtieth month. Beginning in the thirtieth month and in each month thereafter during the life of the pool of mortgage loans, 100% PSA assumes a constant prepayment rate of 6% per year. Multiples will be calculated from this prepayment rate standard, e.g. "**200% PSA**" assumes prepayment rates will be 0.4% per year in month one, 0.8% per year in month two, reaching 12% per year in month 30 and remaining constant at 12% per year thereafter. "**0% PSA**" assumes no prepayments of principal of a pool of mortgage loans will occur for the life of the pool of mortgage loans.

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

The following table assumes, among other assumptions (some or all of which are unlikely to reflect actual experience), that:

(a) Approximately $50,000,000* Series 2026B Guaranteed Mortgage Securities are expected to be purchased by July 15, 2027* with a weighted average origination date of approximately March 1, 2027, a weighted average coupon of 6.50%* and a weighted average pass-through rate of 6.00%*;

(b) approximately 100% of the Series 2026B Guaranteed Mortgage Securities will be Ginnie Mae Securities;

(c) the Series 2026B Mortgage Loans will have an original term of 30 years and will be payable in approximately equal monthly installments of principal and interest over 360 months;

(d) all Series 2026B Mortgage Loans are prepaid at the indicated percentage of the PSA Prepayment Benchmark;

(e) all Principal Receipts of the Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities are timely received;

(f) Prepayments on the Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities will be used to redeem Series 2026B Bonds as described in "**THE SERIES 2026B BONDS — Redemption Provisions —** ***Special Redemption from Prepayments and Excess Revenues***" above, and the Authority does not direct the Trustee to apply such amounts to other purposes as may be permitted by the Indenture;

(g) moneys on deposit in the Revenue Fund related to any other Series of Bonds will not be applied to redeem Series 2026B Bonds or purchase Mortgage Loans related to the Series 2026B Bonds;

(h) Principal Receipts of and Excess Revenues from the Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities will not be applied to redeem other Series of Bonds or purchase Mortgage Loans related to such other Series; and

(i) no Investment revenues from any other Series of Bonds will be used to redeem Series 2026B Bonds.

The computation of the weighted average lives of the Series 2026B PAC Bonds under each of the scenarios presented in the Series 2026B PAC Bonds Average Lives Table is based on one of two sets of indicated assumptions about the exercise of the Optional Redemption provision pursuant to the Series 2026B Indenture:

(a) In the case of scenarios labeled "Optional Call Not Exercised," it is assumed that the Authority will not exercise its right to optionally redeem the Series 2026B PAC Bonds.

(b) In the case of scenarios labeled "Optional Call Exercised," it is assumed that the Authority will exercise its right optionally to redeem all then-eligible Series 2026B PAC Bonds on October 1, 2034*.

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* Preliminary, subject to change.

Based on such assumptions, the following table indicates the projected weighted average lives of the Series 2026B PAC Bonds:

Projected Weighted Average Lives (in years) of the Series 2026B PAC Bonds*

% of PSA Prepayment Benchmark	Optional Call Not Exercised	Optional Call Exercised
0%	17.4	7.5
25	10.7	6.8
50	7.2	6.1
75	5.6	5.3
100	5.6	5.3
200	5.6	5.3
300	5.6	5.3
400	5.6	5.3
450	5.6	5.3
500	4.4	4.2
600	3.8	3.8
700	3.5	3.5

The PSA Prepayment Benchmark does not purport to be a prediction of the anticipated rate of Prepayments of the Series 2026B Mortgage Loans, and there is no assurance that the Prepayments of the Series 2026B Mortgage Loans will conform to any of the assumed prepayment rates. See "**CERTAIN ASSUMPTIONS AND RISK FACTORS**" herein for a discussion of certain factors that may affect the rate of Prepayments of the Series 2026B Mortgage Loans. Bondholders owning less than all of the Series 2026B PAC Bonds may experience redemptions at a rate that varies from the projected weighted average lives shown in the Series 2026B PAC Bonds Projected Weighted Average Lives Table. **The Authority makes no representation as to the percentage of the principal balance of the Series 2026B Mortgage Loans that will be paid as of any date or as to the overall rate of prepayment**.

"Ten-Year Rule" Redemptions. The "***10-Year Rule***" (Section 143(a)(2)(A)(iv) of the Code), as it is commonly called, generally requires that repayments and Prepayments of principal on Mortgage Loans must be used to redeem the Series of tax-exempt Bonds that financed such Mortgage Loans to the extent such repayments and Prepayments are received more than 10 years after such Series was issued as a tax-exempt bond. Such repayments and Prepayments, when received, are referred to herein as "***Restricted Principal Receipts***." The 10-Year Rule generally limits the Authority's ability to cross-call Bonds from Restricted Principal Receipts. From time to time, there have been efforts to repeal the 10-Year Rule. Any repeal of the 10-Year Rule during the period the Series 2026B Bonds remain Outstanding may increase the risk that the Series 2026B Bonds would be cross-called or that Revenues associated with the Series 2026B Bonds might be used to cross-call other Bonds.

To comply with the 10-Year Rule, with respect to the Mortgage Loans and the Guaranteed Mortgage Securities (or portions thereof) expected to be acquired with moneys made available upon the issuance of the Series 2026B Bonds, the following cumulative percentage of scheduled principal payments and Prepayments on such Mortgage Loans and Guaranteed Mortgage Securities (or portions thereof) received on or after the following dates

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* Preliminary, subject to change.

is required to be applied no later than the close of the first semiannual period beginning after the date of receipt to the retirement of the Series 2026B Bonds through payment thereof at maturity or redemption:

Start Date	End Date	Percent
September 29, 2026*	September 28, 2036*	0.00%
September 29, 2036*	Final Maturity	100.00%

The Authority may redeem the Series 2026B Bonds in amounts greater than such percentages from available amounts in the Funds and Accounts of the Indenture under the circumstances more fully described above. All "Ten-Year Rule" redemptions from Restricted Principal Receipts with respect to the Mortgage Loans and Guaranteed Mortgage Securities (or portions thereof) financed with moneys made available upon the issuance of the Series 2026B Bonds shall be applied by the Authority to redeem Series 2026B Bonds as directed by the Authority.

Partial Redemption. If less than all of the Series 2026B Bonds are to be redeemed at any time, the Authority shall direct the maturities and principal amounts thereof to be redeemed. If less than all of the Series 2026B Bonds of any maturity are to be redeemed at any time, whether by the application of Scheduled Sinking Fund Redemptions or otherwise, the Trustee shall select the Series 2026B Bonds of such maturity to be redeemed by lot to each Authorized Denomination, or such method of selection as it shall deem proper in its discretion; provided, however, that so long as all Series 2026B Bonds are registered in the name of DTC or its designee, or other permitted securities depository, the Series 2026B Bonds to be redeemed shall be selected in accordance with the operational arrangements of the securities depository as agreed to by the Authority.

Purchase in Lieu of Redemption. The Series 2026B Bonds may be purchased in lieu of redemption as set forth in the Officer's Certificate delivered to the Trustee, at a purchase price not exceeding the redemption price applicable on the next date when Series 2026B Bonds are redeemable (provided that such purchase price may exceed the applicable redemption price unless the amount of such excess shall be paid from moneys not pledged under the General Indenture, or moneys which could otherwise be released to the Authority pursuant to the General Indenture).

Notice of Redemption. The Trustee will transmit notice of redemption to the registered owners of the Series 2026B Bonds to be redeemed not less than twenty (20) days prior to the redemption date (or such shorter period as may be acceptable to the securities depository (if applicable) or the then-registered owner). Such notice shall specify the redemption date, the redemption price, the place and manner of payment and that from the redemption date interest will cease to accrue on the Series 2026B Bonds which are the subject of such notice and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation or industry standard.

Book-Entry System

General. The Series 2026B Bonds will be issued in book-entry form in Authorized Denominations. DTC will act as securities depository for the Series 2026B Bonds. The ownership of one fully registered Series 2026B Bond for each maturity, as set forth on the inside cover of this Official Statement, each in the aggregate principal amount of such maturity, will be registered in the name of Cede & Co., as the nominee for DTC. So long as Cede & Co. is the registered owner of the Series 2026B Bonds, reference herein to the registered owners of the Series 2026B Bonds shall mean Cede & Co., as aforesaid, and shall not mean the Beneficial Owners of the Series 2026B Bonds. All rights of ownership must be exercised through DTC, and all notices that are to be given to registered owners by the Authority or the Trustee will be given only to DTC. Ownership interests in the Series 2026B Bonds

* Preliminary, subject to change.

will be available to purchasers only through the book-entry system maintained by DTC (the *"**Book-Entry System**"*). A description of DTC, the Book-Entry System and definitions of initially capitalized terms used under this heading are found in **APPENDIX E**.

Beneficial Owner Receipt of Payments from DTC. Beneficial Owners of the Series 2026B Bonds may experience some delay in their receipt of distributions of the principal or redemption price of and interest on the Series 2026B Bonds because such distributions will be transmitted by the Trustee to DTC, credited by DTC to the accounts of its Direct Participants, which will thereafter credit them to the accounts of the Beneficial Owners either directly or indirectly through Indirect Participants. No assurance can be given by the Authority or the Trustee that DTC will distribute to the Participants, or that the Participants will distribute to the Beneficial Owners, (1) payment of debt service on the Series 2026B Bonds paid to DTC, or its nominee, as the registered owner, or (2) any redemption or other notices, or that DTC or the Participants will serve and act on a timely basis or in the manner described in this Official Statement.

Because transactions in the Series 2026B Bonds can be effected only through DTC, DTC Participants and certain banks, the ability of a Beneficial Owner to pledge a Series 2026B Bond to persons or entities that do not participate in the Book-Entry System, or otherwise to take actions in respect of such Series 2026B Bonds may be limited due to the lack of physical certificates. Beneficial Owners will not be recognized by the Trustee as registered owners for purposes of the Indenture, and Beneficial Owners will be permitted to exercise the rights of registered owners only indirectly through DTC and its DTC Participants. For the rights of Beneficial Owners with respect to the Authority's continuing disclosure obligation, see "**CONTINUING DISCLOSURE**" and **APPENDIX D** "**PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE**".

Notice of any proposed modification or amendment of the Indenture by means of a supplemental indenture or indentures that are to be effective with the consent of the registered owners of the Series 2026B Bonds as well as all notices of redemption will be transmitted to DTC, as the registered owner of the Series 2026B Bonds then outstanding.

CUSIP Numbers. It is anticipated that CUSIP identification numbers will be printed on the Series 2026B Bonds, but neither the failure to print such numbers on any Series 2026B Bonds, nor any error in the printing of such numbers shall constitute cause for a failure or refusal by the purchaser thereof to accept delivery of and payment for any Series 2026B Bonds.

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SOURCES AND USES OF FUNDS AND PLAN OF FINANCE *

The following table shows the estimated sources and uses of funds at delivery of the Series 2026B Bonds.

Sources of Funds	**Amount**
Series 2026B Bond Principal Amount	
Series 2026B Bond Premium	
Authority Contribution	
Total	
Uses of Funds	
Series 2026B Mortgage Loan Account	
Series 2026B Revenue Account	
Capitalized Interest Account of the Special Program Fund(1)	
Underwriters' Fees and Expenses	
Costs of Issuance	
Total	

(1) See "APPENDIX B-2 – Proposed Form of the Series 2026B Indenture – Establishment and Funding of Accounts – Capitalized Interest Account of the Special Program Fund" herein for a description of such account.

The Authority expects to use moneys deposited into the Series 2026B Mortgage Loan Account to purchase approximately $0.00* of Series 2026B Guaranteed Mortgage Securities on or about the Date of Delivery of the Series 2026B Bonds and to purchase approximately $50,000,000* of Series 2026B Guaranteed Mortgage Securities on or before July 15, 2027*. Such Series 2026B Guaranteed Mortgage Securities are expected to have a weighted average term of 360 months, a weighted average coupon of approximately 6.50%* and a weighted average pass-through rate of approximately 6.00%*. The Authority also expects to use amounts in the Series 2026B DPA Second Mortgage Loan Subaccount to provide approximately $2,000,000* of down payment and closing cost assistance in the form of the DPA Second Mortgage Loans in connection with the Series 2026B Mortgage Loans.

The Authority expects to use moneys deposited into the Revenue Account to assist the Program.

SECURITY FOR THE SERIES 2026B BONDS

Limited Obligations

THE SERIES 2026B BONDS SHALL NOT CONSTITUTE OR CREATE AN OBLIGATION, EITHER GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION, OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER. EXCEPT AS PROVIDED BELOW, THE SERIES 2026B BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE AUTHORITY SECURED BY AND PAYABLE SOLELY FROM THE INCOME, REVENUES AND FUNDS PLEDGED AND A SECURITY INTEREST GRANTED THEREFOR PURSUANT TO THE GENERAL INDENTURE. THE AUTHORITY HAS NO TAXING POWER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF HAS BEEN PLEDGED TO THE PAYMENT OF THE SERIES 2026B BONDS. THE SERIES 2026B BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY AGENCY

* Preliminary, subject to change.

THEREOF OR OF FANNIE MAE, FREDDIE MAC AND/OR GNMA AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

NONE OF THE BOARD OF TRUSTEES, ANY EMPLOYEES OF THE AUTHORITY, NOR ANY OTHER PERSON EXECUTING THE SERIES 2026B BONDS OF THE AUTHORITY SHALL BE PERSONALLY LIABLE ON THE SERIES 2026B BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE, SALE, OR DELIVERY THEREOF WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.

General

The Series 2026B Bonds are secured by a pledge of and security interest in (1) all proceeds from the sale of any Bonds (other than proceeds pledged to the redemption of any prior series of Bonds) and Investments financed or refinanced with such proceeds, (2) all Qualified Mortgage Loans, (3) all Revenues and (4) all other assets and income held in and receivable by Funds and Accounts established by or pursuant to the General Indenture and the related Series Indentures, including the Series 2026B Indenture (collectively, the *"**Trust Estate**"*). The pledge and security interest are subject to the power of the Authority to direct the release of amounts free and clear of such pledge and security interest after satisfying the then current requirements for all Funds and Accounts and certain other conditions set forth in the General Indenture and the related Series Indentures.

The ability of the Authority to pay debt service on the Series 2026B Bonds depends upon the receipt of sufficient Revenues under the Program, primarily principal and interest on Guaranteed Mortgage Securities and Mortgage Loans, and the earnings from the investment or reinvestment of moneys held in Funds and Accounts under the General Indenture and the related Series Indentures.

No Reserve Fund Deposit

The General Indenture establishes a Reserve Fund and authorizes a deposit thereto if required in connection with the issuance of any series of Bonds. No deposit to the Reserve Fund is required in connection with the issuance of the Series 2026B Bonds and, as such, no deposit will be made to the Reserve Fund in connection with the issuance of the Series 2026B Bonds. The Authority does not require establishment of a Reserve Requirement with respect to the Series 2026B Bonds, and no subaccount shall be established with the Reserve Fund in connection with the Series 2026B Bonds.

Guaranteed Mortgage Securities and Qualified Mortgage Loans

General. The Authority expects to use amounts deposited in the Series 2026B Mortgage Loan Account exclusively to purchase Guaranteed Mortgage Securities which are backed by Series 2026B Mortgage Loans. The Authority does not expect to directly purchase any Mortgage Loans, but all Mortgage Loans backing Guaranteed Mortgage Securities so purchased must meet the requirements for Qualified Mortgage Loans.

Security Requirements for Qualified Mortgage Loans. Each Qualified Mortgage Loan must be secured by a first mortgage lien (subject to certain permitted encumbrances) on single family, owner-occupied residential housing which consists of not more than four dwelling units, one of which must be occupied by the mortgagor (including condominium housing), and must be covered by a title insurance policy insuring that the Qualified Mortgage Loan is a valid first lien on the residential property, subject to certain permitted encumbrances. Each residential property on which a Qualified Mortgage Loan is made must be covered by a fire and an extended coverage insurance policy meeting the coverage requirements of the Federal Housing Administration (*"**FHA**"*), the Veterans Administration (*"**VA**"*), the Rural Housing and Community Development Service (*"**RD**"*), Fannie Mae or Freddie Mac, as applicable.

Mortgage Insurance Requirements. At the time of acquisition, each Qualified Mortgage Loan purchased with amounts deposited in the related Mortgage Loan Account must (1) have an unpaid principal balance not exceeding 80% of the Fair Market Value of the mortgaged Home, (2) be insured or guaranteed by (a) FHA, VA, RD or any other agency of the United States having similar powers to insure or guarantee mortgage loans, or (b) a Private Mortgage Insurer (*"**PMI**"*) approved by Fannie Mae or Freddie Mac, (3) have an unpaid principal balance not exceeding the applicable limits imposed by FHA, VA, RD, the PMI Insurer, Fannie Mae or Freddie Mac, as applicable, or (4) have an equivalent insurance policy, guaranty, letter of credit or other security. The Authority may vary from certain requirements otherwise set forth in the General Indenture relating to Qualified Mortgage Loans to the extent required by the United States or any agency or instrumentality thereof guaranteeing or insuring the Mortgage Loans, including guaranteeing Guaranteed Mortgage Securities. Subject to the limitations set forth in the General Indenture, the Authority may modify the Program determinations to finance Mortgage Loans not meeting such initial determinations so long as financing such loans does not adversely affect the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority.

Guaranteed Mortgage Securities. The Authority anticipates that proceeds of the Series 2026B Bonds, together with other amounts, if any, initially deposited in the Series 2026B Mortgage Loan Account will be made available to hold and carry, acquire, purchase and finance Guaranteed Mortgage Securities issued by Fannie Mae (*"**Fannie Mae Securities**"*), Guaranteed Mortgage Securities guaranteed by Ginnie Mae (*"**Ginnie Mae Securities**"*) and Guaranteed Mortgage Securities issued by Freddie Mac (*"**Freddie Mac Securities**"*). At the time of acquisition by the Authority (or the Trustee), the Guaranteed Mortgage Securities backed by Qualified Mortgage Loans must have been issued by or guaranteed as to payment of principal and interest by Ginnie Mae, Fannie Mae, Freddie Mac or other agency or instrumentality of or chartered by the United States which has similar powers (or such other entity designated and approved by the Authority as will not adversely affect the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority). Information concerning mortgage insurance and guaranty programs, the Fannie Mae Securities, the Ginnie Mae Securities and the Freddie Mac Securities, and federal legislation terminating mortgage insurance coverage in certain cases, is contained in **APPENDIX F "SUMMARY OF GUARANTEED MORTGAGE SECURITY PROGRAMS, MORTGAGE LOAN PROGRAMS AND PROPERTY INSURANCE REQUIREMENTS FOR MORTGAGE LOANS"** hereto. Subject to the limitations set forth in the General Indenture, the Authority may modify the Program determinations to finance Guaranteed Mortgage Securities not meeting such initial determinations so long as financing such securities does not adversely affect the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority.

On June 3, 2019, Fannie Mae and Freddie Mac (each, an *"**Enterprise**"* and, together, the *"**Enterprises**"*) began issuing new, common, single mortgage-backed securities, formally known as Uniform Mortgage-Backed Securities (*"**UMBS**"*). The UMBS issued by the Enterprises finance the same types of fixed-rate mortgages that back Fannie Mae Securities and Freddie Mac Securities and are guaranteed by either Fannie Mae or Freddie Mac depending upon which Enterprise issues the UMBS. Each UMBS is backed by fixed-rate mortgage loans purchased entirely by one of the Enterprises; thus, there is no comingling of collateral. The UMBS have characteristics similar to Fannie Mae Securities, and Freddie Mac has modified its security structure to more closely align with Fannie Mae Securities. The Enterprises may be required to consult with each other to ensure specific Enterprise programs or policies do not cause or have potential to cause cash flows to investors of mortgage-backed securities to misalign. Proceeds of the Series 2026B Bonds are expected to be used to purchase Series 2026B Guaranteed Mortgage Securities which may include UMBS issued by Fannie Mae or Freddie Mac. For purposes of this Official Statement and Series 2026B Indenture, the term "Guaranteed Mortgage Securities" includes UMBS.

Valuation of Assets

As of each Interest Payment Date and as of the date of issuance of any Series of Bonds, the Authority is required to compute the value of certain assets in accordance with the terms of the General Indenture. The computation of asset value is for certain purposes under the General Indenture, including issuance of a Series of Bonds and the release of amounts free and clear of the pledge of the General Indenture, and is not indicative of the market value of such assets. Asset value is subject to fluctuation as a result of prepayments, foreclosures, purchases of additional Mortgage Loans and Guaranteed Mortgage Securities, issuance of additional Series of Bonds and the release and expenditure of funds. On the delivery date of the Series 2026B Bonds, the asset value is expected to be approximately $52,432,000* and the aggregate principal amount of the Outstanding Bonds is expected to be $50,000,000*. The amount of asset value in excess of 102% of the Outstanding Parity Bonds is available to the Authority, subject to certain other conditions (including satisfaction of the Cash Flow Test hereinafter described), for any purpose under the Act, including other Programs of the Authority. The Authority has no present intention to release any assets from the lien of the Indenture.

The value of the assets pledged under the General Indenture is computed as follows:

(1) For a Mortgage Loan (including any Guaranteed Mortgage Security), the unpaid principal amount thereof;

(2) Cash and Investments held in a Mortgage Loan Account for the first two years after the issuance of the Series 2026B Bonds funding that Account, at the par amount thereof; and

(3) For other Investments and deposits: (a) the principal amount or amortized cost of an Investment, whichever is lower, if it matures more than twenty-four (24) months after the date of computation or is held subject to a repurchase agreement, and (b) the principal amount of a deposit or of an Investment that matures within twenty-four (24) months after the date of computation and is not held subject to a repurchase agreement, provided further that (c) accrued interest shall be excluded from each such computation.

Investments

The Authority is permitted to invest funds on deposit in the Indenture in Investments as described in **APPENDIX B-1** "**FORM OF THE GENERAL INDENTURE**" hereto. Investments may include other investments with different characteristics which an Authorized Representative deems to be in the interest of the Authority, as reflected in an Officer's Certificate or in a Supplemental Indenture or a Series Indenture, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority.

Moneys deposited in the Accounts established with respect to the Series 2026B Bonds will be invested in Investments. An investment agreement qualifying as an Investment may be delivered, from time to time, in connection with the Series 2026B Bonds or any other Series of Bonds. Such investment agreements and any related guarantees are herein referred to as the *"**Investment Agreements**."* In each case, the Investment Agreements must be consistent with, and permit a continuation of, the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority.

In the event of a failure to receive timely payment on any Investment, including any Investment Agreement, the ability of the Authority to pay principal of and interest on the Series 2026B Bonds could be adversely affected.

Additional Bonds

The General Indenture permits the issuance of Additional Bonds without limitation as to amount (except as may be limited by law) to provide funds for the purposes of making or purchasing Qualified Mortgage Loans and

* Preliminary, subject to change.

Guaranteed Mortgage Securities and refunding Outstanding Bonds issued under the General Indenture, but only upon satisfying certain conditions set forth in the General Indenture, including the Parity Test and the Cash Flow Test. The Series 2026B Bonds, any Outstanding Bonds and any Additional Bonds issued under the General Indenture on parity will be entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the General Indenture.

The Authority has also reserved the right to issue other obligations not secured by the pledge and lien of the General Indenture.

The Authority is permitted under the General Indenture to issue bonds that are secured on a subordinate basis to the Series 2026B Bonds (*"**Subordinated Bonds**"*). No Subordinated Bonds will be issued in connection with the Series 2026B Bonds.

THE PROGRAM

General

The Authority has established the Program pursuant to the Act to finance the purchase of Guaranteed Mortgage Securities backed by Qualified Mortgage Loans made to Qualified Borrowers who purchase eligible owner-occupied single family residential properties located in the Capital Area or the Participating Jurisdictions. The Program is designed for eligible borrowers whose Mortgage Loans comply with the various requirements of Section 143 of the Code, some of which are described under "**TAX MATTERS**" below; however, not all Mortgage Loans must be financed with tax-exempt bonds. Proceeds from each Series of Bonds will be deposited to a related Mortgage Loan Account established under the Indenture and used to purchase Guaranteed Mortgage Securities backed by Qualified Mortgage Loans from the Master Servicer. Certain proceeds will be available to finance Qualified Mortgage Loans subject to certain federal and State mandated set-asides. Moneys in the Mortgage Loan Account also may be used to reimburse the Mortgage Lenders for any DPA Second Mortgage Loans provided in connection with the Qualified Mortgage Loans.

Participation in the Program is available to qualified Mortgage Lenders on a first-come, first-served basis. Mortgage Lenders have agreed to originate and sell Mortgage Loans to the Master Servicer pursuant to the terms and conditions of the Mortgage Origination Agreements. The Master Servicer will service all the Qualified Mortgage Loans under the terms of the Servicing Agreement.

The Master Servicer will deliver the documents evidencing the Qualified Mortgage Loans to a custodian for Ginnie Mae and will issue Ginnie Mae Securities guaranteed by Ginnie Mae which are backed by such Qualified Mortgage Loans. The Master Servicer will sell Qualified Mortgage Loans to Fannie Mae in accordance with the Fannie Mae purchase agreement, and Fannie Mae will issue Fannie Mae Securities backed by such Qualified Mortgage Loans. The Master Servicer will sell Qualified Mortgage Loans to Freddie Mac in accordance with the Freddie Mac purchase agreement, and Freddie Mac will issue Freddie Mac Securities backed by such Qualified Mortgage Loans. See **APPENDIX F "SUMMARY OF GUARANTEED MORTGAGE SECURITY PROGRAMS, MORTGAGE LOAN PROGRAMS AND PROPERTY INSURANCE REQUIREMENTS FOR MORTGAGE LOANS"** hereto.

The Authority may modify the Program, including the manner of providing down payment assistance, and may develop new first mortgage loan and down payment assistance programs as part of its homeownership lending programs.

Determinations as to Series 2026B Mortgage Loans

The Authority has made the following initial determinations, subject to change, with respect to Series 2026B Mortgage Loans to be originated under the Program:

The expected interest rate or rates, purchase price or prices and maturity date or dates of the Series 2026B Mortgage Loans expected to be financed in connection with the issuance and delivery of the Series 2026B Bonds shall be as set forth in the Series 2026B Indenture, and the maximum amount by which the yield actually provided by such Series 2026B Mortgage Loans in the aggregate may exceed the yield on the issue of the Series 2026B Bonds shall be as set forth in the Series 2026B Indenture.

All moneys deposited to the credit of the Series 2026B Mortgage Loan Account shall be used to purchase (i) Guaranteed Mortgage Securities issued by or guaranteed by (A) GNMA which represent undivided beneficial ownership interests in Series 2026B Mortgage Loans having FHA Insurance, a VA Guaranty or an RD Guaranty or (B) Fannie Mae or Freddie Mac with respect to conventional Mortgage Loans and (ii) DPA Second Mortgage Loans. Such moneys shall be used to purchase Series 2026B Guaranteed Mortgage Securities which are consistent with the requirements of (1) the Authority as set forth in the Program Documents, (2) the Act, and (3) the Code relating to the tax-exempt status for federal income tax purposes of interest on the Series 2026B Bonds. The Authority reasonably expects to purchase Series 2026B Guaranteed Mortgage Securities in the amounts and at the prices set forth in the Series 2026B Indenture from Participating Lenders with the amounts credited to the Series 2026B Mortgage Loan Account and has authorized the execution and delivery of the Program Documents with the prospective Participating Lenders relating to the above.

The Authority has determined that there will be no setting aside or reservation of amounts in the Series 2026B Mortgage Loan Account for the purpose of purchasing additional Mortgage Loans or Guaranteed Mortgage Securities from Participating Lenders except as provided in the Series 2026B Indenture.

Subject to certain set-aside amounts established by the Authority under the Series 2026B Indenture, the amounts deposited in the Series 2026B Mortgage Loan Account shall be available on a "first come, first served" basis for qualifying borrowers applying through Mortgage Lenders participating in the Program. Said amounts shall be available and used to purchase Guaranteed Mortgage Securities as described in the Series 2026B Indenture, respectively, and as follows:

(i) As described in the Series 2026B Indenture, amounts deposited in the Series 2026B Mortgage Loan Account shall be available for the purchase of Guaranteed Mortgage Securities backed by Qualified Mortgage Loans and DPA Second Mortgage Loans and as described in the Series 2026B Indenture. Each Guaranteed Mortgage Security backed by Qualified Mortgage Loans shall be purchased at the applicable purchase prices set forth in the Series 2026B Indenture from the Series 2026B Mortgage Loan Account.

(ii) The Authority reserves the right, in connection with attempting to achieve full utilization of Series 2026B Bond proceeds on deposit in the Series 2026B Mortgage Loan Account to purchase Guaranteed Mortgage Securities backed by Qualified Mortgage Loans and DPA Second Mortgage Loans, to make any adjustments to interest rates thereon as may be necessary to maintain the competitiveness of the interest rates on the Mortgage Loans with interest rates generally available in the conventional mortgage market. The Authority covenants to make any adjustments to interest rates on the Series 2026B Mortgage Loans and/or the DPA Second Mortgage Loans as may be necessary to meet yield compliance requirements of the Code.

(iii) The Authority covenants to make any adjustments to interest rates on the Series 2026B Mortgage Loans and/or the DPA Second Mortgage Loans as may be necessary to meet yield compliance requirements of the Code that will not adversely affect the validity and enforceability of the Series 2026B Bonds.

(iv) The Authority has covenanted to reserve $10,000,000* Series 2026B Bonds for the purpose of originating Series 2026B Mortgage Loans which finance "targeted area residences" (as defined in the Code) until September 29, 2027* (representing a period of one year subsequent to the Date of Delivery of the Series 2026B Bonds); provided, however, that the Authority may provide for the origination of Series 2026B Mortgage Loans with respect to targeted area residences in such other manner which, in the opinion of Bond Counsel, will not adversely affect the exclusion of interest on the Series 2026B Bonds from gross income for federal income tax purposes.

Mortgage Origination Agreement

General. Each Mortgage Lender participating in the Program is required to enter into a Mortgage Origination Agreement between the Authority and the Mortgage Lender. Mortgage Loans are originated by the Mortgage Lenders under the Mortgage Origination Agreement.

Covenants of Mortgage Lender. Pursuant to the Mortgage Origination Agreement, each Mortgage Lender makes various covenants, including the following:

(1) if a Mortgage Lender originates Conventional Mortgage Loans, the Mortgage Lender shall be a Fannie Mae or Freddie Mac approved seller/servicer and agrees to comply with all rules, regulations, and requirements applicable to it by reason thereof;

(2) if a Mortgage Lender originates FHA Mortgage Loans, the Mortgage Lender shall be an FHA-approved Direct Endorsement Mortgagee and agrees to comply with all rules, regulations, and requirements applicable to it by reason thereof;

(3) if a Mortgage Lender originates VA Mortgage Loans, the Mortgage Lender shall be a "Supervised Mortgage Lender" as classified by the VA under the Serviceman's Readjustment Act, is authorized to provide "Automatic" endorsement for VA guaranty and agrees to comply with all rules, regulations, and requirements applicable to it by reason thereof; and

(4) if a Mortgage Lender originates RD Mortgage Loans, the Mortgage Lender shall be an Eligible Lender under the RD Section 502 Single Family Rural Housing Loan Program and agrees to comply with all rules, regulations and requirements applicable to it by reason thereof.

Provisions Relating to Origination of Mortgage Loans. In connection with the origination of Mortgage Loans, pursuant to the Mortgage Origination Agreement each Mortgage Lender makes certain representations, warranties and covenants concerning the Mortgage Loans and the process of originating the Mortgage Loans. Such covenants include, among others, covenants relating to requirements regarding: (1) Mortgage Loan eligibility; (2) Mortgage Loan underwriting; (3) prior ownership interests of the borrower in a principal residence (except in the case of certain veterans or persons applying to finance a residence in a federally-designated targeted areas, has not had an ownership interest in a principal residence at any time within the 3 years immediately preceding the date on which the Mortgage Loan is originated; (4) occupancy of the residence as the borrower's primary residence; and (5) borrower income limitations, acquisition cost limitations and related representations, which are intended to be applicable to requirements for maintaining the tax-exempt status of interest on the Series 2026B Bonds. Pursuant to the Mortgage Origination Agreement, the Mortgage Lender further agrees to make certain compliance reviews and verifications to ensure that eligibility requirements are met. The Authority and the Mortgage Lender agree to act in accordance with the Mortgage Origination Agreement for the purpose of reviewing and examining all affidavits, certificates, tax returns and other information submitted pursuant to and in accordance with the Mortgage Origination Agreement in order to determine compliance of the Mortgage Loan, the Mortgagor and the residence

* Preliminary, subject to change.

with all requirements of the Act and Section 143 of the Code; and the Authority and the Mortgage Lender covenant to take all steps necessary or appropriate to ensure that the Mortgage Loans, the residences financed thereby and the Mortgagors meet all of the requirements of the Mortgage Origination Agreement before the Mortgage Loans are executed or assumed and to correct as provided therein any failure to meet such requirements as soon as possible after discovery of such failure. The Mortgage Lender is required to deliver to the Authority the documents required by the Mortgage Origination Agreement with respect to each Mortgage Loan originated by the Mortgage Lender. Based on such documents, the Authority is required to verify that the Mortgage Loans, the Mortgagor and the residences meet the requirements of the Mortgage Origination Agreement.

Reservations and Limitations

In compliance with the Code, until at least one year after the issuance of the Series 2026B Bonds, an amount equal to at least 20% of the lendable proceeds of the Series 2026B Bonds must be made available to originate Mortgage Loans for residences in federally-designated targeted areas.

The Master Servicer

General. The Authority has engaged U.S. Bank and Land Home to serve collectively as the Master Servicer and to purchase, pool, securitize and service Qualified Mortgage Loans originated by each Mortgage Lender participating in the Program pursuant to the applicable Mortgage Origination Agreement and to securitize such Mortgage Loans into Guaranteed Mortgage Securities. The Master Servicers have each entered into substantially similar Servicing Agreements (collectively, the *"**Servicing Agreement**"*) with the Authority to perform these functions. The Master Servicer is required, among other things, to be an approved seller and servicer of Fannie Mae Securities and Freddie Mac Securities and an approved Authority of Ginnie Mae Securities.

Servicing Agreement Covenants. Pursuant to the Servicing Agreement, the Master Servicer makes various covenants paralleling those required of a Mortgage Lender as heretofore described and also makes the following covenants:

(1) the Master Servicer meets and will continue to meet the requirements of all applicable laws and regulations so as to be able to service FHA/VA/RD Mortgage Loans and Conventional Mortgage Loans under the Servicing Agreement;

(2) the Master Servicer will use its best efforts to remain, throughout the term of the Servicing Agreement, a Ginnie Mae-approved issuer-servicer if servicing Ginnie Mae Securities and a Fannie Mae-approved seller-servicer if servicing Fannie Mae Securities;

(3) the Master Servicer will comply with certain servicing standards as set forth in the Servicing Agreement;

(4) the Master Servicer will maintain a policy covering errors and omissions of its employees and a fidelity bond covering its participation in the Program and shall keep their books, records and accounts relating to the Program;

(5) with respect to all Mortgage Loans covered by the Servicing Agreement, the Master Servicer agrees to service such Mortgage Loans in accordance with the Servicing Agreement and the Certificate Provider Guide, if applicable, and will cause monthly principal and interest payments under the Guaranteed Mortgage Securities to be paid to the Trustee in accordance with such Certificate Provider Guide; and

(6) the Master Servicer warrants that they will at all times during the Delivery Term obtain and reserve for the benefit of the Trustee issuance authority for Guaranteed Mortgage Securities in an

amount at least equal to the aggregate principal amount of Mortgage Loans purchased from Lenders originating such Mortgage Loans.

Involuntary Termination of the Master Servicer. The Servicing Agreement provides various circumstances which permit the Authority or the Trustee to terminate the Servicing Agreement with respect to the Master Servicer and sets forth various other remedies to the extent specified therein, provided that, prior to such termination, the Authority and the Trustee shall have received the written approval of the Guaranteed Mortgage Securities providers (to the extent required by the providers' guides) to terminate the rights and obligations of the Master Servicer under the Servicing Agreement. The Servicing Agreement provides that, as soon as practicable, but in no event later than ninety (90) days after the time the Master Servicer receives notice of termination pursuant to the Servicing Agreement, the Trustee or other successor Servicer shall succeed to all rights, duties and obligations of the Master Servicer under the Servicing Agreement, including the servicing of the Mortgage Loans.

Origination and Sales of Guaranteed Mortgage Securities. The Servicing Agreement contains various provisions relating to the origination and sale of Guaranteed Mortgage Securities to the Trustee. Subject to the terms and conditions of the Servicing Agreement, the Master Servicer agrees to use its best efforts during the origination period to purchase Mortgage Loans originated by Mortgage Lenders in accordance with the terms of the Servicing Agreement, to submit appropriate applications to the applicable Guaranteed Mortgage Securities provider and to pay all fees required by the provider in connection with the issuance of Guaranteed Mortgage Securities. The Master Servicer agrees to issue or cause the provider to issue Guaranteed Mortgage Securities backed by a mortgage pool in a minimum outstanding principal amount of $500,000, or such lesser amount as may be permitted or approved by the provider and to the extent permitted by the Program. Subject to the terms and conditions contained in the applicable Program Documents, the Master Servicer may, in its discretion, make the determination to provide for the issuance of Guaranteed Mortgage Securities at such time, in the judgment of the Master Servicer, as the amount of Mortgage Loans originated by the Mortgage Lenders is sufficient for the issuance of Guaranteed Mortgage Securities. The Servicing Agreement contains various other provisions relating to the purchase by the Master Servicers of Mortgage Loans from the Mortgage Lenders, provisions relating to the warehousing of such mortgage loans and otherwise relating to the issuance of Guaranteed Mortgage Securities by a provider.

Financial Information. THE FOLLOWING INFORMATION ABOUT THE RESPECTIVE MASTER SERVICERS RELATES TO AND WAS SUPPLIED BY U.S. BANK AND LAND HOME. SUCH INFORMATION HAS NOT BEEN VERIFIED BY THE AUTHORITY, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL AND IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY BY AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE AUTHORITY, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL.

U.S. Bank

As of June 30, 2026, the U.S. Bank National Association ("***U.S. Bank***") serviced 1,285,366 single-family mortgage loans purchased through its U.S. Bank Home Mortgage Division, with an aggregate principal balance of approximately $206 billion. U.S. Bank currently services single-family mortgage loans for State and Local Housing Finance Authorities, mutual savings banks, life insurance companies, savings and loan associations, commercial banks, as well as Fannie Mae, GNMA and Freddie Mac.

As of June 30, 2026, according to its unaudited quarterly financial statements, U.S. Bancorp had total assets of approximately $725.9 billion and a net worth of $67.4 billion. For the six months ending June 30, 2026, U.S. Bank, through its U.S. Bank Home Mortgage Division, originated and purchased single-family mortgage loans in the total principal amount of approximately $22.1 billion.

U.S. Bank is (i) an FHA- and VA-approved lender in good standing, (ii) a GNMA-approved seller and servicer of mortgage loans and an issuer of mortgage-backed securities guaranteed by GNMA, (iii) a Fannie Mae approved seller and servicer of Fannie Mae Securities, and (iv) a FHLMC approved seller and servicer of FHLMC securities.

U.S. Bank is not liable for the payment of the principal of the Series 2026B Bonds or the interest or redemption premium, if any thereon.

The holding company for U.S. Bank National Association is U.S. Bancorp, the 5th largest financial services holding company in the United States.

Land Home

Established in 1988, Land Home operates as an independent mortgage banking firm which has built its core business around affordable housing. As of July 31, 2026, Land Home has serviced 35,131 single-family mortgage loans, with an aggregate principal balance of approximately $6.02 billion. Land Home services a variety of specialty affordable housing loan programs serviced for Fannie Mae, Freddie Mac, Ginnie Mae, State Housing Finance agencies, Government Entities, and Private Investors, as well as standard agency products. As of April 30, 2026, according to its unaudited quarterly financial statements, Land Home had total assets of approximately $206 million and a net worth of $49.4 million.

The Master Servicers are (i) FHA-approved and VA-approved lenders in good standing and (ii) GNMA-approved sellers and servicers of mortgage loans and issuers of mortgage-backed securities guaranteed by GNMA.

The Master Servicers are not liable for the payment of the principal of the Series 2026B Bonds or the interest or redemption premium, if any, thereon.

The Program Administrator

THE FOLLOWING INFORMATION ABOUT THE PROGRAM ADMINISTRATOR RELATES TO AND WAS SUPPLIED BY HOUSING AND DEVELOPMENT SERVICES, INC. D/B/A EHOUSINGPLUS (THE "***PROGRAM ADMINISTRATOR***"). SUCH INFORMATION HAS NOT BEEN VERIFIED BY THE AUTHORITY, THE UNDERWRITERS, THEIR RESPECTIVE COUNSEL OR BOND COUNSEL AND IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY BY AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF THE AUTHORITY, THE UNDERWRITERS, THEIR RESPECTIVE COUNSEL OR BOND COUNSEL.

The Program Administrator has the general responsibility for administering the Program. In this capacity, the Program Administrator will track the Mortgage Lender allocations and will not allow Mortgage Lenders to reserve funds under the Program if there are no available proceeds. In addition, the Program Administrator will track the origination of Qualified Mortgage Loans for residences in the Capital Area and Participating Jurisdictions to ensure compliance with the Program requirements and the Code, as applicable. The Program Administrator will use its internal system functions to set up the Authority's allocations, set up and update income limits, acquisition cost limits and new mortgage requirements; and track and monitor its funds, pipeline and Program constraints, where applicable.

The Program Administrator will create and publish to its website the program guidelines, which will detail a step-by-step explanation of the process that Mortgage Lenders will need to follow in order to successfully originate and deliver Qualified Mortgage Loans.

With respect to Qualified Mortgage Loans, the Program Administrator also will review information provided by the Mortgage Lenders including all documents and information pertaining to the eligibility of loans, including, without limitation, a review of information, certifications and other documents regarding (i) the First-Time Homebuyer requirement; (ii) residence requirement; (iii) income limits; (iv) acquisition cost limits; (v) targeted area requirement; (vi) information reporting requirement; and (vii) the recapture tax, all as required and defined in Section 143 of the Code. For further information regarding Housing and Development Services, Inc. and eHousingPlus, see also **"THE PROGRAM ADMINISTRATOR"** herein.

CERTAIN ASSUMPTIONS AND RISK FACTORS

Assumptions

The ability of the Authority to pay principal of, premium, if any, and interest on the Series 2026B Bonds depends upon receipt of sufficient and timely payments of principal of and interest on the Series 2026B Guaranteed Mortgage Securities and the investment or reinvestment of money held under the Indenture. While no assurance can be given that actual events will correspond to the assumptions described herein, it is anticipated, based upon the following assumptions, the assumptions set forth above under "**THE SERIES 2026B BONDS – Projected Weighted Average Lives (in years) of the Series 2026B PAC Bonds**", and certain other assumptions and the availability of amounts expected to be available pursuant to the Indenture, among others, that such sources will be sufficient to pay on a timely basis the principal and interest on the Series 2026B Bonds, as well as any related fees and expenses:

(a) Each Master Servicer shall receive a monthly servicing fee (to be deducted from payments on the Mortgage Loans) equal to 0.44%* in the case of Ginnie Mae Securities as a percentage of the principal amount of Series 2026B Mortgage Loans supporting and represented by the Series 2026B Guaranteed Mortgage Securities (or such other percentage as agreed to by the Authority).

(b) The Trustee shall purchase with proceeds of the Series 2026B Bonds, and available funds of the Authority, approximately $50,000,000* in principal amount of Ginnie Mae Securities bearing interest at a weighted average coupon of approximately 6.50%* per annum at a weighted average purchase price equal to approximately 100.864%* of the principal amount thereof.

(c) DPA Second Mortgage Loans will be made in conjunction with 100% of the Series 2026B Mortgage Loans originated under the Program, and such DPA Second Mortgage Loans will be non-amortizing 60 month second mortgage loans with a fixed interest rate of 0% and subject to forgiveness each month commencing in the 37th month in an amount equal to 1/24th of the original principal amount of the DPA Second Mortgage Loan for every full month thereafter that the single-family residence remains as the eligible borrower's principal residence. Such DPA Second Mortgage Loans will be financed with proceeds of the Series 2026B Bonds and other available moneys of the Authority.

(d) With respect to the Series 2026B Bonds, (i) the Authority's fee and (ii) the Trustee's fee shall not exceed:

> (i) 0.125%* per annum of the outstanding principal amount of Series 2026B Guaranteed Mortgage Securities, payable semi-annually on each April 1 and October 1, commencing on the second April 1 or October 1, as the case may be, following the last purchase of the Series 2026B Guaranteed Mortgage Securities; and
>
> (ii) $1,750* payable semi-annually, in advance, commencing April 1, 2027.

(e) The amounts held in the Funds and Accounts with respect to the Series 2026B Bonds are assumed to be invested in Investments. See "**CERTAIN ASSUMPTIONS AND RISK FACTORS—Risk Factors—*Investment Obligations***" herein.

The final maturity date of the Series 2026B Bonds is based upon the assumption that none of the Series 2026B Mortgage Loans will be prepaid. In the event of such prepayment of the Series 2026B Mortgage Loans, an appropriate portion of the Series 2026B Bonds will be specially redeemed as provided for in the Indenture and as

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* Preliminary, subject to change.

described above under the caption "**THE SERIES 2026B BONDS — Redemption Provisions —*Redemption of the Series 2026B PAC Bonds***" above. No reliable prediction may be made with regard to the level of Prepayments in full or other early terminations of Series 2026B Mortgage Loans and the resulting special mandatory redemption of the Series 2026B Bonds. This is particularly true in the case of the Series 2026B Mortgage Loans which are expected to be originated at a rate below current market rates for comparable mortgage loans, which must comply with the requirement that persons assuming a Mortgage Loan must meet the requirements of the Code, if applicable, and the Act and which may have an associated DPA Second Mortgage Loan. The Authority expects prepayment of a number of Series 2026B Mortgage Loans, and it is therefore probable that the Series 2026B Bonds will be redeemed prior to their stated maturities.

No assurance can be given that actual events will correspond to the assumptions.

Risk Factors

General. The purchase of the Series 2026B Bonds involves certain investment considerations and risks discussed throughout this Official Statement. Prospective purchasers of the Series 2026B Bonds should make a decision to purchase the Series 2026B Bonds only after reviewing the entire Official Statement and making an independent evaluation of the information contained and cited herein. Certain of those investment considerations and risks are summarized below. This summary is not intended to be definitive or exhaustive, and the order in which the following investment considerations and risks are presented is not intended to reflect their relative significance. Also see "**TAX MATTERS**" herein for a discussion of the conditions under which interest on the Series 2026B Bonds may not be exempt from federal income taxation.

