

**NEW ISSUE
BOOK-ENTRY-ONLY**

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants: (i) interest on the Offered Bonds is excluded from gross income for federal income tax purposes; (ii) interest on the 2019 Series D Bonds is not a specific preference item in calculating the federal alternative minimum tax; and (iii) interest on the 2019 Series E Bonds is a specific preference item in calculating the federal alternative minimum tax. Interest on the Offered Bonds is exempt from Nebraska state income taxation. For a more complete description, see the caption "TAX TREATMENT AND RELATED CONSIDERATIONS" herein.

\$171,980,000*

**Nebraska Investment Finance Authority
Single Family Housing Revenue Bonds
2019 Series D (Non-AMT)
2019 Series E (AMT)**

Dated: Date of Delivery

Due: As set forth on the inside cover hereof

The Nebraska Investment Finance Authority ("NIFA"), a body politic and corporate, not an agency of the State of Nebraska (the "State") but an independent instrumentality exercising essential public functions, is offering \$171,980,000* in aggregate principal amount of its Single Family Housing Revenue Bonds in the following series (collectively, the "Offered Bonds"): 2019 Series D (Non-AMT), in the aggregate principal amount of \$125,000,000* (the "2019 Series D Bonds") and 2019 Series E (AMT), in the aggregate principal amount of \$46,980,000* (the "2019 Series E Bonds"). The Offered Bonds are being issued pursuant to the terms of a General Indenture of Trust, dated as of July 1, 1994, as amended, as supplemented by a Supplemental Indenture of Trust, dated as of October 1, 2019 (collectively, the "Indenture"), each between NIFA and Wells Fargo Bank, National Association, Minneapolis, Minnesota, as trustee and paying agent (the "Trustee").

The Offered Bonds are being issued in fully registered form only in the name of Cede & Co., as nominee of The Depository Trust Company, New York, New York (the "Securities Depository"). The Offered Bonds are being issued in denominations of \$5,000 and whole multiples thereof. Payments of the principal of, the interest on, the redemption price, of the Offered Bonds, will be made on behalf of NIFA by the Trustee to the Securities Depository. In each case, the Securities Depository will remit such payments in accordance with its normal procedures, as described herein.

The Offered Bonds mature, subject to redemption, on the dates and in the amounts listed on the Maturity Schedule set forth on the inside front cover hereof. The Offered Bonds bear interest at the rates set forth on the inside front cover hereof, and interest is payable on March 1 and September 1 of each year, commencing March 1, 2020*, until maturity or earlier redemption, and on any redemption date.

THE OFFERED BONDS ARE SUBJECT TO REDEMPTION PRIOR TO THEIR RESPECTIVE STATED MATURITIES AT THE TIMES, UNDER THE CONDITIONS AND AT THE PRICES AS SET FORTH HEREIN. IT IS EXPECTED THAT SOME PORTION OF THE OFFERED BONDS WILL BE REDEEMED AT PAR PRIOR TO THEIR RESPECTIVE STATED MATURITIES. See the caption "THE OFFERED BONDS—Redemption Provisions" herein.

THE OFFERED BONDS ARE LIMITED OBLIGATIONS OF NIFA AND ARE PAYABLE SOLELY FROM THE REVENUES AND OTHER MONEYS PLEDGED THEREFOR PURSUANT TO THE INDENTURE. NIFA HAS NO TAXING POWER. THE OFFERED BONDS DO NOT CONSTITUTE A DEBT, LIABILITY, GENERAL OBLIGATION OR PLEDGE OF THE FAITH AND CREDIT OR TAXING POWER OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. THE OFFERED BONDS ARE NOT A DEBT OF THE UNITED STATES OF AMERICA OR ANY AGENCY THEREOF, OR GNMA, FANNIE MAE, FHLMC (EACH AS DESCRIBED HEREIN) OR ANY OTHER ISSUER OF A MORTGAGE-BACKED SECURITY, AND ARE NOT GUARANTEED BY THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA.

The Offered Bonds are offered in book-entry form, when, as and if issued by NIFA and accepted by the Underwriters named below, subject to the approval of legality by Kutak Rock LLP, Omaha, Nebraska, Bond Counsel and General Counsel to NIFA, and certain other conditions. Certain matters will be passed upon for the Underwriters by Sherman & Howard L.L.C., Denver, Colorado. One or more of the Underwriters intends, but is not obligated, to make a market in the Offered Bonds. For information concerning the terms of the Underwriters' compensation, see the caption "UNDERWRITING" herein. It is expected that delivery of the Offered Bonds will be made in New York, New York on or about October 30, 2019.