***Special Considerations Relative to the Origination of Mortgage Loans*.** The dollar amount that FHA, VA and RD can insure or guarantee in any federal fiscal year is limited by statute and administrative procedures. If an appropriation act is not passed in any federal fiscal year or if FHA, VA or RD reach the limits of their authority, or change their respective programs, the Lenders might not be able to originate Mortgage Loans in the anticipated principal amount or with funds available in any Mortgage Loan Account. Through legislative action by the United States Congress, changes in regulations by HUD or executive action, the fees and standards for participation in FHA insurance programs may change. Pursuant to legislative or executive action, current federal housing programs, including home mortgage insurance and/or guarantees, may be substantially modified or eliminated. If such changes occur, the ability of the Authority to apply amounts on deposit in the Series 2026B Mortgage Loan Account to the purchase of Series 2026B Guaranteed Mortgage Securities or Series 2026B Mortgage Loans may be affected.

It is not possible to predict the effect of legislative, regulatory or executive action, if any, on the ability of the Authority to purchase Mortgage Loans or Guaranteed Mortgage Securities or to predict the determinations to be made by the Authority, in its discretion (consistent with maintaining the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority), with respect to purchasing Mortgage Loans and Guaranteed Mortgage Securities.

To facilitate the operation of the Program, from time to time, the Authority may use certain of its general operating funds to purchase Guaranteed Mortgage Securities in anticipation of the issuance of Bonds. The Authority is not obligated to use the proceeds of the Series 2026B Bonds or other Bonds in any particular order and, depending upon the respective mortgage loan interest rates, the Authority may elect, from time to time, to use proceeds of particular Series of Bonds to the exclusion of other Series of Bonds, including the Series 2026B Bonds. Additionally, the Authority may finance Mortgage Loans originated by Lenders pursuant to the Program through sources of funding other than the issuance of Bonds. Failure to originate Mortgage Loans in amounts contemplated in connection with the issuance of each Series of Bonds may result in redemption of such Series of Bonds, in whole or in part. See "**THE SERIES 2026B BONDS – Redemption Provisions – *Redemption from Series 2026B Unexpended Proceeds***" herein.

It is anticipated that a portion of the Mortgage Loans will be partially or completely prepaid or terminated prior to their respective final maturities as a result of events such as the sale of the related residence, default, condemnation or casualty loss or noncompliance with the Program Guidelines. Because of the inherent uncertainty of historical basis with respect to prepayments of mortgage loans of a type similar to the Mortgage Loans described herein, including such Mortgage Loans with a related DPA Second Mortgage Loan, and the requirements under both the Act and the Code, if applicable, that, in the event of an assignment, the Mortgage Loan is to be accelerated when an assignee does not qualify under their respective provisions, there is no reliable basis for predicting the actual average life of the Mortgage Loans. Prepayment of a number of Mortgage Loans, however, is anticipated.

Principal Receipts received by the Trustee with respect to the Series 2026B Guaranteed Mortgage Securities and the Series 2026B Mortgage Loans and from Excess Revenues to the extent not used to recycle or cross-call other Series of Bonds (as described under "— Prepayment and Redemption Considerations" below), shall be applied to the payment or redemption of the Series 2026B Bonds as described under "**THE SERIES 2026B BONDS—Redemption Provisions**" herein. It is therefore expected that some portion of the Series 2026B Bonds will be redeemed prior to their respective stated maturities.

Each Mortgage Lender's competition in making real estate loans in the State normally comes primarily from other savings banks, commercial banks and other mortgage bankers in the area. One of the principal factors in competing for real estate loans is the interest rate charged. Prevailing interest rates for residential mortgages in the State can increase or decrease at any time.

So long as any Series 2026B PAC Bonds are outstanding, the Series 2026B Indenture limits the recycling of Prepayments to finance additional Guaranteed Mortgage Securities and Mortgage Loans to amounts in excess of such Prepayments needed to redeem the Series 2026B PAC Bonds up to the Applicable Amount for the applicable Bond Payment Date. The Authority may (and currently intends to if permitted by law) issue additional bonds (which may or may not be issued pursuant to the General Indenture), which may finance mortgages at interest rates below the rates provided for the Series 2026B Mortgage Loans. Any Series 2026B Bond proceeds initially deposited in the Series 2026B Mortgage Loan Account which are not used to purchase Guaranteed Mortgage Securities (or otherwise finance Series 2026B Mortgage Loans) may be used to redeem an appropriate portion of the Series 2026B Bonds. See "**THE SERIES 2026B BONDS—Redemption Provisions**" herein.

In addition, the Authority may provide funds through other programs for the refinancing of Mortgage Loans purchased, acquired or financed with proceeds of the Series 2026B Bonds. If Mortgage Loans are so refinanced and paid in full, such payments would be treated as Prepayments on the Mortgage Loans, resulting in an early redemption of the Series 2026B Bonds. See "**THE SERIES 2026B BONDS—Redemption Provisions**" herein.

Prepayment and Redemption Considerations – Series 2026B Bonds. The Trustee will receive scheduled payments and prepayments of the principal of each of the Series 2026B Guaranteed Mortgage Securities. Prepayments consist of all principal payments in excess of the regularly scheduled principal payments on the Series 2026B Guaranteed Mortgage Securities, including, but not limited to, payments representing: (i) optional prepayments of Series 2026B Mortgage Loans, (ii) casualty insurance proceeds or condemnation awards applied to the prepayment of Series 2026B Mortgage Loans following a partial or total destruction or condemnation of a residence, (iii) mortgage insurance or guaranty proceeds or other amounts received with respect to Series 2026B Mortgage Loans following acceleration thereof upon the occurrence of an event of default thereunder, (iv) prepayments of the Series 2026B Mortgage Loans required pursuant to applicable rules, regulations, policies and procedures of FHA, RD, VA, Ginnie Mae or Fannie Mae, (v) prepayments of the Series 2026B Mortgage Loans without notice while under supervision of a trustee in bankruptcy, and (vi) prepayments of the Series 2026B Mortgage Loans in connection with the modification of such loans that results in the removal of Series 2026B Mortgage Loans from the pool of loans backing the related Series 2026B Guaranteed Mortgage Securities (see "***Developments in the Residential Mortgage Market May Adversely Affect Bond Yield***" below). Prepayments are usually the result of the resale of the premises securing a Series 2026B Mortgage Loan or the refinancing of a Series

2026B Mortgage Loan due to changes in mortgage interest rates. Therefore, economic and financial market conditions may have a significant effect on the rate of prepayments. The Authority is not aware of any means which would allow it to accurately predict the actual level of prepayments it will receive from the Series 2026B Guaranteed Mortgage Securities.

In accordance with the terms of the Indenture and pursuant to an Officer's Certificate, the Authority may elect to transfer moneys on deposit in the Revenue Fund to one or more Mortgage Loan Accounts to purchase, finance or acquire additional Mortgage Loans or Guaranteed Mortgage Securities, after the payment of (a) debt service on the Series 2026B Bonds (including Sinking Fund Installments and any payments to a Hedge Provider), (b) the redemption price of any Bonds called for redemption, (c) the purchase price of Bonds designated to be purchased by an Officer's Certificate, and (d) to the Reserve Fund, of the amount, if any, needed to increase the amount therein to the Reserve Requirement. The use of moneys in the Revenue Fund to purchase, finance or acquire additional Mortgage Loans or Guaranteed Mortgage Securities is known as "recycling." See "**THE SERIES 2026B BONDS – Redemption Provisions**" above.

No representation is made as to the actual timing of the origination of the Series 2026B Mortgage Loans, the yield to redemption of any Series 2026B Bonds, the redemption of any of the Series 2026B Bonds or the rate of prepayment on the Series 2026B Mortgage Loans. Investors seeking to maximize yield are urged to make an investment decision with respect to the Series 2026B Bonds based upon the investor's desired yield to redemption or maturity, the anticipated yield to redemption or maturity of the Series 2026B Bonds resulting from the price thereof and the investor's own determination as to (a) the anticipated rate of prepayments with respect to the Mortgage Loans (including the Series 2026B Mortgage Loans) and (b) the Authority's ability and willingness to redeem Bonds and recycle.

Developments in the Residential Mortgage Market May Adversely Affect Bond Yield. The residential mortgage market in the United States has experienced a variety of difficulties and changed economic conditions that may adversely affect the performance and market value of mortgage revenue bonds. In response to increased delinquencies and losses with respect to residential mortgage loans, the federal government, state governments, consumer advocacy groups and others have urged aggressive action to modify mortgage loans to avoid foreclosures and, in response, certain mortgage servicers have established foreclosure avoidance programs for borrowers. In addition, numerous laws, regulations and rules relating to mortgage loans generally, and foreclosure actions particularly, have been enacted by federal, state and local governmental authorities and it is likely that additional laws, regulations and rules will be proposed and/or enacted. These laws, regulations, and rules, together with judicial decisions, may result in delays in the foreclosure process, reduced payments by borrowers, modification of the original terms of the Series 2026B Mortgage Loans, including permanent forgiveness of debt, increased prepayments due to the availability of government-sponsored refinancing initiatives and/or increased reimbursable mortgage servicing expenses. Several courts have also taken unprecedented steps to slow the foreclosure process or prevent foreclosure altogether.

Any modification of a Series 2026B Mortgage Loan may result in the removal of such Series 2026B Mortgage Loan from the pool of loans backing the related Series 2026B Guaranteed Mortgage Securities. The principal balance of the removed Series 2026B Mortgage Loan will be distributed on the related Series 2026B Guaranteed Mortgage Securities and will affect expected timing of distributions of principal on the Series 2026B Guaranteed Mortgage Securities, and, therefore, the Series 2026B Bonds. Bondholders bear the risk that modifications of the Series 2026B Mortgage Loans may reduce the yield on any Series 2026B Bonds purchased at a premium.

Yield and Prepayment Considerations. The Series 2026B Bonds will be sensitive to the rate and the timing of principal payments and prepayments on the respective Series 2026B Mortgage Loans. As a result, actual weighted average lives of the Series 2026B Bonds may vary substantially over the lives of such Series 2026B Bonds. The yield to the holders of Series 2026B Bonds purchased at a discount or premium will be affected by the actual rate of principal prepayments on the Series 2026B Mortgage Loans to the extent such prepayments affect principal payments on the Series 2026B Guaranteed Mortgage Securities. A lower rate of principal prepayments than expected on the Series 2026B Guaranteed Mortgage Securities would negatively affect the yield on the Series 2026B Bonds sold at a discount, and a higher rate of prepayments than expected would negatively affect the yield on the Series 2026B Bonds sold at a premium. Because it is impossible to predict with any accuracy the timing and dollar amount of principal prepayments that will be made on the Series 2026B Guaranteed Mortgage Securities, investors may find it difficult to analyze the effect of prepayments on the yield on the Series 2026B Bonds.

Recapture of Federal Subsidy. Under certain circumstances, the Code requires a payment to the United States from mortgagors upon sale or other disposition of their homes financed by a mortgage loan (the *"**Recapture Provision**"*). The Recapture Provision requires that an amount determined to be the subsidy provided by qualified mortgage bond financing (but not in excess of 50% of the gain on the sale) be recaptured on disposition of the house within nine (9) years of the later of the closing or assumption of the Tax-Exempt Mortgage Loan or the HOME-Assisted Mortgage Loan. The recapture amount increases over the period of ownership, with full recapture occurring if the house is sold at the end of the fifth year. The recapture amount declines ratably with respect to sales occurring in years six (6) through nine (9) after which time it is zero. An exception excludes from recapture part or all of the subsidy in the case of assisted individuals whose income is less than prescribed amounts at the time of the disposition.

Rating Downgrade. Because the Series 2026B Guaranteed Mortgage Securities are guaranteed by Ginnie Mae, Fannie Mae and/or Freddie Mac or any other agency or instrumentality of or chartered by the United States, as applicable, any downgrade in the sovereign credit rating of the United States of America to a rating below "Aa1" by Moody's likely would result in a downgrade of the Series 2026B Bonds by Moody's. Any reduction of the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority may adversely affect their market price. See "**RATING**" herein.

Substitution of Rating Agencies. The Series 2026B Bonds have been assigned a long-term credit rating as more fully described under "**RATING**" herein. Pursuant to the Series 2026B Indenture, the Authority may substitute such long-term rating with a substantially equivalent rating provided by another nationally recognized statistical rating organization providing long-term ratings with respect to obligations similar to the Series 2026B Bonds. No consent of the holders of any Bonds shall be required in connection with such substitution.

Nature of Guaranties of Fannie Mae and Freddie Mac. The obligations of Fannie Mae under its guarantees of the Fannie Mae Securities, and the obligations of Freddie Mac under its guarantees of the Freddie Mac Securities, are the respective obligations of Fannie Mae and Freddie Mac only. Neither the Fannie Mae Securities nor the Freddie Mac Securities (collectively, the *"**Enterprise Securities**"*), including the interest thereon, are guaranteed by the United States, nor do they constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Fannie Mae or Freddie Mac, respectively, nor are they entitled to the full faith and credit of the United States. If either Fannie Mae or Freddie Mac is unable to satisfy its obligations under its guarantees, distributions on its Enterprise Securities would consist solely of payments and other recoveries on the related mortgage loans. Accordingly, prepayments, delinquencies and defaults on the mortgages would affect distributions on the Enterprise Securities and could adversely affect payments on the Series 2026B Bonds.

Events of Default; Remedies. The remedies available to the owners of the Series 2026B Bonds upon an Event of Default under the Indenture or an event of default under the other documents described herein are in many respects dependent upon judicial actions, which are often subject to discretion and delay. Under existing constitutional and statutory law and judicial decisions, the remedies available under the documents may not be readily available or may be limited. The various legal opinions to be delivered concurrently with the delivery of the Series 2026B 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 the application of equitable principles. See "**Events of Default**" and "**Remedies**" in **APPENDIX B-1 "FORM OF THE GENERAL INDENTURE"** hereto.

Investment Obligations. The Indenture provides that amounts on deposit in any Funds and Accounts under the Indenture may be from time to time invested or reinvested in Investments. The failure to receive timely payment on Investments could adversely affect the Authority's ability to pay principal of and interest on the Series 2026B Bonds.

Business Disruption Risk. Certain external events, such as pandemics, natural disasters, severe weather, technological emergencies, riots, acts of war or terrorism or other circumstances, could potentially disrupt the Authority's ability to conduct its business. A prolonged disruption in the Authority's operations could have an adverse effect on the Authority's financial condition and results of operations. No assurances can be given that the Authority's efforts to mitigate the effects of a disaster or potentially damaging event will be successful in preventing any and all disruptions to its operations should such a disaster or potentially damaging event occur.

Cybersecurity. The Authority relies on a complex technology environment to conduct its operations. As a recipient and provider of personal, private and sensitive information, the Authority faces multiple cyber threats including, but not limited to, hacking, viruses, malware, ransomware, phishing, business email compromise, and other attacks on computers and other sensitive digital networks, systems, and assets. Housing finance authorities and other public finance entities have been targeted by outside third parties, including technically sophisticated and well-resourced actors, attempting to misappropriate assets or information or cause operational disruption and damage. Further, third parties, including the Mortgage Lenders and the Master Servicer, which provide services to the Authority, could also be a source of security risk in the event of a failure of their own security systems and infrastructure. No assurances can be given that the Authority's security and operational control measures will be successful in guarding against any and each cyber threat and attack, especially because the techniques used are increasingly sophisticated, change frequently, are complex, and are often not recognized until launched. To date, cyber-attacks have not had a material impact on the financial condition, results or business of the Authority. The results of any attack on the Authority's computer and information technology systems could impact its operations for an unknown period of time, damage the Authority's digital networks and systems, and damage the Authority's reputation, financial performance, and customer or vendor relationships. Such an attack could also result in litigation or regulatory investigations or actions, including regulatory actions by state and federal governmental authorities. The costs of remedying any such damage could be substantial and such damage to the Authority's reputation and relationships could adversely affect the Authority's ability to finance Mortgage Loans and issue Bonds in the future.

TAX MATTERS

General. In the opinion of Butler Snow LLP, Bond Counsel, interest on the Series 2026B Bonds, under existing law and assuming continuous compliance with certain covenants described herein, is excludable from gross income of the owners thereof for federal income tax purposes and is not a specific preference for purposes of the federal alternative minimum tax; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing alternative minimum tax imposed upon corporations.

Further, the opinion of Bond Counsel will state that under the Act, the Series 2026B Bonds and the interest thereon are exempt from all state and local taxes in the State. See **APPENDIX C** hereto.

Each prospective purchaser of the Series 2026B Bonds should consult his or her own tax advisor as to the status of interest on the Series 2026B Bonds under the tax laws of any state other than the State.

Except as stated above, Bond Counsel expresses no opinion as to any federal, state or local tax consequences resulting from the ownership or disposition of, or the accrual or receipt of interest on, the Series 2026B Bonds.

The Code imposes a number of requirements that must be satisfied for interest on state and local obligations to be excluded from gross income for federal income tax purposes. These requirements include limitations on the use of bond proceeds and the source of repayment of bonds, limitations on the investment of bond proceeds prior to expenditure, a requirement that excess arbitrage earned on the investment of certain bond proceeds be paid periodically to the United States, except under certain circumstances, and a requirement that information reports be filed with the Internal Revenue Service. The Authority has covenanted that it will, to the extent permitted by the laws of the State, comply with the requirements of the Code in order to maintain the excludability from gross income of interest on the Series 2026B Bonds for federal income tax purposes.

The opinion of Bond Counsel will assume continuing compliance with the covenants of the Authority pertaining to those sections of the Code which affect the exclusion from gross income of interest on the Series 2026B Bonds for federal income tax purposes and, in addition, will rely on representations by the Authority with respect to matters solely within the knowledge of the Authority, which Bond Counsel has not independently verified. If the Authority should fail to comply with its covenants or if the foregoing representations should be determined to be inaccurate or incomplete, interest on the Series 2026B Bonds could become included in gross income from the date of original delivery of the Series 2026B Bonds, regardless of the date on which the event causing such inclusion occurs.

Owners of the Series 2026B Bonds should be aware that (i) the ownership of tax-exempt obligations, such as the 2026B Bonds, may result in collateral federal income tax consequences to certain taxpayers and (ii) certain other federal, state and/or local tax consequences may also arise from the ownership and disposition of the Series 2026B Bonds or the receipt of interest on the Series 2026B Bonds. Furthermore, future laws and/or regulations enacted by federal, state or local authorities may affect certain owners of the Series 2026B Bonds. All prospective purchasers of the Series 2026B Bonds should consult their legal and tax advisors regarding the applicability of such laws and regulations and the effect that the purchase and ownership of the Series 2026B Bonds may have on their particular financial situation.

Tax Treatment of Original Issue Premium. The Series 2026B PAC Bonds are offered and sold to the public at a premium. The premium is the excess of the issue price over the stated redemption price at maturity and must be amortized on an actuarial basis by the owner of the Series 2026B PAC Bonds from the date of acquisition of the Series 2026B PAC Bonds through the maturity date thereof. The premium is not deductible for federal income tax purposes, and owners of the Series 2026B PAC Bonds are required to reduce their basis in the Series 2026B PAC Bonds by the amount of premium that accrued while they owned such Series 2026B PAC Bonds. Owners of the Series 2026B PAC Bonds (including owners that purchase a Series 2026B PAC Bonds other than pursuant to the initial public offering) should consult their own tax advisors as to the determination for federal income tax purposes of the amount of premium amortized each year with respect to the Series 2026B PAC Bonds, the adjusted basis of the Series 2026B PAC Bonds for purposes of determining the taxable gain or loss upon the sale or other disposition of the Series 2026B PAC Bonds (prior to maturity and at maturity), and all other federal tax consequences and any state and local tax aspects of owning the Series 2026B PAC Bonds.

Tax Treatment of Original Issue Discount.[*] The Series 2026B Bonds may be offered and sold to the public at a price less than their stated principal amounts. The difference between the initial public offering prices and their stated amounts constitutes original issue discount treated as interest which is excluded from gross income for federal income tax purposes, and which is exempt from all present State taxation subject to the caveats and provisions described herein. Owners of Series 2026B Bonds should consult their own tax advisors with respect to the determination for federal income tax purposes of original issue discount accrued with respect to such Series 2026B Bonds as of any date, including the date of disposition of the Series 2026B Bonds and with respect to the state and local consequences of owning Series 2026B Bonds.

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[*] Preliminary, subject to change.

Changes in Federal and State Tax Law. From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to herein. In addition, such legislation (whether currently proposed, proposed in the future or enacted) could affect the market value or marketability of the Series 2026B Bonds. For example, negotiations between the Executive and Legislative Branches of the United States government regarding the federal budget may result in the enactment of tax legislation that could significantly reduce the benefit of, or otherwise affect, the exclusion of gross income for federal income tax of interest on all state and local obligations, including the Series 2026B Bonds. It cannot be predicted whether or in what form any such proposals might be enacted or whether if enacted such proposals would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2026B Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2026B Bonds or the market value thereof would be impacted thereby. Prospective purchasers of the Series 2026B Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation.

The opinion expressed by Bond Counsel is based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2026B Bonds, and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed federal or state tax legislation, regulations or litigation.

THE FOREGOING DISCUSSION OF CERTAIN FEDERAL AND STATE INCOME TAX CONSEQUENCES IS PROVIDED FOR GENERAL INFORMATION ONLY. INVESTORS SHOULD CONSULT THEIR TAX ADVISORS AS TO THE TAX CONSEQUENCES TO THEM IN LIGHT OF THEIR OWN PARTICULAR INCOME TAX POSITION, OF ACQUIRING, HOLDING OR DISPOSING OF THE SERIES 2026B BONDS.

PROGRAM ADMINISTRATOR

The information contained herein has been supplied by the Program Administrator and has not been verified by the Authority or the Underwriters and is not guaranteed as to completeness or accuracy by and is not to be construed as a representation of the Authority or the Underwriters (as hereinafter defined).

Housing and Development Services, Inc. ("***HDS***"), acting through its business unit eHousingPlus, will act as the Program Administrator under the Program.

HDS is a leading provider of compliance services and related technology in the affordable housing industry.

HDS has three business units: Housing and Development Software, eHousingPlus, and HDS Allita. HDS has been in business for 28 years. Single family program administration services are provided through the eHousingPlus business unit. Housing and Development Software provides compliance software that is used by eHousingPlus in performing its compliance services.

Over the past 28 years, HDS, through its eHousingPlus business unit, has worked with over 76 state and local housing finance agencies, authorities and corporations.

HDS, through its eHousingPlus division, currently serves as program administrator to 35 agencies for 75 single family programs. Since 1998, HDS has provided compliance services on over $70 billion principal amount of mortgage loans (representing over 395,000 loans) in single family bond programs, mortgage tax credit certificate programs and single-family loan programs financed through conventional financing sources (so-called "TBA" programs). For the 12-month period ending June 30, 2026, HDS has performed compliance work on approximately 9,000 mortgage loans.

While HDS has supplied such information, it is not otherwise responsible for the accuracy or completeness of this Official Statement or the payment of the Series 2026B Bonds. HDS is not liable for the payment of the principal of the Series 2026B Bonds or the interest or redemption premium, if any, thereon.

THE PROGRAM ADMINISTRATOR HAS NOT PARTICIPATED IN THE STRUCTURING OF THE PROGRAM OR THE SERIES 2026B BONDS OR THE PREPARATION OF THIS OFFICIAL STATEMENT, EXCEPT TO THE EXTENT OF PROVIDING THE INFORMATION CONTAINED UNDER THIS CAPTION. THE PROGRAM ADMINISTRATOR ACCEPTS NO RESPONSIBILITY FOR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT OR FOR THE SERIES 2026B BONDS OR THE CREDITWORTHINESS OF THE SERIES 2026B BONDS.

CONTINUING DISCLOSURE

The Authority will enter into a Continuing Disclosure Certificate (the *"**Continuing Disclosure Certificate**"*) for the benefit of the owners, including beneficial owners of the Series 2026B Bonds, pursuant to which the Authority is required to file, so long as the Series 2026B Bonds are outstanding, certain financial information and operating data relating to the Authority annually to EMMA operated by the MSRB, and upon the occurrence of certain listed events, to file notice of certain listed events to EMMA, in each case pursuant to the requirements of Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 (17 C.F.R. Part 240, § 240.15c2-12) (the *"**Rule**"*). See **APPENDIX D** "**PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE**" herein. The covenants described therein have been made in order to assist the Underwriters in complying with the Rule.

The Authority has entered into prior undertakings (the *"**Prior Undertakings**"*) for the benefit of the owners of certain previously issued bonds of the Authority. The Prior Undertakings require the Authority to provide certain financial information and operating data annually and upon the occurrence of certain listed events, notice of certain listed events, in each case with MSRB electronically through EMMA.

During the five years preceding the date of this Official Statement (the "***Compliance Period***"), the Authority has timely filed certain financial information and/or operating data with EMMA required under the Prior Undertakings under the Rule but such information was in different formats than was presented in the Prior Undertakings during fiscal years 2021, 2022, 2023 and 2024. In addition, in one instance, the Authority filed notice of the entry into a supplemental indenture, but such notice was filed late. In some instances, the Authority timely filed but failed to properly index the required financial information and operating data to the CUSIPS of certain of its outstanding bonds. The Authority has taken steps to correct these issues but has not made any determination as to the materiality of any of the foregoing.

A failure by the Authority to comply with the Continuing Disclosure Certificate will not constitute an Event of Default under the Indenture (although Bondholders will have any available remedy at law or in equity regarding compliance with the Rule). Nevertheless, such a failure must be reported in accordance with the Rule and must be considered by a broker-dealer or municipal securities dealer before recommending the purchase or sale of the Series 2026B Bonds in the secondary market. Consequently, such a failure may materially affect the transferability and liquidity of the Series 2026B Bonds or their market price.

The Authority has adopted written procedures for timely complying with its undertakings under the Rule. The Authority has enrolled in the EMMA automated email reminder system which alerts Authority and obligated persons to upcoming filing deadlines for financial and operating information.

La. R.S. 39:1438 provides for certain procedures designed to ensure compliance with the Rule. Such legislation, effective August 1, 2014, requires public entities, such as the Authority, to keep certain records demonstrating compliance with the Rule, and mandates a public entity's auditor to review the public entity's compliance with such record-keeping requirements and review a sampling of the EMMA filings to determine if such filings are in compliance with the continuing disclosure undertakings to which the public entity is a party.

RATING

Moody's Investors Service, Inc. (*"**Moody's**"*) has assigned the Series 2026B Bonds a rating of "____". The rating is not a recommendation to buy, sell or hold the Series 2026B Bonds. Such rating reflects only the view of the rating agency at the time such rating was issued, and an explanation of the significance of such rating may be obtained from Moody's Investors Service, Inc., 7 World Trade Center, 250 Greenwich Street, New York, New York 10007, Telephone (212) 553-0300. Investors should be aware that any rating assigned to the Series 2026B Bonds by Moody's will reflect Moody's assessment solely of the likelihood that holders of such Series 2026B Bonds will receive payments required to be made under the Indenture. Such rating will not constitute an assessment of the likelihood of the occurrence of principal prepayments on the Series 2026B Mortgage Loans of the degree to which the timing of such prepayments may differ from that originally anticipated. No such rating will address the possibility that investors in the Series 2026B Bonds might realize a lower than anticipated yield. There is no assurance that the rating will continue for any given period of time or that it will not be revised downward or withdrawn entirely by the rating agency if, in the judgment of such rating agency, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price or value of the Series 2026B Bonds. The Authority has not assumed any responsibility either to notify the owners of any proposed change in or withdrawal of such rating subsequent to the date of the Official Statement except in connection with the reporting of events as provided in the Continuing Disclosure Certificate or to contest any such revision or withdrawal.

UNDERWRITING

Raymond James & Associates, Inc. on behalf of itself and on behalf of Stifel, Nicolaus & Company, Incorporated (collectively, the *"**Underwriters**"*) has agreed to purchase all of the Series 2026B Bonds at par; provided, however, the Series 2026B PAC Bonds shall be purchased at ___% of the principal amount thereof. The Underwriters' compensation with respect to the purchase of the Series 2026B Bonds will be $__________ (including payment for certain expenses). The Bond Purchase Agreement (the *"**Purchase Agreement**"*) between the Underwriters and the Authority provides that the Underwriters will purchase all of the Series 2026B Bonds if any are purchased. The obligation of the Underwriters to accept delivery of the Series 2026B Bonds is subject to various conditions contained in the Purchase Agreement.

The Underwriters intend to offer the Series 2026B Bonds to the public initially at the offering prices set forth on the cover page of this Official Statement, which may subsequently change without any requirement of prior notice. The Underwriters reserve the right to join with dealers and other underwriters in offering the Series 2026B Bonds to the public. The Underwriters may offer and sell the Series 2026B Bonds to certain dealers at prices lower than the public offering price. In connection with this offering, the Underwriters may over allot or effect transactions which stabilize or maintain the market price of the Series 2026B Bonds at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

The Underwriters do not guarantee a secondary market for the Series 2026B Bonds and are not obligated to make any such market in the Series 2026B Bonds. No assurance can be made that such a market will develop or continue. Consequently, investors may not be able to resell the Series 2026B Bonds should they need or wish to do so for emergency or other purposes.

The Underwriters and their respective affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriters and their respective affiliates have, from time to time, performed, and may in the future perform, various investment banking services for the Authority for which it received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Underwriters and their respective affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (which may include bank loans and/or credit default swaps) for their own account and for the accounts of their customers and may at any time hold long and short positions in such securities and instruments. Such investment and securities activities may involve securities and instruments of the Authority.

The Underwriters are not acting as financial advisors to the Authority in connection with the offer and sale of the Series 2026B Bonds.

The Underwriters have reviewed the information in this Official Statement pursuant to their responsibilities to investors under federal securities laws, but the Underwriters do not guarantee the accuracy or completeness of such information.

MUNICIPAL ADVISOR

CSG Advisors (the "***Municipal Advisor***") has been retained by the Authority to act as Independent Registered Municipal Advisor in connection with this financing and has assisted in the preparation of certain information in this Official Statement. The Municipal Advisor will receive compensation for such services. The Municipal Advisor is not a public accounting firm and has not been engaged by the Authority to compile, review, examine or audit any information in this Official Statement in accordance with accounting standards. The Municipal Advisor is an independent advisory firm and is not engaged in the business of underwriting, trading or distributing municipal securities or other public securities and therefore will not participate in the underwriting of the Series 2026B Bonds. The Municipal Advisor has registered with the United States Securities and Exchange Commission and the MSRB as a municipal advisor.

APPROVAL OF LEGAL MATTERS

Certain legal matters incident to the authorization, issuance, sale and delivery of the Series 2026B Bonds by the Authority are subject to the approving opinion of Butler Snow LLP, Bond Counsel and Counsel to the Authority. Certain legal matters will be passed upon for the Underwriters by Jones Walker, LLP, Baton Rouge, Louisiana. On the date of the issuance of the Series 2026B Bonds, the approving opinion of Bond Counsel will be delivered in substantially the form set forth in **APPENDIX C** attached hereto.

ABSENCE OF LITIGATION

There is no action, suit, proceeding, inquiry or investigation at law or in equity before or by any court, public board or body where service of process has been effectuated on the Authority or, to the knowledge of the Authority, threatened against or affecting the Authority or, to its knowledge, any basis therefor, where an unfavorable decision, ruling or finding would adversely affect the transactions contemplated by this Official Statement, the exclusion of interest on the Series 2026B Bonds from gross income of the owners thereof for federal income tax purposes or the validity or enforceability of the Series 2026B Bonds, the Indenture, the Continuing Disclosure Certificate or any agreement or instrument to which the Authority is a party and which is used or contemplated for use in the transactions contemplated by this Official Statement.

MISCELLANEOUS

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or holders of any of the Series 2026B Bonds.

The Trustee did not participate in the preparation of this Official Statement and makes no representations concerning the Series 2026B Bonds, the collateral or any other matter stated in this Official Statement. The Trustee has no duty or obligation to pay the Series 2026B Bonds from its own funds, assets or corporate capital or to make inquiry regarding, or investigate the use of, amounts disbursed from the accounts held under the Indenture.

Copies in reasonable quantity of the Indenture and other additional documents and information may be obtained from the Underwriters. The Appendices attached to this Official Statement are integral parts of this Official Statement and must be read together with all of the foregoing statements.

The delivery, use and distribution of this Official Statement have been duly approved by the Authority.

CAPITAL AREA FINANCE AUTHORITY

By: ______________________________________
Vickie Theriot, Interim President and CEO

APPENDIX A

DEFINITIONS OF CERTAIN TERMS

The following are certain definitions contained in the General Indenture and are not to be considered as a full statement thereof. Copies of the General Indenture are available from the Underwriters or the Authority.

Act: Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive, as amended and supplemented from time to time.

Auditor's Opinion: unless otherwise prescribed by State law, an opinion signed by any certified public accountant or firm of certified public accountants (who may be the accountant or firm that regularly audits the books and accounts of the Authority) from time to time selected by the Authority.

Authority: the Capital Area Finance Authority, a public trust duly created, organized and existing under the laws of the State of Louisiana, constituting a public corporation having a distinct legal existence with the corporate powers contained in the Act.

Authority Documents: means collectively this General Indenture, any Series Indenture, and the Servicing Agreement.

Authority Party or Authority Parties: the Authority, its past, present, and future trustees, members, officers, program managers, counsel, advisors, employees, agents, contractors, consultants, and executive director.

Authorized Newspapers: one or more newspapers printed in the English language, one of which is generally circulated in the State.

Authorized Representative: the Chairperson or the Executive Director of the Authority, or any other legally authorized signatory of the Authority.

Bond: any Bond previously or subsequently authorized under the General Indenture and issued pursuant to a Series Indenture.

Bond Counsel: Butler Snow LLP or any nationally recognized bond counsel who is either currently under contract to provide such services to the Authority or is acceptable to the Authority and the Trustee.

Bond Service Provider: the Trustee, a Depository, or a Paying Agent.

Bondholder or Holder: the bearer of any Outstanding Bond or Bonds.

Bond Year: with respect to the Series 2026B Bonds, a twelve-month period ending on August 31* of each year, except that the first Bond Year shall commence on the date of delivery of the Series 2026B Bonds and shall end on August 31, 2027*.

Cash Flow Certificate: an Officer's Certificate meeting the requirements of the General Indenture.

Cash Flow Test: projected annual Revenues sufficient to pay projected Program Expenses and scheduled Interest Requirements and Principal Requirements, all as set forth in a Cash Flow Certificate pursuant to the General Indenture.

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* Preliminary, subject to change.

Chairperson: the Chairperson of the Board of Trustees of the Authority.

Code: the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder; each reference to a Section of the Code herein shall be deemed to include the United States Treasury regulations proposed or in effect thereunder and applied to the Bonds or the use of the proceeds thereof, and also includes all amendments and successor provisions unless the context clearly requires otherwise.

Cost of Issuance: all items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale and issuance of Bonds and the making and purchase of Qualified Mortgage Loans.

Counsel's Opinion: an opinion signed by any attorney or firm of attorneys (who may be employed by or of counsel to the Authority or an attorney or firm of attorneys retained by it in other connections) licensed to practice in the state in which he or it maintains an office, selected or employed by the Authority and satisfactory to the Trustee.

Credit Facility: a letter of credit, standby bond purchase agreement, bond insurance policy, credit commitment, line of credit, guaranty, surety bond or other credit facility, issued with respect to any Bonds by a state chartered banking corporation, national banking association or other financial institution or any insurance company with an investment grade rating on its outstanding long-term senior unsecured and uninsured obligations from any Rating Agency then rating the Bonds.

Depository: each financial institution appointed pursuant to the General Indenture to act as depository, and any successor thereof designated by or pursuant to the General Indenture.

Directed Series 2026B Principal Payments: means, with respect to any redemption date, repayments and prepayments from Series 2026B Mortgage Loans and DPA Second Mortgage Loans, less the sum of (i) the principal amount of any Series 2026B Bonds scheduled to mature or subject to Sinking Fund Installment on such redemption date (or, if no such Series 2026B Bonds are scheduled to mature or are subject to Sinking Fund Installment on such redemption date, a pro rata portion of the next subsequent scheduled maturity amount or Sinking Fund Installment amount of such Series 2026B Bonds) and (ii) the Restricted Principal Receipts used to redeem Series 2026B Bonds.

"*DPA Second Mortgage Loan*" means a Qualified Mortgage Loan secured by a subordinate lien made for the purpose of providing down payment and closing cost assistance in connection with a Series 2026B Mortgage Loan.

Escrow Payment: all payments made by or on behalf of an eligible borrower of a Mortgage Loan in order to obtain or maintain mortgage insurance or guaranty coverage of, and fire and other hazard insurance with respect to, a Mortgage Loan, and any payments required to be made with respect to such Mortgage Loan for taxes, other governmental charges and other similar charges required to be escrowed under the Mortgage.

FHA: shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development, or other corporation or instrumentality created or chartered by the United States of America to which the powers of the Federal Housing Administration have been transferred.

Fiduciary: the Trustee, a Depository or a Paying Agent.

Fiscal Year: the period of twelve (12) calendar months commencing on January 1 in any calendar year and ending on December 31.

Funds and Accounts: means Funds and Accounts, including any subaccounts, established pursuant to the General Indenture, any Supplemental Indenture or any Series Indenture.

General Indenture: the General Indenture of Trust, dated as of September 1, 2026, as it may from time to time be amended, modified or supplemented as provided.

GNMA: the Government National Mortgage Association, its successors and assigns.

Governmental Obligations: (a) direct obligations of the United States of America, and (b) obligations the timely payment of the principal of, and interest on, which is fully and unconditionally guaranteed by the United States of America, and (c) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b).

Guaranteed Mortgage Securities: mortgage-backed securities guaranteed as to payment of principal and interest by GNMA, Fannie Mae (formerly known as the Federal National Mortgage Association), Freddie Mac, or any other corporation or instrumentality of or chartered by the United States to which the powers of any of them have been transferred or which have similar powers to purchase or guarantee timely payment of Qualified Mortgage Loans.

Hedge Agreement: a payment exchange agreement, swap agreement, forward purchase agreement or any other hedge agreement entered into by the Authority providing for payments between the parties based on levels of, or changes in, interest rates or other indices or contracts to exchange cash flows or a series of payments or contracts, including, without limitation, interest rate floors, or caps, options, puts or calls, which allows the Authority to manage or hedge payment, rate, spread or similar risk with respect to all or a portion of any Series of Bonds or any assets pledged under the General Indenture.

Hedge Provider: any person or entity providing a Hedge Agreement pursuant to an agreement with or upon the request of the Authority.

Home: real property and improvements thereon, including but not limited to a condominium unit, which consists of not more than four dwelling units owned by one Mortgagor.

Interest Payment Date: each date on which interest on any Series of Bonds is required to be paid under the applicable Series Indenture.

Interest Requirement: as of any particular date of computation, the sum of the unpaid interest then due plus the interest to accrue on all Outstanding Current Interest Bonds to the first day of the following month, plus the additional amount of such interest to accrue to their next respective Interest Payment Dates. Interest Requirement shall also include any regular payments under a Qualified Hedge Agreement if so specified by a Series Indenture or Officer's Certificate, but shall not include any fees, expenses or termination payments.

Investment: any of the following which at the time are certified to the Trustee in an Officer's Certificate as (a) legal investments for Fiduciaries under the laws of the State for moneys held hereunder which are then proposed to be invested therein and (b) permitted by the then effective investment policy of the Authority:

(i) Governmental Obligations;

(ii) Direct and general obligations of any state within the United States of America or of any political subdivision of such a state, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by each Rating Agency then rating the Bonds at the request of the Authority;

(iii) Bonds, debentures, participation certificates, notes or other obligations issued or unconditionally guaranteed by any of the following: Federal Home Loan Banks, Farm Credit System (including the Bank for Cooperatives, Federal Land Banks, Federal Farm Credit Banks and Federal Intermediate Credit Banks), Fannie Mae, Farmer's Home Administration (or its successor, the Rural Housing and Community Development Service), GNMA, Small Business Administration, Resolution Funding Corporation, or any other agency or corporation which has been or may hereafter be created by or pursuant to an Act of the Congress of the United States as an agency or instrumentality thereof;

(iv) Repurchase agreements, provided that such obligation is (1) rated in one of the three highest rating categories by any Rating Agency then rating the Bonds at the request of the Authority or (2) continuously and fully collateralized by such securities as are described above in clauses (i) through (iii), inclusive, which shall have a market value at all times equal to at least the principal amount of such obligation;

(v) Certificates of deposit, time deposits, demand deposits, and other deposit products, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits, demand deposits, and other deposit products shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by an irrevocable letter of credit issued by the United States of America or such securities as are described above in clauses (i) through (iii), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits;

(vi) Money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2;

(vii) Stripped securities: principal-only strips and interest-only strips of noncallable obligations issued by the U.S. Treasury, and REFCORP securities stripped by the Federal Reserve Bank of New York; and

(viii) Guaranteed investment contracts or similar deposit agreements with insurance companies, banks or other financial institutions, unless such contract or agreement would adversely affect the then-current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority.

Notwithstanding the foregoing, and subject to State law, it is expressly understood that the definition of Investments shall be, and be deemed to be, expanded and/or amended, or new definitions and related provisions shall be added to this General Indenture, thus permitting investments with different characteristics from those permitted which an Authorized Representative deems from time to time to be in the interest of the Authority, as reflected in an Officer's Certificate or in a Supplemental Indenture, unless at the time of inclusion such inclusion would adversely affect the then-current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority, as certified in such Officer's Certificate or Supplemental Indenture.

Issue Date: the date as of which any Series of Bonds is issued and from which interest thereon accrues, as specified by the applicable Series Indenture in accordance with the General Indenture.

Mortgage: a mortgage deed, deed of trust or other instrument securing a Mortgage Loan and constituting a first lien on a Home, subject only to encumbrances as are approved by the Authority.

Mortgage Lender: any bank, trust company, savings bank, national banking association, savings and loan association, building and loan association, life insurance company, mortgage banker or other financial institution authorized to transact business within the State which is, as and to the extent necessary for performance of its obligations, an FHA-RD-VA-approved Mortgagee, or qualified to sell mortgages to Fannie Mae or to Freddie Mac, or any agency or instrumentality of the United States or the State, making or holding a Mortgage Loan, whether for its own account or as agent of the Authority, and approved by the Authority.

Mortgage Loan: a loan to a Mortgagor, secured by a Mortgage on a Home and evidenced by a promissory note. The definition of "Mortgage Loan" shall not include, unless otherwise provided in a Series Indenture, any Mortgage Loan which is not credited to the Mortgage Loan Account or the Revenue Fund or other Fund or Account established under the General Indenture.

Mortgage Loan Accounts: the Accounts so designated which may be established pursuant to Section 303 of the General Indenture.

Mortgagor: the obligor or joint obligors on a Mortgage Loan.

Note: any obligation not designated as a bond, issued by the Authority pursuant to the Act to make or purchase an obligation which is then, or thereafter becomes, a Qualified Mortgage Loan.

Officer's Certificate: a certificate signed by an Authorized Representative, or a representative of the Authority designated as such in a Series Indenture.

Outstanding: a reference as of any particular time to all Bonds theretofore delivered except (a) any Bond cancelled by the Trustee, or proven to the satisfaction of the Trustee to have been cancelled by the Authority or by any other Bond Service Provider, at or before that time, (b) any Bond for the payment or redemption of which either moneys or Investments in the amounts, of the maturities and otherwise described and required under the provisions of paragraph (B) or (D) of Section 1201 has been deposited with one or more Bond Service Providers in trust (whether upon or prior to the maturity or redemption date of the Bond) and, except in the case of a Bond to be paid at maturity, of which notice of redemption has been given or provided for in accordance with Article VII of the General Indenture, (c) any Bond in lieu of or in substitution for which another Bond has been delivered pursuant to Article VI, Section 705 or Section 906 of the General Indenture and (d) with respect to Section 905 and Section 1011 of the General Indenture, any Bond owned by the Authority.

Parity Test: the Value of the Principal Assets equals or exceeds one hundred percent (100%) of the par amount of all Outstanding Parity Bonds.

Participating Lenders means those mortgage lenders and other financial institutions participating in the Program to finance Series 2026B Mortgage Loans.

Paying Agent: any bank, financial institution or other organization appointed by or pursuant to the General Indenture, its successor or successors and any other corporation or association which may at any time be substituted in its place pursuant to the General Indenture.

Persons or families of low or moderate income: an individual or household whose income qualifies as low income or moderate income as determined from time to time by the Authority's board of trustees in a manner consistent with federal housing programs.

Prepayment: any money received from a payment of principal on a Mortgage Loan in excess of the scheduled payments of principal then due.

Principal Assets: as of any date of computation of Value, all Mortgage Loans, Guaranteed Mortgage Securities, deposited cash and Investments in all Mortgage Loan Accounts, in the Reserve Fund, and in the Revenue Fund, other than Investments and cash held pursuant to the General Indenture or to pay accrued interest on Outstanding Bonds.

Principal Installment: as of any particular date of computation, an amount equal to the principal amount of Outstanding Parity Bonds which mature on a single future date, reduced by the aggregate amount of any Sinking Fund Installments payable before that date toward the retirement of such Outstanding Bonds, but including the remaining amount as a Sinking Fund Installment payable on said future date.

Principal Installment Date: the date on which a Principal Installment is payable.

Principal Office: with respect to a Bond Service Provider, its principal or head office or corporate trust or principal trust office in the city in which the Bond Service Provider is described as being located.

Principal Requirement: as of any particular date of computation, for all Bonds then Outstanding, the sum of (i) all unpaid Principal Installments then due, plus (ii) all Principal Installments to become due within twelve (12) months thereafter.

Program: the Authority's programs of making, purchasing or financing Qualified Mortgage Loans, including the payment, when due, of principal and redemption premium, if any, and interest on Notes and Bonds.

Program Expenses: all the Authority's expenses of administering the Program under this General Indenture and the Act and shall include without limiting the generality of the foregoing: salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus; insurance premiums, legal, accounting, management, consulting and banking services and expenses; the fees and expenses of the Trustee, any Depository and Paying Agent; Cost of Issuance not paid from proceeds of Bonds; payments to pension, retirement, health and hospitalization funds; Hedge Agreement payments so designated by an Authorized Representative including, without limitation, payments due upon the early termination of a Hedge Agreement; Credit Facility fees; bond insurer fees; financial advisory fees, rebate analyst fees, accounting and consulting fees, attorneys' fees, remarketing agent fees; and any other expenses and fees required or permitted to be paid by the Authority under the provisions of this General Indenture, any Supplemental Indenture or any Series Indenture, all to the extent properly allocable to the Program.

Program Notice: the notice to Participating Lenders announcing the terms of Mortgage Loans to be originated under a Program financed by each Series of Bonds.

Qualified Hedge Agreement: a Hedge Agreement which meets the tests of Section 407 of the General Indenture.

Qualified Hedge Institution: (a) a bank, a trust company, a national banking association, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, a corporation, a trust, a partnership, an unincorporated organization, or a government or an agency, instrumentality, program, account, fund, political subdivision or corporation thereof, in each case the unsecured or uncollateralized long-term debt obligations of which, or obligations secured or supported by a letter of credit, contract, agreement or surety bond issued by any such organization, at the time a Qualified Hedge Agreement is entered into by the Authority are rated in any of the three highest rating categories by each Rating Agency then rating the Bonds at the request of the Authority, or (b) GNMA, Fannie Mae, Freddie Mac or any successor thereto, or any other federal agency or instrumentality the obligations of which are backed by the full faith and credit of the United States of America; and further provided that it is expressly understood that the definition of the Qualified Hedge Institution shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this General Indenture, thus permitting a Qualified Hedge Agreement with a different entity from those permitted which an Authorized Representative deems from time to time to be in the interest of the Authority, as reflected in an Officer's Certificate or in a Supplemental Indenture, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority, as certified in such Officer's Certificate or Supplemental Indenture.

Qualified Mortgage Loan: a Mortgage Loan satisfying the conditions set forth in Section 304 of the General Indenture or a security based on and backed by a pool of Mortgage Loans (including a Guaranteed Mortgage Security), each satisfying said conditions.

Rating Agency: a nationally recognized statistical rating organization which is registered with the United States Securities and Exchange Commission in accordance with the Credit Rating Agency Reform Act of 2006.

Redemption Price: as of any date of redemption before maturity, the principal amount of a Bond, or any portion thereof, plus the applicable premium, if any, payable upon redemption thereof in accordance with its terms.

Reserve Fund: the Fund so designated which is established and created by Section 401 of the General Indenture.

Reserve Requirement: as of any particular date of computation, an amount of money equal to the sum of the amounts required by each Series Indenture to be maintained in the Reserve Fund with respect to the Series of Bonds authorized thereby, if any.

Residential Housing: a specific work or improvement within the state undertaken primarily to provide decent, safe, and sanitary dwelling accommodations that are in compliance with Title II of the Americans with Disabilities Act, 42 U.S.C.A. § 12131 et seq., for persons of low or moderate income, including, but not limited to, the acquisition, construction, rehabilitation, or improvement of land, buildings, and improvements thereto in connection with condominiums, single family homes, townhouses, and non-housing facilities appurtenant thereto.

Revenue Fund: the Fund so designated which is established by Section 401 of the General Indenture.

Revenues: (a) all amounts received as repayment of principal, interest and all other charges received for, and all other income and receipts derived by the Authority from, Mortgage Loans and Guaranteed Mortgage Securities, including Prepayments, (b) moneys deposited in a sinking, redemption or reserve fund or other Fund or Account to secure Bonds or to provide for the payment of the principal of, premium or interest on Bonds, (c) all payments and receipts received by the Authority under a Qualified Hedge Agreement and (d) to the extent hereinafter provided, interest earnings or income received on moneys so deposited in any Fund or Account pursuant to this General Indenture and all other payments and receipts received with respect to Mortgage Loan, including the proceeds of any mortgage insurance claims (but excluding Service Charges, Escrow Payments, or other financing, commitment or similar fees or charges of the Authority or a Mortgage Lender at or prior to the time of financing or purchasing a Mortgage Loan).

Serial Bonds: Bonds so designated in a Series Indenture.

Series: all Bonds delivered on original issuance in a simultaneous transaction, regardless of variations in maturity, interest rate or other provisions, and any Bond thereafter delivered in lieu of or substitution for any of such Bonds pursuant to the General Indenture.

Series Indenture: an indenture of the Authority authorizing the issuance of Bonds pursuant to Article II of the General Indenture.

Series 2026B Costs of Issuance Account: the Series 2026B Costs of Issuance Account.

Series 2026B Guaranteed Mortgage Securities: means the Guaranteed Mortgage Securities purchased by the Trustee with proceeds of the Series 2026B Bonds and backed by Series 2026B Mortgage Loans.

Series 2026B Mortgage Loans: means the Qualified Mortgage Loans originated in connection with the issuance of the Series 2026B Bonds which (a) are FHA-Insured or VA-Guaranteed or, (b) have an RD Guaranty, and which satisfy the requirements of this Series 2026B Indenture and Section 303 of the General Indenture.

Series 2026B Mortgage Loan Account: the Mortgage Loan Account established with respect to the Series 2026B Bonds.

Series 2026B PAC Bonds: the Series 2026B Term Bond maturing on April 1, 2057[*] in the principal amount of $17,000,000[*].

Series 2026B Prepayments: the unscheduled payments of principal from the Series 2026B Mortgage Loans.

Series 2026B Principal Repayments: the scheduled payments of principal then due or from the sale of Series 2026B Mortgage Loans.

Series 2026B Revenue Account: the Revenue Account established within the Revenue Fund with respect to the Series 2026B Bonds.

Series 2026B Term Bonds: shall mean the Series 2026B Bonds maturing October 1, 2041[*], October 1, 2046[*], October 1, 2051[*], October 1, 2056[*], and the Series 2026B PAC Bond.

Series 2026B Unexpended Proceeds: the proceeds of the Series 2026B Bonds deposited in the Series 2026B Mortgage Loan Account which are not applied to the purchase of Series 2026B Mortgage Loans, Series 2026B Guaranteed Mortgage Securities or DPA Second Mortgage Loans.

Service Charge: any charge authorized to be deducted by the Master Servicer from payments on a Mortgage Loan and any reimbursement of the cost of servicing by the Authority, before deposit of the payments with the Trustee.

Servicer: any public or private institution (including the Trustee or a Depository) with which the Authority shall execute a Servicing Agreement.

Servicing Agreement: a contractual agreement of the Authority with a Servicer for the Servicing of Qualified Mortgage Loans.

Sinking Fund Installment: any amount of money required by or pursuant to a Series Indenture to be paid on a specified date by the Authority toward the retirement of any particular Term Bonds before maturity.

Sinking Fund Installment Date: the date on which a Sinking Fund Installment is payable.

Special Program Fund: the Fund so designated which may be established pursuant to Section 307 of the General Indenture, including a general account and restricted account.

State: the State of Louisiana.

[*] Preliminary, subject to change.

Subordinated Bonds: Bonds authorized by the General Indenture and issued pursuant to a Series Indenture which by their terms are junior in right of payment to the Bonds.

Supplemental Indenture: any indenture of the Authority amending or supplementing the General Indenture, adopted and becoming effective in accordance with the terms of Articles VIII or IX of the General Indenture.

Term Bonds: Bonds so designated in a Series Indenture.

Trust Estate: all Revenues, proceeds, Funds, Accounts, Qualified Mortgage Loans, rights, interests, collections, and other property pledged to the payment of any Bonds pursuant to Sections 201 and 504 of the General Indenture or any Series Indenture.

Trustee: the trustee appointed by or pursuant to Section 1101 of the General Indenture, its successor or successors and any other corporation or association which may at any time be substituted in its place pursuant to the General Indenture.

Value: a periodic valuation of Principal Assets to be made in an Officer's Certificate, which may rely on the most recent Cash Flow Certificate, at the times required in Sections 203(B)(3) and 304(D) (and not for financial reporting as required in Section 506(B)), at amounts computed for the several categories of Principal Assets, respectively, as follows:

(1) for a Mortgage Loan, the unpaid principal amount thereof;

(2) for any amount of cash and Investments held in a Mortgage Loan Account at any computation date within two (2) years after the Issue Date of the Series of Bonds issued to establish the Mortgage Loan Account, the par amount thereof; and

(3) for other Investments and deposits: (i) the principal amount or amortized cost of an Investment, whichever is lower, if it matures more than twenty-four (24) months after the date of computation or is held subject to a repurchase agreement and (ii) the principal amount of a deposit or of an Investment that matures within twenty-four (24) months after the date of computation and is not held subject to a repurchase agreement, provided further that (iii) accrued interest shall be excluded from each such computation.

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APPENDIX B-1

FORM OF THE GENERAL INDENTURE

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FORM OF THE GENERAL INDENTURE OF TRUST

By and Between

CAPITAL AREA FINANCE AUTHORITY

and

REGIONS BANK,
as Trustee

Dated as of September 1, 2026

Securing:
Single Family Mortgage Revenue Bonds

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THIS GENERAL INDENTURE OF TRUST, dated as of September 1, 2026 (this "**General Indenture**"), by and between the **CAPITAL AREA FINANCE AUTHORITY**, a public trust duly created, organized and existing under the laws of the State of Louisiana, constituting a public corporation having a distinct legal existence with the corporate powers contained in the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive (the "**Act**"), (together with its successors and assigns, the "**Authority**"), and **REGIONS BANK**, a state banking authority organized under the laws of the State of Mississippi, as trustee (the "**Trustee**").

W I T N E S S E T H:

WHEREAS, the Authority is organized under and exists pursuant to the Constitution and laws of the State, particularly the Act; and

WHEREAS, pursuant to the Act, the Louisiana Constitution of 1974, as amended (the "**Constitution**") and other applicable laws of the State of Louisiana (the "**State**"), and pursuant to duly adopted resolutions of the Authority dated March 20, 2025, April 16, 2025, June 16, 2025, December 8, 2025, and January 22, 2026, the Authority is authorized to issue its revenue bonds for the purpose of financing qualifying first mortgage loans (the "**First Mortgage Loans**") originated by mortgage-lending institutions (the "**Participants**") to low- and moderate-income persons or families to purchase single-family residences located in the Parishes of Ascension, East Feliciana, Iberville, Livingston, Pointe Coupee, St. Helena, West Baton Rouge and West Feliciana, State of Louisiana (the "**Capital Area**") or in such other parishes executing a cooperative endeavor agreement with the Authority prior to the Closing Date; and

WHEREAS, the Authority has determined that it is in the public interest to implement one or more homeownership programs (collectively, the "**Program**") to be financed through the issuance of its Single Family Mortgage Revenue Bonds (as more fully described herein, the "**Bonds**"); and

WHEREAS, all things necessary to make such Bonds when issued and authenticated by the Trustee as in this General Indenture provided, the valid, binding, and legal obligations of the Authority according to the import thereof and to constitute this General Indenture a valid pledge and assignment of the assets and revenues securing the payment of the bonds to be issued hereunder and the creation, execution and delivery of this General Indenture have been done or performed; and

WHEREAS, the Trustee has accepted the trusts created by this General Indenture and in evidence thereof has joined in the execution hereof.

NOW, THEREFORE, the Authority, in consideration of the promises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Bonds to be issued hereunder by the holders and owners thereof, and in order to secure the payment of the principal of, premium, if any, and interest on the Bonds and other obligations described herein according to their respective tenor and effect and the performance and observance by the Authority of all the covenants expressed or implied herein and in the Bonds and other obligations described herein, does hereby, on the terms herein provided and subject to the provisions hereof permitting the application of amounts held hereunder and the exercise of the rights in connection with certain properties, pledge and assign unto, and grant a security interest in and to, the Trustee, and its respective successors in trust and their respective assigns, forever, for the securing of the performance of the obligations of the Authority hereinafter set forth, all right, title and interest of the Authority, now or hereafter acquired, in and to the Trust Estate (hereinafter defined).

TO HAVE AND TO HOLD, the same (in accordance with and subject to the provisions of this General Indenture) whether now owned or hereafter acquired, unto the Trustee and its respective successors and assigns in trust forever;

IN TRUST NEVERTHELESS, upon the terms and trust herein set forth for the equal and proportionate benefit, security and protection of all present and future holders and owners of any and all the Bonds and other obligations described herein, all of which, regardless of the time or times of their authentication and delivery or maturity, shall be of equal rank without preference, privilege, priority or distinction of any of the Bonds and other obligations over any other thereof;

PROVIDED, HOWEVER, that if the Authority, its successors or assigns, shall pay, or cause to be paid, the principal of, premium, if any, and interest on the Bonds due or to become due thereon, at the times and in the manner mentioned in the Bonds according to the true intent and meaning thereof, or shall provide, as permitted hereby, for the payment thereof by depositing with the Trustee the entire amount due or to become due thereon (or such amount as will with investment income thereon equal such entire amount as provided in Article XII hereof), and shall keep, perform and observe all the covenants and conditions pursuant to the terms of this General Indenture to be kept, performed and observed by it, shall pay all other obligations described herein, and shall pay or cause to be paid to the Trustee all sums of money due or to become due in accordance with the terms and provisions therefor as provided herein, this General Indenture and the rights hereby granted shall cease, terminate and be void; otherwise this General Indenture to be and remain in full force and effect.

THIS GENERAL INDENTURE FURTHER WITNESSETH, and it is expressly declared, that all Bonds issued and secured hereunder are to be issued, authenticated and delivered and all said property, rights and interest, including, without limitation, the amounts and property hereby assigned and pledged, are to be dealt with and disposed of, under, upon and subject to the terms and conditions, stipulations, covenants, agreements, trusts, uses and purposes hereinafter expressed, and the Authority has agreed and covenanted, and does hereby agree and covenant, with the Trustee and with the respective owners from time to time, of the Bonds, or any part thereof, as follows:

ARTICLE I

DETERMINATIONS, DEFINITIONS AND INTERPRETATION

Section 101. Definitions.

In this General Indenture, unless a different meaning clearly appears from the context, the following terms have the following respective meanings:

Act: Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive, as amended and supplemented from time to time.

Auditor's Opinion: unless otherwise prescribed by State law, an opinion signed by any certified public accountant or firm of certified public accountants (who may be the accountant or firm that regularly audits the books and accounts of the Authority) from time to time selected by the Authority as required by Section 506(B) hereof or as may be required in any Supplemental Indenture or Series Indenture.

Authority: the Capital Area Finance Authority, a public trust duly created, organized and existing under the laws of the State of Louisiana, constituting a public corporation having a distinct legal existence with the corporate powers contained in the Act.

Authority Documents: means collectively this General Indenture, any Series Indenture, and the Servicing Agreement.

Authority Party *or* ***Authority Parties****:* the Authority, its past, present, and future trustees, members, officers, program managers, counsel, advisors, employees, agents, contractors, consultants, and executive director.

Authorized Newspapers: one or more newspapers printed in the English language, one of which is generally circulated in the State.

Authorized Representative: the Chairperson or the Executive Director of the Authority, or any other legally authorized signatory of the Authority.

Bond: any Bond authorized under this General Indenture and issued pursuant to a Series Indenture.

Bond Counsel: Butler Snow LLP or any nationally recognized bond counsel who is either currently under contract to provide such services to the Authority or is acceptable to the Authority and the Trustee.

Bond Service Provider: the Trustee, a Depository, or a Paying Agent.

Bondholder or ***Holder***: the registered owner of any Outstanding Bond or Bonds.

Cash Flow Certificate: an Officer's Certificate meeting the requirements of Section 510 hereof.

Cash Flow Preparer: an entity designated by the Authority to prepare cash flow analyses, bond/mortgage yield computations, Cash Flow Certificates, Cash Flow Tests, and any other cash flow analyses, calculations, certificates, or reports required under this General Indenture or any Series Indenture.

Cash Flow Test: projected annual Revenues sufficient to pay projected Program Expenses and scheduled Interest Requirements and Principal Requirements, all as set forth in a Cash Flow Certificate pursuant to Section 510 hereof.

Chairperson: the Chairperson of the Board of Trustees of the Authority.

Code: the Internal Revenue Code of 1986, as amended, and any regulations promulgated thereunder; each reference to a Section of the Code herein shall be deemed to include the United States Treasury regulations proposed or in effect thereunder and applied to the Bonds or the use of the proceeds thereof, and also includes all amendments and successor provisions unless the context clearly requires otherwise.

Cost of Issuance: all items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale and issuance of Bonds and the financing and purchase of Qualified Mortgage Loans.

Counsel's Opinion: an opinion signed by any attorney or firm of attorneys (who may be employed by or of counsel to the Authority or an attorney or firm of attorneys retained by it in other connections) licensed to practice in the State, selected or employed by the Authority and satisfactory to the Trustee.

Credit Facility: a letter of credit, standby bond purchase agreement, bond insurance policy, credit commitment, line of credit, guaranty, surety bond or other credit facility, issued with respect to any Bonds by a state chartered banking Authority, national banking association or other financial institution or any insurance company with an investment grade rating on its outstanding long-term senior unsecured and uninsured obligations from any Rating Agency then rating the Bonds.

Depository: each financial institution appointed pursuant to Section 1101 to act as depository, and any successor thereof designated by or pursuant to Article XI.

Electronic Means: the following communications methods: e-mail, facsimile transmission, secure electronic transmission containing applicable authorization codes, passwords and/or authentication keys issued by the Trustee, or another method or system specified by the Trustee as available for use in connection with its services hereunder.

Escrow Payment: all payments made by or on behalf of an eligible borrower of a Mortgage Loan in order to obtain or maintain mortgage insurance or guaranty coverage of, and fire and other hazard insurance with respect to, a Mortgage Loan, and any payments required to be made with respect to such Mortgage Loan for taxes, other governmental charges and other similar charges required to be escrowed under the Mortgage.

Executive Director: the Executive Director of the Authority.

Fannie Mae*:* the Federal National Mortgage Association, its successors and assigns.

FHA: the Federal Housing Administration of the United States Department of Housing and Urban Development, or other agency or instrumentality created or chartered by the United

States of America to which the powers of the Federal Housing Administration have been transferred.

Fiscal Year: the period of twelve (12) calendar months commencing on July 1 in any calendar year and ending on June 30 in the following year.

Freddie Mac: the Federal Home Loan Mortgage Corporation, its successors and assigns.

Funds and ***Accounts***: Funds and Accounts, including any subaccounts, established pursuant to this General Indenture, any Supplemental Indenture, or any Series Indenture.

General Indenture: this General Indenture of Trust, dated as of September 1, 2026, as it may from time to time be amended, modified, or supplemented as herein provided.

GNMA: the Government National Mortgage Association, its successors and assigns.

Governmental Obligations: (a) direct obligations of the United States of America, and (b) obligations the timely payment of the principal of, and interest on, which is fully and unconditionally guaranteed by the United States of America, and (c) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (a) or (b).

Guaranteed Mortgage Securities: mortgage-backed securities guaranteed as to payment of principal and interest by GNMA, Fannie Mae, Freddie Mac, or any other agency or instrumentality of or chartered by the United States to which the powers of any of them have been transferred or which have similar powers to purchase or guarantee timely payment of Qualified Mortgage Loans.

Hedge Agreement: a payment exchange agreement, swap agreement, forward purchase agreement or any other hedge agreement entered into by the Authority providing for payments between the parties based on levels of, or changes in, interest rates or other indices or contracts to exchange cash flows or a series of payments or contracts, including, without limitation, interest rate floors, or caps, options, puts or calls, which allows the Authority to manage or hedge payment, rate, spread or similar risk with respect to all or a portion of any Series of Bonds or any assets pledged under this General Indenture; provided that such agreement shall be subject to and in full and continuing compliance with the "State Bond Commission Policy on Approval of Proposed Swaps, or other forms or Derivative Products Hedges, Etc.", adopted by the Louisiana State Commission on July 20, 2006, as to borrowings and other matters subject to approvals, including subsequent application and approval under said Policy of the implementation or use of any swaps or other products or enhancements covered thereby.

Hedge Provider: any person or entity providing a Hedge Agreement pursuant to an agreement with or upon the request of the Authority.

Home: real property and improvements thereon, including, but not limited to, a condominium unit, which consists of not more than four dwelling units owned by one Mortgagor.

Indenture: the definition set forth in Section 1115(Q) hereof.

Instructions: has the meaning set forth in Section 1115(Q) hereof.

Interest Payment Date: each date on which interest on any Series of Bonds is required to be paid under the applicable Series Indenture.

Interest Requirement: as of any particular date of computation, the sum of the unpaid interest then due plus the interest to accrue on all Outstanding Bonds to the first day of the following month, plus the additional amount of such interest to accrue to their next respective Interest Payment Dates. Interest Requirement shall also include any regular payments under a Qualified Hedge Agreement if so specified by a Series Indenture or an Officer's Certificate, but shall not include any fees, expenses or termination payments.

Investments: any of the following which at the time are certified to the Trustee in an Officer's Certificate as (a) legal investments for Bond Service Providers under the laws of the State for moneys held hereunder which are then proposed to be invested therein and (b) permitted by the then effective investment policy of the Authority:

(i) Governmental Obligations;

(ii) Direct and general obligations of any state within the United States of America or of any political subdivision of such a state, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by each Rating Agency then rating the Bonds at the request of the Authority;

(iii) Bonds, debentures, participation certificates, notes or other obligations issued or unconditionally guaranteed by any of the following: Federal Home Loan Banks, Farm Credit System (including the Bank for Cooperatives, Federal Land Banks, Federal Farm Credit Banks and Federal Intermediate Credit Banks), Fannie Mae, Farmer's Home Administration (or its successor, the Rural Housing and Community Development Service), GNMA, Small Business Administration, Resolution Funding Authority, or any other agency or Authority which has been or may hereafter be created by or pursuant to an Act of the Congress of the United States as an agency or instrumentality thereof;

(iv) Repurchase agreements, provided that such obligation is (1) rated in one of the three highest rating categories by any Rating Agency then rating the Bonds at the request of the Authority or (2) continuously and fully collateralized by such securities as are described above in clauses (i) through (iii), inclusive, which shall have a market value at all times equal to at least the principal amount of such obligation;

(v) Certificates of deposit, time deposits, demand deposits, and other deposit products, whether negotiable or nonnegotiable, issued by any bank or trust company organized under the laws of the United States or any state, provided that such certificates of deposit, time deposits, demand deposits, and other deposit products shall be either (1) continuously and fully insured by the Federal Deposit Insurance Corporation, or (2) continuously and fully collateralized by an irrevocable letter of credit issued by the United States of America or such securities as are described above in clauses (i) through (iii), inclusive, which shall have a market value at all times at least equal to the principal amount of such certificates of deposit, time deposits or demand deposits;

(vi) Money market funds registered under the Investment Company Act of 1940, whose shares are registered under the Securities Act of 1933, and having a rating by S&P of AAAm-G; AAA-m; or AA-m and if rated by Moody's rated Aaa, Aa1 or Aa2;

(vii) Stripped securities: principal-only strips and interest-only strips of noncallable obligations issued by the U.S. Treasury, and REFCORP securities stripped by the Federal Reserve Bank of New York; and

(viii) Guaranteed investment contracts or similar deposit agreements with insurance companies, banks or other financial institutions, unless such contract or agreement would adversely affect the then current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority.

Notwithstanding the foregoing, and subject to State law, it is expressly understood that the definition of Investments shall be, and be deemed to be, expanded and/or amended, or new definitions and related provisions shall be added to this General Indenture, thus permitting investments with different characteristics from those permitted which an Authorized Representative deems from time to time to be in the interest of the Authority, as reflected in an Officer's Certificate or in a Supplemental Indenture, unless at the time of inclusion such inclusion would adversely affect the then current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority, as certified in such Officer's Certificate or Supplemental Indenture.

Issue Date: the date as of which any Series of Bonds is issued and from which interest thereon accrues, as specified by the applicable Series Indenture in accordance with Section 202, and not the date assigned to a registered Bond pursuant to Section 601.

Liabilities: any and all causes of action (whether in contract, tort or otherwise), claims, actions, damages (including, but not limited to, consequential and punitive damages), demands, judgments, liabilities, losses, suits, fines, penalties, costs and expenses (including, without limitation, costs of investigation, attorney's fees and expenses, litigation and court costs, amounts paid in settlement and amounts paid to discharge judgments) of every kind, character and nature whatsoever.

Mortgage: a mortgage deed or other instrument securing a Mortgage Loan and constituting a lien on a Home, subject only to such encumbrances as are approved by the Authority.

Mortgage Lender: any bank, investment bank, mortgage bank or company, pension or retirement fund, savings bank, or savings and loan association which is authorized to do business in the State which is an FHA-USDA/RD-VA-approved Mortgagee, or qualified to sell mortgages to Fannie Mae or to Freddie Mac, or any agency or instrumentality of the United States or the State, making or holding a Mortgage Loan, whether for its own account or as agent of the Authority, and approved by the Authority.

Mortgage Loan: a loan to a Mortgagor, secured by a Mortgage on a Home and evidenced by a promissory note. The definition of "Mortgage Loan" shall not include, unless otherwise provided in a Series Indenture, any Mortgage Loan which is not credited to the Mortgage Loan Account, the Revenue Fund or other Fund or Account established under this General Indenture.

Mortgage Loan Accounts: the Accounts so designated which may be established pursuant to Section 303.

Mortgagor: the obligor or joint obligors on a Mortgage Loan.

Note: any obligation not designated as a bond, issued by the Authority pursuant to the Act to make or purchase an obligation which then, or thereafter becomes, a Qualified Mortgage Loan.

Officer's Certificate: a certificate signed by an Authorized Representative.

Outstanding: a reference as of any particular time to all Bonds theretofore delivered except (a) any Bond cancelled by the Trustee, or proven to the satisfaction of the Trustee to have been cancelled by the Authority or by any other Bond Service Provider, at or before that time, (b) any Bond for the payment or redemption of which either moneys or Investments in the amounts, of the maturities and otherwise described and required under the provisions of paragraph (B) or (D) of Section 1201 has been deposited with one or more Bond Service Providers in trust (whether upon or prior to the maturity or redemption date of the Bond) and, except in the case of a Bond to be paid at maturity, of which notice of redemption has been given or provided for in accordance with Article VII, (c) any Bond in lieu of or in substitution for which another Bond has been delivered pursuant to Article VI, Section 705 or Section 906 and (d) with respect to Section 905 and Section 1011, any Bond owned by the Authority.

Parity Test: the Value equals or exceeds one hundred percent (100%) of all Outstanding Bonds.

Paying Agent: any bank, financial institution or other organization appointed by or pursuant to Section 202 or Section 1102, its successor or successors and any other corporation or association which may at any time be substituted in its place pursuant to this General Indenture.

Persons or families of low or moderate income: an individual or household whose income qualifies as low income or moderate income as determined from time to time by the Authority's board of trustees in a manner consistent with federal housing programs.

Prepayment: any money received from the payment of principal on a Mortgage Loan in excess of the scheduled payments of principal then due or from the sale of a Mortgage Loan.

Principal Assets: as of any date of computation of Value, all Mortgage Loans, Guaranteed Mortgage Securities, deposited cash, and Investments in all Mortgage Loan Accounts, in the Reserve Fund, and in the Revenue Fund, other than Investments and cash held pursuant to Section 1201 or to pay accrued interest on Outstanding Bonds.

Principal Installment: as of any particular date of computation, an amount equal to the principal amount of Outstanding Bonds which mature on a single future date, reduced by the aggregate amount of any Sinking Fund Installments payable before that date toward the retirement of such Outstanding Bonds, but including the remaining amount as a Sinking Fund Installment payable on said future date.

Principal Installment Date: the date on which a Principal Installment is payable.

Principal Office: with respect to a Bond Service Provider, its principal or head office or corporate trust or principal trust office in the city in which the Bond Service Provider is described as being located.

Principal Requirement: as of any particular date of computation, for all Bonds then Outstanding, the sum of (i) all unpaid Principal Installments then due, plus (ii) all Principal Installments to become due within twelve (12) months thereafter.

Program: the Authority's programs of financing or purchasing Qualified Mortgage Loans, including the payment, when due, of principal of and redemption premium, if any, and interest on Notes and Bonds.

Program Expenses: all the Authority's expenses of administering the Program under this General Indenture and the Act and shall include without limiting the generality of the foregoing: salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus; insurance premiums, legal, accounting, management, consulting and banking services and expenses; the fees and expenses of the Trustee, any Depository and Paying Agent; Cost of Issuance not paid from proceeds of Bonds; payments to pension, retirement, health and hospitalization funds; Hedge Agreement payments so designated by an Authorized Representative including, without limitation, payments due upon the early termination of a Hedge Agreement; Credit Facility fees; bond insurer fees; financial advisory fees, rebate analyst fees, accounting and consulting fees, attorneys' fees, remarketing agent fees; and any other expenses and fees required or permitted to be paid by the Authority under the provisions of this General Indenture, any Supplemental Indenture or any Series Indenture, all to the extent properly allocable to the Program.

Qualified Hedge Agreement: a Hedge Agreement which meets the tests of Section 407.

Qualified Hedge Institution: (a) a bank, a trust company, a national banking association, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, a corporation, a trust, a partnership, an unincorporated organization, or a government or an agency, instrumentality, program, account, fund, political subdivision or corporation thereof, in each case the unsecured or uncollateralized long-term debt obligations of which, or obligations secured or supported by a letter of credit, contract, agreement or surety bond issued by any such organization, at the time a Qualified Hedge Agreement is entered into by the Authority are rated in any of the three highest rating categories by each Rating Agency then rating the Bonds at the request of the Authority, or (b) GNMA, Fannie Mae, Freddie Mac or any successor thereto, or any other federal agency or instrumentality the obligations of which are backed by the full faith and credit of the United States of America; and further provided that it is expressly understood that the definition of the Qualified Hedge Institution shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this General Indenture, thus permitting a Qualified Hedge Agreement with a different entity from those permitted which an Authorized Representative deems from time to time to be in the interest of the Authority, as reflected in an Officer's Certificate or in a Supplemental Indenture, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority, as certified in such Officer's Certificate or Supplemental Indenture.

Qualified Mortgage Loan: (a) a Mortgage Loan satisfying the conditions set forth in Section 304 or (b) a Guaranteed Mortgage Security backed by a pool of Qualified Mortgage Loans.

Rating Agency: a nationally recognized statistical rating organization which is registered with the United States Securities and Exchange Commission in accordance with the Credit Rating Agency Reform Act of 2006.

Redemption Price: as of any date of redemption before maturity, the principal amount of a Bond, or any portion thereof, plus the applicable premium, if any, payable upon redemption thereof in accordance with its terms.

Reserve Fund: the Fund so designated which is established and created by Section 401.

Reserve Requirement: as of any particular date of computation, an amount of money equal to the sum of the amounts required by each Series Indenture to be maintained in the Reserve Fund with respect to the Series of Bonds authorized thereby, if any.

Residential Housing: a specific work or improvement within the state undertaken primarily to provide decent, safe, and sanitary dwelling accommodations that are in compliance with Title II of the Americans with Disabilities Act, 42 U.S.C.A. § 12131 et seq., for persons of low or moderate income, including, but not limited to, the acquisition, construction, rehabilitation, or improvement of land, buildings, and improvements thereto in connection with condominiums, single family homes, townhouses, and non-housing facilities appurtenant thereto.

Revenue Fund: the Fund so designated which is established by Section 401.

Revenues: (a) all amounts received as repayment of principal, interest and all other charges received for, and all other income and receipts derived by the Authority from, Mortgage Loans and Guaranteed Mortgage Securities, including Prepayments, (b) moneys deposited in a sinking, redemption or reserve fund or other Fund or Account to secure Bonds or to provide for the payment of the principal of, premium or interest on Bonds, (c) all payments and receipts received by the Authority under a Qualified Hedge Agreement and (d) to the extent hereinafter provided, interest earnings or income received on moneys so deposited in any Fund or Account pursuant to this General Indenture and all other payments and receipts received with respect to Mortgage Loan, including the proceeds of any mortgage insurance claims (but excluding Service Charges, Escrow Payments, or other financing, commitment or similar fees or charges of the Authority or a Mortgage Lender at or prior to the time of financing or purchasing a Mortgage Loan).

Serial Bonds: Bonds so designated in a Series Indenture.

Series: all Bonds delivered on original issuance in a simultaneous transaction, regardless of variations in maturity, interest rate or other provisions, and any Bond thereafter delivered in lieu of or substitution for any of such Bonds pursuant to Article VI or Section 705 or 906.

Series Indenture: an indenture of the Authority authorizing the issuance of Bonds pursuant to Article II hereof.

Service Charge: any charge authorized to be deducted by a Servicer from payments on a Mortgage Loan and any reimbursement of the cost of servicing by the Authority, before deposit of the payments with the Trustee.

Servicer: the public or private institution (including the Trustee or a Depository) with which the Authority shall execute a Servicing Agreement.

Servicing Agreement: a contractual agreement of the Authority with a Servicer for the servicing of Qualified Mortgage Loans.

Sinking Fund Installment: any amount of money required by or pursuant to a Series Indenture to be paid on a specified date by the Authority toward the retirement of any particular Term Bonds before maturity.

Sinking Fund Installment Date: the date on which a Sinking Fund Installment is payable.

Special Program Fund: the Fund so designated which may be established pursuant to Section 307, including a general account and restricted account.

State: the State of Louisiana.

Subordinated Bonds: Bonds authorized by Section 205(C) of this General Indenture and issued pursuant to a Series Indenture which by their terms are junior in right of payment to Bonds.

Supplemental Indenture: any indenture of the Authority amending or supplementing this General Indenture, adopted and becoming effective in accordance with the terms of Articles VIII or IX.

Term Bonds: Bonds so designated in a Series Indenture.

Trust Estate: all Revenues, proceeds, Funds, Accounts, Qualified Mortgage Loans, rights, interests, collections, and other property pledged to the payment of any Bonds pursuant to Section 504 hereof or any Series Indenture.

Trustee: the trustee appointed by or pursuant to Section 1101, its successor or successors and any other Authority or association which may at any time be substituted in its place pursuant to this General Indenture.

Value: a periodic valuation of Principal Assets to be made in an Officer's Certificate, which may rely on the most recent Cash Flow Certificate, at the times required in Sections 203(B)(3) and 304(D) (and not for financial reporting as required in Section 506(B)), at amounts computed for the several categories of Principal Assets, respectively, as follows:

(1) (a) for a Mortgage Loan, the unpaid principal amount thereof;

(2) (b) for any amount of cash and Investments held in a Mortgage Loan Account at any computation date within two (2) years after the Issue Date of the Series of Bonds issued to establish the Mortgage Loan Account, the par amount thereof; and

(3) (c) for other Investments and deposits: (i) the principal amount or amortized cost of an Investment, whichever is lower, if it matures more than twenty-four (24) months after the date of computation or is held subject to a repurchase agreement and (ii) the principal amount of a deposit or of an Investment that matures within twenty-four (24) months after the date of computation and is not held subject to a repurchase agreement, provided further that (iii) accrued interest shall be excluded from each such computation.

Section 102. Interpretation.

The following principles govern the interpretation of other words and phrases used in this General Indenture:

(A) articles, sections, paragraphs and clauses mentioned by number only are those so numbered which are contained in this General Indenture;

(1) captions, titles or headings preceding any article or section herein, and any table of contents or index attached hereto, are solely for convenience of reference and are not part of this General Indenture and shall not affect its meaning, construction or effect;

(2) terms such as "herein," "hereunder," "hereby," "hereto" and "hereof" refer to this General Indenture and not to any particular section thereof unless so indicated; "heretofore" and "hereafter" mean before and after the date of adoption of this General Indenture, respectively;

(3) words importing the masculine or feminine gender include neuter genders;

(4) words importing the maturity of a Bond do not include or connote the becoming due of such Bond upon redemption thereof prior to maturity pursuant to this General Indenture or the payment of the Redemption Price thereof;

(5) words importing persons include firms, associations and authorities;

(6) words importing the redemption or redeeming or calling for redemption of a Bond do not include or connote the payment of such Bond at its stated maturity or the purchase of such Bond; and

(7) words importing the singular number include the plural number, and vice versa.

Section 103. Electronic Communications.

Any notice, direction or other communication given hereunder from the Authority to any Bond Service Provider, or from any Bond Service Provider to the Authority, may be given by sending it via e-mail or other Electronic Means in lieu of regular mail. In the case of e-mail or other Electronic Means, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender at the e-mail or other electronic address provided by each party, as updated from time to time. Any communication via Electronic Means shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m., Central Time, and otherwise on the next business day.

Section 104. Parties Interested Herein.

Nothing in this General Indenture is intended to confer upon any person, other than the Authority, the Bond Service Providers, the Holders of the Bonds and the Qualified Hedge Institutions, any right, remedy or claim under or by reason of this General Indenture or any covenant, stipulation, obligation, agreement or condition therein, all of which shall be for the sole and exclusive benefit of the Authority, the Bond Service Providers, the Holders of the Bonds and the Qualified Hedge Institutions.

Section 105. Law Applicable.

The interpretation and construction of this General Indenture are governed by the laws of the State.

Section 106. Severability.

If any provision, covenant or agreement in this General Indenture on the part of the Authority or any Bond Service Provider to be performed, or any application thereof to any particular circumstances, should be contrary to law, it shall be deemed separable from and shall in no way affect the validity of any other provision, covenant or agreement contained in, or application of, this General Indenture or these Bonds.

ARTICLE II

AUTHORIZATION OF BONDS

Section 201. Authorization; Limited Liability.

(A) To provide sufficient funds for the Program, and for the other purposes stated herein, Bonds of the Authority designated as "Single Family Mortgage Revenue Bonds" are authorized to be issued from time to time without limitation as to amount, except as provided in this General Indenture or by law, and shall be issued subject to the terms, conditions and limitations established in this General Indenture and in one or more Series Indentures adopted by the Authority. Each Series shall bear a letter or number designation, or such other designation so made by an Authorized Office sufficient to distinguish it from any other Series. Bonds of any Series may be authorized to be issued in the form of Serial Bonds or Term Bonds or both and may be issued in the form of long-term notes or in such other form as may be authorized in a Series Indenture.

(B) The Bonds shall be special, limited obligations of the Authority payable solely from the revenues and assets pledged therefor pursuant to this General Indenture and in any related Series Indenture. The Bonds shall contain on their face a statement, similar to the following:

THE BONDS, THE PREMIUM IF ANY, AND THE INTEREST THEREON ARE SPECIAL LIMITED OBLIGATIONS OF THE AUTHORITY PAYABLE SOLELY FROM THE TRUST ESTATE CREATED UNDER THE INDENTURE. THE BONDS DO NOT CONSTITUTE A GENERAL OBLIGATION OR A LOAN OF CREDIT OR A PLEDGE OF THE FULL FAITH AND CREDIT OR TAXING POWER OF THE AUTHORITY, THE STATE, OR OF ANY POLITICAL SUBDIVISION THEREOF, WITHIN THE MEANING OF ANY STATE CONSTITUTIONAL PROVISION OR STATUTORY LIMITATION AND SHALL NEVER CONSTITUTE NOR GIVE RISE TO A PECUNIARY LIABILITY OF THE AUTHORITY, THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE BONDS SHALL NOT CONSTITUTE, DIRECTLY OR INDIRECTLY, OR CONTINGENTLY OBLIGATE OR OTHERWISE CONSTITUTE A GENERAL OBLIGATION OF OR A CHARGE AGAINST THE GENERAL CREDIT OF THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER.

THE TRUSTEES, OFFICERS, OR EMPLOYEES OF THE AUTHORITY, OR ANY OTHER PERSON EXECUTING THE BONDS OF THE AUTHORITY SHALL NOT BE PERSONALLY LIABLE ON THE BONDS OR BE SUBJECT TO ANY PERSONAL LIABILITY OR ACCOUNTABILITY BY REASON OF THE ISSUANCE, SALE, OR DELIVERY THEREOF WHILE ACTING WITHIN THE SCOPE OF THEIR AUTHORITY.

Section 202. Series Indentures.

Each Series Indenture shall include a determination by the Authority that it is necessary to issue the Series of Bonds in the principal amount authorized thereby to provide sufficient funds to be used and expended for the Program and shall specify and determine as to that Series:

(A) the authorized principal amount;

(B) the purposes for which the proceeds may be used, which shall be to provide funds for one or more of the following:

(1) for the financing or purchase of Qualified Mortgage Loans;

(2) for the financing of Qualified Mortgage Loans previously made or purchased, including the retirement of Notes issued for that purpose as provided in Section 302(A);

(3) for the refunding of Outstanding Bonds, or other bonds referred to in Section 204(C), including any or all interest and redemption premiums thereon;

(4) to the extent possible while satisfying the Parity Test and the Cash Flow Test, for the funding through the Special Program Fund of other programs authorized by the Act;

(5) incident to these purposes, for the funding of a discount and the deposit of amounts determined by or pursuant to this General Indenture to be credited and paid into the Funds and Accounts referred to in Sections 204, 301, 307 and 401; and

(6) for any other purpose which (a) is permissible under the Act, (b) does not adversely affect the then current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority and (c) with respect to any Bonds the interest on which is or is intended to be exempt from federal income taxation, is permissible under the Code.

(C) the amounts to be deposited in the Funds or Accounts established under this General Indenture or such Series Indenture from the proceeds of the Bonds of such Series, or from other available funds of the Authority;

(D) that notwithstanding any other provisions of a Series Indenture, upon issuance, sale and delivery of the Bonds, so much of the proceeds shall be deposited in the Reserve Fund as is needed to establish a balance therein equal to the Reserve Requirement, computed with reference to all Outstanding Bonds and to the Bonds authorized by a Series Indenture, in accordance with the definition in Section 101 and the provisions of all applicable Series Indentures consistent therewith;

(E) the form, title, designation, denominations and manner of numbering and lettering of the Bonds;

(F) the date or dates of maturity of the Bonds, subject to the limitations set forth in the Act, if any, and the amount or amounts of each maturity;

(G) the Issue Date;

(H) the rate or rates or the manner of determining the rate or rates of interest on the Bonds and, if applicable, provisions relating to the accretion or compounding of interest on Bonds which do not pay interest on regular Interest Payment Dates but accrete or compound such interest to the maturity date (or an earlier designated date) unless redeemed prior to such date, and whether such interest is intended to be exempt from federal income taxation;

(I) the Interest Payment Dates;

(J) the Bonds which are Term Bonds (if any) and those which are Serial Bonds (if any);

(K) the amount and date of each Sinking Fund Installment for the Term Bonds of such Series, if any, required to be paid, and the Redemption Price or Prices to be paid upon the redemption of such Term Bonds by application of such Sinking Fund Installments;

(L) the Redemption Price or Prices and redemption date or dates and other terms of redemption (if any) of the Bonds;

(M) the Paying Agent or Agents, subject to Section 1102;

(N) the purchasers and terms of sale, or the manner in which the Bonds are to be sold and provisions for the sale thereof;

(O) the forms of the Bonds of such Series and the Trustee's certificate of authentication;

(P) the terms and conditions upon which the Authority expects to make or purchase Mortgage Loans, including the prices at which such Mortgage Loans shall be purchased and whether any mortgage pool insurance or private mortgage insurance shall be required, and to apply any repayments of Mortgage Loans made or purchased by the Authority in connection with such Series;

(Q) the Credit Facilities, if any, to be utilized in connection with such Series of Bonds;

(R) such additional Funds and Accounts as may be necessary; and

(S) any other provisions deemed advisable by the Authority, that are not in conflict with the provisions of this General Indenture or that are in substitution for the provisions of this General Indenture.

A Series Indenture may provide that any of the matters set forth in (A) through (S) above may be specified in an instrument supplementing such Series Indenture.

Section 203. Conditions Precedent to the Issuance of Bonds.

(A) After authorization by a Series Indenture and compliance with all requirements set forth therein, Bonds of a Series may be executed on behalf of the Authority and delivered to the purchasers or underwriters thereof, but only upon and subject to the further conditions stated in this Section or in Sections 604, 607, 609, 705 and 906.

(B) The Authority shall furnish or caused to be furnished to the Trustee:

(1) copies of this General Indenture and the applicable Series Indenture, certified by an Authorized Representative;

(2) a Counsel's Opinion that:

(i) this General Indenture and the applicable Series Indenture have been duly adopted by the Authority and are valid and binding upon it and enforceable in accordance with their terms;

(ii) this General Indenture creates the valid pledge which it purports to create; and

(iii) the principal amount of the Bonds to be issued and other obligations theretofore issued by the Authority do not exceed any legal limitation;

(3) an Officer's Certificate, which may rely on the Cash Flow Certificate specified in subsection (4) below, stating:

(i) the amount of the proceeds of the Bonds (and any other funds) to be credited to all Funds and Accounts referred to in Section 301 at the delivery of the Bonds;

(ii) that upon the issuance of such Series of Bonds the Parity Test and the Cash Flow Test will be satisfied;

(iii) that the issuance of the Bonds will have no material adverse effect on the ability of the Authority to pay, solely from the Trust Estate, all Principal Installments of and all Interest Requirements on all Bonds;

(iv) the provisions required in Section 204 or 302(A), if a Series Indenture directs the refunding of any Outstanding Bonds or other obligations;

(v) that the amount to be deposited in the Reserve Fund, if any, is sufficient to increase the amount in that Fund to the Reserve Requirement effective after the issuance of the Bonds; and

(vi) that upon the issuance of the Bonds and deposit of amounts in all Funds and Accounts as directed in an Officer's Certificate and the related Series Indenture, the Parity Test will be satisfied; and

(4) The Cash Flow Certificate as required by Section 510(A).

(C) The Trustee shall determine and certify that it has received the documents listed in paragraph (B) of this Section.

Section 204. Refunding Bonds.

(A) If a Series Indenture provides for the refunding of any Outstanding Bonds of one or more Series, an Officer's Certificate required in Section 203(B)(3) shall include irrevocable instructions to the Trustee, satisfactory to it:

(1) identifying the Bonds, interest, and redemption premiums, if any, to be refunded and identifying separately those Bonds to be paid at their respective maturity dates and those to be redeemed at specified Redemption Prices and on specified dates at which such Bonds may be redeemed from moneys held in the Revenue Fund and from other funds;

(2) directing the Trustee to make due notification or publication, if applicable, of a notice of redemption and refunding which shall include all information required in Section 704 with respect to the Bonds to be redeemed prior to maturity, shall also specify the Series and maturities of the Bonds or portions of Bonds to be paid at maturity, and shall identify the Bonds or portions thereof and interest and redemption premiums which are deemed to have been paid and as to which the covenants, agreements and other obligations of the Authority are deemed to be discharged and satisfied, by reason of the deposit to be made with the Trustee, as may be required by Section 1201(D); and

(3) stating that funds will be on deposit with the Trustee or deposited with the Trustee pursuant to an escrow agreement, as applicable, at or before the time of delivery of the refunding Bonds, sufficient to effect retirement of the Bonds, interest and redemption premiums to be refunded in accordance with the provisions of paragraph (B) of this Section.

(B) If any Outstanding Bonds are to be defeased in accordance with Section 1201 hereof, then at or before the time of delivery of Bonds issued to refund Outstanding Bonds, the Authority shall deposit with the Trustee, pursuant to an escrow agreement, an amount of money or Investments sufficient to comply with the provisions of Section 1201(D) with reference to all of the Bonds, interest and redemption premiums to be refunded, which shall be held by the Trustee in an escrow account created pursuant to such escrow agreement and which shall be separate from all Funds and Accounts created by or pursuant to this General Indenture, irrevocably in trust for, and assigned to, the respective Holders of Bonds being refunded, and used to pay, when due, the Principal Installments and Redemption Prices of and interest on said Bonds, in accordance with their terms and the terms of the notice of redemption and refunding required in paragraph (A) of this Section. In addition to the proceeds of refunding Bonds, the Authority may apply, or may direct the deposit in said escrow account, amounts held in any Fund or Account created by or pursuant to this General Indenture, which, by the terms of this General Indenture and applicable Series Indentures, are or may be pledged to the retirement of said Bonds, interest or redemption premiums.