J.P. Morgan

Ameritas Investment Corp.

D.A. Davidson & Co.

First National Capital Markets, Inc.

October __, 2019

* Preliminary, subject to change.

MATURITY SCHEDULE*

**\$171,980,000* NEBRASKA INVESTMENT FINANCE AUTHORITY
SINGLE FAMILY HOUSING REVENUE BONDS**

\$125,000,000* 2019 SERIES D BONDS (NON-AMT)

Type	Maturity Date	Principal Amount	Interest Rate	Price	CUSIP ¹
Serial	March 1, 2020	\$ 715,000	%	%	
Serial	September 1, 2020	1,870,000			
Serial	March 1, 2021	1,965,000			
Serial	September 1, 2021	2,000,000			
Serial	March 1, 2022	2,035,000			
Serial	September 1, 2022	2,065,000			
Serial	March 1, 2023	2,110,000			
Serial	September 1, 2023	2,145,000			
Serial	March 1, 2024	2,185,000			
Serial	September 1, 2024	2,220,000			
Serial	March 1, 2025	2,270,000			
Serial	September 1, 2025	2,305,000			
Serial	March 1, 2026	2,350,000			
Serial	September 1, 2026	2,390,000			
Serial	March 1, 2027	2,440,000			
Serial	September 1, 2027	2,480,000			
Serial	March 1, 2028	2,530,000			
Serial	September 1, 2028	2,575,000			
Serial	March 1, 2029	2,625,000			
Serial	September 1, 2029	2,670,000			
Serial	March 1, 2030	2,685,000			
Serial	September 1, 2030	2,620,000			
Term	September 1, 2034	22,620,000			
Term	September 1, 2039	32,750,000			
Term	September 1, 2042	20,380,000			

\$46,980,000* 2019 SERIES E BONDS (AMT)

Type	Maturity Date	Principal Amount	Interest Rate	Price	CUSIP ¹
Term	September 1, 2049	\$46,980,000	%	%	

¹ CUSIP data herein is provided by the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, a part of S&P Global Inc. CUSIP data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service. CUSIP numbers are provided for convenience of reference only. The CUSIP numbers have been assigned by an organization not affiliated with NIFA and are included for the convenience of the holders of the Offered Bonds. None of NIFA, the Underwriter or the Trustee is responsible for the selection or use of the CUSIP numbers, nor is any representation made as to their correctness on the Offered Bonds or as indicated above.

* Preliminary, subject to change.

No dealer, broker, salesman or other person has been authorized by NIFA or the Underwriters to give any information or to make any representations with respect to the Offered Bonds other than those contained in this Official Statement, and, if given or made, such other information or representations may not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the Offered 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 NIFA, DTC, the Master Servicer and other sources which are believed to be reliable, but such information is not guaranteed as to accuracy or completeness, and is not to be construed as a representation, by 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 shall, under any circumstances, create any implication that there has been no change in the affairs of NIFA since the date hereof. The Underwriters have provided the following sentence for inclusion in this Official Statement: the Underwriters have reviewed the information in the Official Statement in accordance with, and as part of, their responsibilities to investors under the federal securities laws as applied to the facts and circumstances of the transaction, but the Underwriters do not guarantee the accuracy or completeness of such information.

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THE OFFERED BONDS HAVE NOT BEEN REGISTERED WITH THE SECURITIES AND EXCHANGE COMMISSION BY REASON OF THE PROVISIONS OF SECTION 3(a)(2) OF THE SECURITIES ACT OF 1933, AS AMENDED. THE REGISTRATION OR QUALIFICATION OF THE OFFERED BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF SECURITIES LAWS OF THE STATES IN WHICH THE OFFERED BONDS HAVE BEEN REGISTERED OR QUALIFIED, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES, SHALL NOT BE REGARDED AS A RECOMMENDATION THEREOF. NEITHER THESE STATES NOR ANY OF THEIR AGENCIES HAVE PASSED UPON THE MERITS OF THE OFFERED BONDS OR THE ACCURACY OR COMPLETENESS OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN MAKING AN INVESTMENT DECISION INVESTORS MUST RELY ON THEIR OWN EXAMINATION OF NIFA AND THE TERMS OF THE OFFERING, INCLUDING THE MERITS AND RISKS INVOLVED. THESE SECURITIES HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS DOCUMENT. ANY REPRESENTATION TO THE CONTRARY MAY BE A CRIMINAL OFFENSE.