(C) The Authority also reserves the privilege of providing by Series Indenture for the refunding of obligations issued under the provisions of any indenture, other than this General Indenture, issued for the purpose of financing Qualified Mortgage Loans, provided that:

(1) the Authority provides to the Trustee an Officer's Certificate stating that all necessary actions have been taken for the refunding and immediate discharge of the obligations of the Authority with reference thereto in accordance with the provisions of this Section 204 and of the indentures pursuant to which the obligations to be refunded were issued; and

(2) the money, investments and other assets and income held in and receivable by funds and accounts established by or pursuant to such indentures, to the extent required to satisfy the conditions precedent to the issuance of the refunding Bonds as stated in Section 203, are transferred to and/or deposited with the Trustee and subjected to the provisions of this General Indenture and, subject to such provisions, are pledged to the Trustee for the payment of the principal of, redemption premium, if any, and interest on the Bonds, at the times and in the manner provided in this General Indenture and any and all applicable Series Indentures.

(D) The Authority expressly reserves the right, to the extent now or hereafter permitted by law, of providing for the defeasance of the rights and obligations created by this General Indenture with respect to part or all of the Bonds of any Series, and with respect to the Principal Installments of or the interest payments thereon or both, and of providing for the payment from the proceeds of refunding Bonds, and from income from the investment thereof, of any part of the Principal Installments of or interest on the refunding Bonds, as well as the obligations refunded.

Section 205. Other Obligations.

(A) Except as provided in this Article II and in Section 307, the Authority covenants that it will not create or permit the creation of or issue any obligations or create any additional indebtedness which will be secured by an equal or superior charge or lien on the Trust Estate or will be payable on an equal or superior basis from any of the Funds or Accounts established and created by or pursuant to this General Indenture, including the Reserve Fund.

(B) The Authority has, prior to the issuance of the Bonds, issued, and subsequent to the issuance of the Bonds, the Authority expects to issue various series of bonds in connection with the financing of other programs or projects (said bonds together with any bonds issued by the Authority between the date hereof and issuance of the Bonds shall be referred to herein as the "***Other Bonds***"). Any pledge, mortgage, or assignment made in connection with any Other Bonds shall be protected, and any funds pledged or assigned for the payment of principal, premium, if any, or interest on the Other Bonds shall not be used for the payment of principal, premium, if any, or interest on the Bonds. Correspondingly, any pledge, mortgage, or assignment made in connection with the Bonds shall be protected and shall not be a charge or lien prohibited by paragraph (A) of this Section, and any funds pledged or assigned for the payment of the Bonds shall not be used for the payment of principal, premium, if any, or interest on the Other Bonds.

(C) The Authority expressly reserves the right to adopt one or more additional bond or note indentures, including a Series Indenture hereunder, and reserves the right to issue other obligations so long as they are not a charge or lien prohibited by paragraph (A) of this Section.

ARTICLE III

APPLICATION OF BOND PROCEEDS

Section 301. Deposit of Bond Proceeds.

The proceeds from the sale of each Series of Bonds, together with any other funds as may directed in the related Series Indenture, shall be deposited with the Trustee on the date of delivery of the Bonds and credited in the following amounts to the following trust funds and accounts, respectively:

(A) to the Reserve Fund, the amount, if any, needed to increase the balance therein to the Reserve Requirement;

(B) to the Revenue Fund, the amount, if any, of interest accrued on the Bonds from their Issue Date to their date of delivery;

(C) to any account or accounts established by the applicable Series Indenture or to the Special Program Fund, the amounts, if any, allocated to them respectively;

(D) to the Revenue Fund subaccount established by a Series Indenture or an escrow account to be held by the Trustee under an escrow agreement, as applicable, if any Outstanding Bonds or other obligations, interest or redemption premiums are directed by a Series Indenture to be refunded pursuant to Section 204, the amount needed for payment, or to provide for payment, of such principal, interest or redemption premiums; and

(E) to a Mortgage Loan Account, the remainder of the Bond proceeds, if any.

In addition, the Authority may apply the proceeds of any Series of Bonds as set forth in a related Series Indenture which (a) is permissible under the Act, (b) does not adversely affect the then current rating on the Bonds by each Rating Agency then rating the Bonds at the request of the Authority and (c) with respect to any Bonds, the interest on which is or is intended to be exempt from federal income taxation, is permissible under the Code.

Section 302. Temporary Accounts.

(A) Temporary accounts may be established by a Series Indenture or Officer's Certificate, including accounts to provide funds to be transferred to the Revenue Fund for the payment of interest to accrue on any Series of Bonds before Revenues are estimated to be available and sufficient for that purpose, to provide funds to pay the Cost of Issuance of any Series of Bonds, and to be applied to the payment of Notes. In each case moneys therein shall be applied as specified in a Series Indenture or Officer's Certificate creating the same. All interest and other income from time to time received from the deposit and investment of money in such an account, pending application to the purpose thereof, unless otherwise directed by the applicable Series Indenture or Officer's Certificate, shall be transferred as received to the Revenue Fund.

(B) If permitted by the terms of any Notes directed to be paid, a Series Indenture or an Officer's Certificate may provide for the satisfaction and discharge of the liability of the Authority with respect thereto in advance of the maturity of the Notes, by the investment of the Note payment account in Investments the principal of and interest on which will provide amounts sufficient, with any other money simultaneously deposited in the Note payment account, to pay the principal or Redemption Price of the Notes and interest due and to become due on the Notes on and prior to the maturity or redemption date, as the case may be, in the same manner and upon the same conditions as those provided for the satisfaction and discharge of the Authority's liability with respect to Bonds in Section 1201(D). In this event, the income accrued from the investment of the Note proceeds and the interest accrued on the Mortgage Loans financed by the Notes, prior to the issuance of the Bonds, shall be deposited with the Trustee in the Note payment account to the amount needed, with Bond proceeds held therein, to satisfy and discharge the Authority's liability with respect to the Notes.

Upon payment of the Notes, or upon prior satisfaction and discharge of the Authority's liability with respect thereto in accordance with the foregoing provisions, the undisbursed proceeds of the Notes shall be deposited in the Mortgage Loan Account established by a Series Indenture authorizing the issuance of the related Series of Bonds, all Revenues thereafter accruing from the Qualified Mortgage Loans financed by the Notes shall be deposited as received in the Revenue Fund, and all such Qualified Mortgage Loans and Revenues shall be subject to the pledge made and the security interest granted by this General Indenture. However, no security interest is granted by this General Indenture in any revenues or income accrued prior to the date of such satisfaction and discharge other than revenues or income directed by a Series Indenture or Officer's Certificate to be deposited in the Note payment account.

Section 303. Mortgage Loan Accounts.

(A) Each Series Indenture shall establish a separate Mortgage Loan Account to be held by the Trustee, to record the receipt and disbursement of any proceeds of the Series of Bonds therein authorized for the financing or purchase of Qualified Mortgage Loans or for the financing of Qualified Mortgage Loans previously made or purchased. Upon the acquisition of Qualified Mortgage Loans with proceeds of one or more Series of Bonds, the Trustee shall credit such Qualified Mortgage Loans to the applicable Account(s) under the Revenue Fund.

(B) The Trustee shall from time to time apply moneys held in each Mortgage Loan Account for the purpose of financing or purchasing Qualified Mortgage Loans or of reimbursing the Authority for payments made by it from other funds for that purpose, upon receipt by the Trustee of an Officer's Certificate, stating:

(1) the Mortgage Loan Account from which the payment is to be made and the amount, manner, and recipient of the payment, which may be made to the Authority or to a Mortgage Lender; and

(2) that each Qualified Mortgage Loan fully satisfies the provisions of Section 304.

(C) All such certificates received by the Trustee from the Authority may be relied upon by the Trustee and shall be maintained in its possession, subject at all times during normal business hours to inspection by the Authority.

(D) All interest and other income received from the deposit and investment of money in Mortgage Loan Accounts shall be transferred by the Trustee, as received, to the Revenue Fund.

(E) Each month during the period of disbursement of any Mortgage Loan Account, the Authority shall require a report in the form of an account statement to be made by an officer or employee of the Trustee covering all receipts and amounts then credited to the Mortgage Loan Account, as well as any securities specifically pledged or provided therefor, any investment thereof, and all disbursements made pursuant to the provisions of this Section.

(F) The Authority may by Officer's Certificate direct the Trustee to transfer amounts in any Mortgage Loan Account to the Account within the Revenue Fund relating to such Series of Bonds. The Authority may, by Officer's Certificate, direct the Trustee to retransfer any part or all of such amounts to the Mortgage Loan Account for disbursement in the manner provided in this Section.

(G) Notwithstanding any other provisions of this Section, the Trustee shall withdraw from any Mortgage Loan Account and transfer to the Revenue Fund such amounts at such time as are required under the provisions of Section 405 for the payment of Principal Installments of and interest on Bonds, when due and payable, or are directed by an Officer's Certificate to be so transferred pursuant to any provisions of Section 405.

Section 304. Qualification of Mortgage Loans.

(A) Each Qualified Mortgage Loan made, financed, or purchased from the proceeds of Bonds shall conform to the terms, conditions, provisions, and limitations stated in this Section 304 and any applicable Series Indenture except to the extent, if any, that a variance therefrom is required by any agency or instrumentality of the United States guaranteeing or insuring or otherwise assisting in the payment of the Qualified Mortgage Loan.

(B) Each Qualified Mortgage Loan purchased or financed by the Authority shall be made for the purpose of financing Residential Housing for a person or family of low or moderate income as defined in the Act and rules adopted by the Authority pursuant thereto.

(C) The Authority may participate in a Qualified Mortgage Loan with another party or parties, so long as the interest of each shall have equal priority as to lien in proportion to the amount of the Qualified Mortgage Loan secured, but such interests need not be equal as to interest rate, time or rate of amortization or otherwise.

(D) As of each Interest Payment Date, to the extent the Parity Test is not satisfied, the Authority will direct the Trustee to transfer moneys from the Special Program Fund to the Revenue Fund or to one or more Mortgage Loan Accounts. From the amount so transferred to Mortgage Loan Accounts, the Trustee shall purchase additional Qualified Mortgage Loans, and from the amount so transferred to the Revenue Fund, the Trustee shall purchase Investments, as directed by an Officer's Certificate, at prices such that the aggregate Value of such Qualified Mortgage Loans and Investments, with any cash retained from the amounts transferred, will increase so far as possible satisfy the Parity Test. The amount and use of funds transferred to any Mortgage Loan Account pursuant to this paragraph shall be subject to the following special conditions:

(1) the aggregate amount so transferred to a Mortgage Loan Account at any time shall not exceed the aggregate principal amount of Prepayments of Mortgage Loans theretofore made or purchased from that Account; and

(2) Mortgage Loans so purchased shall conform to all of the provisions of this Section 304.

(E) The Authority shall enter into a Servicing Agreement with respect to each Mortgage Loan unless it determines to service the Mortgage Loan itself.

Section 305. Program.

(A) The Authority shall from time to time, with all practical dispatch and in a sound and economical manner consistent in all respects with the Act as then amended and in effect and with the provisions of this General Indenture, use and apply the proceeds of the Bonds, to the extent not required by this General Indenture or any Series Indenture for other Program purposes, to make or purchase Qualified Mortgage Loans, shall do all such acts and things as are necessary to receive and collect Revenues, consistent with sound practices and principles, as may be necessary to receive and collect sufficient Revenues to pay Program Expenses and Principal Installments and interest on Outstanding Bonds when due in each Fiscal Year, and shall diligently enforce and take all steps, actions and proceedings reasonably necessary, in the judgment of the Authority, for the enforcement of all terms, covenants and conditions of Mortgages and Mortgage Loans.

(B) The Authority shall (i) file or cause to be filed with the Trustee a schedule of Mortgage Loans purchased or financed by the Authority identifying the same by reference to the Authority loan number, the name of the borrower, the address of the applicable property, the identification number, if any, of federal insurance or guarantee or private mortgage insurance, the principal amount due on the Mortgage Loan as of the date purchased, the interest rate on the Mortgage Loan and the term of the Mortgage Loan and (ii) register mortgage-backed securities in the name of the Trustee and, if the mortgage-backed securities are evidenced by physical certificates, shall deliver physical possession thereof to the Trustee.

(C) The Authority shall maintain an account for each Mortgage Lender having entered into a mortgage purchase agreement with the Authority and shall record therein a description of each Mortgage Loan purchased from such Mortgage Lender.

(D) The Authority reserves the right to transfer any amount from the Special Program Fund or other legally available funds to the Trustee for credit to the Revenue Fund in payment and satisfaction of a corresponding amount of the scheduled principal or interest payments on any Mortgage Loan or to advance such money to cure or avert a default on any Mortgage Loan. The Authority shall be entitled to recover from the Mortgagor any amounts so advanced, together with interest thereon at the rate payable on the Mortgage Loan, or to enforce its right to such recovery under the Mortgage Loan, but only after all other defaults thereunder have been cured.

(E) The Authority covenants that it will not consent to the modification of the security for or any terms or provisions of any Mortgage Loan or Mortgage in a manner detrimental to

Bondholders. The right is reserved to consent to a reduction in the interest rate on any Mortgage Loan, provided that the reduction does not impair any contract of insurance or guaranty of the Mortgage Loan, or a Guaranteed Mortgage Security backed in whole or in part by such Mortgage Loan.

(F) The Authority covenants that it will at all times appoint, retain and employ competent personnel or agents for the purpose of carrying out its programs, including the Program, and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of personnel and their compensation, to the end that all persons employed by the Authority shall be qualified for their respective positions.

(G) The Authority will not cause Bonds to be purchased or redeemed at any time, if such purchase or redemption would have a material adverse effect on the ability of the Authority to pay the Principal Installments of and interest on the remaining Outstanding Bonds.

Section 306. Enforcement and Foreclosure of Mortgages.

(A) Unless the Cash Flow Test has been satisfied, the Authority shall not sell a Qualified Mortgage Loan prior to default for an amount less than its outstanding principal balance. Upon foreclosure of a Mortgage, the Authority may bid for and purchase the Home covered thereby at the foreclosure or other sale thereof and may acquire and take possession of the Home, maintaining it in the place and stead of the Mortgagor, in the manner required by the terms and provisions of the Mortgage. Upon or after receipt of any Revenues with respect to any Mortgage Loan or acquisition of the Home from the Mortgagor in lieu of foreclosure, unless the Home is conveyed to the insurer of the Mortgage Loan thereon, the Authority may resell the Home to any party for cash, or may sell the same on a land sales or installment sales contract basis, at any price so long as such sale does not materially impair or adversely affect the rights or security of the Bondholders or the Trustee.

(B) Upon receipt of any Revenues with respect to any Mortgage Loan or from operation of the Home subject to the Mortgage, after foreclosure or conveyance of the Home to the Authority in lieu of foreclosure, in excess of the amounts needed to preserve title to and the value of the Home, the Authority shall transmit such Revenues to the Trustee for deposit in the Revenue Fund.

(C) Nothing in this General Indenture shall prohibit the Authority from causing a Mortgage Lender to repurchase a Mortgage Loan in accordance with the applicable mortgage purchase agreement.

Section 307. Special Program Fund.

(A) A Special Program Fund is established, to be held and applied by the Trustee, in which the Authority may deposit, at any time, any available funds not pledged under this General Indenture, including, but not limited to, proceeds of a Series of Bonds, or other funds previously pledged under an indenture securing obligations satisfied and discharged by the issuance of a Series of refunding Bonds, if such proceeds or other funds are not needed to accomplish such satisfaction and discharge. Money so deposited shall be held in a general account in the Special Program Fund and, until disbursed or committed to be disbursed as provided below, shall be available to restore deficiencies in other Funds and Accounts, as provided in this General Indenture.

(B) Subject to the foregoing, amounts in the general account in the Special Program Fund shall be disbursed or transferred, as directed by Officer's Certificates, to effectuate (i) loans by the Authority to provide special assistance to eligible sponsors, mortgagors or occupants of housing for persons and families of low and moderate income in paying the cost of development, rental or ownership of such housing or (ii) reappropriations to any fund or account pertaining to any other program for any purpose authorized by the Act, including the payment of accrued interest on Qualified Mortgage Loans purchased by the Trustee.

(C) The full amount committed at any time by the Authority for a special assistance loan shall be transferred by the Trustee to a separate restricted account in the Special Program Fund. Such loans shall be disbursed from the restricted account at times and in amounts directed by Officer's Certificates, and repayments thereof shall be credited upon receipt to the general account. The Authority also may direct the Trustee to establish one or more separate restricted accounts for any lawful purpose of the Authority, including security for any obligation of the Authority. Funds held in a restricted account or disbursed pursuant to reappropriation shall no longer be available for transfer to any other Fund or Account, except as provided in the directions to the Trustee relating to the establishment of such restricted account.

(D) Income from the investment of the Special Program Fund shall be credited to the general account therein.

(E) Unless otherwise set forth in a Series Indenture or an Officer's Certificate, at such time as any Series of Bonds is no longer outstanding and the related Series Indenture has been discharged, all moneys, assets and investments allocated to such Series (other than any cash and investments held by the Trustee in connection with a defeasance of such Series) shall be credited to the Special Program Fund.

ARTICLE IV

APPLICATION OF REVENUES

Section 401. Establishment of Funds and Accounts.

The following special Funds and Accounts are established, in addition to those which are or may be established pursuant to Article III, all of which shall be held by the Trustee or by a Depository in the name of the Trustee:

(A) a Revenue Fund; and

(B) a Reserve Fund.

In addition, the Authority may establish or direct the Trustee to establish such other Funds, Accounts or Subaccounts pursuant to a Series Indenture or an Officer's Certificate as the Authority deems necessary in connection with any Series of Bonds.

Section 402. Deposit of Revenues.

The Authority will collect and deposit or will cause Servicers to collect and deposit all Revenues derived from Qualified Mortgage Loans with the Trustee, or with Depositories in the name of the Trustee, on the date of receipt or as soon thereafter as practicable. The Trustee shall credit all such receipts to the Revenue Fund and the applicable Accounts therein.

Section 403. Revenue Fund.

On or before each Interest Payment Date, principal payment date and redemption date, as applicable, and at such other times as may be directed by an Officer's Certificate, the Trustee shall withdraw from any money in the Revenue Fund and make the following payments, or credit to each of the following Funds and Accounts, the amount indicated in the following tabulation or so much thereof as remains after first making such payment or paying into each Fund or Account preceding it in the following tabulation the amount indicated:

(A) to pay debt service on the Bonds (including Sinking Fund Installments) as provided in Section 404 hereof, and any payments to a Hedge Provider pursuant to Section 407(B)(2) hereof;

(B) to pay the Redemption Price of any Bonds called for redemption in accordance with Article VII hereof and any Series Indenture;

(C) to the purchase of Bonds designated in an Officer's Certificate pursuant to Section 702 hereof, at a purchase price not exceeding the Redemption Price applicable on the next date when such Bonds are redeemable pursuant to the applicable Series Indenture (provided that such purchase price may exceed the applicable Redemption Price if and to the extent the amount of such excess shall be paid from moneys not pledged under this General Indenture, or moneys which could otherwise be released to the Authority pursuant to Section 403(G) hereof), provided that such Bonds shall not be purchased during the period of twenty-five (25) days next preceding the redemption date designated in an Officer's Certificate;

(D) to the Reserve Fund, the amount, if any, needed to increase the amount therein to the Reserve Requirement;

(E) to one or more Mortgage Loan Accounts or to pay Program Expenses or payments to a Hedge Provider pursuant to Section 407(B)(4) hereof, as may be directed in any Series Indenture or Officer's Certificate;

(F) to one or more other Funds or Accounts as may be established by and as may be directed in any Series Indenture or Officer's Certificate; and

(G) the remainder shall be held in the Revenue Fund until and unless directed by Officer's Certificate to be transferred (i) to the Special Program Fund, (ii) to make payments to a Hedge Provider pursuant to Section 407(B)(4) hereof or (iii) such remainder or any part thereof may be directed by an Officer's Certificate to be withdrawn for use for any purpose authorized by the Act, free and clear of any lien or pledge created by this General Indenture. Notwithstanding anything herein to the contrary, transfers from the Revenue Fund as permitted above shall take place only after the filing of an Officer's Certificate demonstrating that Value equals or exceeds one hundred two percent (102%) of all Outstanding Bonds and the Cash Flow Test will still be satisfied after giving effect to such withdrawal or transfer.

Section 404. Debt Service.

(A) The Trustee shall withdraw from the Revenue Fund (except any amount required to pay Bonds previously called for redemption) an amount equal to the unpaid interest due on the Bonds on each Interest Payment Date and shall cause it to be applied to the payment of said interest when due, or shall transmit it to one or more Paying Agents, who shall apply it to such payment.

(B) If the withdrawals required under paragraph (A) of this Section have been made, the Trustee shall then withdraw from moneys in the Revenue Fund (except any amount required to pay Bonds previously called for redemption), an amount equal to the principal amount of the Outstanding Bonds, if any, maturing on each Principal Installment Date, and shall cause it to be applied to the payment of the principal of said Bonds when due or transmit it to one or more Paying Agents who shall apply it to such payment.

(C) The Trustee shall withdraw from the Revenue Fund (except any amount required to pay Bonds previously called for redemption) an amount equal to the Sinking Fund Installments due and payable with respect to the Outstanding Bonds on that date, and shall cause such amount to be applied to the purchase or redemption of such Bonds, in the manner provided in this Section and Section 702, provided that no such Bonds shall be so purchased during the period of twenty-five (25) days next preceding the Sinking Fund Installment Date established for such Bonds. The price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) from such moneys for any Bond purchased pursuant to this Section shall not exceed the Redemption Price applicable on the next date on which such Bond could be redeemed in accordance with its terms as part of a Sinking Fund Installment. Subject to the limitations set forth and referred to in this Section, the Trustee shall purchase Bonds at such times, for such prices, in such amounts and in such manner (whether after advertisement for tenders or otherwise) as the Trustee in its discretion may determine and as may be possible with the amount of money so available. If, on any date, there shall be money set aside or designated for such purpose and there shall be Outstanding none of the Bonds for which such amount was set aside or designated, such amount shall no longer be deemed so set aside or designated.

(D) As soon as practicable after the thirtieth (30^{th}) day and before the twenty-fifth (25^{th}) day prior to each Sinking Fund Installment Date, the Trustee shall select by lot and call for redemption on that date the principal amount of the Bonds to be redeemed, and on that date the Trustee shall apply, or transmit it to one or more Paying Agents to apply, the money set aside or designated for such purpose to the payment of the Redemption Price of the Bonds so called for redemption.

Section 405. Deficiencies in the Revenue Fund.

(A) Not later than twenty-five (25) days before each Interest Payment Date and each Principal Installment Date, the Trustee shall notify the Authority in writing if the aggregate amount in the Revenue Fund is expected to be insufficient to pay the interest and all Principal Installments then due and payable and shall state the estimated amount of such deficiency. Within ten (10) days after receiving any such notice, the Authority shall deliver to the Trustee an Officer's Certificate stating the amount, if any, which the Authority will pay to the Trustee, or will direct the Trustee to transfer within five (5) days thereafter, for deposit in said Accounts, from the general account in the Special Program Fund, from a designated Mortgage Loan Account or from the proceeds of refunding Bonds.

(B) If the amount in the Revenue Fund five (5) days before any Interest Payment Date is not sufficient to pay all interest then due or is not sufficient to pay all Principal Installments then due, the Trustee shall withdraw the amount of such deficiency from the Reserve Fund for credit to the Revenue Fund to make such payments.

(C) If there remains a deficiency in the Revenue Fund after withdrawing all money in the Reserve Fund, the Trustee shall transfer money to restore the deficiency from any other Fund or Account established by this General Indenture, except as may be otherwise expressly set forth in any Series Indenture or Supplemental Indenture.

Section 406. Reserve Fund.

(A) If the Revenue Fund lacks sufficient and available amounts to provide for the payment when due of Principal Installments and interest on the Bonds, the Trustee shall withdraw from the Reserve Fund and pay into the Revenue Fund the amount of the deficiency. The Trustee shall notify the Authority in writing prior to any such withdrawal from the Reserve Fund.

(B) If, on the Principal Installment Date, all withdrawals from the Reserve Fund have been made as required on the same or any prior date by any other provision of this General Indenture, within five (5) days thereafter the Trustee shall withdraw any amount therein in excess of the Reserve Requirement and credit it to the Revenue Fund unless otherwise directed in an Officer's Certificate.

(C) The Authority shall at all times maintain the Reserve Fund with the Trustee and shall do and perform or cause to be done and performed each and every act and thing with respect to the Reserve Fund provided to be done or performed by or on behalf of the Authority or the Trustee under the terms and provisions of this Article IV and of the Act.

(D) The Authority may satisfy the Reserve Requirement by the deposit of a surety bond, insurance policy or letter of credit as shall be specified in a Series Indenture establishing such Reserve Requirement. All matters relating to the procedures for making a claim or draw under such credit instruments and the obligation of the Authority to reimburse the issuer of any such credit instruments for any such claims or draws shall be set forth in a Series Indenture establishing such Reserve Requirement; provided, however, that the obligation of the Authority to reimburse such issuer shall be subordinate to the payment of the principal of and interest on the Bonds.

(E) No amount shall be withdrawn from or paid out of the Reserve Fund except as provided in this Section.

Section 407. Hedging Transactions.

(A) A Hedge Agreement is a Qualified Hedge Agreement if (1) at the time of execution of such Hedge Agreement, the provider of the Hedge Agreement is a Qualified Hedge Institution or the provider's obligations under the Hedge Agreement are unconditionally guaranteed by a Qualified Hedge Institution and (2) the Authority designates the Hedge Agreement as a Qualified Hedge Agreement by an Officer's Certificate.

(B) If the Authority shall enter into any Qualified Hedge Agreement with respect to any Bonds and the Authority has made a determination that the Qualified Hedge Agreement was entered into for the purpose of hedging or managing the interest due with respect to specified Bonds, then during the term of the Qualified Hedge Agreement and so long as the Hedge Provider of the Qualified Hedge Agreement is not in default:

> (1) for purposes of any calculation of debt service, the interest rate on the Bonds with respect to which the Qualified Hedge Agreement applies shall be determined as if such Bonds had interest payments equal to the interest payable on those Bonds less any payments reasonably expected to be made to the Authority by the Hedge Provider and plus any payments reasonably expected to be made by the Authority to the Hedge Provider in accordance with the terms of the Qualified Hedge Agreement (other than fees, expenses or termination payments payable to or received from such Hedge Provider for providing the Qualified Hedge Agreement);
>
> (2) any such payments (other than fees, expenses and termination payments) required to be made by the Authority to the Hedge Provider pursuant to such Qualified Hedge Agreement shall be made from amounts on deposit in the Revenue Fund pursuant to Section 403(A), and are entitled to the same security afforded to Bondholders by this

General Indenture for payments made pursuant to such Section 403(A), unless otherwise specified by the Authority to be paid from other moneys;

(3) any such payments received by or for the account of the Authority from the Hedge Provider pursuant to such Qualified Hedge Agreement shall constitute Revenues immediately subject to the pledge of this General Indenture and be deposited in the Revenue Fund;

(4) fees not equivalent to regular Bond debt service payments, as well as expenses and termination payments, if any, payable to the Hedge Provider may be paid from amounts on deposit in the Revenue Fund pursuant to Section 403(E) or 403(G), as applicable, or such other funds as are specifically designated by the Authority, in each case if and to the extent expressly provided in the Qualified Hedge Agreement or applicable Series Indenture; and

(5) all calculations and determinations in this Section 407 shall be evidenced by an Officer's Certificate provided to each Bond Service Provider, which shall certify that the requirements of this Section 407 have been met and shall direct that such Bond Service Provider shall take such actions as are specified in this Section 407 and such Officer's Certificate.

ARTICLE V

PARTICULAR COVENANTS

Section 501. General.

The Authority hereby particularly covenants and agrees with the Trustee and with the Holders of the Bonds and makes provisions which shall be a part of its contract with such Holders, to the effect and with the purpose set forth in the following provisions and Sections of this Article. The provisions of this Article shall be effective from and after the time of the delivery of the Authority of the first Bond issued under this General Indenture.

Section 502. Payment of Bonds.

The Authority shall duly and punctually pay or cause to be paid the principal of and interest on the Bonds, at the dates and places and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall pay or cause to be paid to the Trustee any part of any Sinking Fund Installments pursuant to any provision of this General Indenture, all solely from the Trust Estate pledged hereunder and any other assets pledged pursuant to a Series Indenture; provided, that the Bonds shall be special, limited obligations of the Authority as set forth more fully in Section 201 hereof.

Section 503. Payment of Lawful Charges.

The Authority shall pay all taxes and assessments or other municipal or governmental charges, if any, lawfully levied or assessed upon the Authority or in respect of the Program or upon any revenue therefrom, when the same shall become due, and shall duly observe and comply with all valid requirements of any municipal or governmental authority relative to any part of the Program, and shall not create or suffer to be created any lien or charge upon the Revenues, or upon the Funds or Accounts created by this General Indenture, except the pledge and lien created by this General Indenture for the payment of the principal and Redemption Price and interest on the Bonds.

Section 504. Pledge of Trust Estate.

The Trust Estate is hereby pledged to the payment of the principal and Redemption Price of, Sinking Fund Installments with respect to, and interest on the Bonds in accordance with the terms and provisions of this General Indenture, and the Trustee is hereby granted a security interest therein subject only to the provisions of this General Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in this General Indenture. The Trustee shall cause to be filed or recorded all such financing statements, continuation statements and other instruments as may be necessary to perfect, and maintain perfection, the security interests created by this Section 504 to the extent that such perfection can be accomplished by such filing, and the Trustee shall provide a copy of any such filing to the Authority promptly upon the filing thereof.

In addition, the Authority may pledge additional assets and revenues to the Bonds or any Series of Bonds pursuant to a Supplemental Indenture or a Series Indenture.

Section 505. Tax Covenants.

The provisions of this Section 505 apply only to the Bonds as to which the related Series Indenture shall determine that interest thereon shall be excludable from gross income for federal income tax purposes. The Authority shall not take, or cause to be taken, any action or fail to take any action which may render interest on the Bonds subject to inclusion in gross income for federal income tax purposes and shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Authority on the Bonds shall not be includable in gross income for federal income tax purposes.

The Authority covenants and certifies to and for the benefit of the Holders of the Bonds from time to time Outstanding that so long as any of the Bonds remain Outstanding, moneys on deposit in any Fund or Account in connection with the Bonds, whether or not such moneys were derived from the proceeds of the sale of the Bonds or from any other sources, will not be used in a manner which will cause the Bonds to be classified as "arbitrage bonds" within the meaning of Sections 143 and 148 of the Code. Pursuant to such covenant, the Authority obligates itself, to the extent permitted by law, to comply throughout the term of the issue of the Bonds with the arbitrage requirements of Sections 143 and 148 of the Code.

Section 506. Accounts and Reports.

(A) The Authority shall keep, or cause to be kept, proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Program and all Funds and Accounts established by or pursuant to this General Indenture, which shall at all reasonable times be subject to the inspection of the Trustee.

(B) Annually, within six (6) months after the close of each Fiscal Year, the Authority shall cause a report of audit of its financial records and an Auditor's Opinion with respect thereto to be made and filed with the Trustee. The report shall show (i) revenues and expenses for the Fiscal Year and (ii) assets, liabilities and fund balances at the end of the Fiscal Year, including all Funds and Accounts established by this General Indenture (which may be consolidated). Notwithstanding any other provision of this General Indenture, revenues and expenses shall be accrued, and assets shall be valued in such manner as is deemed by the Authority and the accountant issuing the Auditor's Opinion to be necessary to present fairly the results of operations for the Fiscal Year and the financial position of such Funds and Accounts at the end of the Fiscal Year in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding Fiscal Year.

Section 507. Compliance with Conditions Precedent.

Upon the Issue Date of any of the Bonds, all conditions, acts and things required by law or by this General Indenture or applicable Series Indenture to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, and such Bonds, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by law.

Section 508. Further Assurance.

At any and all times, the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged, and delivered by the parties within its control, all such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning or confirming all and singular the rights, Revenues, Funds and Accounts pledged, assigned and established pursuant to this General Indenture, including the moneys, securities and Investments hereby pledged or assigned, or assigned in trust, or intended so to be, or which the Authority may hereafter become bound to pledge or assign in trust.

Section 509. Powers as to Bonds and Pledge.

The Authority is duly authorized, pursuant to law, to authorize and issue the Bonds, to adopt this General Indenture and to pledge the Trust Estate established by this General Indenture, including the money, Investments and securities therein purported to be pledged, in the manner and to the extent provided in this General Indenture, and to assign, transfer and set over unto the Trustee in trust the proceeds of the sale of the Bonds held in such Funds or the Accounts thereof or any securities or Investments purchased with such proceeds of the sale of Bonds, including the income thereof, purported to be so assigned in trust by this General Indenture, in the manner and to the extent provided in this General Indenture. The Trust Estate so pledged and the proceeds of sale of the Bonds so held in trust are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment in trust created by this General Indenture, and all corporate action on the part of the Authority to that end has been duly and validly taken. The Bonds and the provisions of this General Indenture are and will be the valid and legally enforceable obligations of the Authority in accordance with their terms and the terms of this General Indenture. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the Trust Estate so pledged under this General Indenture, and the assignment in trust of the proceeds of sale of the Bonds created by this General Indenture, and all the rights of the Bondholders and any other rights secured under this General Indenture, against all claims and demands of all persons whomsoever.

Section 510. Cash Flow Certificates.

(A) The Authority shall file or cause to be filed a Cash Flow Certificate with the Trustee (i) whenever Bonds are issued pursuant to Section 203 hereof, (ii) prior to or concurrent with the issuance or conversion (i.e., in conjunction with the resetting of the interest rate thereon) of any Series of Bonds, (iii) no later than six (6) months following the end of each Fiscal Year and (iv) at such other times as required by this General Indenture or as may be required by a Supplemental Indenture, and may file a Cash Flow Certificate at any time in its discretion; provided that the Authority is not required to file a Cash Flow Certificate as aforesaid if the Authority certifies to the Trustee that the assumptions for the most recently filed Cash Flow Certificate still reflect the Authority's reasonable expectations; and provided further that the Authority is not required to file a Cash Flow Certificate as required by (iii) above if the Authority notifies each Rating Agency then rating the Bonds at the request of the Authority of the Authority's intention to not prepare a new Cash Flow Certificate and each such Rating Agency does not object to the same within ten

(10) days, in which case such most recently filed Cash Flow Certificate shall be deemed a newly filed Cash Flow Certificate as required aforesaid.

(B) A Cash Flow Certificate shall set forth projected Revenues, Program Expenses and the interest payments and Principal Installments for each Bond Year during which Bonds will be Outstanding based upon the reasonable expectations of the Authority at the time such Cash Flow Certificate is filed. The Cash Flow Certificate shall set forth the assumptions upon which the estimates therein are based, and which assumptions shall be based upon the Authority's reasonable expectations at the time such Cash Flow Certificate is filed. Except with respect to actions being taken contemporaneously with the delivery of a Cash Flow Certificate, events reflected in a Cash Flow Certificate may be as of a date or reasonably adjusted to a date not more than six (6) months prior to the date of delivery of such statement.

(C) The listing of Revenues from Mortgage Loans and Investments shall be supported by a schedule identifying the Mortgage Loans, Guaranteed Mortgage Securities and Investments by maturity and interest rate.

ARTICLE VI

GENERAL TERMS AND PROVISIONS OF BONDS

Section 601. Medium of Payment; Form and Date.

(A) The Bonds shall be payable, with respect to interest, principal, and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts.

(B) The Bonds of each Series shall be issued in the form of fully registered Bonds as more fully specified by a Series Indenture.

(C) Registered Bonds of each Series shall be dated and shall bear interest payable as specified in a Series Indenture; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds of any Series shall be in default, the registered Bonds of such Series issued in lieu of Bonds surrendered for transfer or exchange shall bear interest from the date to which interest has been paid in full on the Bonds surrendered.

Section 602. Legends.

The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this General Indenture as may be necessary or desirable to comply with custom, or otherwise, as may be determined by the Authority prior to the delivery thereof.

Section 603. Execution.

The Bonds shall be executed in the name of the Authority by the manual or facsimile signature of its Authorized Representative. In case any one or more of the trustees, officers or employees of the Authority who shall have signed any of the Bonds or whose signature appears on any of the Bonds shall cease to be such director, officer or employee before the Bonds are actually delivered, such Bonds may, nevertheless, be delivered as herein provided and may be issued as if the persons who signed them or whose signature appears thereon had not ceased to hold such office or be so employed. Any Bond of a Series may be signed on behalf of the Authority by such persons as at the actual time of the execution of such Bond shall be duly authorized or hold the proper office in or employment by the Authority, although as the Issue Date of the Bonds of such Series such persons may not have been authorized or have held such office or employment. However, no Bond shall be entitled to any benefit under this General Indenture or any Series Indenture, or be valid or obligatory for any purpose, until and unless the Trustee has executed thereon a certificate authenticating the same, manually signed by a person authorized by the Trustee to execute such certificate on its behalf.

Section 604. Interchangeability.

Registered Bonds, upon surrender thereof at the Principal Office of the Trustee, with a written instrument of transfer satisfactory to the Trustee, duly executed by the registered owner or his or her attorney duly authorized in writing, may, at the option of the registered owner thereof, be exchanged for an equal aggregate principal amount of registered Bonds of the same Series and maturity.

Section 605. Negotiability, Transfer and Registry.

All the Bonds issued under this General Indenture shall be negotiable, subject to the provisions for registration and transfer contained in this General Indenture, a Series Indentures and in the Bonds. So long as any of the Bonds shall remain Outstanding, the Trustee shall maintain and keep, at the Principal Office of the Trustee, books for the registration and transfer of Bonds, and upon presentation of Bonds for registration or transfer at said office, the Trustee shall register or cause to be registered in the books for registration and transfer, and permit to be transferred in such books, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit the exchange of Bonds at the Principal Office of the Trustee.

Section 606. Record Date; Special Record Date.

Except as may be otherwise provided in a Series Indenture, interest on each Bond shall be payable to the owner in whose name such Bond is registered at the close of business on the fifteenth (15th) day (whether or not a business day) preceding each Interest Payment Date, without regard to any transfer or exchange of such Bond after such day, unless the Authority shall default in the payment of interest due on such Bond on such Interest Payment Date, in which case such defaulted interest shall be payable to the owner in whose name such Bond is registered at the close of business on a special record date for the payment of such defaulted interest established by notice transmitted by the Trustee to the owners of such Bonds not less than fifteen (15) days preceding such special record date. Such notice shall be transmitted to the owners whose names such Bonds are registered at the close of business on the fifth (5th) day (whether or not a business day) preceding the date of transmission.

Section 607. Transfer of Registered Bonds.

(A) Each registered Bond shall be transferable only upon the books of the Trustee, at the Principal Office of the Trustee, by the registered owner thereof in person or by his or her attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the registered owner or his or her duly authorized attorney. Upon the transfer of any such registered Bond, the Authority shall execute and the Trustee shall authenticate and deliver a new registered Bond or Bonds in the name of the transferee of the same aggregate principal amount and Series and maturity as the surrendered Bonds.

(B) The Authority and any Bond Service Provider may deem and treat the person in whose name any Outstanding registered Bond shall be registered upon the books of the Authority as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such registered owner or upon his or her order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; neither the Authority nor any Bond Service Provider shall be affected by any notice to the contrary.

Section 608. Regulations for Exchange and Transfer.

In all cases in which the privilege of exchanging Bonds or transferring registered Bonds is exercised, the Authority shall execute and deliver Bonds in accordance with the provisions of this General Indenture. All Bonds surrendered in any such exchanges or transfers shall be held by the Trustee in safekeeping until directed by the Authority to be cancelled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. The Authority shall not be obligated to make any such exchange or transfer of Bonds of any Series during the ten (10) days next preceding an Interest Payment Date on the Bonds of such Series or, in the case of any proposed redemption of Bonds of such Series, then during the ten (10) days next preceding the date of the first transmission of notice of such redemption.

Section 609. Bonds Mutilated, Destroyed, Stolen or Lost.

In case any Bond shall become mutilated or be destroyed, stolen or lost, the Authority, at the expense of the owner of such Bond, shall execute, and the Trustee shall thereupon authenticate and deliver a new Bond of like Series, maturity and principal amount as the Bond so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond or in lieu of and substitution for the Bond destroyed, stolen or lost, upon filing with the Authority and the Trustee evidence of such destruction, theft, or loss satisfactory to it and giving indemnity satisfactory to the Trustee and the Authority and complying with such other reasonable regulations as the Trustee and the Authority may prescribe and paying such expenses as the Trustee and the Authority may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it and delivered to, or upon the order of, the Authority. The Authority shall advise the Trustee and Paying Agents by an Officer's Certificate of the issuance of substitute Bonds.

Section 610. Temporary Bonds.

Until the definitive Bonds of any Series are prepared, the Authority may execute, in the same manner as is provided in Section 603, and upon the request of the Authority, the Trustee shall authenticate and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof and to exchangeability for Bonds, one or more temporary Bonds which shall be registered as to principal and interest. Such temporary Bonds shall be substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in denominations or maturity amounts authorized by the Authority in the related Series Indenture, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The installments of interest payable on such temporary Bonds shall be payable only upon presentation of such temporary Bonds for notation thereon of the payment of such interest. The Authority at its own expense shall prepare and execute and, upon the surrender of such temporary Bonds, for exchange and cancellation, the

Trustee shall authenticate and, without charge to the Holder thereof, deliver in exchange therefor, at the principal or corporate trust office of the Trustee, definitive Bonds, of the same aggregate Principal Amount and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in all respects be entitled to the same benefits and security as definitive Bonds authenticated and issued pursuant to this General Indenture. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be cancelled by the Trustee.

Section 611. Extension of Payment of Bonds.

The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds by the purchase or funding of such Bonds or by any other arrangement; in case the maturity of any of the Bonds shall be extended, such Bonds shall not be entitled, in case of any default under this General Indenture, to the benefit of this General Indenture or to any payment out of any assets of the Authority or the funds (except funds held in trust for the payment of particular Bonds) held by any Bond Service Provider, except subject to the prior payment of the principal of all Bonds issued and Outstanding the maturity of which has occurred and has not been extended. Nothing herein shall be deemed to limit the right of the Authority to issue refunding Bonds as provided in Article II hereof, and such issuance shall not be deemed to constitute an extension of the maturity of any Bond.

Section 612. Money Held for Particular Bonds.

The amounts held by any Bond Service Provider for the payment of the interest, principal or Redemption Price due on any date with respect to particular Bonds shall, pending such payment, be set aside and held in trust by it for the Holders of the Bonds, and for the purposes of this General Indenture, such interest, principal or Redemption Price, after the due date thereof, shall no longer be considered to be unpaid. Anything in this General Indenture to the contrary notwithstanding, any moneys held by a Bond Service Provider in trust for the payment and discharge of any of the Bonds which remain unclaimed for five (5) years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Bond Service Provider at such date, or for five (5) years after the date of deposit of such moneys if deposited with the Bond Service Provider after the said date when all of the Bonds became due and payable, shall, at the written request of the Authority, be repaid by the Bond Service Provider to the Authority, as its absolute property and free from trust, and the Bond Service Provider shall thereupon be released and discharged.

Section 613. Cancellation of Bonds; Exception.

All Bonds surrendered for redemption, payment, replacement or exchange, if surrendered to the Trustee, shall be promptly cancelled by it, and, if surrendered to any person other than the Trustee, shall be delivered to the Trustee and, if not already cancelled, shall be promptly cancelled by it. The Authority may at any time deliver to the Trustee for cancellation any Bonds previously authenticated and delivered hereunder, which Bonds so delivered shall be promptly cancelled by the Trustee. All cancelled Bonds held by the Trustee shall be destroyed by a method selected by the Trustee. The Trustee shall cancel and destroy such Bonds in accordance with its retention policy then in effect.

Notwithstanding the foregoing, and subject to State Law, Bonds purchased by the Authority shall not be cancelled to the extent that upon such purchase the Authority shall have delivered to the Trustee (i) a Certificate of an Authorized Representative to the effect that such Bond is being purchased with the intention that it will be resold rather than cancelled and (ii) in the event the interest on such Bonds is excludable from the gross income of the recipient thereof for purposes of federal income taxation, a Counsel's Opinion to the effect that the failure to cancel the Bond will not adversely affect such excludability.

Section 614. Book-entry Form of Bonds.

Notwithstanding anything herein to the contrary, the Authority may elect, in the related Series Indenture, that Bonds for a particular Series be registered pursuant to a book-entry system, without certificates being provided or available to the registered owner thereof.

ARTICLE VII

REDEMPTION OF BONDS

Section 701. Procedure and Prices.

The Bonds of any Series which are redeemable prior to maturity shall be subject to redemption by or on behalf of the Authority prior to maturity, upon receipt by the Trustee of an Officer's Certificate referred to in Section 702 and upon notice as provided in this Article, to such extent, through application of such moneys, at such time or times, in such order and on such other terms and conditions as shall be provided by this General Indenture and the applicable Series Indenture and, in all cases, at a price equal to the principal amount of each Bond or portion thereof to be redeemed, plus such redemption premium or differing redemption premiums (if any), as shall be set forth in said Bonds and applicable upon such redemption, together with interest accrued to the redemption date. If less than all of the Bonds of such Series of like maturity then Outstanding are to be redeemed, the particular Bonds to be redeemed shall be selected by lot in such manner as the Trustee may determine unless otherwise provided by a Series Indenture as to the Bonds therein authorized.

Section 702. Selection of Bonds To Be Purchased or Redeemed.

(A) Any Bonds to be purchased or redeemed by the Trustee, except as part of a Sinking Fund Installment, shall be purchased or redeemed by the Trustee only upon receipt by the Trustee of an Officer's Certificate determining or certifying the following:

(1) the Series of Bonds to be purchased or redeemed;

(2) the maturities within such Series from which Bonds are to be purchased or redeemed;

(3) the principal amount and maximum price of Bonds within such maturities to be purchased or redeemed;

(4) if any of the Bonds to be purchased or redeemed, as designated in clauses (1) through (3) above, are Term Bonds, the years in which Sinking Fund Installments are to be reduced and the amount by which the Sinking Fund Installments so determined are to be reduced, provided that the aggregate of such reductions in Sinking Fund Installments shall equal the aggregate principal amount of Term Bonds to be purchased or redeemed; and

(5) that upon purchase or redemption of Bonds pursuant to the determinations made under the provisions of clauses (1) through (4) hereinabove, the Authority will be in compliance with its covenant contained in paragraph (C) of this Section 702.

(B) The Authority shall give written notice to the Trustee of its election to redeem Bonds which are subject to optional redemption and of the redemption date at least twenty-five (25) days prior to the redemption date or at such later date as shall be acceptable to the Trustee. If the required notice of redemption shall have been given, the Authority covenants that it will, prior to the redemption date, pay to the Trustee an amount of cash which, in addition to any other moneys available therefor held by the Trustee, will be sufficient to redeem at the Redemption Price thereof, plus interest accrued to the redemption date, all of the Bonds which are to be redeemed; provided that if the notice of redemption shall have been conditioned on the availability of funds, the Trustee or the Authority shall pay over such sums as are so available.

(C) The Authority will not at any time cause Bonds to be purchased or redeemed, if this would have any material adverse effect on its ability to pay, when due, the Principal Installments of and interest on the Bonds Outstanding after such purchase or redemption.

Section 703. Selection of Bonds To Be Redeemed.

In the event of redemption of Bonds of like Series and maturity, the Trustee shall assign to each registered Bond of such Series and maturity then Outstanding a distinctive number for each denomination of the principal amount of each Bond set forth in the applicable Series Indenture and shall select by lot, or by such method of selection as it shall deem proper in its discretion, and from the numbers so assigned to such registered Bonds, as many numbers as, at such denomination for each number, shall equal the amount of such Bonds to be redeemed. The Bonds to be redeemed shall be the Bonds of the authorized denomination bearing the numbers so selected, but only so much of the amount of each such registered Bond shall be redeemed as shall equal such denomination for each number assigned to it and so selected. For the purposes of this Section, Bonds or portions of Bonds which have theretofore been selected by lot for redemption shall not be deemed Outstanding.

Section 704. Notice of Redemption.

When the Trustee shall be required or authorized, or shall receive notice from the Authority of its election pursuant to Section 702, to redeem Bonds, the Trustee shall, in accordance with the terms and provisions of the Bonds and of this General Indenture and applicable Series Indenture, select the Bonds to be redeemed and shall give notice, in the name of the Authority, of the redemption of Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, any conditions to be satisfied prior to such redemption, the redemption date and the place or places where amounts due upon such redemption will be payable, and if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and in the case of a registered Bond to be redeemed in part only, such notice shall also specify the portion thereof to be redeemed. Such notice shall further state that, if all conditions (if any) to the redemption have been satisfied as of such date, on such date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portion thereof in the case of a registered Bond to be redeemed in part only, with interest accrued to such date, and that from and after such date, interest thereon shall cease to accrue and be payable; provided that, if the redemption is conditioned upon funds being available therefor on the redemption date, the notice shall so state. Such notice shall be given in such manner as may be required by a Series Indenture. The Trustee shall also transmit a copy of such notice not less than twenty (20) days before such redemption date (or such shorter period as may be acceptable to the then-registered owner), to the registered owner of any Bond, all or a portion of which is to be redeemed at his or her last address, if any, appearing upon the registry books, but failure so to transmit any such notice shall not be a condition precedent to or affect the validity of any proceedings for the redemption of Bonds. If at the time of transmission of a notice of redemption there shall not have been deposited with the Trustee moneys sufficient to redeem all the Bonds called for redemption and such notice states that redemption is conditional upon the deposit of the redemption moneys with the Trustee not later than the opening of business on the redemption date, such notice shall be of no effect unless such moneys are so deposited.

Section 705. Payment and Cancellation of Bonds Redeemed and Purchased.

Notice having been given in the manner provided in Section 704 (and if said notice shall have been conditioned on the availability of funds on the redemption date, then to the extent such funds are so available), the Bonds or portions thereof called for redemption and specified in said notice shall become due and payable on the redemption date specified in said notice at the Redemption Prices thereof applicable on such date, plus unpaid interest on said Bonds or portions thereof accrued to such date, and upon presentation and surrender thereof at the place or places specified in said notice together with a written instrument of transfer duly executed by the registered owner thereof or by his or her attorney duly authorized in writing, said Bonds or portions thereof shall be paid at the said Redemption Prices, plus unpaid interest on said Bonds or portions thereof accrued to such date. If there shall be so called for redemption less than all of a registered Bond, the Authority shall execute and cause to be delivered, upon the surrender of such Bond to the Trustee, without charge to the owner thereof, for the unredeemed balance of the principal amount of the registered Bond so surrendered, at the option of the owner thereof, Bonds of like Series, designation, interest rate and maturity. If, on such redemption date, money for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest thereon accrued and unpaid to such date, shall be held by or on behalf of the Trustee so as to be available therefor on such date, and if notice of redemption thereof shall have been published as aforesaid, then, from and after such redemption date, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable, and said Bonds or portions of Bonds shall no longer be considered Outstanding hereunder. All money held by or on behalf of the Trustee for the redemption of particular Bonds shall be held in trust for the account of the Holders of the Bonds so to be redeemed. All Bonds redeemed or purchased in accordance with the provisions of this General Indenture shall be cancelled by the Trustee.

Notwithstanding the foregoing, and subject to State law, Bonds purchased by the Authority shall not be cancelled to the extent that upon such purchase the Authority shall have delivered to the Trustee (i) a Certificate of an Authorized Representative to the effect that such Bond is being purchased with the intention that it will be resold rather than cancelled and (ii) in the event the interest on such Bonds is excludable from the gross income of the recipient thereof for purposes of federal income taxation, a Counsel's Opinion to the affect that the failure to cancel the Bond will not adversely affect such excludability.

ARTICLE VIII

SUPPLEMENTAL INDENTURES

Section 801. Supplemental Indentures Effective Upon Filing.

For any one or more of the following purposes, and at any time or from time to time, an indenture supplementing this General Indenture may be adopted, which indenture, upon filing with the Trustee of a copy thereof certified by an Authorized Representative, shall be fully effective in accordance with its terms:

(A) to close this General Indenture against or provide limitations and restrictions in addition to the limitations and restrictions contained in this General Indenture on the issuance in future of Bonds or of other notes, bonds, obligations or evidence of indebtedness;

(B) to add to the covenants or agreements of the Authority in this General Indenture, other covenants or agreements to be observed by the Authority which are not contrary to or inconsistent with this General Indenture as theretofore in effect;

(C) to add to the limitations or restrictions in this General Indenture, other limitations or restrictions to be observed by the Authority which are not contrary to or inconsistent with this General Indenture as theretofore in effect;

(D) to surrender any right, power or privilege reserved to or conferred upon the Authority by this General Indenture;

(E) to confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by, this General Indenture, of the Revenues or any other money, securities, Funds or Accounts; or

(F) to specify, determine or authorize by Series Indenture any and all matters and things relative to the Bonds of a Series or the proceeds thereof which are not contrary to or inconsistent with this General Indenture as theretofore in effect.

Section 802. Supplemental Indentures Effective Upon Consent of Trustee.

For any one or more of the following purposes and at any time or from time to time, an indenture of the Authority, amending or supplementing this General Indenture, may be adopted, which, upon (i) filing with the Trustee of a copy thereof certified by an Authorized Representative and (ii) filing with the Trustee and the Authority of an instrument in writing made by the Trustee consenting to such indenture, shall be fully effective in accordance with its terms:

(A) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this General Indenture;

(B) to insert such provisions clarifying matters or questions arising under this General Indenture as are necessary or desirable and are not contrary to or inconsistent with this General Indenture as theretofore in effect, all as certified to the Trustee in an Officer's Certificate; or

(C) to make any other change as shall not be, in the opinion of the Trustee, materially adverse to the security or other interests of the Bondholders (and the Trustee may rely upon the respective written opinions of each Rating Agency then rating the Bonds at the request of the Authority as to whether the rating of the Bonds will be adversely affected as conclusively establishing whether the change is materially adverse to the security of the Bondholders).

Section 803. Supplemental Indentures Not Affecting Bondholders.

At any time or from time to time, an indenture of the Authority amending or supplementing this General Indenture may be adopted, modifying any of the provisions of this General Indenture or releasing the Authority from any of the obligations, covenants, agreements, limitations, conditions or restrictions therein contained, provided that (i) no Bonds are Outstanding at the time the indenture becomes effective or (ii) such indenture, by its terms, is applicable only to the obligations, covenants, agreements, limitations, conditions and restrictions of and upon the Authority in relation to the Holders of Bonds issued after it becomes effective. Any such indenture shall become effective upon adoption or at such other time as may be provided therein.

Section 804. Restriction on Amendments.

This General Indenture shall not be modified or amended in any respect, except as provided in and in accordance with and subject to the provisions of this Article and Article IX. Nothing in this Article or Article IX contained shall affect or limit the right or obligation of the Authority to pass, make, do, execute, acknowledge or deliver any indenture, act, deed, conveyance, assignment, transfer or assurance pursuant to the provisions of Article V or the right or obligation of the Authority to execute and deliver to any Bond Service Provider any instrument which elsewhere in this General Indenture it is provided shall be delivered to said Bond Service Provider.

Section 805. Adoption and Filing of Supplemental Indentures.

Any indenture of the Authority referred to and permitted or authorized by Section 801, 802 or 803 may be adopted by the Authority without the vote or consent of any of the Bondholders, but shall become effective only on the conditions, to the extent and at the time provided in said Sections, respectively. Every such indenture so becoming effective shall thereupon form a part of this General Indenture. The copy of every such indenture when filed with the Trustee shall be accompanied by a Counsel's Opinion to the effect that such indenture has been duly and lawfully adopted by the Authority in accordance with the provisions of this General Indenture, is authorized or permitted by the provisions of this General Indenture and, when effective, will be valid and binding upon the Authority and enforceable in accordance with its terms.

Section 806. Authorization to Trustee.

The Trustee is authorized to accept the delivery of a certified copy of any indenture of the Authority referred to and permitted or authorized by Section 801, 802 or 803, to consent to such indenture and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on a Counsel's Opinion that such indenture is authorized or permitted by the provisions of this General Indenture or contains no provisions which are contrary to or inconsistent with this General Indenture as theretofore in effect, and the Trustee shall be entitled to receive such opinion and to so rely.

ARTICLE IX

AMENDMENTS

Section 901. Transmission of Notice of Amendment.

Any provision in this Article relative to the mailing of a notice or other paper to Bondholders shall be fully complied with if it is transmitted only (i) to each registered owner of any Bonds then Outstanding at her last address, if any, appearing upon the registry books and (ii) to the Trustee.

Section 902. Powers of Amendment.

Any modification or amendment of this General Indenture and of the rights and obligations of the Authority and of the Holders of the Bonds, in any particular, may be made by a Supplemental Indenture with the written consent, given as hereinafter provided in Section 903, of the Holders of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given; provided, however, that if such modification or amendment, by its terms, will not take effect so long as any Bonds of any specified Series, maturity and interest rate remain Outstanding or will not affect the obligations, covenants, agreements, limitations, conditions and restrictions of and upon the Authority in relation to the Holders of such Bonds, the consent of the Holders of such Bonds shall not be required, and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section; provided, further, that no such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or the rate of interest thereon without the consent of the Holder of such Bond, or shall reduce the percentages or otherwise affect the description of Bonds, the consent of the Holders of which is required to effect any such modification or amendment. Such modification or amendment shall not change or modify any of the rights or obligations of any Bond Service Provider without the filing with the Trustee of the Bond Service Provider's written assent thereto.

Section 903. Consent of Bondholders.

The Authority may at any time adopt and file an indenture of the Authority making a modification or amendment permitted by the provisions of Section 902, to take effect when and as provided in this Section. A copy of such indenture, together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, shall be transmitted by the Authority to Bondholders (but failure to transmit such copy and request shall not affect the validity of such indenture when consented to as in this Section provided). Such indenture shall not be effective unless and until, and shall take effect in accordance with its terms when there shall have been filed with the Trustee (i) the written consents of Holders of the percentage of Outstanding Bonds specified in Section 902 and (ii) a Counsel's Opinion stating that such indenture has been duly and lawfully adopted by the Authority in accordance with the provisions of this General Indenture, is authorized or permitted by the provisions of this General Indenture, and, when effective, will be valid and binding upon the Authority and enforceable in accordance with its terms. Each such consent shall be effective only if accompanied by evidence as provided by Section 1202 that such consent has been executed by a Holder of Bonds as of the date such consent is given. Any such consent shall be binding upon the Holder of the Bonds giving such consent and upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), but, notwithstanding the provisions of Section 1202, such consent may be revoked in writing by the filing with the Trustee, not later than the time when the written statement of the Trustee hereinafter in this Section provided for is filed, such a revocation and such a revocation and, if such Bonds are transferable by delivery, proof that such Bonds are held by the signer of such revocation in the manner permitted by Section 1202. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with the Trustee. At any time after the Holders of the required percentage of Bonds have filed their consents to such indenture, the Trustee shall make and file with the Authority a written statement that the Holders of such required percentage of Bonds have filed and given such consents and that proof of the holding of such Bonds has been examined and found sufficient by the Trustee under the provisions of Section 1202. Such written statement shall be conclusive that such consents have been so filed and have been given. At any time thereafter notice, stating in substance that such indenture (which may be referred to as an indenture adopted by the Authority on a stated date a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentage of Bonds and will be effective as provided in this Section, and may be transmitted to Bondholders (but failure to transmit such notice shall not prevent such indenture from becoming effective and binding as in this Section provided). The Authority shall file with the Trustee proof of transmitting such notice to Bondholders. A record, consisting of the papers required or permitted by this Section to be made by or filed with the Trustee, shall be proof of the matters therein stated. Such indenture making such modification or amendment shall be deemed conclusively binding upon the Authority, the Bond Service Providers and the Holders of all Bonds at the expiration of thirty (30) days after the filing with the Trustee of proof of the transmission of such last-mentioned notice, except in the event of a final decree of a court of competent jurisdiction setting aside such indenture in a legal action or equitable proceeding for such purpose commenced within such thirty (30) day period; provided, however, that any Bond Service Provider and the Authority, during such thirty (30) day period and any further period during which any such action or proceeding may be pending, shall be entitled in their absolute discretion to take such action, or to refrain from taking such action, with respect to such amendment as they may deem expedient.

Section 904. Modifications by Unanimous Consent.

Notwithstanding anything contained in Article VIII or in the foregoing provisions of this Article, the terms and provisions of this General Indenture, and the rights and obligations of the Authority and the Holders of the Bonds, in any particular, may be modified or amended in any respect upon the adoption by the Authority and filing in accordance with the provisions of Article VIII of an amending indenture of the Authority making such modification or amendment and the consent to such indenture of the Holders of all of the Bonds then Outstanding, such consent to be given and proved as provided in Section 903, except that no notice to Bondholders, either by mailing or publication, shall be required; provided, however that no such modification or amendment shall change or modify any of the rights or obligations of any Bond Service Provider without the filing with the Trustee of the Bond Service Provider's written assent thereto.

Section 905. Exclusion of Bonds.

Bonds owned or held by or for the account of the Authority shall be excluded and shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action under this Article, the Authority shall furnish the Trustee an Officer's Certificate, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 906. Notation on Bonds.

Bonds delivered after the effective date of any action taken as in Article VIII or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and upon demand of the Holder of any Bond Outstanding at such effective date and presentation of such Bond for the purpose at the Principal Office of the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority, to conform to such action may be prepared and delivered, and upon demand of the Holder of any Bond then Outstanding may be exchanged, without cost to such Bondholder, for Bonds of the same Series, designation, maturity and interest rate then Outstanding, upon surrender of such Bonds. Every Holder of any Outstanding Bond shall, however, by his or her purchase and retention of such Bond, be deemed to consent to be bound by every Supplemental Indenture and every modification and amendment of this General Indenture adopted in accordance with the provisions of Article VIII or this Article, whether or not noted or endorsed on or incorporated in such Bond.

Section 907. Contracts or Indentures.

The Authority, so far as it may be authorized by law, may enter into a contract or an indenture with any Bond Service Provider giving effect to any modification or amendment of this General Indenture as hereinabove in Article VIII or this Article provided.

ARTICLE X

REMEDIES ON DEFAULT

Section 1001. Powers of Trustee.

The Authority hereby determines that there shall be, and there hereby are, vested in the Trustee, in addition to all its property, rights, powers and duties mentioned or referred to in any other provision of this General Indenture, the rights, powers and duties in this Article provided, in trust for the Bondholders. The Trustee shall exercise during the continuance of an Event of Default such of the rights and powers vested in it by this General Indenture and shall use the same degree of care and skill in their exercise, as a prudent person would use under the circumstances in the conduct of his or her own affairs.

Section 1002. Events of Default.

Each of the following shall constitute an event of default under this General Indenture and is herein called an "***Event of Default***":

(A) interest on any of the Bonds is not paid on any date when due, or the principal or Redemption Price of any Bonds is not paid at maturity or at a redemption date at which the Bonds have been called for redemption;

(B) Bonds subject to redemption by operation of Sinking Fund Installments shall not have been redeemed and paid and ceased to be Outstanding on any Sinking Fund Installment Date of a principal amount equal to the Sinking Fund Installment fixed or established with respect to such Bonds for said date;

(C) a default shall be made in the observance or performance of any covenant, contract or other provision contained in the Bonds, this General Indenture, any Supplemental Indenture or applicable Series Indenture and such default shall continue for a period of ninety (90) days after written notice to the Authority from a Bondholder or from the Trustee specifying such default and requiring the same to be remedied; or

(D) there shall be filed a petition seeking a composition of indebtedness of the Authority under any applicable law or statute of the United States or of the State.

Section 1003. Enforcement by Trustee.

Upon the happening and continuance of an Event of Default described in any of the clauses of the preceding Section 1002 (and after written notice to the Authority in the case of Events of Default described in clauses (A) and (B) thereof), the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the Holders of all Bonds, and any other persons secured hereunder, may proceed, and upon the written request of Bondholders as provided in Section 1008, shall proceed, subject to the provisions of Section 1103, to protect and enforce its rights and to the full extent that the Holders of such Bonds themselves might do, the rights of such Bondholders under the laws of the State or under this General Indenture by such suits, actions or proceedings in equity or at law, either for the specific performance of any covenant or contract contained herein or in aid or execution of any power herein granted or for any proper legal or equitable remedy, as the Trustee shall deem most effectual, to protect and enforce the rights aforesaid. The Trustee shall not be deemed to have knowledge of any Event of Default, other than those specified in clause (A) or clause (B) of Section 1002, unless the Trustee is specifically notified in writing by Holders of a majority in principal amount of the Series of Bonds to which such Event of Default relates or by the Authority, and in the absence of any such notice, the Trustee may conclusively assume that no such Event of Default exists.

Section 1004. Representation of Bondholders by Trustee.

The Trustee is hereby irrevocably appointed (and the Bondholders, by accepting and holding the same, shall be conclusively deemed to have appointed the Trustee and to have mutually covenanted and agreed, each with the other, not to revoke such appointment) the true and lawful attorney in fact of the Bondholders with power and authority, at any time in its discretion:

(A) pursuant to this General Indenture or the Act or any law, after the happening of an Event of Default, (i) by mandamus or other prerogative writ or action in lieu thereof or by other suit, action or proceeding in equity or at law, to enforce all rights of the Bondholders, including the right to require the Authority and the members and officers thereof to fulfill any covenant or agreement with the Bondholders and to perform its and their duties under this General Indenture and the Act, (ii) to bring suit upon the Bonds, (iii) by action or suit in equity, to require the Authority to account as if it were a trustee of an express trust for the Bondholders, (iv) by action or suit in equity to enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders, (v) to declare the Series of Bonds to which such Event of Default relates to be immediately due and payable by delivery of written notice of acceleration to the Authority, (vi) to file a proof of claim in a bankruptcy or similar such proceeding on behalf of the Holders of the Series of Bonds to which such Event or Events of Default relates, as creditors or (vii) to take such action with respect to any and all Mortgages, as the Trustee shall deem necessary and appropriate, subject to the terms of such Mortgages; and

(B) to make and file in any proceeding in bankruptcy or judicial proceeding for reorganization or liquidation of the affairs of the Authority, either in the respective names of the Bondholders or on behalf of all the Bondholders as a class, any proof of debt, amendment of proof of debt, petition or other document, to receive payment of any sums becoming distributable to the Bondholders, and to execute any other papers and documents and do and perform any and all such acts and things as may be necessary or advisable, in the opinion of the Trustee, to have the respective claims of the Bondholders against the Authority allowed in any bankruptcy or other proceeding.

Section 1005. Limitation on Powers of Trustee.

Nothing in this General Indenture contained shall be deemed to give power to the Trustee, either as such or as attorney in fact of the Bondholders, to vote the claims of the Bondholders in any bankruptcy proceeding; to accept or consent to any plan of reorganization, readjustment, arrangement or composition or other like plan; by other action of any character, to waive or change any right of any Bondholders; or to give consent on behalf of any Bondholder to any modification or amendment of this General Indenture requiring such consent or to any indenture requiring such consent pursuant to the provisions of Article VIII or Article IX.

Section 1006. Action by Trustee.

(A) All rights of action under this General Indenture or upon any of the Bonds, enforceable by the Trustee, may be enforced by the Trustee without the possession of any of the Bonds, or the production thereof on the trial or other proceedings relative thereto, and any such suit, action or proceeding instituted by the Trustee may be brought in its name for the ratable benefit of the Holders of said Bonds, subject to the provisions of this General Indenture.

(B) In the enforcement of any rights under this General Indenture, the Trustee shall be entitled to sue for, enforce payment of and receive any and all amounts then or during any default becoming, and at any time remaining, due for principal, interest or otherwise under any of the provisions of the Act or this General Indenture or of the Bonds with interest on overdue payments, together with any and all costs and expenses of collection and of all proceedings hereunder and under such Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondholders, and to recover and enforce judgment or decree against the Authority for any portion of such amounts remaining unpaid, with interest, costs and expenses as aforesaid, and to collect, in any manner provided by law, the moneys adjudged or decreed to be payable.

(C) In any action, suit or other proceeding by the Trustee, the fees, counsel fees and expenses of the Trustee shall constitute taxable costs and disbursements, and all costs and disbursements, allowed by the court, shall be a first charge on the Revenues.

Section 1007. Accounting and Examination of Records After Default.

The Authority covenants with the Trustee that if an Event of Default shall have happened and shall not have been remedied:

(A) the books of record and account of the Authority relating to the Program and all records relating to the Program shall at all reasonable times be subject to the reasonable inspection and use of the Trustee and of its agents and attorneys for purposes in furtherance of the provisions of this Article X; and

(B) the Authority, whenever the Trustee shall demand, will account as if it were the trustee of an express trust for all Revenues and other money, securities and Funds and Accounts pledged or held under this General Indenture for such period as shall be stated in such demand.

Section 1008. Restriction on Bondholder's Action.

(A) No Holder of any Bond shall have any right to institute any suit, action or proceeding in equity or at law for the enforcement of any provision of this General Indenture or for the execution of any trust hereunder or for any other remedy hereunder, unless:

(1) such Holder previously shall have given to the Authority and the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted;

(2) after the occurrence of such Event of Default, written request shall have been made of the Trustee to institute such suit, action or proceeding by the Holders of not less than a majority in principal amount of the Bonds then Outstanding or if such Event of Default is one described in clause (A) or clause (B) of Section 1002, by the Holders of not less than a majority in principal amount of the Bonds then Outstanding of the Series with respect to which such Event of Default has happened;

(3) there shall have been offered to the Trustee security and indemnity satisfactory to it against the costs and liabilities to be incurred therein or thereby;

(4) the Trustee shall have refused or neglected to comply with such request within a reasonable time; and

(5) such suit, action or proceeding is brought for the ratable benefit of all Holders of all Bonds, subject to the provisions of this General Indenture.

(B) No Holder of any Bond shall have any right in any manner whatever by his or her action to affect, disturb or prejudice the pledge of Revenues or any other moneys, securities, Funds or Accounts hereunder, or, except in the manner and on the conditions in this Section provided, to enforce any right or duty hereunder.

Section 1009. Application of Money after Default.

(A) All money collected by the Trustee at any time pursuant to this Article shall, subject to Section 1006(B), except to the extent, if any, otherwise directed by the court, be paid by the Trustee into the Revenue Fund and other funds described in Article IV, and shall at all times be held, transferred, withdrawn and applied as prescribed by the provisions of Article IV, particularly Section 403 thereof.

(B) If at any time the amounts in the Revenue Fund and any other funds held by the Authority or Bond Service Providers available for the payment of interest or principal or Redemption Price then due with respect to Bonds shall be insufficient for such payment, such amounts (other than amounts held for the payment or redemption of particular Bonds as provided in Section 612) shall be applied as follows:

First: to the payment to the persons entitled thereto of all installments of interest then due (including regularly scheduled payments due under a Qualified Hedge Agreement which are equivalent to Bond interest, but not including fees, expenses or payments due upon the early termination of a Qualified Hedge Agreement), in the order of the maturity of such installments, and if the amount available shall not be sufficient to pay in full any installment, then to the payment thereof ratably, according to the amounts due on such installment, to the persons entitled thereto, without any discrimination or preference; and

Second: to the payment to the persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by required call for redemption as part of a Sinking Fund Installment, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds so due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the persons entitled thereto, without any discrimination or preference.

(C) If the principal of all the Bonds shall have become or have been declared due and payable, such amounts (other than amounts held for the payment or redemption of particular Bonds as provided in Section 612) shall be applied to the payment of the principal and interest (including regularly scheduled payments due under a Qualified Hedge Agreement which are equivalent to Bond interest, but not including fees, expenses or payments due upon the early termination of a Qualified Hedge Agreement) then due and unpaid upon such Bonds without preference or priority of principal over interest or of interest over principal, or of any installment of interest over any other installment of interest, or of any such Bond over any other such Bond, ratably, according to the amounts due respectively for principal and interest, to the persons entitled thereto without any discrimination or preference except as to any difference in the respective rates of interest specified in such Bonds.

Section 1010. Remedies Not Exclusive.

No remedy by the terms of this General Indenture conferred upon or reserved to the Trustee (or to Bondholders) is intended to be exclusive of any other remedy, but each and every such remedy shall be cumulative and shall be in addition to any other remedy given hereunder or now or hereafter existing at law or in equity or by statute.

Section 1011. Control of Proceedings.

In the case of an Event of Default described in clause (A) or clause (B) of Section 1002, the Holders of a majority in principal amount of the Bonds then Outstanding of the Series with respect to which such Event of Default has happened, or in the case of an Event of Default described in clause (C) or (D) of Section 1002, the Holders of a majority in principal amount of the Bonds then Outstanding shall have the right, subject to the provisions of Section 1008, by an instrument in writing executed and delivered to the Trustee, to direct the time, method and place of conducting any proceeding for any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee; provided, however, that the Trustee shall have the right to decline to follow any such direction, if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to Bondholders not parties to such direction.

Section 1012. Effect of Waiver and Other Circumstances.

No delay or omission of the Trustee or of any Holders of Bonds to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver of any such default, or acquiescence therein, and every right, power and remedy given by this General Indenture to them or any of them may be exercised from time to time and as often as may be deemed expedient by the Trustee or when so provided by this General Indenture, by the Bondholders. In case the Trustee shall have proceeded to enforce any right under this General Indenture and such proceedings shall have been discontinued or abandoned for any reason or shall have been determined adversely to the Trustee, then and in every such case, the Authority and the Trustee will be restored to their former positions and rights hereunder with respect to all rights, remedies and powers of the Trustee, which shall continue as if no such proceedings had been taken.

Section 1013. Right To Enforce Payment of Bonds Unimpaired.

Nothing in this Article contained shall affect or impair the right of any Bondholder to enforce the payment of the principal of and interest on his or her Bonds or the obligation of the Authority to pay the principal of and interest on each Bond to the Holder thereof, at the time and place expressed in said Bond.

ARTICLE XI

THE BOND SERVICE PROVIDERS

Section 1101. Trustee and Depositories; Appointment and Acceptance.

(A) Regions Bank is hereby appointed as Trustee. The Trustee hereby signifies its acceptance of the duties and obligations imposed upon it by this General Indenture by executing this General Indenture.

(B) The Authority may by Series Indenture appoint Depositories of money held under the provisions of this General Indenture, each of whom shall be a trust company or bank having the powers of a trust company within or outside the State, having capital surplus and undivided profits aggregating at least $50,000,000 and qualified under the provisions of Section 1105 to receive deposits in the amounts from time to time held by it as invested trust accounts or time deposits. Each Depository shall signify its acceptance of the duties and obligations imposed upon it by this General Indenture by executing and delivering to the Authority and the Trustee written acceptance thereof. The Trustee may be a Depository of any Fund, subject to the provisions of Section 1105.

(C) Prior to the occurrence of an Event of Default of which it has or is deemed to have notice hereunder, and after the curing or waiver of any Event of Default which may have occurred:

(1) the Trustee undertakes to perform such duties and only such duties as are specifically set forth in this General Indenture, any Supplemental Indenture and any Series Indenture, and no implied covenants or obligations shall be read into this General Indenture, any Supplemental Indenture or any Series Indenture against the Trustee; and

(2) in the absence of bad faith on its part, the Trustee may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Trustee that conform to the requirements of this General Indenture, any Supplemental Indenture and any Series Indenture.

Section 1102. Paying Agents.

The Authority may appoint one or more Paying Agents for each Series of Bonds by Series Indenture adopted prior to their delivery and may, at any time or from time to time by Supplemental Indenture, appoint one or more other Paying Agents for such Bonds. Each Paying Agent shall be a trust company or bank having the powers of a trust company within or outside the State, having capital surplus and undivided profits aggregating at least $50,000,000, 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 this General Indenture. Each Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this General Indenture by executing and delivering to the Authority and the Trustee a written acceptance thereof. The Trustee may be appointed and may act as a Paying Agent.

Section 1103. Responsibilities of Bond Service Providers.

The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority, and no Bond Service Provider assumes any responsibility for the correctness of the same. No Bond Service Provider makes any representations as to the validity or sufficiency of this General Indenture or of any Series Indenture or any Bonds or in respect of the security afforded by this General Indenture, and no Bond Service Provider shall incur any responsibility in respect thereof. No Bond Service Provider shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof, except the Trustee to the extent such proceeds are paid to the Trustee in its capacity as Trustee or the application of any moneys paid to the Authority or others in accordance with this General Indenture. No Bond Service Provider shall be under any responsibility or duty with respect to the application of any moneys paid to any other Bond Service Provider. No Bond Service Provider shall be under any obligation or duty to perform any act which would involve it in expense or liability, to institute or defend any action or suit in respect of this General Indenture or Bonds, or to advance any of its own moneys, unless properly indemnified. No Bond Service Provider shall be liable in connection with the performance of its duties hereunder, except for its own gross negligence or default.

Section 1104. Funds Held in Trust.

All money held by any Bond Service Provider as such, at any time pursuant to the terms of this General Indenture shall be and is hereby assigned, transferred and set over unto such Bond Service Provider in trust for the purposes and under the terms and conditions of this General Indenture.

Section 1105. Investment and Deposit of Funds.

(A) Each of the Funds and Accounts and any part thereof held by a Bond Service Provider shall be a trust fund for the purpose for which it is established by or pursuant to this General Indenture, and security for the deposit thereof need not be given except as required in this Section or by laws or governmental regulations applicable to the securing of trust funds.

(B) Pursuant to written instructions by an Authorized Representative, each Bond Service Provider shall keep all money held by it, as continuously as reasonably possible, invested and reinvested or deposited in interest bearing time accounts or under certificates of deposit or similar banking arrangements. Absent written investment instructions from an Authorized Representative, each Bond Service Provider shall invest funds into Investments described under (v) of the definition of Investments, or to the extent such Investment is not available, then Investments described under (i) or (ii) of the definition of Investments. All Investments shall mature (or be redeemable at the option of the holder), and all deposits and similar arrangements shall be subject to withdrawal, so as to be available not later than the times at which moneys in such Funds and Accounts will be required for the purposes provided in this General Indenture.

(C) Money in separate Funds and Accounts may be commingled for the purpose of investment or deposit, subject to instructions from an Authorized Representative to the extent possible in conformity with the provisions of paragraph (B) of this Section. If an Investment is purchased subject to a repurchase agreement, the agreed repurchase date shall be deemed to be the maturity date for the purpose of paragraph (B). Investments purchased and deposits made in whole or in part from money received as part of any Fund or Account shall be continuously credited and the interest and profit therefrom shall be credited and any loss upon the sale thereof charged proportionately to that Fund or Account. Investments shall be sold at the best price obtainable, and time deposits or similar arrangements closed whenever necessary to make any transfer, withdrawal, payment or disbursement, except that an Investment or deposit or an interest therein equal to the amount required to be transferred from one Fund or Account to another may be transferred in lieu of cash, if the investment or deposit is one permitted for the Fund or Account to which the transfer is made.

(D) Subject to approval by an Authorized Representative, the Trustee or another Bond Service Provider may apply money pertaining to any Fund or Account created by or pursuant to this General Indenture to the purchase of Investments owned by it in its individual capacity or Investments in its proprietary money market funds or deposit products and may sell to itself Investments held by it in any such Fund or Account as such Bond Service Provider.

(E) No Bond Service Provider shall be liable for or responsible for any loss (including depreciation) resulting from an investment made in accordance with this General Indenture. The amount of any deposit or investment, whenever referred to in this Section, is its Value as defined in Section 101.

(F) Confirmation of Investments is not required to be issued by the Trustee for each month in which a monthly statement is rendered. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month.

Section 1106. Evidence On Which Bond Service Providers May Act.

Each Bond Service Provider shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Bond Service Provider may consult with counsel, who may or may not be of counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Bond Service Provider shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by an Officer's Certificate stating the same, and such Officer's Certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this General Indenture upon the faith thereof, but in its discretion the Bond Service Provider may, in lieu thereof, accept other evidence of such fact or matter or may require such further or additional evidence as to it may seem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by or on behalf of the Authority to any Bond Service Provider shall be sufficiently executed if executed by an Authorized Representative.

Section 1107. Preservation and Inspection of Documents.

All reports, certificates, statements and other documents received by any Bond Service Provider under the provisions of this General Indenture shall be retained in its possession and shall be available at all reasonable times for inspection by the Authority, any other Bond Service Provider or any Bondholder, and their agents and their representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents may, at the election of such Bond Service Provider, be destroyed or otherwise disposed of at any time five (5) years after such date as the pledge created by this General Indenture shall be discharged as provided in Section 1201.

Section 1108. Compensation and Expenses.

Unless otherwise provided by contract with the Bond Service Provider, the Authority shall pay to each Bond Service Provider, from time to time, reasonable compensation for all services rendered by it hereunder and also reimbursement for all its reasonable expenses, charges, legal fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties hereunder, and each Bond Service Provider shall have a lien therefor on any and all funds at any time held by it hereunder.

Section 1109. Certain Permitted Acts.

Any Bond Service Provider may become the owner of or may deal in Bonds as fully and with the same rights it would have if it were not a Bond Service Provider. To the extent permitted by law, any Bond Service Provider may act as depository for, and permit any of its officers or trustees to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this General Indenture, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds Outstanding.

Section 1110. Resignation of Bond Service Provider.

A Bond Service Provider, or any successor thereof, may at any time resign and be discharged of its duties and obligations created by this General Indenture by giving not less than sixty (60) days' written notice to the Authority and transmitting notice thereof, at the Trustee's expense, to the Holders of all Outstanding Bonds, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the day specified in such notice, unless previously a successor shall have been appointed by the Authority or Bondholders as herein provided, in which event such resignation shall take effect immediately on the appointment of such successor. In no event, however, shall such a resignation take effect until a successor Trustee has been appointed pursuant to Section 1112. The Trustee's rights to indemnity and reimbursement of outstanding fees and expenses shall survive the Trustee's resignation.

Section 1111. Removal.

A Bond Service Provider, or any successor thereof, may be removed at any time by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, or by the Authority so long as there is no Event of Default in existence pursuant to Section 1002 hereof, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Bondholders or by their attorneys duly authorized in writing and delivered to the Authority. Such instrument shall provide for an effective date not less than thirty (30) days after the date of delivery to the Trustee and shall make such other provisions for transfer of duties to the successor trustee as shall be deemed reasonably necessary in the sole discretion of the Authority. Copies of each such instrument shall be delivered by the Authority to each Bond Service Provider and any successor thereof. The Trustee's rights to indemnity and amounts then due and payable shall survive any such removal.

Section 1112. Appointment of Successor Bond Service Provider.

(A) In case at any time a Bond Service Provider, or any successor thereof, shall resign or shall be removed by action of the Bondholders, or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent or if a receiver, liquidator or conservator of such Bond Service Provider or of its property shall be appointed or if any public office shall take charge or control of such Bond Service Provider or of its property or affairs, a successor may be appointed by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to such successor Bond Service Provider, notification thereof being given to the Authority, the predecessor Bond Service Provider and any other Bond Service Providers. Pending such appointment, the Authority shall forthwith appoint a Bond Service Provider to fill such vacancy until a successor Bond Service Provider shall be appointed by Bondholders as herein authorized.

(B) In case at any time a Bond Service Provider, or any successor thereof, shall be removed by the Authority, the Authority shall forthwith appoint a Bond Service Provider to fill such vacancy. Notice of such appointment shall be mailed to each Bondholder. Any successor Bond Service Provider appointed by the Authority shall, immediately and without further act, be superseded by a Bond Service Provider appointed by Bondholders.

(C) If in a proper case, no appointment of a successor Bond Service Provider shall be made pursuant to the foregoing provisions of this Section within forty-five (45) days after the Bond Service Provider shall have given to the Authority notice as provided in Section 1110 or after the occurrence of any other event requiring or authorizing such appointment, the Bond Service Provider or any other Bond Service Provider or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Bond Service Provider.

(D) Any Bond Service Provider appointed under the provisions of this Section 1112 in succession to the Bond Service Provider shall be a trust company or bank having the powers of a trust company within or outside the State, having capital surplus and undivided profits aggregating at least $50,000,000 if there be such a trust company or bank willing and able to accept the office on reasonable and customary terms and authorized by law to perform all of the duties imposed upon it by this General Indenture.

Section 1113. Transfer of Rights and Property to Successor Bond Service Provider.

Any successor Bond Service Provider appointed hereunder shall execute, acknowledge and deliver to its predecessor Bond Service Provider, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Bond Service Provider, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Bond Service Provider, with like effect as if named herein as such Bond Service Provider, but the Bond Service Provider ceasing to act shall, nevertheless, on the written request of the Authority or of the successor Bond Service Provider, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Bond Service Provider all the right, title and interest of the predecessor Bond Service Provider in and to any property held by it under this General Indenture and shall pay over, assign and deliver to the successor Bond Service Provider any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Bond Service Provider for more fully and certainly vesting in and confirming to such successor Bond Service Provider any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Bond Service Provider shall promptly notify the other Bond Service Providers of its appointment as such Bond Service Provider.

Section 1114. Merger or Consolidation.

Any company into which any Bond Service Provider may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which such Bond Service Provider may sell or transfer all or substantially all of its corporate trust business, provided such company shall be a financial institution which is qualified to be a successor to such Bond Service Provider under Section 1101 or Section 1102 and shall be authorized by law to perform all the duties imposed upon it by this General Indenture, shall be the successor to such Bond Service Provider without the execution or filing of any paper or the performance of any further act.

Section 1115. Specific Rights of the Trustee.

(A) The permissive right of the Trustee to perform its expressed actions in this General Indenture shall not be construed as an obligation or duty to do so.

(B) The Trustee shall not be answerable for other than its gross negligence or willful misconduct. The Trustee shall not be liable for an error of judgment made in good faith. Prior to an Event of Default, the Trustee undertakes to perform only such duties as are specifically set forth in this General Indenture. During an Event of Default, the Trustee shall exercise such rights and powers vested in it by this General Indenture, and to use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his/her own affairs.

(C) Except as expressly set forth herein, the Trustee shall be under no obligation to exercise any of the rights or powers vested by this General Indenture at the request or direction of any of the Holders pursuant to this General Indenture, unless such Holders shall have offered to the Trustee security or indemnity satisfactory to the Trustee against the costs, expenses and liabilities reasonably anticipated to be incurred.

(D) The Trustee shall not be required to make any disbursement of funds until having collected funds.

(E) Before the Trustee acts or refrains from acting it may require an Officer's Certificate or Counsel's Opinion which shall be paid for by the Authority or Bondholders. The Trustee shall not be liable for any action taken or it fails to take in good faith in reliance on such Officer's Certificate or Counsel's Opinion or any advice received from counsel and in the absence of bad faith or gross negligence on its part, the Trustee may, conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein.

(F) The Trustee shall not be liable for any act or omission, in the absence of bad faith or gross negligence when the Trustee reasonably believes the act or failure to act is authorized and within its powers to perform under this General Indenture.

(G) The Trustee is under no duty to perform an independent investigation as to any statement or fact contained in any certificate, opinion or advice it obtains regarding the accuracy or truth of any statement or correctness of any opinion.

(H) The Trustee shall have the right but not the obligation to act as directed by a majority in principal amount of the Bondholders and shall not be liable in taking any action so directed if the Trustee acts in the absence of bad faith or gross negligence.

(I) The Trustee may act through agents and shall not be responsible for misconduct or gross negligence of any agent. Any expenses incurred in hiring an agent shall be reimbursed by the Authority or the Bondholders.

(J) The Trustee and its agents shall have the right, but not the responsibility or duty, to inspect the books and records of the Authority relating to the Bonds.

(K) The Trustee shall be paid reasonable fees and expenses and have the right to increase its fees as the cost of business dictates and as negotiated with the Authority. The obligation to pay such amounts shall survive the payment in full of the principal and interest of the outstanding securities or removal or resignation of the Trustee.

(L) The Trustee may resign upon rendering (60) sixty days' notice to the Authority and other necessary parties. After giving notice of resignation, the Trustee may petition any court of competent jurisdiction for appointment of a temporary Trustee until a successor Trustee is found. The rights of the Trustee to indemnity and reimbursement of fees and expenses shall survive the Trustee's resignation or removal.

(M) The Trustee may be removed at any time by notice in writing from the Authority or direction from the Bondholders of a majority of the then outstanding principal of the Bonds. The Trustee's rights to indemnity and any amounts due and payable shall survive such removal.

(N) The Trustee shall have a priority right and first lien for reimbursement of any and all fees, costs, expenses (including legal fees) from any recovery of funds resulting from bankruptcy or workout of the Bonds following the declaration of an Event of Default prior to any distribution to the Bondholders or other third parties.

(O) No provision of this General Indenture shall require the Trustee to expend or risk its own funds or otherwise incur any liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it has reasonable grounds for believing that the repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it.

(P) The Trustee shall have no duty to analyze or review any financial report received by the Trustee or express any opinion concerning the contents of any financial report or disclosure document and shall have no responsibility for the contents or accuracy of such reports or the disclosure document.

(Q) The Trustee agrees to accept and act upon instructions or directions, including fund transfer instructions ("**Instructions**"), given pursuant to this General Indenture delivered in writing or by Electronic Means as provided in Section 1206, provided, however, that such Instructions or directions shall be signed by an Authorized Representative. If the Authority elects to give Instructions by electronic means, the Trustee may deem such Instructions controlling. The Trustee shall not be liable for any losses, costs or expenses arising directly or indirectly from the Trustee's reliance upon and compliance with Instructions notwithstanding whether such Instructions conflict or are inconsistent with a subsequent written Instruction. The Authority agrees to assume all risks arising out of the use of Electronic Means to submit Instructions to the Trustee, including without limitation the risk of the Trustee acting on unauthorized instructions, and the risk of interception and misuse by third parties.

(R) The recitals contained in this General Indenture and in the Bonds (other than the certificate of authentication on the Bonds) are statements of the Authority and the Trustee assumes no responsibility for their correctness. The Trustee makes no representations as to the value, condition or sufficiency of any assets pledged or assigned as security for the Bonds, the right, title, or interest of the Authority therein, the security provided thereby or by this General Indenture, the technical or financial feasibility of the Program, the compliance of the Program with the Act, or the tax status of any Bonds. The Trustee is not accountable for the use or application by the Authority of any of the Bonds or the proceeds of the Bonds, or for the use or application of any moneys paid over by the Trustee in accordance with any provision of this General Indenture or the Agreement.

(S) The Trustee is not responsible for the use of Bond proceeds or sufficiency of said proceeds, assets or Revenues to accomplish the intended objective of the financing.

(T) The Trustee is not responsible for any of the contents or representations contained in any official statement or other disclosure document and makes no representation as to the accuracy or completeness of any information contained therein.

(U) The Trustee shall not be liable for any consequential damages.

ARTICLE XII

MISCELLANEOUS

Section 1201. Discharge, Satisfaction and Defeasance.

(A) If the Authority shall pay or cause to be paid to the Holders of the Bonds the principal and interest and Redemption Price, if any, to become due thereon, at the times and in the manner stipulated therein and in this General Indenture, then, unless there shall be an Officer's Certificate delivered to the Trustee to the contrary, the pledge of the Revenues and other moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the Authority to the Bondholders hereunder shall be discharged and satisfied. In such event, the Trustee shall, upon the request of the Authority expressed in an Officer's Certificate delivered to the Trustee, execute and deliver to the Authority all such instruments, provided by the Authority, as may be desirable to evidence such discharge and satisfaction, and the Bond Service Providers shall pay over and deliver to the Authority all money or securities held by them pursuant to this General Indenture which are not required for the payment or redemption of Bonds not theretofore surrendered for such payment or redemption, subject to the provisions of Section 612.

(B) Any Bonds for the payment or redemption of which moneys shall have been deposited with the Trustee by or on behalf of the Authority, whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of this Section; provided, however, that if any such Bonds are to be redeemed prior to maturity, there shall have been taken all action necessary to call such Bonds for redemption and notice of such redemption shall have been duly given, or provision satisfactory to the Trustee shall have been made for the giving of such notice.

(C) No money deposited with the Trustee shall be withdrawn or used for any purpose other than, and all such moneys shall be held in trust for and be applied to, the payment, when due, of the principal or Redemption Price of the Bonds, for the payment or redemption of which they were deposited and the interest accrued thereon to the date of maturity or redemption, except that:

(1) any money so held by the Trustee for the payment to the Holders of any particular Bonds of principal or Redemption Price of, or interest on, such Bonds shall be invested by the Trustee, on instructions confirmed in writing by an Authorized Representative, in Investments maturing on or before the date when such payment is due; and

(2) all interest and earnings on all such Investments shall be deposited in the Revenue Fund.