IN CONNECTION WITH THIS OFFERING, THE UNDERWRITERS MAY OVER ALLOT OR EFFECT TRANSACTIONS WHICH STABILIZE OR MAINTAIN THE MARKET PRICE OF THE OFFERED BONDS OFFERED HEREBY AT A LEVEL ABOVE THAT WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZATION, IF COMMENCED, MAY BE DISCONTINUED AT ANY TIME. THE UNDERWRITERS MAY OFFER AND SELL THE OFFERED BONDS TO CERTAIN DEALERS AND DEALER BANKS AND OTHERS AT PRICES LOWER THAN THE PUBLIC OFFERING PRICES STATED ON THE INSIDE COVER PAGE, AND SUCH PUBLIC OFFERING PRICES MAY BE CHANGED FROM TIME TO TIME BY THE UNDERWRITERS.

THIS OFFICIAL STATEMENT CONTAINS "FORWARD LOOKING STATEMENTS" WITHIN THE MEANING OF THE FEDERAL SECURITIES LAWS. THESE FORWARD LOOKING STATEMENTS INCLUDE, AMONG OTHERS, STATEMENTS CONCERNING EXPECTATIONS, BELIEFS, OPINIONS, FUTURE PLANS AND STRATEGIES, ANTICIPATED EVENTS OR TRENDS AND SIMILAR EXPRESSIONS CONCERNING MATTERS THAT ARE NOT HISTORICAL FACTS. THE FORWARD LOOKING STATEMENTS IN THIS OFFICIAL STATEMENT ARE SUBJECT TO RISKS AND UNCERTAINTIES THAT COULD CAUSE ACTUAL RESULTS TO DIFFER MATERIALLY FROM THOSE EXPRESSED IN OR IMPLIED BY SUCH STATEMENTS. NIFA HAS NO DUTY, OBLIGATION OR EXPECTATION TO UPDATE ANY OF THE INFORMATION CONTAINED IN THIS OFFICIAL STATEMENT.

OFFICIAL STATEMENT

\$171,980,000*

**Nebraska Investment Finance Authority
Single Family Housing Revenue Bonds
2019 Series D (Non-AMT)
2019 Series E (AMT)**

INTRODUCTORY STATEMENT

The purpose of this Official Statement is to set forth information concerning the Nebraska Investment Finance Authority (“**NIFA**”), a body politic and corporate, not an agency of the State of Nebraska (the “**State**”) but an independent instrumentality exercising essential public functions, in connection with the sale of \$171,980,000* in aggregate principal amount of its Single Family Housing Revenue Bonds in the following series (collectively, the “**Offered Bonds**”): 2019 Series D (Non-AMT), in the original aggregate principal amount of \$125,000,000* (the “**2019 Series D Bonds**”) and 2019 Series E (AMT), in the original aggregate principal amount of \$46,980,000* (the “**2019 Series E Bonds**”).

Information set forth on the cover pages hereof and in the Appendices attached hereto is part of this Official Statement. All capitalized terms used in this Official Statement and not otherwise defined herein have the meanings assigned to such terms in the Indenture as hereafter described.

The Offered Bonds are being issued pursuant to and are secured under a General Indenture of Trust, dated as of July 1, 1994 (as amended from time to time, the “**General Indenture**”), as supplemented by a Supplemental Indenture of Trust, dated as of October 1, 2019 (the “**Series 2019 D/E Supplemental Indenture**,” and together with the General Indenture, the “**Indenture**”), each between NIFA and Wells Fargo Bank, National Association, Minneapolis, Minnesota, as trustee and paying agent (the “**Trustee**”). As of June 30, 2019, NIFA had issued 118 Series of Bonds pursuant to the General Indenture in an original aggregate principal amount of \$5,188,655,000 of which \$1,180,490,000 in aggregate principal amount was outstanding. Pursuant to the Indenture, additional bonds and refunding bonds may be issued from time to time. All such bonds previously issued pursuant to the General Indenture and related supplemental indentures thereto are herein referred to as “**Prior Series Bonds**.” The Prior Series Bonds, the Offered Bonds and any additional bonds or refunding bonds issued from time to time pursuant to the Indenture, as amended and supplemented, are herein referred to as the “**Bonds**.”

The Bonds are limited obligations of NIFA, payable solely out of Revenues derived from the operation of the hereinafter-described Program and are equally and ratably secured by all assets, moneys, investments and other amounts held in the Funds and Accounts under the Indenture. Specific assets (including portions thereof) may be held and accounted for by the Trustee separately for certain purposes related to redemptions and for certain tax-related accounting purposes. NIFA has no taxing power. THE BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR GENERAL OBLIGATION OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF. See the caption “**SECURITY FOR THE BONDS**” herein.