(D) As an alternative cumulative to and not excluding the provisions of paragraphs (B) and (C) of this Section, any Bonds, whether at or prior to the maturity or the redemption date or Interest Payment Date, shall be deemed to have been paid within the meaning of this Section if:

(1) in case any such Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such Bonds for redemption, and

notice of such redemption shall have been duly given or provision satisfactory to the Trustee shall have been made for the giving of such notice; and

(2) there shall have been deposited with the Trustee, pursuant to an escrow agreement, by or on behalf of the Authority, either (i) moneys in an amount which shall be sufficient to pay when due the principal, or the Redemption Price to become due on said Bonds, on the redemption date or maturity date thereof, as the case may be, or (ii) Governmental Obligations (not redeemable at the option of the issuer thereof), the principal of and the interest on which when due (or redeemable at the option of the holder) will provide money which, together with the money, if any, deposited with the Trustee as the same time, shall be sufficient to pay when due the principal, or the Redemption Price to become due on said Bonds, on the redemption date or maturity date thereof, as the case may be, as confirmed by a verification report prepared by an independent certified accounting firm or similarly qualified firm; and

(3) neither such Investments nor any money deposited with the Trustee, nor any money received by the Trustee on account of principal or interest on said Investments may be withdrawn or used for any purpose other than, and all such money shall be held in trust for and be applied to the payment, when due, of the principal, redemption premiums or interest for the payment or redemption of which they were deposited.

(E) Anything in this General Indenture to the contrary notwithstanding, any moneys held by a Bond Service Provider in trust for the payment and discharge of any of the Bonds which remain unclaimed for five (5) years after the date when all of the Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Bond Service Provider at such date, or for five (5) years after the date of deposit of such moneys if deposited with the Bond Service Provider after the said date when all of the Bonds became due and payable, shall, at the written request of the Authority, be repaid by the Bond Service Provider to the Authority, as its absolute property and free from trust, and the Bond Service Provider shall thereupon be released and discharged; except that before being required to make any such payment to the Authority, the Bond Service Provider shall, at the expense of the Authority, (i) cause to be published at least twice, at an interval of not less than seven (7) days between publications, in Authorized Newspapers notice that said moneys remain unclaimed and that, after a date named in said notice, which date shall be not less than ten (10) nor more than twenty (20) days after the date of the first publication of such notice, the balance of such moneys then unclaimed will be returned to the Authority, or (ii) at the direction of the Authority, cause such notice then required under State law in a form then permitted under State law.

Section 1202. Evidence of Signatures of Bondholders and Ownership of Bonds.

(A) Any request, consent, revocation of consent or other instrument which this General Indenture may require or permit to be signed and executed by Bondholders may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders in person or by their attorneys duly authorized in writing. Proof of the authorized execution of any such instrument shall be sufficient for any purpose of this General Indenture, if made in the following manner, or in any other manner satisfactory to the Trustee which may, nevertheless in its discretion, require further or other proof in cases where it deems the same desirable:

(1) the fact and date of the execution by any Bondholder or his or her attorney of any such instrument may be proved (i) by the certificate of a notary public or other officer authorized to take acknowledgments of deeds to be recorded in the state in which he or she purports to act that the person signing such instrument acknowledged to him the execution thereof, or by the affidavit of a witness of such execution, duly sworn to before such a notary public or other officer or (ii) by the certificate, which need not be acknowledged or verified, of an officer of a bank, trust company or financial firm or Authority (including members of the Financial Industry Regulatory Authority) satisfactory to the Trustee that the person signing such instrument acknowledged to such bank, trust company, firm or corporation the execution thereof;

(2) the authority of a person or persons to execute any such instrument on behalf of a corporate Bondholder may be established without further proof, if such instrument is signed by a person purporting to be the president or vice president of such authority, with a corporate seal affixed, and is attested by a person purporting to be its secretary or assistant secretary;

(3) the amount of Bonds transferable by delivery held by any person executing any such instrument as a Bondholder, and the numbers and other identification thereof, and the date of his or her holding such Bonds, may be proved by a certificate, which need not be acknowledged or verified, of an officer of a bank, trust company, financial firm or corporation (including members of the Financial Industry Regulatory Authority) or other depository satisfactory to the Trustee, showing that at a date therein mentioned such person exhibited to or had on deposit with such bank, trust company, insurance company or financial firm or corporation Bonds described or referred to in such certificate; and such a certificate may be made and given by an officer or member of any bank, trust company, insurance company or financial firm or corporation with respect to Bonds held by it, if acceptable to the Trustee; and

(4) the holding of Bonds registered otherwise than to bearer, the amount, numbers and other identification thereof, and the date of holding the same, shall be proved by the registry books.

(B) Any request, consent or other instrument executed by the Holder or owner of any Bond shall bind all future Holders and owners of such Bond in respect of anything done or suffered to be done hereunder by the Authority or any Bond Service Provider in accordance therewith.

Section 1203. Date and Other Details of Documents Delivered to Bond Service Providers.

All documents delivered to the Trustee with respect to the delivery of the Bonds of a Series shall be dated as of the date of the delivery of such Bonds by the Authority. All other documents delivered to any Bond Service Provider pursuant hereto, including documents signed by any Authorized Representative and Auditor's Opinions, Counsel's Opinions and Officer's Certificates but not including Bonds or any documents signed by any Bondholder or Bond Service Provider, shall be dated as of the date of delivery thereof and in the case of documents delivered to the Trustee pursuant to Article VIII with respect to a Supplemental Indenture, as of a date subsequent to the date of adoption by the Authority of such Supplemental Indenture. Matters required to be stated in any document signed by any Authorized Representative or in any Auditor's Opinion, Counsel's Opinion or Officer's Certificate may be stated in separate documents of the required description or may be included in one or more thereof.

Section 1204. No Recourse on Bonds.

No recourse shall be had for the payment of the principal of or the interest on the Bonds or for any claim based thereon or on this General Indenture against any member or officer of the Authority or any person executing the Bonds.

Section 1205. Successorship of the Authority; Effect of Covenants.

All covenants, stipulations, obligations and agreements of the Authority contained in this General Indenture shall be deemed to be covenants, stipulations, obligations and agreements of the Authority to the full extent authorized or permitted by law, and all such covenants, stipulations, obligations and agreements shall be binding upon the successor or successors thereof from time to time, and upon any officer, board, body, commission, authority, or instrumentality to whom or to which any power or duty affecting such covenants, stipulations, obligations and agreements shall be transferred by or in accordance with law.

No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future trustee, officer, agent or employee of the Authority in his or her individual capacity, and neither the Authority nor any trustee or officer thereof, present or future, executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or responsibility by reason of the issuance thereof.

Section 1206. Manner of Giving Notice.

All notices, demands, directions, requests, instructions, certificates, or other communications hereunder (except as to Bondholders) shall be in writing and shall be sufficiently given and shall be deemed given when transmitted via Electronic Means or mailed by certified or registered mail, postage prepaid, with proper address as indicated below. The Authority and the Trustee may, by written notice given by each to the other, designate any address or addresses to which notices, certificates, or other communications to them shall be sent when required as contemplated by this General Indenture. Until otherwise provided by the respective parties, all notices, certificates, and communications to each of them shall be addressed as follows:

To the Authority: Capital Area Finance Authority
601 St. Ferdinand Street
Baton Rouge, LA 70802
Attention: Chairperson

To the Trustee: Regions Bank
II City Plaza
400 Convention Street – 9th Floor
Baton Rouge, LA 70802
Attention: Corporate Trust Services

To the Rating Agency then rating the Bonds.

Notwithstanding the foregoing, any notice, direction, or other communication given hereunder from the Authority to any Bond Service Provider, or from any Bond Service Provider to the Authority, may be given by sending it via e-mail or other Electronic Means in lieu of regular mail. In the case of e-mail or other Electronic Means, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender at the e-mail or other electronic address provided by each party, as updated from time to time. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a business day and such delivery was made prior to 4:00 p.m., Central Time, and otherwise on the next business day.

All documents received by the Trustee under the provisions of this General Indenture, or photographic copies thereof, shall be retained in its possession until this General Indenture shall be released as provided herein, subject at all reasonable times to the inspection of the Authority, any Bondholder, and the agents and representatives thereof.

Section 1207. Notices to Rating Agencies.

The Trustee shall cause a copy of each amendment, change or modification to this General Indenture or any Supplemental Indenture hereto to be transmitted to each Rating Agency then rating the Bonds at the request of the Authority at least fifteen (15) days in advance of the execution and delivery of such amendment, change or modification. In addition, the Trustee shall cause a notice of the following to be mailed to each Rating Agency then rating the Bonds at the request of the Authority: the redemption or defeasance of any Series of Bonds; the occurrence of any Event of Default under this General Indenture; and the acceleration of any Series of Bonds.

Section 1208. Effect of Partial Invalidity.

In case any one or more of the provisions of this General Indenture or of the Bonds issued hereunder shall for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of this General Indenture or of the Bonds, but this General Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained therein. In case any covenant, stipulation, obligation or agreement contained in the Bonds or in this General Indenture shall for any reason be held to be in violation of law, then such covenant, stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Section 1209. Substitute Publication or Mailing.

If, because of the temporary or permanent suspension of publication of any newspaper or financial journal or for any other reason, the Trustee or the Authority shall be unable to publish in a newspaper or financial journal any notice required to be published by the provisions of this General Indenture, the Trustee or the Authority, as the case may be, shall give such notice in such other manner as in its judgment shall most effectively approximate such publication thereof, and the giving of such notice in such manner shall for all purposes of this General Indenture be deemed to be compliance with the requirement for the publication thereof.

In case, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it shall be impractical to mail notice of any event to Bondholders when such notice is required to be given pursuant to any provision of this General Indenture, any manner of giving notice as shall be satisfactory to the Trustee and the Authority shall be deemed to be a sufficient giving of such notice.

Section 1210. Headings, Table of Contents and Notes for Convenience Only.

Any heading preceding the text of the several articles hereof and any table of contents or marginal notes appended to copies hereof shall be solely for convenience of reference and shall not constitute a part of this General Indenture, nor shall they affect its meaning, construction or effect.

Section 1211. Payment Due on Weekends and Holidays.

If the date for making any payment of principal or premium, if any, or interest or the last date for performance of any act or the exercising of any right, as provided in this General Indenture, shall be a legal holiday or a day on which banking institutions in the city where the applicable Bond Service Provider is located, are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday or not a day on which such banking institutions are authorized by law to remain closed, with the same force and effect as if done on the nominal date provided in this General Indenture.

Section 1212. Security Instrument.

A certified copy of this General Indenture, delivered to and accepted by the Trustee, shall constitute a security agreement pursuant to and for all purposes of the State Uniform Commercial Code.

Section 1213. Counterparts.

This General Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 1214. Reliance by Authority on Facts or Certificates.

Anything in this General Indenture to the contrary notwithstanding, it is expressly understood and agreed by the parties hereto that the Authority may rely conclusively on the truth and accuracy of any certificate, opinion, notice, or other instrument furnished to the Authority by the Trustee as to the existence of any fact or state of affairs required hereunder to be noticed by the Authority.

Section 1215. Immunity of Authority Parties.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority contained in this General Indenture, any other Authority Documents, or in any Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Authority contained in any agreement, instrument, or certificate executed in connection with the Program or the issuance and sale of the Bonds, against any of the Authority Parties, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Authority Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Authority with the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Authority Party (to the extent any such liability exists) is, by the execution of the Bonds, this General Indenture, and the other Authority Documents, and as a condition of, and as part of the consideration for, the execution of the Bonds, this General Indenture, and the other Authority Documents, expressly waived and released.

Section 1216. No Pecuniary Liability of Authority.

No agreements or provisions contained herein, or any agreement, covenant, or undertaking by the Authority in connection with the Program or the issuance, sale, remarketing, and/or delivery of the Bonds shall give rise to any pecuniary liability of the Authority or a charge against its general credit, or shall obligate the Authority financially in any way, except as may be payable from the revenues pledged hereby for the payment of the Bonds and their application as provided in this General Indenture. No failure of the Authority to comply with any term, covenant, or agreement contained in the Bonds, this General Indenture or in any document executed by the Authority in connection with the Program or the issuance and sale of the Bonds, shall subject the Authority to liability for any claim for damages, costs, or other financial or pecuniary charge, except to the extent the same can be paid or recovered from the Trust Estate pledged for the payment of the Bonds. Nothing herein shall preclude a proper party in interest from seeking and obtaining, to the extent permitted by law, specific performance against the Authority for any failure to comply with any term, condition, covenant, or agreement herein; provided that no costs, expenses, or other monetary relief shall be recoverable from the Authority, except as may be payable from the Trust Estate pledged under this General Indenture for the payment of the Bonds. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Authority, or the breach thereof, shall constitute an indebtedness of the Authority within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Authority's general credit. In making the agreements, provisions, and covenants set forth in this General Indenture, the Authority has not obligated itself, except with respect to the application of the Trust Estate pledged in this General Indenture for the payment of the Bonds.

Section 1217. Survival.

Notwithstanding the payment in full of the Bonds, the discharge of this General Indenture, all provisions in this General Indenture concerning (a) the tax-exempt status of the Bonds (including, but not limited to provisions concerning rebate), (b) the interpretation of this General

Indenture, (c) the governing law, (d) the forum for resolving disputes, (e) the Authority's right to rely on facts or certificates, (f) the indemnity of the Authority Parties from liability (pecuniary or otherwise) and their rights to receive payment or reimbursement with respect thereto, and (g) the lack of pecuniary liability of the Authority, and the State, shall survive and remain in full force and effect.

Section 1218. Governing Law and Venue.

This General Indenture shall be governed by and construed in accordance with the laws and judicial decisions of the State, without reference to any choice of law principles except as such laws may be preempted by any federal rules, regulations and laws applicable to the Authority. The parties hereto expressly acknowledge and agree that any judicial action to interpret or enforce the terms of this General Indenture against the Authority shall be brought and maintained in the Nineteenth Judicial District Court of the State of Louisiana, the United States District Court in and for the Middle District of Louisiana

APPENDIX B-2

PROPOSED FORM OF THE SERIES 2026B INDENTURE

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PROPSED FORM OF THE SERIES 2026B INDENTURE*

By and Between

CAPITAL AREA FINANCE AUTHORITY

and

REGIONS BANK
as Trustee

Dated as of September 1, 2026

$_____________
CAPITAL AREA FINANCE AUTHORITY
SINGLE FAMILY MORTGAGE REVENUE BONDS
SERIES 2026B (NON-AMT)

*** The entirety of this "Proposed Form of Series 2026B Indenture" is preliminary and subject to change.**

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ARTICLE VI
MISCELLANEOUS

SERIES 2026B INDENTURE

THIS SERIES 2026B INDENTURE, dated as of __________ (this "**Series 2026B Indenture**"), entered into pursuant to that certain General Indenture of Trust, dated as of __________ (the "**General Indenture**," and together with this Series 2026B Indenture, the "**Indenture**"), is made by and between the **CAPITAL AREA FINANCE AUTHORITY** (together with its successors and assigns, the "**Authority**"), a public corporation having a distinct legal existence with the corporate powers contained in the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive (the "**Act**") and **REGIONS BANK** as trustee (the "**Trustee**").

W I T N E S S E T H :

WHEREAS, the Authority and the Trustee have heretofore entered into the General Indenture for the purposes set forth therein, including, but not limited to, making funds available to finance Qualified Mortgage Loans as defined in the General Indenture through the purchase of Guaranteed Mortgage Securities and the funding of down payment and closing cost assistance under its homeownership loan program (the "**Program**"); and

WHEREAS, the General Indenture authorizes the Authority to issue Bonds pursuant to the General Indenture and one or more series indentures to finance the Program; and

WHEREAS, in order to accomplish the purposes, set forth in the General Indenture and to finance the Program, including the providing down payment and closing cost assistance to qualifying borrowers, the Authority has determined it appropriate and necessary to issue $_______* Series 2026B Bonds (Non-AMT) (the "**Series 2026B Bonds**"); and

WHEREAS, the execution and delivery of this Series 2026B Indenture has been in all respects duly and validly authorized by resolution duly adopted by the Authority; and

WHEREAS, all things necessary to make the Series 2026B Bonds, when executed by the Authority and authenticated by the Trustee, valid and binding special legal obligations of the Authority and to make this Series 2026B Indenture a valid and binding agreement have been done; and

WHEREAS, all terms not otherwise defined in this Series 2026B Indenture shall have the meanings assigned thereto in the General Indenture.

NOW, THEREFORE, THIS SERIES 2026B INDENTURE WITNESSETH that the Authority hereby agrees and covenants with the Trustee, except as otherwise provided herein for all equal and proportional benefit of the respective Holders, from time to time, of the Authority Bonds, or any part thereof, as follows:

ARTICLE I
DEFINITIONS AND AUTHORITY

SECTION 1.01 Definitions.

All terms defined in Section 101 of the General Indenture shall have the same meanings in this Series 2026B Indenture as such terms are given in the General Indenture. In addition, unless the context shall otherwise require, the following terms shall have the following respective meanings in this Series 2026B Indenture:

"**Authority Fees**" has the meaning set forth in Section 5.02 hereof.

"**Beneficial Owner**" shall mean, whenever used with respect to a Series 2026B Bond, the person in whose name such Series 2026B Bond is recorded as the beneficial owner of such Series 2026B Bond by a Participant on the records of such Participant, or such person's subrogee.

"**Bond Counsel**" shall mean such attorney or firm of attorneys of nationally recognized standing in matters pertaining to the Tax-Exempt nature of interest on bonds (who may be employed by or of counsel to the Authority or an attorney or firm of attorneys retained by it in other connections) licensed to practice in the State in which he or it maintains an office, selected, or employed by the Authority. Initially, the Authority has designated Butler Snow LLP, New Orleans, Louisiana, as Bond Counsel.

"**Bond Purchase Contract**" means that Bond Purchase Contract, dated _______, between the Authority and the Underwriter relating to the purchase and sale of the Series 2026B Bonds.

"**Bond Year**" means, with respect to the Series 2026B Bonds, a twelve-month period ending on ______ of each year, except that the first Bond Year shall commence on the date of delivery of the Series 2026B Bonds and shall end on ______, 2027.

"**Cede & Co.**" means Cede & Co., the nominee of DTC, and any successor nominee of DTC.

"**Closing Date**" shall mean the date of issuance and delivery of the Series 2026B Bonds.

"**Continuing Disclosure Agreement**" means that certain Continuing Disclosure Agreement between the Authority and the Trustee dated the date of issuance of the Series 2026B Bonds, as originally executed and as it may be amended from time to time in accordance with its terms.

"**Dated Date**" means __________, 2026.

"**Depository**" means Regions Bank, a national banking association, acting as depository with respect to the Series 2026B Bonds.

"**Directed Series 2026B Principal Payments**" means, with respect to any redemption date, repayments and prepayments from Series 2026B Mortgage Loans and DPA Second Mortgage Loan, less the sum of (i) the principal amount of any Series 2026B Bonds scheduled to mature or subject to Sinking Fund Installment on such redemption date (or, if no such Series 2026B Bonds are scheduled to mature or are subject to Sinking Fund Installment on such redemption date, a pro rata portion of the next subsequent scheduled maturity amount or Sinking Fund Payment amount of such Series 2026B Bonds) and (ii) the Restricted Principal Receipts used to redeem Series 2026B Bonds.

"**DPA Second Mortgage Loan**" means a Qualified Mortgage Loan secured by a subordinate lien made for the purpose of providing down payment and closing cost assistance in connection with a Series 2026B Mortgage Loan.

"**DTC**" means The Depository Trust Company, New York, New York, and its successors and assigns.

"**Excess Revenues**" has the meaning set forth in Section 3.03(c) hereof.

"**Fee Schedule**" means the schedule of fees entered into between the Authority and the Trustee.

"**FHA**" shall mean the Federal Housing Administration of the United States Department of Housing and Urban Development, or other corporation or instrumentality created or chartered by the United States of America to which the powers of the Federal Housing Administration have been transferred.

"**FHA Insurance**" shall mean FHA mortgage insurance issued by the FHA under one of its insurance programs pursuant to Sections 203(b) (Home Unsubsidized), 203(k), 203(h), 221(d)(2) and 234(c) (Condominium Ownership) of the National Housing Act.

"**FHA-Insured**" shall mean insured under FHA Insurance.

"**Freddie Mac**" means the Federal Home Loan Mortgage Corporation.

"**FNMA**" means Federal National Mortgage Association.

"**GNMA**" means the Government National Mortgage Association.

"**Guaranteed Mortgage Securities**" means mortgage-backed securities guaranteed as to payment of principal and interest by GNMA, Fannie Mae (formerly known as the Federal National Mortgage Association), Freddie Mac, or any other corporation or instrumentality of or chartered by the United States to which the powers of any of them have been transferred or which have similar powers to purchase or guarantee timely payment of Qualified Mortgage Loans backed by or representing Mortgage Loans.

"**Initial Offering Price**" shall mean (i) _____% for the Series 2026 PAC Bonds and _____% for Series 2026 Bonds other than the Series 2026 PAC Bonds..

"**Interest Payment Date**" shall mean each April 1 and October 1, commencing April 1, 2027 until maturity or earlier redemption.

"**Investments**" has the meaning assigned thereto in Section 101 of the General Indenture.

"**Issue Date**" has the meaning set forth in Section 3.01(a) hereof.

“**Moody’s**” shall mean Moody’s Investors Service, Inc., or any successor to its functions that assigns a rating to the Series 2026B Bonds.

“**National Housing Act**” shall mean the National Housing Act of 1937, as amended, 12 U.S.C. § § 1716 *et seq*.

“**Participants**” means those broker-dealers, banks and other financial institutions for which DTC holds Series 2026B Bonds as securities depository.

“**Participating Lenders**” means those mortgage lenders and other financial institutions participating in the Program to finance Series 2026B Mortgage Loans.

“**Participating Underwriter**” shall have the meaning ascribed thereto in the Continuing Disclosure Agreement.

“**Paying Agent**” means Regions Bank acting as paying agent with respect to the Series 2026B Bonds.

“**Planned Amortization Amount**” means, as of any Interest Payment Date and with respect to the Series 2026B PAC Bonds the amount set forth on the Planned Amortization Schedule with respect to such date.

“**Program Documents**” means the documents described in Section 4.09 hereof.

“**Program Expenses**” means the Authority Fees, the Trustee Fees and the other fees as permitted under the definition of “Program Expenses” in the General Indenture.

“**Program Notice**” shall mean the notice to Participating Lenders announcing the terms of Mortgage Loans to be originated under a Program financed by each Series of Bonds.

“**RD**” shall mean the Rural Development Service of the U.S. Department of Agriculture (formerly, the Farmers Home Administration “FmHA”) or other corporation or instrumentality created or chartered by the United States to which the powers of RD have been transferred.

“**RD Guaranty**” shall mean a guaranty by RD under the successor to the FmHA Section 502 Guaranteed Single Family Rural Housing Loan Program.

“**Rebate Analyst**” means the entity selected by the Authority for purposes of calculating the “rebate amount” earned from the investment of gross proceeds of the Series 2026B Bonds in nonpurpose investments in accordance with the Tax Certificate relating to the Series 2026B Bonds.

“**Registrar**” means Regions Bank acting as registrar with respect to the Series 2026B Bonds.

“**Restricted Principal Payments**" means Series 2026B Principal Repayments and Prepayments of principal on Series 2026B Mortgage Loans and DPA Second Mortgage Loans required by the “10 Year Rule” pursuant to Section 143(a)(2)(A)(iv) of the Code to be used to redeem the Series 2026B Bonds as such principal on Series 2026B Mortgage Loans and DPA Second Mortgage Loans are received more than 10 years after the Dated Date.

“**Series 2026B Bonds**” shall mean the $__________ Capital Area Finance Authority Single Family Mortgage Revenue Bonds Series 2026B (Non-AMT)Series 2026B Bonds.

“**Series 2026B Costs of Issuance Account**” means the account so established in accordance with Section 3.04(c) hereof.

“**Series 2026B Guaranteed Mortgage Securities**” means the Guaranteed Mortgage Securities purchased by the Trustee with proceeds of the Series 2026B Bonds and backed by Series 2026B Mortgage Loans.

“**Series 2026B Indenture**” means this Series 2026B Indenture, dated as of September 1, 2026, between the Authority and the Trustee, authorized and executed in accordance with the General Indenture.

“**Series 2026B Interest Subaccount**” means the subaccount so established in accordance with Section 3.04(b) hereof.

“**Series 2026B Mortgage Loan Account**” means the account so established in accordance with Section 303 of the General Indenture and Section 3.04(a) hereof.

“**Series 2026B Mortgage Loans**” means the Qualified Mortgage Loans originated in connection with the issuance of the Series 2026B Bonds which (a) are FHA-Insured or VA-Guaranteed or (b) have an RD Guaranty which satisfy the requirements of this Series 2026B Indenture and Section 303 of the General Indenture.

“**Series 2026B Principal Repayments**” shall mean the scheduled payments of principal then due or from the sale of Series 2026B Mortgage Loans.

“**Series 2026B PAC Bonds**” shall mean the Series 2026B Term Bond maturing on April 1, 2057 in the principal amount of $_________.

“**Series 2026B Prepayments**” means unscheduled payments of principal from the Series 2026B Mortgage Loans.

“**Series 2026B Principal Subaccount**” means the subaccount so established in accordance with Section 3.04(b) hereof.

“**Series 2026B Revenue Account**” means the account so established in accordance with Article IV of the General Indenture and Section 3.04(b) hereof.

“**Series 2026B Serial Bonds**” shall mean the Series 2026B Bonds maturing on each April 1 and October 1 as set forth in Section 3.02(a) hereof.

“**Series 2026B Term Bonds**” shall mean the Series 2026B Bonds maturing October 1, 2041, October 1, 2046, October 1, 2051, October 1, 2056, and the Series 2026B PAC Bond.

“**Series 2026B Unexpended Proceeds**” means the proceeds in excess of $250,000* of the Series 2026B Bonds deposited in the Series 2026B Mortgage Loan Account which are not applied to the purchase of Series 2026B Mortgage Loans, Series 2026B Guaranteed Mortgage Securities or DPA Second Mortgage Loans.

“**Servicing Agreement**” means a contractual agreement of the Authority with a Servicer for the servicing of Qualified Mortgage Loans.

“**Servicer**” shall mean the public or private institution (including the Trustee or a Depository) with which the Authority shall execute a Servicing Agreement.

“**Sinking Fund Installments**” means the amount designated for any particular due date in Section 3.02 hereof for the retirement of Series 2026B Term Bonds on an unconditional basis.

“**Tax Certificate**” means the Tax Certificate executed and delivered by the Authority on the Closing Date with respect to the Series 2026B Bonds.

“**Trustee Fees**” has the meaning set forth in Section 5.03 hereof.

“**Underwriter**” means, collectively, the underwriters named in the Bond Purchase Contract.

“**VA**” shall mean the Veterans Administration, an agency of the United States of America, or any successor to its functions.

“**VA-Guaranteed**” shall mean guaranteed by the VA under the Serviceman’s Readjustment Act of 1944, as amended.

“**VA Guaranty**” shall mean a guaranty by the VA under the Serviceman’s Readjustment Act of 1944, as amended, meeting the requirements of the GNMA Guide, as defined in the Program Documents.

SECTION 1.02 Authority for this Series 2026B Indenture.

This Series 2026B Indenture is executed and delivered pursuant to the provisions of the Act and Article II of the General Indenture.

* Preliminary, subject to change.

ARTICLE II
AUTHORIZATION, PURPOSE AND ISSUANCE OF THE SERIES 2026B BONDS

SECTION 2.01 Principal Amount, Designation, and Series.

In order to fund the Program and for the other lawful purposes set forth herein and in the General Indenture, the Authority hereby issues under and pursuant to the General Indenture "Capital Area Finance Authority Single Family Mortgage Revenue Bonds, Series 2026B (Non-AMT)" in the aggregate principal amount of $_________* and with such other designations as may be determined necessary by an Authorized Representative.

SECTION 2.02 Purposes and Determinations.

The Series 2026B Bonds are issued for the purpose of financing Qualified Mortgage Loans through the purchase of Guaranteed Mortgage Securities backed by Mortgage Loans and the financing of DPA Second Mortgage Loans in connection with such Mortgage Loans. In accordance with the General Indenture, the aggregate principal amount of Series 2026B Bonds authorized to be issued hereunder is necessary to provide sufficient funds for such purposes.

SECTION 2.03 Pledge.

The pledge made and security interests granted in the General Indenture with respect to all Qualified Mortgage Loans (including any DPA Second Mortgage Loans), Revenues, money, securities, Funds and Accounts therein defined and created, and all covenants and agreements made by the Authority therein, are made and granted for the equal benefit, protection and security of the Holders of all Bonds, including the Series 2026B Bonds, without preference, priority or distinction of one Bond over any other of that or any other Series similarly authorized and issued under the General Indenture, as fully as though set out at length and resolved herein.

SECTION 2.04 Form of Series 2026B Bonds.

(a) The Series 2026B Bonds shall be issuable in the form of fully registered Bonds, maturing as to principal amounts, subject to transfer, registration and exchange as provided in Article VI of the General Indenture. The Series 2026B Bonds authorized hereby shall be numbered serially, and no Series 2026B Bond, whether issued initially or upon reregistration, transfer or exchange, shall bear the same number as any other Series 2026B Bond of the same Series contemporaneously Outstanding.

(b) The Series 2026B Bonds shall be typewritten or printed in substantially the form attached hereto as **Exhibit A**, with such additions, deletions or modifications as are permitted or required by the form of bond and by the General Indenture or this Series 2026B Indenture.

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* Preliminary, subject to change.

SECTION 2.05 Conditions Precedent to Issuance and Delivery.

(a) ***Documents Furnished to Trustee.*** The Series 2026B Bonds are being issued to provide funds for the purchase of Guaranteed Mortgage Securities as set forth in Section 202(B) of the General Indenture. The Authority shall furnish to the Trustee on the date of issuance and delivery of the Series 2026B Bonds each of the following items required by Section 203 of the General Indenture.

(1) copies of the General Indenture and this Series 2026B Indenture, certified by an Authorized Representative;

(2) The Counsel's Opinion that:

(i) the General Indenture and this Series 2026B Indenture have been duly adopted by the Authority and are valid and binding upon it and enforceable in accordance with their terms;

(ii) the General Indenture creates the valid pledge which it purports to create; and

(iii) the principal amount of the Series 2026B Bonds and other obligations theretofore issued by the Authority do not exceed any legal limitation;

(3) an Officer's Certificate, which may rely on the Cash Flow Certificate specified in subsection (4) below, stating:

(i) the amount of the proceeds of the Bonds (and any other funds) to be credited to all Funds and Accounts referred to in Section 301 of the General Indenture at the delivery of the Series 2026B Bonds;

(ii) that upon the issuance of Series 2026B Bonds the Parity Test and the Cash Flow Test will be satisfied;

(iii) that the issuance of the Series 2026B Bonds will have no material adverse effect on the ability of the Authority to pay, solely from the Trust Estate, all Principal Installments of and all Interest Requirements on all Bonds;

(iv) that the amount to be deposited in the Reserve Fund, if any, is sufficient to increase the amount in that Fund to the Reserve Requirement effective after the issuance of the Series 2026B Bonds; and

(v) that upon the issuance of the Series 2026B Bonds and deposit of amounts in all Funds and Accounts as directed in an Officer's Certificate and the related Series 2026B Indenture, the Parity Test will be satisfied; and

(4) The Cash Flow Certificate as required by Section 510(A) of the General Indenture.

(b) ***Trustee's Certification.*** The Trustee hereby determines and certifies that:

The Trustee has received the documents listed in paragraph (a) of Section 2.05 hereof; and

Upon the issuance of the Series 2026B Bonds, and deposit of amounts in all Funds and Accounts as directed in an Officer's Certificate, the Parity Test will be satisfied.

(c) ***Execution and Delivery of Series 2026B Bonds.*** The Series 2026B Bonds shall be printed or typewritten, shall be executed in the name of the Authority by the manual or facsimile signature of an Authorized Representative and shall be authenticated by the Trustee by manual signature in accordance with the provisions of Section 603 of the General Indenture, and shall be sealed with a printed or actual facsimile of the official seal of the Authority. After receipt of the Trustee's Certificate referred to in paragraph (b) of this Section, the Authorized Representative is authorized and directed to prepare, execute on the Authority's behalf and deliver to the Underwriter the certificates, opinions and other documents specified in the Bond Purchase Contract, the General Indenture and this Series 2026B Indenture and to deliver the Series 2026B Bonds to the Underwriter after receipt by the Trustee of the purchase price in the amount and in the manner therein specified.

SECTION 2.06 <u>Book-Entry System and Securities Depository</u>.

(a) The Series 2026B Bonds shall be initially issued as separately authenticated fully registered Bonds, and one Series 2026B Bond of each Series shall be issued in the principal amount of each stated maturity of the Series 2026B Bonds of each such Series. Upon initial issuance, the ownership of such Series 2026B Bonds shall be registered in the bond register in the name of Cede & Co., as nominee of DTC. The Trustee and the Authority may treat DTC (or its nominee) as the sole and exclusive owner of the Series 2026B Bonds registered in its name for the purposes of payment of the principal of or interest on the Series 2026B Bonds, selecting the Series 2026B Bonds or portions thereof to be redeemed, if any, giving any notice permitted or required to be given to registered owners of Series 2026B Bonds under the General Indenture or this Series 2026B Indenture, registering the transfer of Series 2026B Bonds, and for all other purposes whatsoever, and neither the Trustee nor the Authority shall be affected by any notice to the contrary. Neither the Trustee nor the Authority shall have any responsibility or obligation to any Participant, any person claiming a beneficial ownership interest in the Series 2026B Bonds under or through DTC or any Participant, or any other person which is not shown on the bond register as being a registered owner of any Series 2026B Bonds, with respect to the accuracy of any records maintained by DTC or any Participant, with respect to the payment by DTC or any Participant of any amount with respect to the principal of or interest on the Series 2026B Bonds, with respect to any notice which is permitted or required to be given to owners of Series 2026B Bonds under the General Indenture or this Series 2026B Indenture, with respect to the selection by DTC or any Participant of any person to receive payment in the event of a partial redemption of the Series 2026B Bonds, or with respect to any consent given or other action taken by DTC as registered owner of the Series 2026B Bonds. So long as any Series 2026B Bond is registered in the name of Cede & Co., as nominee of DTC, the Trustee shall pay all principal of and interest on such Series 2026B Bond, and shall give all notices with respect to such Series 2026B Bond, only to Cede &

Co. in accordance with DTC's Operational Arrangements, and all such payments shall be valid and effective to fully satisfy and discharge the Authority's obligations with respect to the principal of and interest on the Series 2026B Bonds to the extent of the sum or sums so paid. No person other than DTC shall receive an authenticated Series 2026B Bond for each separate stated maturity of each Series evidencing the obligation of the Authority to make payments of principal and interest. Upon delivery by DTC to the Trustee of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., the Series 2026B Bonds will be transferable to such new nominee in accordance with subsection (c) hereof.

(b) If the Authority determines that it is in the best interest of the Beneficial Owners that they be able to obtain Series 2026B Bonds in the form of bond certificates, the Authority may notify DTC and the Trustee, whereupon DTC shall notify the Participants of the availability through DTC of Series 2026B Bonds in the form of certificates. In such event, the Series 2026B Bonds will be transferable in accordance with subsection (c) hereof. DTC may determine to discontinue providing its services with respect to the Series 2026B Bonds at any time by giving notice to the Authority and the Trustee and discharging its responsibilities with respect thereto under applicable law. In such event, the Series 2026B Bonds will be transferable in accordance with subsection (c) hereof.

(c) If any transfer or exchange of Series 2026B Bonds is permitted under subsection (a) or (b) hereof, such transfer or exchange shall be accomplished upon receipt by the Trustee of the Series 2026B Bonds to be transferred or exchanged and appropriate instruments of transfer to the permitted transferee in accordance with the provisions of the General Indenture and this Series 2026B Indenture. If Series 2026B Bonds in the form of certificates are issued to owners other than Cede & Co., its successor as nominee for DTC as owner of all the Series 2026B Bonds, or another securities depository as owner of all the Series 2026B Bonds, the provisions of the General Indenture and this Series 2026B Indenture shall also apply to all matters relating thereto, including, without limitation, the printing of such Series 2026B Bonds in the form of bond certificates and the method of payment of principal of and interest on such Series 2026B Bonds in the form of bond certificates. Prior to any transfer of the Series 2026B Bonds outside the book-entry system (including, but not limited to, the initial transfer outside the book-entry system) the transferor shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any costs basis reporting obligations under Section 6045 of the Code. The Trustee shall conclusively rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

ARTICLE III
TERMS OF THE SERIES 2026B BONDS; CREATION OF FUNDS AND ACCOUNTS

SECTION 3.01 <u>Issue Date; Denominations; Record Date; and Place of Payment</u>.

(a) The Issue Date of the Series 2026B Bonds shall be the Dated Date.

(b) The Series 2026B Bonds shall be issued in denominations of $5,000 principal amount, or any integral multiple thereof, not exceeding the principal amount maturing on any principal payment date.

(c) Interest on the Series 2026B Bonds shall be payable on each Interest Payment Date by check or draft mailed to the person in whose name the Series 2026B Bond is registered on the registration books of the Trustee maintained by the Trustee at the close of business on the fifteenth (15th) day (whether or not a Business Day) preceding each Interest Payment Date (the "Record Date") or, upon the written request of a Holder of a Series 2026B Bond and payment of any applicable wire transfer fee of the Trustee, by wire transfer on each interest payment date from the Trustee to the Holder thereof as of the Record Date; provided, however, that so long as all of the Outstanding Series 2026B Bonds are registered in the name of DTC or its designee, or other securities depository as permitted by paragraph (d) of Section 3.03 hereof, payment of interest on the Series 2026B Bonds shall be made in accordance with operational arrangements of the securities depository as agreed to by the Authority.

(d) The principal of and any redemption premium on any Series 2026B Bonds shall be payable at the designated corporate trust operations office of the Trustee upon presentation and surrender of the Series 2026B Bonds on or after the date of maturity or redemption thereof; provided, however, that so long as all Outstanding Series 2026B Bonds are registered in the name of DTC or its designee, or other permitted securities depository, the securities depository may, in its discretion, make a notation on any Series 2026B Bond indicating the date and amount of any reduction of principal except in the case of final maturity, in which case the Series 2026B Bonds shall be surrendered to the Trustee for payment.

SECTION 3.02 Maturities; Interest Rates; and Sinking Fund Installments.

(a) ***Series 2026B Serial Bonds.*** $________* principal amount of the Series 2026B Bonds shall be Serial Bonds maturing on April 1 and October 1 in the following years and amounts and bearing interest at the following rates per annum:

Maturity Date*	Principal Amount	Interest Rate
4/1/2028		
10/1/2028		
4/1/2029		
10/1/2029		
4/1/2030		
10/1/2030		
4/1/2031		
10/1/2031		
4/1/2032		
10/1/2032		
4/1/2033		
10/1/2033		
4/1/2034		
10/1/2034		
4/1/2035		
10/1/2035		
4/1/2036		
10/1/2036		
4/1/2037		
10/1/2037		
4/1/2038		
10/1/2038		

(b) ***Series 2026B Term Bonds Due October 1, 2041*.*** $_________* principal amount of the Series 2026B Bonds shall be Term Bonds bearing interest at the rate of ___%* per annum and maturing October 1, 2041 and shall be subject to mandatory redemption by application of Sinking Fund Installments at their principal amount plus accrued interest on April 1 and October 1 in the following years and in the following amounts:

Installment Date	Principal Amount
4/1/2039	
10/1/2039	
4/1/2040	
10/1/2040	
4/1/2041	
10/1/2041*	

*Maturity.

* Preliminary, subject to change.

(c) ***Series 2026B Term Bonds Due October 1, 2046*.*** $_________* principal amount of the Series 2026B Bonds shall be Term Bonds bearing interest at the rate of ___% per annum and maturing October 1, 2046 and shall be subject to mandatory redemption by application of Sinking Fund Installments at their principal amount plus accrued interest on April 1 and October 1 in the following years and in the following amounts:

Installment Date	Principal Amount
4/1/2042	
10/1/2042	
4/1/2043	
10/1/2043	
4/1/2044	
10/1/2044	
4/1/2045	
10/1/2045	
4/1/2046	
10/1/2046*	

*Maturity.

(d) ***Series 2026B Term Bonds Due October 1, 2051*.*** $_________* principal amount of the Series 2026B Bonds shall be Term Bonds bearing interest at the rate of ___%* per annum and maturing October 1, 2051 and shall be subject to mandatory redemption by application of Sinking Fund Installments at their principal amount plus accrued interest on April 1 and October 1 in the following years and in the following amounts:

Installment Date	Principal Amount
4/1/2047	
10/1/2047	
4/1/2048	
10/1/2048	
4/1/2049	
10/1/2049	
4/1/2050	
10/1/2050	
4/1/2051	
10/1/2051*	

*Maturity.

* Preliminary, subject to change.

(e) ***Series 2026B Term Bonds Due October 1, 2056**.** $__________* principal amount of the Series 2026B Bonds shall be Term Bonds bearing interest at the rate of ___%* per annum and maturing October 1, 2056 and shall be subject to mandatory redemption by application of Sinking Fund Installments at their principal amount plus accrued interest on April 1 and October 1 in the following years and in the following amounts:

Installment Date	Principal Amount
4/1/2052	
10/1/2052	
4/1/2053	
10/1/2053	
4/1/2054	
10/1/2054	
4/1/2055	
10/1/2055	
4/1/2056	
10/1/2056*	

*Maturity.

* Preliminary, subject to change.

(f) ***Series 2026B PAC Bonds Due April 1, 2057*.*** $_________* principal amount of the Series 2026B PAC Bonds shall be Term Bonds bearing interest at the rate of ___%* per annum and maturing April 1, 2057 and shall be subject to mandatory redemption by application of Sinking Fund Installments at their principal amount plus accrued interest on April 1 and October 1 in the following years and in the following amounts:

Installment Date	Principal Amount	Installment Date	Principal Amount
4/1/2028		4/1/2043	
10/1/2028		10/1/2043	
4/1/2029		4/1/2044	
10/1/2029		10/1/2044	
4/1/2030		4/1/2045	
10/1/2030		10/1/2045	
4/1/2031		4/1/2046	
10/1/2031		10/1/2046	
4/1/2032		4/1/2047	
10/1/2032		10/1/2047	
4/1/2033		4/1/2048	
10/1/2033		10/1/2048	
4/1/2034		4/1/2049	
10/1/2034		10/1/2049	
4/1/2035		4/1/2050	
10/1/2035		10/1/2050	
4/1/2036		4/1/2051	
10/1/2036		10/1/2051	
4/1/2037		4/1/2052	
10/1/2037		10/1/2052	
4/1/2038		4/1/2053	
10/1/2038		10/1/2053	
4/1/2039		4/1/2054	
10/1/2039		10/1/2054	
4/1/2040		4/1/2055	
10/1/2040		10/1/2055	
4/1/2041		4/1/2056	
10/1/2041		10/1/2056	
4/1/2042		4/1/2057*	
10/1/2042			

*Maturity.

* Preliminary, subject to change.

SECTION 3.03 Redemption Provisions.

(a) ***Optional Redemption.*** The Series 2026B Bonds, other than the Series 2026B PAC Bonds, are subject to redemption prior to maturity, at the option of the Authority, in whole or in part, at any time on or after ___________[*], from any source of funds, at a Redemption Price equal to the principal amount thereof plus accrued interest, if any, to but not including the date fixed for redemption.

The Series 2026B PAC Bonds are subject to redemption at the option of the Authority, from any source, on any date on or after ___________ 1, 20__[*], in whole or in part, at the redemption prices provided below, plus accrued interest thereon to the date of redemption:

Redemption Date[*]	Redemption Price
October 1, 2034 – March 31, 2035	
April 1, 2035 – September 30, 2035	
October 1, 2035 – March 31, 2036	
April 1, 2036 – September 30, 2036	
October 1, 2036 - December 31, 2036	
January 1, 2037 and thereafter	100.000%

(b) ***Unexpended Proceeds Redemption.*** The Series 2026B Bonds are subject to special redemption in whole or in part, (i) on February 1, 2027[*], from funds on deposit in the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount, to the extent that the funds on deposit in the Mortgage Loan Account exceed $25,216,000[*] and the funds on deposit in the DPA Second Mortgage Loan Subaccount exceed $1,000,000 on January 20, 2027[*]; and (ii) on August 1, 2027*, from funds on deposit in the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount that have not been applied to the purchase of Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans on or before July 20, 2027[*]. The foregoing special redemption dates and the periods for the purchase of Guaranteed Mortgage Securities may be extended pursuant to the Indenture if investment proceeds and/or additional deposits to the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount provide for later redemption dates that permit a redemption of the Series 2026B Bonds at a redemption price equal to 100% (or the initial offering price, if greater or less than 100%) of the principal amount of the Series 2026B Bonds to be redeemed on such later redemption date, plus accrued interest; provided, however, that if the moneys remaining on deposit in the Mortgage Loan Account and the DPA Second Mortgage Loan Subaccount, in the aggregate, are less than $250,000, such moneys shall be deemed Excess Revenues and shall be transferred to the Revenue Account and applied to the redemption of the Series 2026B Bonds.

The Authority shall determine or cause to be determined the amount of any remaining Series 2026B Unexpended Proceeds, if any, and shall apply such amount to the redemption of Series 2026B Bonds on or before March 1, 2029[*], as shall be necessary in the opinion of the Authority, upon consultation with Bond Counsel, to meet the requirements of Section 143(a)(2)(D) of the Code. Series 2026B Bonds redeemed with Series 2026B Unexpended Proceeds will be redeemed on a pro

[*] Preliminary, subject to change.

rata basis, unless otherwise directed by the Authority (provided that such direction shall not impact the weighted average life of the Series 2026B PAC Bonds).

(c) ***Series 2026B Bonds Special Redemption from Prepayments and Excess Revenues.***

The Series 2026B Bonds are subject to special redemption at the option of the Authority, in whole or in part, on the first calendar day of any month, commencing April 1, 2027*, at the principal amount so called for redemption plus accrued interest thereon, without premium, from moneys on deposit in the Revenue Account that are not required to make Debt Service Payments or pay Program Expenses on the Series 2026B Bonds, after giving effect to (i) any Debt Service Payments and Program Expenses due on the redemption date or (ii) if no Debt Service Payments or Program Expenses are due on such date, the pro rata portion of the next scheduled maturity amount or Sinking Fund Payment amount and Interest Payment on the Series 2026B Bonds and the pro rata portion of the next scheduled Program Expenses, to the extent such moneys remaining are in excess of $25,000**.**

Subject to the following paragraph, Series 2026B Prepayments, any other Prepayments under the General Indenture, and Excess Revenues derived by the Authority with respect to the Series 2026B Bonds may be used, at the direction of the Authority, to redeem any Bonds, including Bonds other than the Series 2026B Bonds.

(d) ***Redemption of Series 2026B PAC Bonds*****:**

The Series 2026B PAC Bonds are subject to mandatory redemption from, and to the extent received, Directed Series 2026B Principal Payments and Excess Revenues. "Directed Series 2026B Principal Payments" means, with respect to any redemption date, repayments and Prepayments Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities, less the sum of (i) the principal amount of any Series 2026B Bonds scheduled to mature or subject to Sinking Fund Installment on such redemption date (or, if no such Series 2026B Bonds are scheduled to mature or are subject to Sinking Fund Installment on such redemption date, a pro rata portion of the next subsequent scheduled maturity amount or Sinking Fund Payment amount of such Series 2026B Bonds) and (ii) the Restricted Principal Receipts used to redeem Series 2026B Bonds. The Series 2026B PAC Bonds shall be redeemed monthly as set forth in **Exhibit E** attached hereto at a redemption price equal to 100% of the principal amount thereof plus accrued interest to the redemption date to the extent that, after giving effect to such redemption, the aggregate principal amount of the Series 2026B PAC Bonds Outstanding on such redemption date is not less than the respective Series 2026B PAC Bonds Applicable Amount as set forth in in **Exhibit E** attached hereto for any Bond Payment Date. If the Directed Series 2026B Principal Payments and Excess Revenues are insufficient in any monthly period to call the Series 2026B PAC Bonds in the amount described in this subsection, the Series 2026B PAC Bonds will continue to be callable in future monthly periods from Directed Series 2026B Principal Payments and Excess Revenues received in such future monthly period in the same manner as described in this subsection. If there are excess Directed Series 2026B Principal Payments and Excess Revenues with respect to any monthly period, such excess may be applied to any authorized purpose under the Indenture,

* Preliminary, subject to change.

including the redemption of other Bonds as described in this subsection (including the Series 2026B PAC Bonds if required under the Code).

In the event Series 2026B Bonds are to be redeemed in part (other than through Sinking Fund Installments) such redemptions shall be applied as follows:

FIRST, redeem the Series 2026B Premium PAC Bonds until the principal amount of the PAC Bonds Outstanding is equal to the Series 2026B PAC Bonds Applicable Amount as of such redemption date (as set forth in **Exhibit E** attached hereto);

SECOND, after applying the amounts as described in clause FIRST above, and until the outstanding principal amount of all Series 2026B Bonds has been reduced to the applicable 450% PSA Outstanding Bond Amount for all Series 2026B Bonds, any remaining amounts may be applied to redeem all Series 2026B Bonds, except the Series 2026B Premium PAC Bonds, on a pro rata basis; or may be applied to any authorized purpose under the Indenture.

THIRD, after applying the amounts as described in clauses FIRST and SECOND above, any remaining amounts may be applied to redeem all Series 2026B Bonds (including the Series 2026B Premium PAC Bonds), on a pro rata basis; or may be applied to any authorized purpose under the Indenture.

Prepayments of and Excess Revenues from Mortgage Loans, other than the Series 2026B Mortgage Loans or Series 2026B Guaranteed Mortgage Securities, may be applied to the redemption of the Series 2026B PAC Bonds, but only to the extent that such redemptions do not cause the outstanding balance of the Series 2026B PAC Bonds to be less than the Series 2026B PAC Bonds Applicable Amount in **Exhibit E** attached hereto

If the Series 2026B PAC Bonds are redeemed from Series 2026B Unexpended Proceeds, the amount of Series 2026B PAC Bonds redeemed will be proportional to the total amount of Series 2026B Bonds being redeemed, and the Series 2026B PAC Bonds Applicable Amount set forth above will be reduced proportionately.

(e) ***Partial Redemption.*** If less than all of the Series 2026B Bonds are to be redeemed at any time, the Authority shall direct the maturities and principal amounts thereof to be redeemed. If less than all of the Series 2026B Bonds of any maturity are to be redeemed at any time, whether by the application of Sinking Fund Installments or otherwise, the Trustee shall select the Series 2026B Bonds of such maturity to be redeemed by lot to each $5,000 principal amount of any such Series 2026B Bond; provided, however, that so long as all Outstanding Series 2026B Bonds are registered in the name of DTC or its designee, or other permitted securities depository, the Series 2026B Bonds to be redeemed shall be selected in accordance with the operational arrangements of the securities depository as agreed to by the Authority.

(f) ***Special "Ten Year Rule" Mandatory Redemption.*** Notwithstanding any other provision of this Series 2026B Indenture or the General Indenture to the contrary, all Series 2026B Principal Repayments and Series 2026B Loan Prepayments received on and after _____________, 2036 shall be deposited to the Series 2026B Revenue Account and shall be used only to redeem Series 2026B Bonds. The "10 Year Rule" (Section 143(a)(2)(A)(iv) of the Code) requires that Series 2026B Principal Repayments and Prepayments of principal on Mortgage Loans must be used to redeem the Series of tax-exempt Bonds that financed such Mortgage Loans to the extent such repayments and Prepayments are received more than 10 years after such Series was issued as a tax exempt bond. Such repayments and Prepayments, when received, are referred to herein as "**Restricted Principal Receipts**." The 10 Year Rule generally limits the Authority's ability to cross call Bonds from Restricted Principal Receipts. From time to time, there have been efforts to repeal the 10 Year Rule. Any repeal of the 10 Year Rule during the period the Series 2026B Bonds remain Outstanding may increase the risk that the 2026 Series 2026B Bonds would be cross called or that Revenues associated with the Series 2026B Bonds might be used to cross call other Bonds.

To comply with the 10-Year Rule, with respect to the Series 2026B Mortgage Loans and the Series 2026B Guaranteed Mortgage Securities (or portions thereof) expected to be acquired with moneys made available upon the issuance of the Series 2026B Bonds, the following cumulative percentage of scheduled Series 2026B Principal Repayments and Prepayments on such Series 2026B Mortgage Loans and Series 2026B Guaranteed Mortgage Securities (or portions thereof) received on or after the following dates is required to be applied no later than the close of the first semiannual period beginning after the date of receipt to the retirement of the Series 2026B Bonds through payment thereof at maturity or redemption:

Start Date	**End Date**	**Percent**
________, 20__	________, 20__	0.00%
________, 20__	Final Maturity	100.00%

All "Ten Year Rule" redemptions from Restricted Principal Receipts with respect to the Series 2026B Mortgage Loans and Series 2026B Guaranteed Mortgage Securities (or portions thereof) financed with moneys made available upon the issuance of the Series 2026B Bonds shall be applied to redeem Series 2026B Bonds.

(g) ***General Provisions.*** All actions taken by the Authority and the Trustee in the redemption of Series 2026B Bonds shall conform to the provisions of Sections 404 and 407 and Article VII of the General Indenture.

(h) ***Purchase in Lieu of Redemption.*** Series 2026B Bonds may be purchased in lieu of redemption as set forth in an Officer's Certificate delivered to the Trustee, at a purchase price not exceeding the Redemption Price applicable on the next date when Series 2026B Bonds are redeemable (provided that such purchase price may exceed the applicable Redemption Price unless the amount of such excess shall be paid from moneys not pledged under the General Indenture, or moneys which could otherwise be released to the Authority pursuant to the General Indenture.

(i) ***Notice.*** The Trustee shall redeem Series 2026B Bonds (except as part of a Sinking Fund Installment) in accordance with an Officer's Certificate and the terms and provisions of the Series 2026B Bonds, the General Indenture and this Series 2026B Indenture, select the Series 2026B Bonds to be redeemed, and shall give notice (which notice shall be dated the date given), in the name of the Authority, of the redemption of Series 2026B Bonds, which notice shall specify the information required by Section 702 of the General Indenture. Such notice shall be given to the parties designated in the General Indenture in accordance with the terms of Section 704 of the General Indenture. Trustee will transmit notice of redemption to the registered owners of the Series 2026B Bonds to be redeemed not less than twenty (20) days prior to the redemption date (or such shorter period as may be acceptable to the securities depository (if applicable) or the then registered owner). Such notice shall specify the redemption date, the Redemption Price, the place, and manner of payment and that from the redemption date interest will cease to accrue on the Series 2026B Bonds which are the subject of such notice and shall include such other information as the Trustee shall deem appropriate or necessary at the time such notice is given to comply with any applicable law, regulation, or industry standard.

SECTION 3.04 <u>Establishment and Funding of Accounts</u>.

The following accounts are hereby created relating to the Series 2026B Bonds and shall be funded from the sources in the following amounts:

Sources	
Series 2026B Bond Principal Amount	$__________*
Series 2026B Bond Premium	$__________
Authority Contribution	$__________
Total	***$__________***

(a) ***Series 2026B Mortgage Loan Account and DPA Second Mortgage Loan Subaccount.*** Pursuant to the General Indenture and this Series 2026B Indenture, the Trustee shall establish an account designated as the Series 2026B Mortgage Loan Account, including therein a DPA Second Mortgage Loan Subaccount. On the Closing Date, the Trustee shall deposit $__________* into the Series 2026B Mortgage Loan Account and $__________* into the DPA Second Mortgage Loan Subaccount.

Moneys in the Series 2026B Mortgage Loan Account shall be used for the purpose, and as authorized by Section 303 of the General Indenture, to purchase Series 2026B Guaranteed Mortgage Securities. Moneys in the DPA Second Mortgage Loan Subaccount shall be used to purchase DPA Second Mortgage Loans. Such moneys shall be invested in Investments pending their application to purchase Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans as herein provided. Upon their purchase, Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans shall be credited to the Series 2026B Revenue Account.

(b) ***Series 2026B Revenue Account.*** Pursuant to the General Indenture and this Series 2026B Indenture, the Trustee shall establish an account designated as the Series 2026B Revenue Account, consisting of (a) the Series 2026B Principal Subaccount, (b) the

* Preliminary, subject to change.

Series 2026B Interest Subaccount, and (c) the Series 2026B Rebate Account. On the Closing Date, the Trustee shall deposit $10,000* into the Series 2026B Revenue Account.

The Trustee shall make deposits and disbursements of Revenues allocable to the Series 2026B Bonds, including principal and interest payments related to the Series 2026B Guaranteed Mortgage Securities and the DPA Second Mortgage Loans transferred to the Series 2026B Principal Subaccount or the Series 2026B Interest Subaccount, as applicable, pursuant to Section 303 of the General Indenture, into and from said Account or subaccount from time to time in accordance with Sections 402 and 403 of the General Indenture or as otherwise directed by an Officer's Certificate furnished pursuant to the General Indenture.

(c) ***Series 2026B Cost of Issuance Account.*** Pursuant to the General Indenture and this Series 2026B Indenture, the Trustee shall establish an account designated as the Series 2026B Cost of Issuance Account to pay Cost of Issuance in connection with the issuance of the Series 2026B Bonds. On the Closing Date, the Trustee shall deposit $_______ into the Series 2026B Cost of Issuance Account.

(d) ***Capitalized Interest Account of the Special Program Fund.*** Pursuant to the General Indenture, the Trustee shall establish an account designated Capitalized Interest Account of the Special Program Fund to be used (i) to the extent funds deposited in the Revenue Account are insufficient, to pay debt service on the Bonds, (ii) to fund the accrued interest for the purchase of Guaranteed Mortgage Securities, (iii) to the extent funds deposited in the Mortgage Loan Account are insufficient, to fund the purchase price of the Guaranteed Mortgage Securities, and (iv) to pay the redemption price of the Bonds as required to affect all required redemptions. On the Closing Date, the Trustee shall deposit $_______ into the Capitalized Interest Account of the Special Program Fund.

(e) ***Series 2026B Rebate Account.*** The Authority hereby covenants to pay to the United States Treasury Department amounts credited to the Series 2026B Rebate Account of the Revenue Fund, except as otherwise may be directed in an Officer's Certificate, together with an opinion of Bond Counsel approving such direction under Section 148 of the Code, filed with the Trustee. Money to be applied to the payment of any rebate shall be derived from deposits to the Series 2026B Rebate Account as directed in an Officer's Certificate.

ARTICLE IV
DETERMINATIONS WITH RESPECT TO SERIES 2026B MORTGAGE LOANS AND GUARANTEED MORTGAGE SECURITIES

SECTION 4.01 Terms and Conditions of Series 2026B Mortgage Loans.

Subject to Section 4.03 hereof and Section 304 of the General Indenture, the Series 2026B Mortgage Loans are expected to:

(a) have level amortization over their term and contain other provisions or parameters as set forth in the Program Documents;

(b) bear interest at the applicable interest rate as set forth in **Exhibit C** hereto; and

(c) be pooled to back Guaranteed Mortgage Securities bearing the applicable pass-through rate of interest as specified in **Exhibit C** hereto.

SECTION 4.02 Determinations Relating to the Receipt and Application of Prepayments and Excess Revenues.

All Revenues derived from the Series 2026B Mortgage Loans, the Series 2026B Guaranteed Mortgage Securities relating thereto and the DPA Second Mortgage Loans shall be deposited in and/or credited to the Series 2026B Revenue Account. Excess Revenues held in the Series 2026B Revenue Account shall be applied as provided in and subject to Section 3.03(c).

SECTION 4.03 Determination as to Series 2026B Mortgage Loans.

In accordance with and for purposes of Section 202 of the General Indenture:

(a) The expected interest rate or rates, purchase price or prices and maturity date or dates of the Series 2026B Mortgage Loans expected to be financed in connection with the issuance and delivery of the Series 2026B Bonds shall be as set forth in Section 4.01 hereof and **Exhibit C** hereto, and the maximum amount by which the yield actually provided by such Series 2026B Mortgage Loans in the aggregate may exceed the yield on the issue of the Series 2026B Bonds shall be as set forth in **Exhibit C** hereto.

(b) All moneys deposited to the credit of the Series 2026B Mortgage Loan Account shall be used to purchase (i) Series 2026B Guaranteed Mortgage Securities issued by or guaranteed by (A) GNMA which represent undivided beneficial ownership interests in Mortgage Loans having FHA Insurance, VA Guaranty, or an RD Guaranty or (B) Fannie Mae or Freddie Mac with respect to conventional Mortgage Loans and (ii) DPA Second Mortgage Loans. Such moneys shall be used to purchase Series 2026B Guaranteed Mortgage Securities which are consistent with the requirements of (1) the Authority as set forth in the Program Documents of the Authority, (2) the Act, and (3) the Code relating to the tax-exempt status for federal income tax purposes of interest on the Series 2026B Bonds. The Authority reasonably expects to purchase Series 2026B Guaranteed Mortgage Securities in the amounts and at the prices set forth in **Exhibit C** hereto from Participating

Lenders with the amounts credited to the Series 2026B Mortgage Loan Account and hereby authorizes the execution and delivery of the Program Documents with the prospective Participating Lenders relating to the above.

(c) The Authority hereby determines that there will be no setting aside or reservation of amounts in the Series 2026B Mortgage Loan Account for the purpose of purchasing additional Mortgage Loans or Guaranteed Mortgage Securities from Participating Lenders except as otherwise provided in this Series 2026B Indenture.

(d) Subject to certain set-aside amounts established by the Authority hereunder, the amounts deposited in the Series 2026B Mortgage Loan Account shall be available on a "first come, first served" basis for qualifying borrowers applying through Lenders participating in the Program. Said amounts shall be available and used to purchase Series 2026B Guaranteed Mortgage Securities as described in **Exhibit C** and as follows:

(i) As described in **Exhibit C** hereto, amounts deposited in the Series 2026B Mortgage Loan Account shall be available for the purchase of Series 2026B Guaranteed Mortgage Securities backed by Series 2026B Qualified Mortgage Loans and DPA Second Mortgage Loans. Each Series 2026B Guaranteed Mortgage Security backed by Series 2026B Qualified Mortgage Loans shall be purchased at the applicable purchase prices set forth in **Exhibit C** hereto.

(ii) The Authority reserves the right, in connection with attempting to achieve full utilization of Series 2026B Bond proceeds on deposit in the Series 2026B Mortgage Loan Account to purchase Series 2026B Guaranteed Mortgage Securities backed by Series 2026B Qualified Mortgage Loans and DPA Second Mortgage Loans, to make any adjustments to interest rates thereon as may be necessary to meet yield compliance requirements of the Code (as will be necessary if the Authority determines to maintain the competitiveness of the interest rates on the Series 2026B Mortgage Loans with interest rates generally available in the conventional mortgage market).

(iii) The Authority covenants to make any adjustments to interest rates on the Series 2026B Mortgage Loans and/or the DPA Second Mortgage Loans as may be necessary to meet yield compliance requirements of the Code that will not adversely affect the validity and enforceability of the Series 2026B Bonds.

(iv) The Authority covenants to reserve $_________* **-** (representing an amount at least equal to 20% of the "new money" proceeds of the Series 2026B Bonds) for the purpose of originating Series 2026B Mortgage Loans which finance "targeted area residences" (as defined in the Code) until September 29, 2027 (representing a period of one year subsequent to the date of delivery of the Series 2026B Bonds); provided, however, that the Authority may provide for the origination of Series 2026B Mortgage Loans with respect to targeted area residences in such other manner which, in the opinion of Bond Counsel, will not

* Preliminary, subject to change.

adversely affect the exclusion of interest on the Series 2026B Bonds from gross income for federal income tax purposes.

SECTION 4.04 Determinations as to Origination Periods.

Guaranteed Mortgage Securities and DPA Second Mortgage Loans purchased with amounts deposited in the Series 2026B Mortgage Loan Account shall be sold to the Authority not later than the expiration of the origination period. The date of expiration of the origination period and any provisions relating thereto shall be set forth in the Program Documents. To the extent that there are funds remaining in the Series 2026B Mortgage Loan Account after the expiration of the origination period, the Series 2026B Bonds as provided in this Series 2026B Indenture.

The Authority may extend the period during which it may purchase Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans with proceeds in the Series 2026B Mortgage Loan Account to a date no later than February 20, 2029, if deemed necessary or advisable by the Authority, upon delivery by the Authority to the Trustee and the Rating Agency then rating the Series 2026B Bonds of (a) a Cash Flow Statement giving effect to such extension, (b) written evidence from the Cash Flow Preparer to the Authority and the Trustee that the Rating Agency then rating the Series 2026B Bonds has reviewed the Cash Flow Certificate and has not objected to such extension, and (c) in connection with an extension of the period during which it may purchase Series 2026B Guaranteed Mortgage Securities, an opinion of Bond Counsel that such extension will not adversely affect the tax-exempt status of the Series 2026B Bonds.

SECTION 4.05 Commitment Fees.

The Authority shall receive no Commitment Fees relating to the Series 2026B Mortgage Loans, Series 2026B Mortgage Loans, or the DPA Second Mortgage Loans.

SECTION 4.06 Modifications Contained in Officer's Certificate.

The amounts, deposits, transfers and other provisions set forth in this Article IV shall be subject to change as shall be set forth in an Officer's Certificate delivered to the Trustee following the issuance of the Series 2026B Bonds and Series 2026B Bonds. Said Officer's Certificate shall constitute the final and conclusive determination as to all matters set forth in this Article IV.

SECTION 4.07 Approval of Various Program Documents.

Reference is hereby made to the following documents (which are subject to changes or modifications as permitted by the General Indenture or such Program Documents):

(a) Program Notice;

(b) Servicing Agreement between the Authority and the Servicer, as amended; and

(c) Authority's Program Notice.

The above documents are herein referred to as the "**Program Documents**." The Authority covenants to fully comply with the requirements applicable to it as set forth in the Program Documents and further covenants that the proceeds of the Series 2026B Bonds deposited will be used in accordance with the requirements of the Program Documents.

SECTION 4.08 Covenants Regarding Guaranteed Mortgage Securities.

The Authority covenants that all Series 2026B Guaranteed Mortgage Securities purchased with moneys in the Series 2026B Mortgage Loan Account shall be held by the Trustee to the credit of the Series 2026B Revenue Account. If the Trustee does not receive a payment on any GNMA I Certificate constituting a Guaranteed Mortgage Security by the fifteenth day of any month, the Trustee shall immediately notify by telephone and demand payment from the Servicer in immediately available funds on that date, and if the Trustee does not receive any such payment on any such GNMA I Certificate when due on the fifteenth day of any such month, the Trustee shall immediately notify by telephone and demand payment from Ginnie Mae. If the Trustee does not receive a payment on any GNMA II Certificate constituting a Guaranteed Mortgage Security by the twentieth day of any month or on any Fannie Mae Certificate or Freddie Mac Certificate constituting a Guaranteed Mortgage Security by the twenty-fifth day of any month, the Trustee shall immediately notify by telephone and demand payment from the Servicer in immediately available funds as of such date, and if the Trustee does not receive any such payment on any such GNMA II Certificate when due on the twentieth day of any month or on any such Fannie Mae Certificate or Freddie Mac Certificate when due on the twenty-fifth day of any such month, the Trustee shall immediately notify by telephone and demand payment from Ginnie Mae, Fannie Mae or Freddie Mac, as applicable.

SECTION 4.09 Covenant as to Compliance; Delivery of Opinion of Bond Counsel and Rating Letter.

The Authority hereby covenants that it is in compliance with all applicable requirements of the General Indenture as of the date of this Series 2026B Indenture. Concurrently with the execution and delivery of this Series 2026B Indenture, the Authority has delivered (a) an opinion of Bond Counsel to the effect that the interest on the Series 2026B Bonds will be excluded from gross income for federal income tax purposes (with customary assumptions, exceptions and qualifications) and (b) a rating letter from the Rating Agency indicating that the Series 2026B Bonds have received the rating of "Aa1."

ARTICLE V
ADDITIONAL DETERMINATIONS AND COVENANTS

SECTION 5.01 General Tax Covenant.

In Section 505 of the General Indenture the Authority has covenanted that it will at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Authority on the Series 2026B Bonds shall be exempt from all federal income taxation, and that no part of the proceeds of the Series 2026B Bonds shall at any time be used directly or indirectly to acquire securities or obligations the acquisition of which, from the funds used for that purpose, if reasonably anticipated on the date of issuance of any Bond, would have caused such Bond to be an arbitrage bond, unless such acquisition is at such time permitted by applicable federal tax law and the Treasury Regulations thereunder, as then in effect. The Authority shall at all times do and perform all acts and things permitted by law and the General Indenture and necessary or desirable in order to assure that the proceeds of the Series 2026B Bonds, and the Revenues attributable thereto, will be used in a manner consistent with the provisions of applicable federal tax law and applicable regulations.

SECTION 5.02 Establishment of Authority Fees.

In accordance with the requirements of the General Indenture and this Series 2026B Indenture, the Authority has caused the Cash Flow Preparer to prepare final cash flow analyses and bond/mortgage yield computations (collectively, the "**Cash Flow Analyses**"), relating to the Series 2026B Bonds. The Cash Flow Analyses provide for the payment of a fee to the Authority related to the administration of the Program and/or with respect to the Series 2026B Mortgage Loans, the Series 2026B Guaranteed Mortgage Securities, and the DPA Second Mortgage Loans in an amount equal to 0.125%* of the outstanding Series 2026B Guaranteed Mortgage Securities per annum payable semi-annually on each April 1 and October 1, commencing on the second April 1 or October 1, as the case may be, following the last purchase of a Guaranteed Mortgage Securities. Such fees are hereby established by the Authority as the "**Authority Fees**" and shall be payable on such dates and in such amounts so that such payments shall not adversely affect the then-current rating on the Series 2026B Bonds by each Rating Agency then rating the Series 2026B Bonds at the request of the Authority.

SECTION 5.03 Compensation of Trustee.

In furtherance of the provisions of Section 1108 of the General Indenture, it is agreed that the Trustee shall receive a fee of $1,750* payable semi-annually, in advance beginning April 1, 2027, and on each April 1 and October 1 thereafter in the amounts and subject to the limitations and conditions set forth in the Fee Schedule (the "**Trustee Fees**").

* Preliminary, subject to change.

SECTION 5.04 No Reserve Requirement.

The Authority does not require establishment of a Reserve Requirement with respect to the Series 2026B Bonds, and no subaccount shall be established within the Reserve Fund in connection with the Series 2026B Bonds.

SECTION 5.05 Continuing Disclosure.

The Authority hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of the Indenture, failure of the Authority to comply with the Continuing Disclosure Agreement shall not be considered an Event of Default under the Indenture; however, the Trustee may (and, at the written direction of the Holders of at least a majority in aggregate principal amount of Outstanding Series 2026B Bonds who have provided the Trustee with adequate security and indemnity, shall) or any holder or Beneficial Owner of a Series 2026B Bond may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the Authority to comply with its obligations under this Section. For purposes of this Section, Beneficial Owner shall mean any person who has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Series 2026B Bonds (including persons holding Series 2026B Bonds through nominees, depositories, or other intermediaries).

ARTICLE VI
MISCELLANEOUS

SECTION 6.01 Limited Obligations of the Authority.

The Series 2026B Bonds shall be special, limited obligations of the Authority payable solely from the revenues and assets pledged therefor pursuant to the General Indenture and this Series 2026B Indenture. The Series 2026B Bonds do not constitute a debt, liability, or obligation, either general or special, of the State or any political subdivision thereof. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to payment of the Series 2026B Bonds. The Authority has no taxing power.

THE SERIES 2026B BONDS SHALL NOT CONSTITUTE OR CREATE AN OBLIGATION, EITHER GENERAL OR SPECIAL, DEBT, LIABILITY OR MORAL OBLIGATION, OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER. EXCEPT AS PROVIDED BELOW, THE SERIES 2026B BONDS ARE LIMITED AND SPECIAL OBLIGATIONS OF THE AUTHORITY SECURED BY AND PAYABLE SOLELY FROM THE INCOME, REVENUES AND FUNDS PLEDGED AND A SECURITY INTEREST GRANTED THEREFOR PURSUANT TO THE GENERAL INDENTURE. THE AUTHORITY HAS NO TAXING POWER, AND NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE PARISH OF EAST BATON ROUGE, LOUISIANA, THE STATE OF LOUISIANA OR ANY POLITICAL SUBDIVISION OR GOVERNMENTAL UNIT THEREOF HAS BEEN PLEDGED TO THE PAYMENT OF THE SERIES 2026B BONDS. THE SERIES 2026B BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY AGENCY THEREOF OR GNMA AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

SECTION 6.02 Immunity of Authority Parties.

No recourse shall be had for the enforcement of any obligation, covenant, promise, or agreement of the Authority contained in this Series 2026B Indenture, any other Authority Documents, or in any Series 2026B Bond or for any claim based hereon or otherwise in respect hereof or upon any obligation, covenant, promise, or agreement of the Authority contained in any agreement, instrument, or certificate executed in connection with the Program or the issuance and sale of the Series 2026B Bonds, against any of the Authority Parties, whether by virtue of any Constitutional provision, statute, or rule of law, or by the enforcement of any assessment or penalty or otherwise; it being expressly agreed and understood that no personal liability whatsoever shall attach to, or be incurred by, any of the Authority Parties, either directly or by reason of any of the obligations, covenants, promises, or agreements entered into by the Authority with the Trustee, or to be implied therefrom as being supplemental hereto or thereto, and that all personal liability of that character against each and every Authority Party (to the extent any such liability exists) is, by the execution of the Bonds, this Series 2026B Indenture, and the other Authority Documents, and as a condition of, and as part of the consideration for, the execution of the Series 2026B Bonds, this Series 2026B Indenture, and the other Authority Documents, expressly waived and released.

SECTION 6.03 No Pecuniary Liability of the Authority.

No agreements or provisions contained herein, or any agreement, covenant, or undertaking by the Authority in connection with the Program or the issuance, sale, remarketing, and/or delivery of the Series 2026B Bonds shall give rise to any pecuniary liability of the Authority or a charge against its general credit, or shall obligate the Authority financially in any way, except as may be payable from the Trust Estate pledged hereby for the payment of the Bonds and their application as provided in this Series 2026B Indenture. No provision, covenant, or agreement contained herein, or any obligations imposed upon the Authority, or the breach thereof, shall constitute an indebtedness of the Authority within the meaning of any State constitutional or statutory limitation or shall constitute or give rise to a charge against the Authority's general credit.

SECTION 6.04 Severability of Invalid Provisions.

If any one or more of the covenants or agreements provided in this Series 2026B Indenture on the part of the Authority or any Bond Service Provider to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Series 2026B Indenture.

SECTION 6.05 Counterparts.

This Series 2026B Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SECTION 6.06 Survival.

Notwithstanding the payment in full of the Series 2026B Bonds and the discharge of this Series 2026B Indenture, all provisions in this Series 2026B Indenture concerning (a) the interpretation of this Series 2026B Indenture, (b) the governing law, (c) the forum for resolving disputes, (d) the Authority's right to rely on facts or certificates, and (e) the lack of pecuniary liability of the Authority and the State, shall survive and remain in full force and effect.

SECTION 6.07 Table of Contents and Section Headings Not Controlling.

The Table of Contents and the Headings of the several Sections of this Series 2026B Indenture have been prepared for convenience of reference only and shall not control, affect the meaning of or be taken as an interpretation of any provision of this Series 2026B Indenture.

SECTION 6.08 Facsimile/Electronic Mail Communications.

Any notice given shall be given in accordance with Section 1206 of the General Indenture.

Effective Date. The Authority has caused these presents to be signed in its name and behalf and to evidence its acceptance of the trusts hereby created and the Trustee has caused these presents to be signed in its name and behalf by its duly authorized officer, all as of the date set forth above.

[SIGNATURE PAGES AND EXBITITS REDACTED]

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APPENDIX C

FORM OF OPINION OF BOND COUNSEL

Capital Area Finance Authority
Baton Rouge, Louisiana

$50,000,000*
CAPITAL AREA FINANCE AUTHORITY
Single Family Mortgage Revenue Bonds
Series 2026B (Non-AMT)

Ladies and Gentlemen:

We have acted as Bond Counsel to the Capital Area Finance Authority (the "***Authority***"), a public trust and public corporation created for the benefit of the Parish of East Baton Rouge, State of Louisiana (the "***Parish***"), in connection with the authorization and issuance of the Authority's $50,000,000* Capital Area Finance Authority Single Family Mortgage Revenue Bonds, Series 2026B (Non-AMT) (the "***Bonds***").

The Authority is issuing the Bonds in accordance with the provisions of Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive (the "***Act***"), and other constitutional and statutory authority of the State of Louisiana (the "***State***") and pursuant to a General Indenture of Trust, to be dated as of September 1, 2026* (the "***General Indenture***"), as supplemented and amended by the Series 2026B Indenture, to be dated as of September 1, 2026* (the "***Series 2026B Indenture***", together with the General Indenture, the "***Indenture***"), each by and between the Authority and Regions Bank, as trustee (the "***Trustee***").

Capitalized terms used herein which are not otherwise defined have the meanings ascribed thereto in the Indenture.

We understand that proceeds of the Bonds together with the premium proceeds thereof will be deposited to Series 2026B Mortgage Loan Account in order to provide for the purchase by the Trustee of Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans that financed the acquisition by qualified first-time homebuyers of owner occupied residential real property within areas of the State that the Authority has been approved to finance Qualified Mortgage Loans.

The Bonds are issued in Authorized Denominations, bear interest until paid at the rates per annum, mature on the dates in the principal amounts, are payable in the manner and are subject to redemption prior to maturity all as set forth in the Indenture.

We have examined (i) the Constitution and statutes of the State, including the Act, (ii) a certified transcript of the proceedings of the Authority in connection with the issuance of the Bonds, (iii) executed counterparts of the Indenture, (iv) the forms of the Authority Documents, and (v) such other documents, instruments, papers and matters of law as we have considered necessary or appropriate for the purposes of the legal opinions in this letter.

In such examinations, we have assumed the genuineness of all signatures; the authenticity and completeness of all documents and records submitted to us as originals; the conformity to the original documents of all documents and records submitted to us as facsimile, notarial, certified, pdf, or photostatic copies; and the authenticity of the originals of such latter documents and records. As to all questions of fact material to the opinions expressed herein, we have

* Preliminary, subject to change.

assumed, without independent investigation, the accuracy of the factual matters addressed by, and accordingly have relied upon certificates of public officials.

On the basis of the foregoing examinations, but subject to the qualifications, assumptions, and statements of reliance herein, we are of the opinions as of the date hereof and under existing law that:

1. The Authority is a public trust and public corporation established for public purposes and existing under the Act and other laws of the State and has full power and authority to issue the Bonds, to acquire the Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans with the proceeds of the Bonds, to collect revenues from the Series 2026B Guaranteed Mortgage Securities and DPA Second Mortgage Loans, and to perform all of its obligations under the Indenture.

2. The Indenture and the Authority Documents have been duly authorized and executed by the Authority and constitute the valid and binding agreements of the Authority.

3. The Bonds have been duly authorized, executed and delivered, and assuming the due authentication thereof by the Trustee constitute valid and binding and enforceable limited and special obligations of the Authority as provided in the Indenture. The Bonds are payable solely from the Trust Estate held under and pursuant to the Indenture and pledged therefor. The Bonds do not constitute an obligation, either general or special, of the State or any political subdivision of the State or constitute or give rise to a pecuniary liability of the State or any political subdivision of the State. The Authority does not have the power to pledge the general credit or taxing power of the State or of any political subdivision of the State.

4. The Indenture creates a valid pledge and assignment of the Trust Estate by the Authority in favor of the Trustee.

5. The Bonds are not an obligation, either general or special, debt, liability or moral obligation of the State or of any political subdivision thereof, within the meaning of any constitutional or statutory provision whatsoever, and neither the faith and credit nor the taxing power of the State or any political subdivision thereof, is pledged to the payment of the principal of, premium, if any, or interest on the Bonds. The Authority has no taxing power nor does it have the power to pledge the general credit or taxing power of the State or any political subdivision thereof.

6. Interest on the Bonds is excludable from the gross income of the owners thereof for federal income tax purposes under the Internal Revenue Code of 1986, as amended (the "***Code***"), and interest on the Bonds is not an item of tax preference for purposes of the federal alternative minimum tax imposed by Section 55 of the Code; however, such interest is taken into account in determining the annual adjusted financial statement income of applicable corporations (as defined in Section 59(k) of the Code) for the purpose of computing the alternative minimum tax imposed on corporations.

7. Pursuant to the Act, the Bonds and the income therefrom are exempt from all taxation in the State.

The Code and the regulations applicable thereunder contain certain requirements which must be met subsequent to the issuance and delivery of the Bonds for the interest on the Bonds to be and remain excludable from gross income of the owners of such Bonds for federal income tax purposes. The Authority has covenanted to institute various program requirements and procedures in the Indenture and the Authority Documents for the purpose of satisfying the applicable requirements of the Code. In addition, the Authority has covenanted in the Indenture and the Authority's Tax Certificate to take such actions as are required under the Code to maintain the exclusion of the interest on the Bonds from gross income of the owners of the Bonds for federal income tax purposes.

Except as stated above, we express no opinion as to any federal, state, or local tax consequences resulting from the ownership of, receipt of interest on or disposition of the Bonds. The foregoing opinions are qualified to the extent that the rights of the owners of the Bonds and the enforceability of the Bonds, the Authority Documents, and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of the sovereign police powers of the State, or its governmental bodies, and the exercise of judicial discretion in appropriate cases.

In rendering this opinion letter, we have relied upon the opinion of even date herewith of Gregory A. Pletsch & Associates, as counsel to the Trustee, with respect to the power of the Trustee to enter into and the due authorization, execution, and delivery of the Indenture and that the same constitutes the legal, valid, and binding obligation of the Trustee, enforceable against the Trustee in accordance with its terms.

For the purposes of this opinion letter, our services as bond counsel have not extended beyond the examinations and expressions of the conclusions referred to above. Except as stated above, no opinion is expressed as to any federal, state, or local tax consequences resulting from the ownership of, receipt of interest on, or disposition of, the Bonds.

In this opinion letter issued in our capacity as bond counsel, we are opining only upon those matters set forth herein, and we are not passing upon the accuracy, adequacy or completeness of any statements made in connection with any offer or sale of the Bonds, and we have not assumed any responsibility with respect to the financial condition or capabilities of the Authority or the disclosure thereof in connection with the sale of the Bonds.

This opinion letter is an expression of professional judgment regarding the matters expressly addressed herein. It is neither a guarantee of result nor an insurance policy with respect to the transaction or the future actions or performance of any party or entity. Our services have not included any financial or other non-legal advice. The advice and opinions herein are given as of the date hereof and are based upon statutes, regulations, rulings, and court decisions in effect on the date hereof and not as of any future date. It should be noted that material changes regarding matters of fact and applicable law may hereafter occur. We expressly disclaim any undertaking or responsibility to review, revise, update or supplement this opinion letter subsequent to its date for any reason or to advise you of any change in the law, whether by reason of legislative or regulatory action, by judicial decision or otherwise, or of any change of facts or circumstances or of any facts or circumstances that may hereafter come to our attention or for any other reason.

Respectfully submitted,

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APPENDIX D

PROPOSED FORM OF CONTINUING DISCLOSURE CERTIFICATE

IN CONNECTION WITH

$50,000,000[*]
Capital Area Finance Authority
Single Family Mortgage Revenue Bonds
(Mortgage-Backed Securities Program)
Series 2026B (Non-AMT)

This Continuing Disclosure Certificate dated as of September 29, 2026[*] (the "***Disclosure Certificate***"), is executed and delivered by the **Capital Area Finance Authority** (the "***Authority***"), in connection with the Authority's $50,000,000[*] Capital Area Finance Authority Single Family Mortgage Revenue Bonds, Series 2026B (Non-AMT) (the "***Series 2026B Bonds***"). The Series 2026B Bonds were issued pursuant to the provisions of the Louisiana Public Trust Act, Chapter 2-A of Title 9 of the Louisiana Revised Statutes of 1950, as amended, La. R.S. 9:2341-2347, inclusive (the "***Act***"), the Louisiana Constitution of 1974, as amended (the "***Constitution***") and other applicable laws of the State of Louisiana (the "***State***"), and pursuant to duly adopted resolutions of the Authority dated May 21, 2026, and July 27, 2026. The Series 2026B Bonds are further being issued pursuant to a General Indenture of Trust, dated as of September 1, 2026[*] (the "***General Indenture***"), as supplemented and amended by the Series 2026B Indenture, to be dated as of September 1, 2026[*] (the "***Series 2026B Indenture***"), each by and between the Authority and Regions Bank, as trustee (the "***Trustee***"), acting through its corporate trust office maintained in Baton Rouge, Louisiana. The General Indenture and the Series 2026B Indenture are referred to herein collectively as the "***Indenture***." The Authority covenants and agrees as follows:

SECTION 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Authority as Dissemination Agent for the benefit of the Series 2026B Bondholders, including beneficial owners, and in order to assist the Participating Underwriter (hereinafter defined) in complying with S.E.C. Rule 15c2-12(b) (5).

SECTION 2. Definitions. In addition to the definitions set forth in the preamble hereto which apply to any capitalized term used in this Disclosure Certificate, unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

"**Annual Bond Disclosure Report**" shall mean any Annual Bond Disclosure Report provided by the Authority pursuant to, and as described in, Sections 3 and 4 of this Disclosure Certificate.

"**Continuing Disclosure Certificate**" shall mean this Continuing Disclosure Undertaking dated as of September 29, 2026, by the Authority.

"**Dissemination Agent**" shall mean the Authority, or any successor Dissemination Agent designated in writing by the Authority and which has filed with the Trustee a written acceptance of such designation.

"**EMMA**" shall mean the internet-based portal referred to as the Electronic Municipal Market Access system operated by the Municipal Securities Rulemaking Board. The online address of EMMA is www.emma.msrb.org.

[*] Preliminary, subject to change.

"**Financial Obligation**" shall mean (a) a debt obligation, (b) a derivative instrument entered into in connection with or pledged as security or a source of payment for an existing or planned debt obligation, or (c) a guarantee of (a) or (b).

"**Listed Events**" shall mean any of the events listed below under "Reporting of Listed Events".

"**Participating Underwriter**" shall mean any of the original underwriters of the Series 2026B Bonds required to comply with the Rule in connection with offering of the Series 2026B Bonds.

"**MBS**" shall mean a mortgage-backed security purchased by the Trustee with proceeds of the Series 2026B Bonds.

"**MBS Type**" shall mean a mortgage-backed security designated as being issued by GNMA.

"**Person**" means an individual, a corporation, a partnership, a limited liability company, an association, a trust or any other entity or organization, including a governmental or political subdivision or an agency or instrumentality thereof.

"**Repository**" shall mean EMMA.

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

SECTION 3. **Provision of Annual Reports.** (a) The Authority shall file or shall cause the Dissemination Agent to file with EMMA not later than December 31 of each year, commencing December 31, 2026, an Annual Bond Disclosure Report which is consistent with the requirements of this Disclosure Certificate.

(b) If the Authority is unable to file an Annual Bond Disclosure Report with EMMA by December 31, the Authority shall file a notice in the form attached hereto as **Exhibit A** with EMMA on or prior to December 31 in such year stating that such Annual Bond Disclosure Report has not been timely completed and, if known, the date by which the Authority anticipates such Annual Bond Disclosure Report will be filed.

SECTION 4. **Content of Annual Reports.** Each Annual Bond Disclosure Report of the Authority shall contain or incorporate by reference the following:

1. The audited financial statements for the Authority for the most recently ended fiscal year, prepared in accordance with generally accepted accounting principles applicable from time to time to the Authority.

2. Upon the disbursement of all of the proceeds of the Series 2026B Bonds from the Acquisition Account of the Single Family Mortgage Homeownership Loan Program Fund, the Authority will make a one-time filing providing a list of the MBS purchased by the Trustee with the proceeds of the Series 2026B Bonds in the following format (which is anticipated to occur between the dates of February 1, 2027* and August 1, 2027*):

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* Preliminary, subject to change.

Date MBS Purchased by Trustee	MBS CUSIP Number	MBS Pool Number	MBS Type	MBS Original Principal Amount Purchased by Trustee	Mortgage Weighted Average Coupon	Pass-Through Rate

3. Tables setting forth, as of the end of such fiscal year for each maturity of the Series 2026B Bonds, the interest rate, original aggregate principal amount and principal amount remaining Outstanding.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of the Authority or related public entities, which have been submitted to EMMA or the Securities and Exchange Commission. If the document included by reference is a final official statement, it must be available from the Municipal Securities Rulemaking Board. The Authority shall clearly identify each such other document so included by reference.

SECTION 5. Reporting of Listed Events. The Authority covenants to provide, or cause to be provided, to EMMA, notice of the occurrence of any of the following events with respect to the Series 2026B Bonds. Each notice shall be so captioned and shall prominently state the date, title and CUSIP numbers of the Series 2026B Bonds.

1. Principal and interest payment delinquencies;

2. Non-payment related defaults, if material;

3. Unscheduled draws on debt service reserves reflecting financial difficulties;

4. Unscheduled draws on credit enhancements reflecting financial difficulties;

5. Substitution of credit or liquidity providers, or their failure to perform;

6. Adverse tax opinions, the issuance by the internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2026B Bonds, or other material events affecting the tax status of the Series 2026B Bonds;

7. Modifications to rights of Bondholders, if material;

8. Series 2026B Bond calls, if material, and tender offers;

9. Defeasances;

10. Release, substitution or sale of property securing repayment of the 2026B Bonds, if material;

11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Authority;

13. The consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

14. Appointment of a successor or additional paying agent or the change of name of a paying agent, if material;

15. Incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect security holders, if material; and

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

Upon the occurrence of a Listed Event set forth above, the Authority shall, not in excess of ten (10) business days after the occurrence of such Listed Event, file a notice of such occurrence with EMMA.

SECTION 6. **Termination of Reporting Obligation.** The Authority's obligations under this Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Series 2026B Bonds.

SECTION 7. **Dissemination Agent.** The Authority may, from time to time, appoint or engage a successor Dissemination Agent to assist it in carrying out its obligations under this Disclosure Certificate, and may discharge any such Dissemination Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be the Authority.

SECTION 8. **Amendment; Waiver.** Notwithstanding any other provision of this Disclosure Certificate, the Authority may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, if the Authority has received an opinion of counsel knowledgeable in federal securities laws to the effect that such amendment or waiver would not, in and of itself, cause the undertakings herein to violate the Rule if such amendment or waiver had been effective on the date hereof but taking into account any subsequent change in or official interpretation of the Rule.

SECTION 9. **Additional Information.** Nothing in this Disclosure Certificate shall be deemed to prevent the Authority from disseminating any other information, using the means of dissemination set forth in this Disclosure Certificate or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Disclosure Certificate. If the Authority chooses to include any information in any Annual Report or notice of occurrence of a Listed Event in addition to that which is specifically required by this Disclosure Certificate, the Authority shall have no obligation under this Disclosure Certificate to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

SECTION 10. **Default.** In the event of a failure of the Authority or a successor Dissemination Agent to comply with any provision of this Disclosure Certificate, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding Series 2026B Bonds, and upon receiving adequate indemnity against costs and expenses, shall), or any holder or beneficial owner may, take such actions as may be necessary and appropriate to cause the Authority or the successor Dissemination Agent, as the case may be, to comply with its obligations under this Disclosure Certificate. A default under this Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under this Disclosure Certificate in the event of any failure of the Authority or the Dissemination Agent to comply with this Disclosure Certificate shall be an action to compel performance.

SECTION 11. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Authority, the Dissemination Agent, the Trustee, the Participating Underwriter and owners from time to time of the Series 2026B Bonds and shall create no rights in any other person or entity.

CAPITAL AREA FINANCE AUTHORITY

By: ________________________________

Name: Vickie Theriot
Title: Interim President and Chief Executive Officer

Date: September 29, 2026*

* Preliminary, subject to change.

EXHIBIT A
to Continuing Disclosure Certificate

NOTICE OF
FAILURE TO FILE ANNUAL BOND DISCLOSURE REPORT

Name of Issuer: Capital Area Finance Authority

Name of Bond Issue: $50,000,000* Single Family Mortgage Revenue Bonds, Series 2026B (Non-AMT)

Date of Issuance: September 29, 2026*

NOTICE IS HEREBY GIVEN that the Capital Area Finance Authority (the "***Authority***") has not provided an Annual Bond Disclosure Report as required by Section 3(a) of the Continuing Disclosure Certificate dated as of September 29, 2026*. The Authority anticipates that its Annual Report will be filed by _____________________.

CAPITAL AREA FINANCE AUTHORITY,

Date: ___________________

By: ____
Name: ____
Title: ____

* Preliminary, subject to change.

APPENDIX E

BOOK-ENTRY SYSTEM

The Depository Trust Company ("**DTC**"), New York, New York, will act as securities depository for the Series 2026B Bonds. The Series 2026B Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully registered Series 2026B Bond certificate will be issued for each maturity of each Series 2026B Bonds, each in the aggregate principal amount of such maturity and will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC's participants ("**Direct Participants**") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities, through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations and certain other organizations. DTC is a wholly owned subsidiary of The Depository Trust & Clearing Corporation ("**DTCC**"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by the users of its regulated subsidiaries. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly ("**Indirect Participants**"). DTC has a Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com (information on the DTC website is not a part of this Official Statement).