Pursuant to the Indenture, NIFA administers a program (the “**Program**”) of issuing Bonds to provide moneys to (i) finance, purchase or acquire mortgage loans, including participation interests therein (the “**Mortgage Loans**”), made to qualified low- and moderate-income persons (“**Mortgagors**”) for the purchase and, under certain circumstances, the improvement and/or rehabilitation of owner-occupied (one- to four-unit) residences in Nebraska, and (ii) finance Mortgage Loans through the purchase of securities, including participation interests therein, issued or guaranteed by the Government National Mortgage Association (“**GNMA**”), Fannie Mae (formerly known as the Federal National Mortgage Association, “**Fannie Mae**”), the Federal Home Loan Mortgage Corporation (“**FHLMC**”), or such other entity as will not adversely affect the Rating Quality of the Bonds, backed by or

* Preliminary, subject to change.

representing qualifying Mortgage Loans (“**Mortgage-Backed Securities**”). See “THE PROGRAM” herein. The programs of NIFA with respect to single-family housing units financed pursuant to the bond resolutions and indentures other than the Indenture are referred to herein as NIFA’s “**Other Single Family Programs**.” All bonds of NIFA, regardless of the resolution or indenture under which they were issued, are herein called “bonds.”

NIFA expects to use the proceeds of the Offered Bonds to (a) acquire, purchase and finance approximately \$123,932,500 in principal amount of Mortgage-Backed Securities issued or guaranteed by GNMA, Fannie Mae or FHLMC and (b) refund certain Prior Series Bonds as described herein. In addition, subject to the limitations set forth in the Indenture, NIFA may apply proceeds of the Offered Bonds and/or amounts available in the various recycling accounts established under the Indenture to finance (i) Mortgage Loans (both first and second Mortgage Loans) originated by certain nonprofit entities (such as Habitat for Humanity of Omaha), (ii) second Mortgage Loans (“**HBA Loans**”), the proceeds of which fund down payment and closing cost assistance in connection with first Mortgage Loans financed under the Program, and (iii) other Mortgage Loans, including loans described in (i) or (ii), which are not eligible for inclusion in a Mortgage-Backed Security (collectively, the “**Community Program Loans**”). While pledged to the repayment of the Bonds and available for the redemption of Bonds, the principal of and the interest on the Community Program Loans are not expected to be necessary (nor are they assumed to be received in any Cash Flow Statement) to pay debt service on the Bonds.

The Series 2019 D/E Supplemental Indenture establishes within the Mortgage Loan Fund a Series 2019 D/E Mortgage Loan Fund Account (the “**Series 2019 D/E Mortgage Loan Fund Account**”), including a Series 2019 D/E Recycling Subaccount therein (a “**Series 2019 D/E Recycling Subaccount**”) and NIFA may apply such funds deposited therein for the purpose of acquiring, purchasing or financing additional Mortgage Loans and Mortgage-Backed Securities in accordance with the Series Program Determinations then in effect and Community Program Loans, subject to the limitations set forth in any Supplemental Indenture.

Mortgage Loans (other than any Community Program Loans) and Mortgage-Backed Securities authorized to be purchased with funds held in the Series 2019 D/E Mortgage Loan Fund Account (including any Series 2019 D/E Recycling Subaccount) pursuant to the Series Program Determinations or otherwise authorized to be purchased subsequent to modification of such Series Program Determinations (together with the Refunded Series Mortgage-Backed Securities described below) are referred to herein as “**Series 2019 D/E Mortgage Loans**” and “**Series 2019 D/E Mortgage-Backed Securities**,” respectively. NIFA reserves the right to modify the initial Series Program Determinations with respect to the Offered Bonds to purchase Mortgage Loans (including additional Community Program Loans) and Mortgage-Backed Securities not meeting such initial Program Determinations so long as such loans or securities do not adversely affect the Rating Quality of the Bonds. See “THE PROGRAM—General” herein.

Additionally, proceeds of the Offered Bonds will be used for the purpose of refunding and redeeming the Prior Series Bonds (the “**Refunded Prior Series Bonds**”) identified in Appendix D-2—“REFUNDED PRIOR SERIES BONDS”. Upon the issuance of the Offered Bonds, the Mortgage-Backed Securities previously allocated to the Refunded Prior Series Bonds (the “**Refunded Series Mortgage-Backed Securities**”) aggregate principal amount of approximately \$54,390,000* as of September 30, 2019 will be credited to the Series 2019 D/E Mortgage Loan Fund Account and will be designated as Series 2019 D/E Mortgage-Backed Securities. See Appendix D-4—“REFUNDED SERIES MORTGAGE-BACKED SECURITIES” attached hereto for a list of expected Refunded Series Mortgage-Backed Securities.