Purchases of the Series 2026B Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2026B Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2026B Bond ("**Beneficial Owner**") is in turn to be recorded on the Direct and Indirect Participants' records. Beneficial Owners will not receive written confirmation from DTC of their purchase. Beneficial Owners are, however, expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the Series 2026B 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 Series 2026B Bonds, except in the event that use of the book-entry system for the Series 2026B Bonds is discontinued.

To facilitate subsequent transfers, all Series 2026B Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co. or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2026B 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 Series 2026B Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2026B Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of Series 2026B Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Series 2026B Bonds, such as redemptions, tenders, defaults and proposed amendments to the Series 2026B Bond documents. For example, Beneficial Owners of Series 2026B Bonds may wish to ascertain that the nominee holding the Series 2026B Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the Trustee and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2026B Bonds of the same maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Series 2026B Bonds unless authorized by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts Series 2026B Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal, redemption price and interest payments on the Series 2026B Bonds will be made to Cede & Co. or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Authority or the Trustee, on each payment 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, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal, redemption price (if applicable) and interest to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to Beneficial Owners is the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Series 2026B Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor depository is not obtained, Series 2026B Bond certificates are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry only transfers through DTC (or a successor depository). In that event, Series 2026B Bond certificates will be printed and delivered to DTC.

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

The Authority, Bond Counsel, the Trustee, the Underwriters and the Municipal Advisor cannot and do not give any assurances that the DTC Participants will distribute to the Beneficial Owners of the Series 2026B Bonds: (i) payments of principal of or interest on the Series 2026B Bonds; (ii) certificates representing an ownership interest or other confirmation of Beneficial Ownership interests in the Series 2026B Bonds; or (iii) redemption or other notices sent to DTC or its nominee, as the Registered Owners of the Series 2026B Bonds; or that they will do so on a timely basis or that DTC or its participants will serve and act in the manner described in this Official Statement. The current "Rules" applicable to DTC are on file with the Securities and Exchange Commission and the current "Procedures" of DTC to be followed in dealing with DTC Participants are on file with DTC.

None of the Authority, Bond Counsel, the Trustee, the Underwriters or the Municipal Advisor will have any responsibility or obligation to such DTC Participants (Direct or Indirect) or the persons for whom they act as nominees with respect to: (i) the Series 2026B Bonds; (ii) the accuracy of any records maintained by DTC or any DTC Participant; (iii) the payment by any DTC Participant of any amount due to any Beneficial Owner in respect of the principal amount of or interest on the Series 2026B Bonds; (iv) the delivery by any DTC Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to Registered Owners; (v) the selection of the Beneficial Owners to receive payment in the event of any partial redemption of the Series 2026B Bonds; or (vi) any consent given or other action taken by DTC as Registered Owner.

In reading this Official Statement, it should be understood that while the Series 2026B Bonds are in the Book Entry system, references in other sections of this Official Statement to Registered Owner should be read to include the Beneficial Owners of the Series 2026B Bonds, but: (i) all rights of ownership must be exercised through DTC and the Book Entry system; and (ii) notices that are to be given to Registered Owners by the Authority or the Trustee will be given only to DTC.

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APPENDIX F

SUMMARY OF GUARANTEED MORTGAGE SECURITY PROGRAMS, MORTGAGE LOAN PROGRAMS AND PROPERTY INSURANCE REQUIREMENTS FOR MORTGAGE LOANS

I. GUARANTEED MORTGAGE SECURITY PROGRAMS

GINNIE MAE PROGRAM

General. The summary of the Ginnie Mae Program, Ginnie Mae Securities and other documents referred to herein does not purport to be comprehensive and is qualified in its entirety by reference to the Ginnie Mae Guide (copies of which may be obtained from Ginnie Mae at the Office of Mortgage-Backed Securities, 451 Seventh Street, S.W., Washington, D.C. 20410) and to the Ginnie Mae Securities and other documents for full and complete statements of their provisions.

Ginnie Mae is a wholly owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development ("HUD") whose principal office is located in Washington, D.C.

Ginnie Mae is authorized by Section 306(g) of Title III of the National Housing Act to guarantee the timely payment of the principal of, and interest on, securities that are based on and backed by trusts or pools composed of mortgage loans insured or guaranteed under the National Housing Act, Title V of the Housing Act of 1949, the Servicemen's Readjustment Act, Chapter 37 of Title 38 of the United States Code or Section 184 of the Housing and Community Development Act of 1992 or guaranteed by the RD under its guaranteed Single Family Rural Housing Program. Section 306(g) further provides that "the full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under any guaranty by Ginnie Mae."

There are two Ginnie Mae MBS programs, Ginnie Mae I and Ginnie Mae II. Any Ginnie Mae Security acquired pursuant to the Program will be a "fully modified pass-through" security (guaranteed by Ginnie Mae pursuant to its Ginnie Mae I or Ginnie Mae II MBS program) which will require the servicer to pass through to the holder thereof the regular monthly payments on the underlying mortgage loans (less the service fees), whether or not the servicer receives such payments from the mortgagors on the underlying mortgage loans, plus any unscheduled recoveries of principal of the mortgage loans received by the servicer during the previous month. In order to meet its obligations under such guaranty, Ginnie Mae, in its corporate capacity under Section 306(d) of Title III of the National Housing Act, may issue its general obligations to the United States Treasury Department in an amount outstanding at any one time sufficient to enable Ginnie Mae, with no limitations as to amount, to perform its obligations under its guaranty of the timely payment of the principal of and interest on the Ginnie Mae Security. The Treasury Department is authorized to purchase any obligations so issued by Ginnie Mae and has indicated in a letter, dated February 13, 1970, from the Secretary of the Treasury to the Secretary of HUD, that the Treasury Department will make loans to Ginnie Mae, if needed, to implement the aforementioned guaranty.

Under the terms of its guaranty, Ginnie Mae also warrants to the holder of the Ginnie Mae Security that, in the event Ginnie Mae is called upon at any time to make payment on its guaranty of the principal of and interest on the Ginnie Mae Security, it will, if necessary, in accordance with Section 306(d) of Title III of the National Housing Act, apply to the Secretary of the United States Treasury Department for a loan or loans in amounts sufficient to make such payments of principal and interest.

Ginnie Mae shall have no responsibility to determine whether or not the Program complies with the requirements of the Code or whether or not interest on the Series 2026B Bonds may be exempt from federal income taxation. The payments due to the Trustee, as holder, pursuant to the terms of the Ginnie Mae Securities, will not change if the interest on the Series 2026B Bonds for any reason is determined to be subject to federal income taxation.

Servicing of the Mortgages. Under contractual agreements entered into by and between the Servicer and Ginnie Mae, the Servicer is responsible for servicing and otherwise administering the mortgage loans underlying the Ginnie Mae Securities in accordance with generally accepted practices of the mortgage banking industry and the Ginnie Mae Servicer's Guide (the "Ginnie Mae Guide").

The monthly remuneration of the Servicer, for its servicing and administrative functions, and the guaranty fee charged by Ginnie Mae are based on the unpaid principal amount of the Ginnie Mae Securities outstanding. The Ginnie Mae Securities carry an interest rate that is below the interest rate on the underlying mortgage loans (after taking into account the servicing and guaranty fees which are deducted from payments on the mortgage loans before payments are passed through to the holder of the Ginnie Mae Security).

It is expected that interest and principal payments on the mortgage loans underlying the Ginnie Mae Securities received by the Servicer will be the source of payments on the Ginnie Mae Securities. If such payments are less than what is due, the Servicer is obligated to advance its own funds to ensure timely payment of all amounts coming due on the Ginnie Mae Securities. Ginnie Mae guarantees such timely payment in the event of the failure of the Servicer to pay an amount equal to the scheduled payments (whether or not made by the mortgagors on the underlying mortgages).

The Servicer is required to advise Ginnie Mae in advance of any impending or actual default on scheduled payments so that Ginnie Mae, as guarantor, will be able to continue such payments as scheduled on the applicable payment date. If, however, such payments are not received as scheduled, the holder has recourse directly to Ginnie Mae.

Default by Servicer. In the event of a default by the Servicer, Ginnie Mae shall have the right, by letter to the Servicer, to effect and complete the extinguishment of the Servicer's interest in the mortgage loans underlying the Ginnie Mae Securities, and such mortgage loans shall thereupon become the absolute property of Ginnie Mae, subject only to the unsatisfied rights of the owner of the Ginnie Mae Security. In such event, Ginnie Mae will be the successor in all respects to the Servicer with respect to the transaction and the agreements set forth or arranged for in the Ginnie Mae Guide.

Payment of Principal and Interest on the Ginnie Mae Securities. Under the Ginnie Mae I Program, the Servicer makes separate payments, by the fifteenth day of each month, directly to each owner of Ginnie Mae Securities for each of the Ginnie Mae Securities held. Under the Ginnie Mae II Program, the Servicer makes aggregate funds for payments for Ginnie Mae Securities held by withdrawal by the Central Payment and Transfer Agent by the twentieth day of each month (or, if the twentieth day is not a business day, then the next business day).

Payment of principal of each Ginnie Mae I Security and Ginnie Mae II Security is expected to commence on the fifteenth and twentieth day of the month, respectively, following issuance of such Ginnie Mae Security.

Each installment on a Ginnie Mae Security is required to be applied first to interest and then in reduction of the principal balance then outstanding on the Ginnie Mae Security. Interest is to be paid at the specified rate on the unpaid portion of the principal of the Ginnie Mae Security. The amount of principal due on the Ginnie Mae Security shall be in an amount at least equal to the scheduled principal amortization currently due on the mortgage loans. However, payment of principal and interest is to be adjustable as set forth below.

Each of the monthly installments on a Ginnie Mae Security is subject to adjustment by reason of any prepayments or other unscheduled recoveries of principal on the underlying mortgage loans. In any event, the Servicer will pay to the holder of the Ginnie Mae Security monthly installments of not less than the interest due on the Ginnie Mae Security at the rate specified in the Ginnie Mae Security, together with any scheduled installments of principal, whether or not such interest or principal is collected from the mortgagors, and any prepayments or unscheduled recovery of principal. Final payment shall be made upon surrender of the outstanding Ginnie Mae Security.

FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM

The summary of the Fannie Mae MBS Program (as defined below), the Fannie Mae Securities and other documents referred to herein does not purport to be comprehensive and is qualified in its entirety by reference to the Fannie Mae Guides and the Fannie Mae Securities and other documents for full and complete statements of their provisions.

Fannie Mae is a federally government-sponsored enterprise organized and existing under the Federal National Mortgage Association Charter Act (12 U.S.C. Section 1716 et seq.). Fannie Mae was originally established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market. Fannie Mae is subject to the supervision and regulation of the Federal Housing Finance Corporation ("FHFA") to the extent provided in the Housing and Economic Recovery Act of 2008 ("HERA"). The FHFA has placed Fannie Mae into conservatorship.

THE SECURITIES OF FANNIE MAE ARE NOT GUARANTEED BY THE UNITED STATES GOVERNMENT (INCLUDING THE DEPARTMENT OF THE TREASURY) AND DO NOT CONSTITUTE A DEBT OR AN OBLIGATION OF THE UNITED STATES OR ANY AGENCY OR INSTRUMENTALITY THEREOF, INCLUDING THE DEPARTMENT OF THE TREASURY AND FHFA, OTHER THAN FANNIE MAE.

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

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

The terms of the Fannie Mae MBS Program are governed by the Fannie Mae Guides, as modified by a Pool Contract, and, in the case of mortgage loans such as the Mortgage Loans, a Trust Indenture, dated as of November 1, 1981, as amended (the "Fannie Mae Trust Indenture"), and a supplement thereto to be issued by Fannie Mae in connection with each pool. The Fannie Mae MBS Program is further described in a prospectus issued by Fannie Mae (the "Fannie Mae Prospectus"). The Fannie Mae Prospectus is updated from time to time. No Fannie Mae Prospectus Supplement will be available as to any Fannie Mae Securities acquired pursuant to the Program.

Copies of the Fannie Mae Prospectus and Fannie Mae's most recent annual and quarterly reports and proxy statement are available from Fannie Mae, Office of Investor Relations, 3900 Wisconsin Avenue, N.W., Washington, D.C. 20016.

Fannie Mae Securities. Any Fannie Mae Security acquired pursuant to the Program will represent the entire interest in a specified pool of conventional mortgage loans purchased by Fannie Mae from the servicer and identified in records maintained by Fannie Mae. The pool contract will require that each Fannie Mae Security be in a minimum amount of $250,000. The conventional mortgage loans backing each Fannie Mae Security will bear interest at a specified rate per annum, and each Fannie Mae Security will bear interest at a lower rate per annum (the "pass-through rate"). The difference between the interest rate on the conventional mortgage loans and the pass-through rate on the Fannie Mae Security will be collected by the servicer and used to pay the servicer's servicing fee and Fannie Mae's guaranty fee. Fannie Mae may change such fee and impose other charges from time to time.

Fannie Mae will guarantee to the registered holder of the Fannie Mae Securities that it will distribute amounts representing scheduled principal and interest at the applicable pass-through rate on the conventional mortgage loans in the pools represented by such Fannie Mae Securities, whether or not received, and the full principal balance of any foreclosed or other finally liquidated mortgage loan, whether or not such principal balance is actually received. THE OBLIGATIONS OF FANNIE MAE UNDER SUCH GUARANTEES ARE OBLIGATIONS SOLELY OF FANNIE MAE AND ARE NOT BACKED BY, NOR ENTITLED TO, THE FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. IF FANNIE MAE WERE UNABLE TO SATISFY SUCH OBLIGATIONS, DISTRIBUTIONS TO THE REGISTERED HOLDER OF FANNIE MAE SECURITIES WOULD CONSIST SOLELY OF PAYMENTS AND OTHER RECOVERIES ON THE UNDERLYING MORTGAGE LOANS AND, ACCORDINGLY, MONTHLY DISTRIBUTIONS TO THE HOLDER OF FANNIE MAE SECURITIES WOULD BE AFFECTED BY DELINQUENT PAYMENTS AND DEFAULTS ON SUCH MORTGAGE LOANS.

Payments on Mortgage Loans; Distributions on Fannie Mae Securities. Payments on a Fannie Mae Security are made to the owner thereof on the twenty-fifth day of each month (beginning with the month following the month such Fannie Mae Security is issued) or, if such twenty-fifth day is not a business day, on the first business day next succeeding such twenty-fifth day. With respect to each Fannie Mae Security, Fannie Mae will distribute to the beneficial owner an amount equal to the total of (i) the principal due on the mortgage loans in the related pool underlying such Fannie Mae Security during the period beginning on the second day of the month prior to the month of such distribution and ending on the first day of such month of distribution, (ii) the stated principal balance of any mortgage loan that was prepaid in full during the second month next preceding the month of such distribution (including as prepaid for this purpose any mortgage loan repurchased by Fannie Mae because of Fannie Mae's election to repurchase the mortgage loan after it is delinquent, in whole or in part with respect to four consecutive installments of principal and interest, or because of Fannie Mae's election to repurchase such mortgage loan under certain other circumstances as permitted by the Fannie Mae Trust Indenture), (iii) the amount of any partial prepayment of a mortgage loan received in the second month next preceding the month of distribution and (iv) one month's interest at the pass-through rate on the principal balance of the Fannie Mae Security as reported to the holder thereof in connection with the previous distribution (or, with respect to the first distribution, the principal balance of the Fannie Mae Security on its issue date).

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

Note Relating to "Uniform Mortgage-Backed Securities." On June 3, 2019, Fannie Mae and Freddie Mac (each, an "Enterprise" and, together, the "Enterprises") began issuing new, common, single mortgage-backed securities, formally known as Uniform Mortgage-Backed Securities ("UMBS"). The UMBS issued by the Enterprises finance the same types of fixed-rate mortgages that back Fannie Mae Securities and Freddie Mac Securities and are guaranteed by either Fannie Mae or Freddie Mac depending upon which Enterprise issues the UMBS. Each UMBS is backed by fixed-rate mortgage loans purchased entirely by one of the Enterprises; thus, there is no comingling of collateral. The UMBS have characteristics similar to Fannie Mae Securities, and Freddie Mac has modified its security structure to more closely align with Fannie Mae Securities. The Enterprises may be required to consult with each other to ensure specific Enterprise programs or policies do not cause or have potential to cause cash flows to investors of mortgage-backed securities to misalign. For purposes of this Official Statement and the Indenture, the term "Guaranteed Mortgage Securities" includes UMBS.

FREDDIE MAC MORTGAGE-BACKED SECURITIES PROGRAM

General. The summary of the Federal Home Loan Mortgage Corporation ("Freddie Mac"), the Freddie Mac Guarantor Program, 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 Authority makes no representation regarding the content, accuracy or availability of any such document or any information provided at such web site. Such website is not part of this Official Statement.

Freddie Mac is a shareholder-owned government-sponsored enterprise created on July 24, 1970 pursuant to the Federal Home Loan Mortgage Corporation Act and Title III of the Emergency Home Finance Act of 1970, as amended, 12 U.S.C. Sections 1451-1459 (the "Freddie Mac Act"). Freddie Mac is subject to the supervision and regulation of the Federal Housing Finance Corporation ("FHFA") to the extent provided in HERA. The FHFA has placed Freddie Mac into conservatorship.

The securities of Freddie Mac are not guaranteed by the United States government (including the Department of the Treasury) and do not constitute a debt or an obligation of the United States or any agency or instrumentality thereof, including the Department of the Treasury and FHFA, other than Freddie Mac.

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

Freddie Mac's statutory mission is to provide stability in the secondary market for home mortgages, to respond appropriately to the private capital market and to provide ongoing assistance to the home mortgage secondary market by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for home mortgage financing. The principal activity of Freddie Mac consists of the purchase of first lien, conventional, residential mortgages and participation interests in such mortgages from mortgage lending institutions and the resale of the whole loans and participations so purchased in the form of guaranteed mortgage securities (the "Freddie Mac Certificates"). Freddie Mac generally matches its purchases of mortgages with sales of Freddie Mac Certificates. Mortgages retained by Freddie Mac are financed with short- and long-term debt and equity capital.

Freddie Mac Certificates. Each Freddie Mac Certificate (which is a Guaranteed Mortgage Security under the Indenture) will represent an undivided interest in a pool of fixed-rate, first-lien conventional mortgage loans or FHA- and VA-guaranteed mortgage loans, or participation interests therein. Freddie Mac guarantees to each registered holder of a Freddie Mac Certificate that it will distribute amounts representing such holder's proportionate interest in interest payments on the mortgage loans in the pool represented by such Freddie Mac Certificates (less servicing and guarantee fees aggregating the excess of the interest on such mortgage loans over the Freddie Mac Certificates' pass-through rate), whether or not such amount is actually received. With respect to certain Freddie Mac Certificates, Freddie Mac guarantees the holder's proportionate interest in scheduled principal payments on such mortgage loans, if timely received, and also guarantees ultimate collection of scheduled principal payments, prepayments of principal and the remaining principal balance in the event of a foreclosure or other disposition of a mortgage loan. With respect to such Freddie Mac Certificates, Freddie Mac may remit the amount due on account of its guarantee of collection of principal at any time after default on an underlying mortgage, but not later than (i) 30 days following foreclosure sale, (ii) 30 days following payment of the claim by any mortgage insurer or (iii) 30 days following the expiration of any right of redemption, whichever occurs later, but in any event no later than one year after demand has been made upon the mortgagor for accelerated payment of principal. Freddie Mac Certificates may also include those Freddie Mac Certificates (the "Fully Guaranteed Freddie Mac Certificates") as to which Freddie Mac has guaranteed the timely payment of the holder's proportionate interest in scheduled principal payments on the underlying mortgage loans, as calculated by Freddie Mac.

THE OBLIGATIONS OF FREDDIE MAC UNDER ITS GUARANTEES ARE OBLIGATIONS SOLELY OF FREDDIE MAC AND ARE NOT BACKED BY, OR ENTITLED TO, THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. IF FREDDIE MAC WERE UNABLE TO SATISFY SUCH OBLIGATIONS, DISTRIBUTIONS TO THE REGISTERED HOLDERS OF FREDDIE MAC CERTIFICATES WOULD CONSIST SOLELY OF PAYMENTS AND OTHER RECOVERIES ON THE UNDERLYING MORTGAGE LOANS AND, ACCORDINGLY, MONTHLY DISTRIBUTIONS TO THE HOLDERS OF FREDDIE MAC CERTIFICATES WOULD BE AFFECTED BY DELINQUENT PAYMENTS AND DEFAULTS ON SUCH MORTGAGE LOANS.

Conforming Loan Limits. 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 2026, Freddie Mac's conforming loan limit for a first lien conventional single-family mortgage is $832,750 for a one-family dwelling in the Commonwealth. 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 has 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- or VA-guaranteed mortgage loans.

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.

Servicing of the Mortgages. 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 sub servicers, 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. 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 Freddie Mac Certificate.

Note Relating to "Uniform Mortgage-Backed Securities." On June 3, 2019, Fannie Mae and Freddie Mac (each, an "Enterprise" and, together, the "Enterprises") began issuing new, common, single mortgage-backed securities, formally known as Uniform Mortgage-Backed Securities ("UMBS"). The UMBS issued by the Enterprises finance the same types of fixed-rate mortgages that back Fannie Mae Securities and Freddie Mac Securities and are guaranteed by either Fannie Mae or Freddie Mac depending upon which Enterprise issues the

UMBS. Each UMBS is backed by fixed-rate mortgage loans purchased entirely by one of the Enterprises; thus, there is no comingling of collateral. The UMBS have characteristics similar to Fannie Mae Securities, and Freddie Mac has modified its security structure to more closely align with Fannie Mae Securities. The Enterprises may be required to consult with each other to ensure specific Enterprise programs or policies do not cause or have potential to cause cash flows to investors of mortgage-backed securities to misalign. For purposes of this Official Statement and the Indenture, the term "Guaranteed Mortgage Securities" includes UMBS.

II. MORTGAGE LOAN PROGRAM

Introduction

The United States Department of Housing and Urban Development ("HUD"), created by the Housing and Urban Development Act of 1965, is responsible for the administration of various federal programs authorized under the National Housing Act of 1934, as amended (the "National Housing Act"), and the United States Housing Act of 1937, as amended. The Department of Veterans Affairs ("VA") administers the mortgage guarantee program authorized under the Servicemen's Readjustment Act of 1944, as amended (the "Servicemen's Readjustment Act"). The Cranston-Gonzalez National Affordable Housing Act of 1990 authorized the establishment of FmHA Guaranteed Rural Housing Loan Program. These programs may be financed by annual appropriations from Congress, as well as by mortgage insurance premiums and fees; subsidies and insurance payments are in some cases made from trust funds established under the various programs.

Following is a summary of programs relating to mortgages which the Authority may finance under the Program and is only a brief outline and does not purport to summarize or describe all of the provisions of such programs. For a more complete description of the terms of such programs, reference is made to the provisions of the contracts embodied in the regulations of the FHA, the VA and the RD, respectively, and of the regulations, master insurance contracts and other such information of the various private mortgage insurers and federal government guarantors.

Federal Authorization and Funding

The continued availability of certain governmental mortgage insurance and guarantee programs depends on periodic action by the United States Congress and the President, which action may be influenced by federal fiscal and budgetary considerations and controversies. In addition, other funding made available to, or administered by, the Authority may be curtailed or provided in a different manner. It is not possible to predict what effect, if any, future governmental action may have on the ability of the Authority to purchase insured or guaranteed mortgage loans or on its other operations.

Federal Housing Administration Mortgage Insurance Programs

The National Housing Act authorizes various Federal Housing Administration ("FHA") mortgage insurance programs, which differ in some respects depending primarily upon whether the premises contain five or more dwelling units or less than five such units. FHA imposes loan-to-value ratio limitations and other requirements on all single family mortgage loans it insures. Under the Section 203(b) program, which is the most widely used FHA insurance program, FHA insures mortgage loans of up to 30 years' duration for the purchase of one-to-four family dwelling units. The maximum loan-to-value factor for one-family residences may generally not exceed an amount equal to 96.50% of the appraised value of the property, plus the initial FHA insurance premium. In addition, loans under the Section 203(b) program, together with any subordinate loans, may not exceed 100% of the appraised value of the property and the mortgagor must pay, at a minimum, 3.50% of the lesser of the appraised value or the sales price of the property.

Insurance benefits are payable only upon foreclosure (or other acquisition of possession) and conveyance of the premises to FHA or if the servicer elects to use FHA's Claim Without Conveyance of Title (CWCOT) program upon completion of the foreclosure action. Assignment of a defaulted loan to FHA is not permitted. Insurance claims are paid by FHA in cash unless the insured specifically requests payment in debentures issued by FHA. FHA has the option at its discretion to pay insurance claims in cash or in such debentures. FHA debentures issued in satisfaction of FHA insurance claims bear interest payable semiannually on January 1 and July 1 of each year at the FHA debenture interest rate (which may be lower than the rate on the insured mortgage), which is the monthly average yield for the month in which the default on the mortgage occurred, on United States Treasury Securities adjusted to a constant maturity of 10 years.

When entitlement to insurance benefits results from foreclosure (or other acquisition of possession) and conveyance, the insurance payment is computed as of the date of the institution of foreclosure or the date of acquisition of the property, whichever is earlier, and the insured generally is not compensated for interest accrued and unpaid prior to that date. Under such circumstances, the amount of insurance benefits generally paid by FHA is equal to the unpaid principal amount of the mortgage loan adjusted to reimburse the mortgagee for certain tax, insurance and similar payments made by it and to deduct certain amounts received or retained by the mortgagee after default, plus reimbursement not to exceed two-thirds of the mortgagee's foreclosure costs. The regulations under all insurance programs described above provide that the insurance payment itself bears interest from the date of default by the mortgagor, which under HUD regulations will occur no less than 30 days after the due date of a mortgage payment to the date of payment of the claim at the same interest rate as the applicable HUD debenture interest rate determined in the manner set forth above.

When any property conveyed to FHA has been damaged by fire, earthquake, flood or tornado or the property has suffered damage due to failure of the mortgagee to make required inspections, it is required, as a condition to payment of an insurance claim, that such property be repaired by the mortgage lender prior to such conveyance. In some instances, when damage has resulted from failure of the mortgagee to inspect and preserve the property, FHA may deduct the amount of such damages from the insurance payment made by FHA.

The availability of FHA mortgage insurance depends on congressional action to increase the limitation on the aggregate amount of loan guarantees. The fees and standards for participation in FHA insurance programs may change as a result of congressional action or changes in regulations by HUD. It is not possible to predict the effect of legislative or regulatory action, if any, on the ability of the Authority to purchase Mortgage Loans or Guaranteed Mortgage Securities.

Department of Veterans Affairs Mortgage Guaranty Program

The Servicemen's Readjustment Act, as amended, permits a veteran (or, in certain instances, the spouse of a veteran) to obtain a mortgage loan guaranty by the VA covering mortgage financing of the purchase of a one-to-four family dwelling unit. This program has no mortgage loan limits, requires no down payment from the purchaser and permits the guaranty of mortgage loans with terms limited by the estimated economic life of the property, up to approximately 30 years.

Under the VA's three tier guaranty system, the maximum guaranty allowed is based on the size of the mortgage loan. The Blue Water Navy Vietnam Veterans Act of 2019, effective January 1, 2020, eliminated county loan limits for certain veterans on loans greater than $144,000. The current maximum guaranty is as follows: (i) for mortgage loans of $45,000 or less, 50% of the loan; (ii) for mortgage loans greater than $45,000 to $56,250, an amount of $22,500; (iii) for mortgage loans greater than $56,250 to $144,000, the lesser of 40% of the loan or $36,000; and (iv) for loans greater than $144,000, (x) 25% of the loan amount for veterans with full VA home loan guaranty entitlement and (y) 25% of the Freddie Mac conforming loan limits for veterans who have previously used and not restored the guaranty entitlement. The actual guaranty may be less than the maximum guaranty as described above in the event a veteran's guaranty entitlement previously used for a guaranteed loan has not been restored by the VA.

The liability on the guaranty is reduced or increased pro rata with any reduction or increase in the amount of the guaranteed indebtedness, but in no event will the amount payable on the guaranty exceed the amount of the original guaranty. Notwithstanding the dollar and percentage limitations of the guaranty, a mortgage holder will ordinarily suffer a monetary loss only where the difference between the unsatisfied indebtedness and the proceeds of a foreclosure sale of the mortgaged premises is greater than the original guaranty, as adjusted. The VA may, at its option and without regard to the guaranty, make full payment to a mortgagee of unsatisfied indebtedness on a mortgage upon its assignment to the VA. Under certain circumstances, a mortgagee is required to accept partial payments on a loan that is more than 60 days overdue.

When a VA loan is foreclosed, the VA must decide whether to (i) acquire the property and pay off the debt or (ii) not acquire the property through the "no bid" process. Under option (ii), the VA gives instructions to the mortgagee to make "no bid" at the foreclosure sale and pays the guaranty amount to the mortgagee, leaving the mortgagee responsible for the disposition of the property. Mortgagees may also "buy down" the veteran's indebtedness at the time of the foreclosure sale to convert a no bid into a VA acquisition. "No bids" are more likely if the property has significantly declined in value, because the cost to the VA may be less than their expected cost to acquire, manage and dispose of the property.

United States Department of Agriculture/Rural Development Guaranteed Rural Housing Loan Program

The Cranston-Gonzalez National Affordable Housing Act of 1990 revised and expanded the interest assistance program for guaranteed loans pursuant to Section 502 of Title V of the Housing Act of 1949, as amended, by creating the Rural Development (formerly the FmHA) Guaranteed Rural Housing Loan Program, acting through the United States Department of Agriculture, ("***RD***"). A RD guaranty is supported by the full faith and credit of the United States and is available with mortgage loans for the acquisition of existing or newly constructed single family, nonfarm principal residences occupied by the borrower. Such mortgage loans are limited to properties in certain rural areas with populations not greater than 20,000 and to borrowers whose adjusted annual income does not exceed 115% of median area income.

The interest assistance paid monthly by RD to the loan servicer reduces the borrower's effective interest rate. The amount of interest rate reduction is dependent upon the household's annual income, which is recertified by the loan servicer annually. Legislation is annually introduced as part of the federal appropriation process which would provide additional funding; however there is no assurance that such legislation will be adopted.

The maximum loss payment pursuant to the RD guaranty is the lesser of (i) any loss of an amount equal to 90% of the principal amount actually advanced to the borrower or (ii) any loss sustained by the lender of an amount up to 35% of the principal amount actually advanced to the borrower, plus any additional loss sustained by the lender of an amount up to 85% of the remaining 65% of the principal amount actually advanced to the borrower. Under this program, "lender" includes a purchaser of a guaranteed loan, such as the Authority. "Loss" includes only (i) principal and interest on the loan, (ii) if applicable, any loan subsidy due and owing, and (iii) any principal and interest indebtedness on RD-approved protective advances made for protection and preservation of the property, and (iv) certain foreclosure costs. Interest is covered to the date of final loss settlement upon lender's liquidation of the property in an expeditious manner. If the property is sold in liquidation to a bona fide third-party purchaser, the net proceeds of such sale is the basis for calculating the loss to the lender. If the lender acquires the property in the liquidation process, the lender is allowed up to six months from the date the property is acquired to sell the property. The net payment will be based on the net proceeds received for the property. If no sale offer is accepted within six months, the basis for determining the loss to the lender is the current appraised market value of the property as of the date of acquisition by the lender, less the estimated liquidation costs, including an allowance for the estimated time the property will be held by the lender. RD does not accept conveyance of the property, but rather pays the lender's claim upon foreclosure. The claim payment includes actual costs incurred by the lender, including interest expense, and an allowance for the costs associated with liquidating the property.

Private Mortgage Insurance

In general, private mortgage insurance ("PMI") contracts provide for payment of insurance benefits to a mortgage lender upon the failure of a mortgagor to make any payment or to perform any obligation under the insured mortgage loan and the continuance of such failure for a stated period. Under most PMI policies, the maximum insurable amounts range from 90% to 97% of the appraised value or selling price for owner-occupied dwellings, whichever is lower. Requirements of borrower equity vary according to the percentage of the mortgage to be insured. Certain insurers will credit toward the value of the land to be improved, trade-in property or work equity, a specified percentage of this amount, if at least a minimum cash equity is met and the home is to be owner-occupied. Although there may be variations among insurers, available coverage by private mortgage insurers is generally limited to first mortgage loans or contracts on improved real estate, with amortization over the term of the loan or contract in substantially equal monthly payments, including accruals for taxes and insurance.

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

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

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

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

III. PROPERTY INSURANCE REQUIREMENTS FOR MORTGAGE LOANS

Primary Hazard Insurance. Each Mortgage Loan must contain covenants relating to insurance of the residence. The coverage must include all fire and extended coverage risks customarily insured against in the geographical area in which the residence is located. The insurance policy must provide, as a minimum, fire and extended coverage insurance in an amount at least equal to the lesser of the unpaid principal amount of the Mortgage Loan from time to time outstanding or the full replacement cost of the residence and other improvements on said property (but in no event shall the amount required be greater than the maximum insurable value of such residence and other improvements). Such insurance must be in effect (or there must be a binder for the issuance of the same) on the date of delivery of the Mortgage Loan to the Servicer; the coverage provided thereby must meet the requirements, if applicable, of FHA, VA, RD or the private mortgage insurer. Each hazard insurance policy must be written by an insurance carrier licensed or authorized by law to transact business in Louisiana and the policy must meet the requirements of FHA, VA, RD, Ginnie Mae, Fannie Mae, Freddie Mac or the private mortgage insurer, as applicable.

Unless the Servicer maintains a mortgagee single-interest hazard insurance policy (with the Authority named as additional insured in the case of Mortgage Loans that are not represented by, or supporting, a mortgage-backed security) insuring the servicer against loss from a mortgagor's failure to maintain a hazard insurance policy, or otherwise permitted by FHA, VA, RD, Ginnie Mae, Fannie Mae or Freddie Mac, as applicable, the mortgagor will be required to escrow hazard insurance premiums on a monthly basis with the servicer, and the servicer will be responsible for assuring that such insurance is in force and effect in accordance with the requirements of FHA, VA, RD, Ginnie Mae, Fannie Mae or Freddie Mac, as applicable.

In general, a standard form of fire and extended coverage policy covers physical damage to, or destruction of, the improvements on the property by fire, lightning, explosion, smoke, windstorm, hail, riot, vandalism, aircraft, vehicles, theft and civil commotion, subject to the conditions and exclusions particularized in each policy. Although policies relating to different Mortgage Loans may be issued by different insurance companies and, therefore, may have minor differences in coverage, the basic terms are dictated by Louisiana law. Policies typically exclude physical damage resulting from the following: enemy attack by armed forces, invasion, insurrection, rebellion, revolution, civil war, usurped power, floods and water damage, power interruption, earth movement, nuclear reaction and neglect. In addition, such policies typically exclude losses which occur while the hazard is increased by any means within the control or knowledge of the insured or while the premises are vacant or unoccupied beyond a period of 30 consecutive days.

Special Hazard Insurance. To the extent required by the Authority, a separate special hazard insurance policy may be obtained to provide protection with respect to direct physical loss arising from perils not insured under the primary hazard insurance as described above and losses that may result from the application of a coinsurance clause with respect to a defaulted mortgage loan secured by damaged property. However, certain perils are not insured under special hazard insurance such as loss resulting from fraudulently created loans, war, certain governmental actions, nuclear reaction or radiation and damage by flood to the extent covered by required flood insurance as described below.

Uninsured Casualties. Certain risks, including, but not limited to, losses attributable to nuclear reaction or radiation or losses caused by hostile or warlike action, or attributable to insurrection, revolution or civil war, are normally not covered by the insurance policies described above. To the extent any of such uninsured risks occur or claims do not result in full recoveries or the required insurance is not purchased or maintained with respect to a significant number of mortgage loans, the security for the Series 2026B Bonds may be impaired.

Flood Insurance. Each residence which is in a "designated flood hazard area," as that term is defined under the National Flood Insurance Program, must be insured from loss by floods in an amount equal to the maximum insurance available under the National Flood Insurance Program.

Servicer's Obligations Regarding Insurance. The Servicer is required to maintain in effect, or require the mortgagor to maintain in effect, the primary hazard and flood insurance on all residences, in accordance with the requirements of FHA, VA, RD, Ginnie Mae, Fannie Mae or Freddie Mac, as applicable.

Errors and Omissions Insurance; Fidelity Insurance; Theft and Forgery Insurance. The Servicer is required to maintain in full force and effect, at its own expense, errors and omissions insurance, fidelity insurance (or a direct surety bond) and theft and forgery insurance on those of its officers and employees having access to any amounts paid by mortgagors under the Program. The Servicer may provide such insurance under any blanket policy or policies which it customarily carries.

Servicemembers Civil Relief Act of 2003. The Servicemembers Civil Relief Act of 2003 (the "SCRA") protects service men and women called to active military duty by suspending enforcement of civil liabilities through foreclosure and providing relief from current obligations. The SCRA revises and replaces the Soldiers' and Sailors' Civil Relief Act of 1940. Except in certain limited circumstances, the SCRA provides that no obligation or liability incurred by a person on active military duty before the member entered active military duty shall bear interest at a rate in excess of 6% per annum during the period of active duty (and in the case of a mortgage obligation, one year thereafter). The benefits of such act constitute a forgiveness of the obligation in excess of 6% per annum, rather than a forbearance of collection. The Authority is unable to predict whether the SCRA will have any adverse effect on the Authority's ability to pay debt service on the Series 2026B Bonds or whether the provisions of the SCRA may be modified in the future.

APPENDIX G

TABLE OF OUTSTANDING SERIES 2026B BOND AMOUNTS

Date	Series 2026B Bonds 450% PSA Bond Outstanding Amount	Series 2026B PAC Bonds Applicable Amount
9/29/2026	$50,000,000	$17,000,000
10/1/2026	50,000,000	17,000,000
11/1/2026	50,000,000	17,000,000
12/1/2026	50,000,000	17,000,000
1/1/2027	50,000,000	17,000,000
2/1/2027	50,000,000	17,000,000
3/1/2027	50,000,000	17,000,000
4/1/2027	49,880,000	16,945,000
5/1/2027	49,800,000	16,915,000
6/1/2027	49,690,000	16,870,000
7/1/2027	49,550,000	16,820,000
8/1/2027	49,375,000	16,765,000
9/1/2027	49,165,000	16,695,000
10/1/2027	48,910,000	16,615,000
11/1/2027	48,675,000	16,590,000
12/1/2027	48,410,000	16,560,000
1/1/2028	48,105,000	16,525,000
2/1/2028	47,765,000	16,480,000
3/1/2028	47,385,000	16,435,000
4/1/2028	46,605,000	16,290,000
5/1/2028	46,085,000	16,105,000
6/1/2028	45,605,000	16,040,000
7/1/2028	45,090,000	15,965,000
8/1/2028	44,540,000	15,885,000
9/1/2028	43,960,000	15,800,000
10/1/2028	43,015,000	15,620,000
11/1/2028	42,320,000	15,405,000
12/1/2028	41,655,000	15,305,000
1/1/2029	40,970,000	15,200,000
2/1/2029	40,255,000	15,090,000
3/1/2029	39,510,000	14,970,000
4/1/2029	38,440,000	14,765,000
5/1/2029	37,620,000	14,515,000
6/1/2029	36,820,000	14,385,000
7/1/2029	36,010,000	14,245,000
8/1/2029	35,185,000	14,100,000
9/1/2029	34,350,000	13,955,000
10/1/2029	33,250,000	13,720,000
11/1/2029	32,430,000	13,450,000
12/1/2029	31,610,000	13,295,000
1/1/2030	30,805,000	13,140,000
2/1/2030	30,015,000	12,985,000
3/1/2030	29,240,000	12,835,000
4/1/2030	28,250,000	12,595,000
5/1/2030	27,490,000	12,325,000

6/1/2030	26,780,000	12,170,000
7/1/2030	26,085,000	12,020,000
8/1/2030	25,410,000	11,875,000
9/1/2030	24,745,000	11,720,000
10/1/2030	23,905,000	11,495,000
11/1/2030	23,285,000	11,220,000
12/1/2030	22,680,000	11,070,000
1/1/2031	22,095,000	10,925,000
2/1/2031	21,520,000	10,780,000
3/1/2031	20,965,000	10,635,000
4/1/2031	20,240,000	10,415,000
5/1/2031	19,715,000	10,145,000
6/1/2031	19,200,000	10,000,000
7/1/2031	18,705,000	9,855,000
8/1/2031	18,215,000	9,715,000
9/1/2031	17,740,000	9,575,000
10/1/2031	17,125,000	9,365,000
11/1/2031	16,680,000	9,095,000
12/1/2031	16,250,000	8,960,000
1/1/2032	15,825,000	8,825,000
2/1/2032	15,410,000	8,685,000
3/1/2032	15,010,000	8,545,000
4/1/2032	14,485,000	8,345,000
5/1/2032	14,105,000	8,075,000
6/1/2032	13,740,000	7,945,000
7/1/2032	13,380,000	7,810,000
8/1/2032	13,025,000	7,675,000
9/1/2032	12,690,000	7,545,000
10/1/2032	12,240,000	7,355,000
11/1/2032	11,920,000	7,085,000
12/1/2032	11,605,000	6,955,000
1/1/2033	11,305,000	6,825,000
2/1/2033	11,005,000	6,695,000
3/1/2033	10,720,000	6,570,000
4/1/2033	10,335,000	6,390,000
5/1/2033	10,065,000	6,125,000
6/1/2033	9,800,000	5,995,000
7/1/2033	9,540,000	5,875,000
8/1/2033	9,290,000	5,750,000
9/1/2033	9,045,000	5,625,000
10/1/2033	8,720,000	5,455,000
11/1/2033	8,490,000	5,180,000
12/1/2033	8,265,000	5,060,000
1/1/2034	8,045,000	4,940,000
2/1/2034	7,835,000	4,820,000
3/1/2034	7,630,000	4,700,000
4/1/2034	7,345,000	4,535,000
5/1/2034	7,150,000	4,275,000
6/1/2034	6,965,000	4,155,000
7/1/2034	6,780,000	4,040,000
8/1/2034	6,595,000	3,925,000

9/1/2034	6,425,000	3,805,000
10/1/2034	6,185,000	3,655,000
11/1/2034	6,020,000	3,390,000
12/1/2034	5,860,000	3,275,000
1/1/2035	5,705,000	3,160,000
2/1/2035	5,550,000	3,050,000
3/1/2035	5,405,000	2,935,000
4/1/2035	5,200,000	2,795,000
5/1/2035	5,060,000	2,530,000
6/1/2035	4,920,000	2,420,000
7/1/2035	4,790,000	2,310,000
8/1/2035	4,660,000	2,205,000
9/1/2035	4,540,000	2,095,000
10/1/2035	4,360,000	1,965,000
11/1/2035	4,245,000	1,700,000
12/1/2035	4,130,000	1,595,000
1/1/2036	4,020,000	1,490,000
2/1/2036	3,910,000	1,380,000
3/1/2036	3,800,000	1,275,000
4/1/2036	3,655,000	1,155,000
5/1/2036	3,555,000	890,000
6/1/2036	3,460,000	785,000
7/1/2036	3,365,000	685,000
8/1/2036	3,275,000	585,000
9/1/2036	3,185,000	485,000
10/1/2036	3,055,000	375,000
11/1/2036	2,970,000	105,000
12/1/2036	2,890,000	5,000
1/1/2037	2,810,000	-
2/1/2037	2,730,000	
3/1/2037	2,660,000	
4/1/2037	2,545,000	
5/1/2037	2,475,000	
6/1/2037	2,405,000	
7/1/2037	2,340,000	
8/1/2037	2,275,000	
9/1/2037	2,210,000	
10/1/2037	2,115,000	
11/1/2037	2,030,000	
12/1/2037	1,975,000	
1/1/2038	1,920,000	
2/1/2038	1,865,000	
3/1/2038	1,810,000	
4/1/2038	1,725,000	
5/1/2038	1,675,000	
6/1/2038	1,625,000	
7/1/2038	1,580,000	
8/1/2038	1,530,000	
9/1/2038	1,485,000	
10/1/2038	1,420,000	
11/1/2038	1,375,000	

12/1/2038	1,335,000
1/1/2039	1,300,000
2/1/2039	1,260,000
3/1/2039	1,225,000
4/1/2039	1,160,000
5/1/2039	1,100,000
6/1/2039	1,065,000
7/1/2039	1,030,000
8/1/2039	1,000,000
9/1/2039	970,000
10/1/2039	915,000
11/1/2039	885,000
12/1/2039	855,000
1/1/2040	825,000
2/1/2040	800,000
3/1/2040	775,000
4/1/2040	730,000
5/1/2040	705,000
6/1/2040	680,000
7/1/2040	655,000
8/1/2040	655,000
9/1/2040	610,000
10/1/2040	590,000
11/1/2040	550,000
12/1/2040	550,000
1/1/2041	510,000
2/1/2041	510,000
3/1/2041	475,000
4/1/2041	455,000
5/1/2041	390,000
6/1/2041	390,000
7/1/2041	355,000
8/1/2041	355,000
9/1/2041	325,000
10/1/2041	315,000
11/1/2041	280,000
12/1/2041	280,000
1/1/2042	255,000
2/1/2042	255,000
3/1/2042	225,000
4/1/2042	215,000
5/1/2042	190,000
6/1/2042	190,000
7/1/2042	165,000
8/1/2042	165,000
9/1/2042	140,000
10/1/2042	135,000
11/1/2042	135,000
12/1/2042	100,000
1/1/2043	100,000
2/1/2043	100,000

3/1/2043	70,000
4/1/2043	65,000
5/1/2043	40,000
6/1/2043	15,000
7/1/2043	15,000
8/1/2043	15,000
9/1/2043	-

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APPENDIX H

LIST OF PARTICIPATING JURISDICTIONS*

Acadia	Grant	St. Helena
Allen	Iberia	St. James
Ascension	Iberville	St. John the Baptist
Assumption	Jackson	St. Landry
Avoyelles	Jefferson Davis	St. Martin
Beauregard	Lafayette	St. Mary
Bienville	Lafourche	St. Tammany
Bossier	LaSalle	Tensas
Caddo	Lincoln	Terrebonne
Calcasieu	Livingston	Union
Caldwell	Madison	Vermilion
Cameron	Natchitoches	Vernon
Catahoula	Ouachita	Washington
Claiborne	Plaquemines	Webster
Concordia	Pointe Coupee	
DeSoto	Rapides	
East Baton Rouge	Red River	
East Carroll	Richland	
East Feliciana	Sabine	
Evangeline	St. Bernard	
Franklin	St. Charles	

*Preliminary, subject to change.

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CAPITAL AREA FINANCE AUTHORITY • SINGLE FAMILY MORTGAGE REVENUE BONDS, SERIES 2026B (NON-AMT)

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