The Program is one of a number of single-family housing programs that have been implemented by NIFA (including its predecessor, the hereafter-described NMFF). Proceeds from Other Single Family Programs were utilized, or are currently being utilized, to implement single-family mortgage programs pursuant to which NIFA either purchased qualifying mortgage loans or purchased mortgage-backed securities issued by GNMA, Fannie Mae or FHLMC and backed by qualifying mortgage loans. MORTGAGE LOANS AND MORTGAGE-BACKED SECURITIES PURCHASED WITH PROCEEDS OF THE OTHER SINGLE FAMILY PROGRAMS AND THE FUNDS AND ACCOUNTS WHICH SECURE THE OBLIGATIONS ISSUED THEREUNDER ARE NOT

* Preliminary, subject to change.

PLEDGED AS SECURITY FOR THE OFFERED BONDS OR ANY OTHER BONDS ISSUED UNDER THE INDENTURE. See Appendix D-1—“SUMMARY OF THE PROGRAM FINANCED WITH THE BONDS—Other Housing Programs of NIFA” attached hereto.

Pursuant to a Master Sale and Servicing Agreement, dated as of January 1, 2012 (the “**Servicing Agreement**”), between NIFA and U.S. Bank National Association (the “**Master Servicer**”), the Master Servicer has agreed to (a) purchase certain Mortgage Loans from qualified mortgage lending institutions (the “**Participants**”) which are (i) insured by the Federal Housing Administration (“**FHA**”) pursuant to the National Housing Act of 1934, as amended, guaranteed by the United States Department of Veterans Affairs (the “**VA**”) pursuant to the Servicemen’s Readjustment Act of 1944, as amended, or guaranteed by the Rural Development acting through the United States Department of Agriculture (“**USDA/RD**”) and (ii) other than FHA-insured Mortgage Loans, VA-guaranteed Mortgage Loans and USDA/RD-guaranteed Mortgage Loans (“**Conventional Mortgage Loans**”) and (b) issue (or cause to be issued) and sell Mortgage-Backed Securities guaranteed by GNMA (“**GNMA Securities**”), Mortgage-Backed Securities guaranteed by Fannie Mae (“**Fannie Mae Securities**”) and/or Mortgage-Backed Securities guaranteed by FHLMC (“**FHLMC Securities**”) to the Trustee with respect thereto. The Master Servicer is required to be an FHA-, VA- and USDA/RD-approved mortgagee, an approved issuer of GNMA Securities, a Fannie Mae-approved seller/servicer and an FHLMC-approved seller/servicer. NIFA may approve and designate one or more other servicers (each a “**Designated Servicer**,” and including the Master Servicer, a “**Servicer**”), which may or may not be FHA-, VA- and USDA/RD-approved mortgagees, approved issuers of GNMA Securities, Fannie Mae-approved seller/servicers or FHLMC-approved seller/servicers.

On June 3, 2019, Fannie Mae and FHLMC (each an “Enterprise” and together, the “**Enterprises**”) began issuing new, common, single mortgage-backed securities, formally known as the Uniform Mortgage-Backed Security (“**UMBS**”). The UMBS issued by the Enterprises finance the same types of fixed-rate mortgages that back Fannie Mae Securities and FHLMC Securities and are guaranteed by either Fannie Mae or FHMLC depending upon which Enterprise issues the UMBS. As a first-level security, the UMBS is backed by fixed-rate mortgage loans purchased entirely by one of the Enterprises, thus there is no commingling of collateral. The UMBS have characteristics similar to Fannie Mae Securities and FHMLC 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 the potential to cause cash flows to investors of mortgage-backed securities to misalign. Proceeds of the Offered Bonds are expected to be used to purchase Mortgage-Backed Securities, which include UMBS. For purposes of this Official Statement, the terms “Mortgage-Backed Securities,” “Fannie Mae Securities” and “FHMLC Securities” include UMBS.

The Trustee will pay interest on the Offered Bonds on March 1 and September 1 of each year (each an “**Interest Payment Date**”), beginning March 1, 2020*, until maturity or earlier redemption, and on any redemption date. The Offered Bonds bear interest at the rates set forth on the inside front cover hereto.

Brief descriptions of NIFA, the Offered Bonds, the security for the Bonds, the Program, the Indenture, GNMA and the GNMA Securities, Fannie Mae and the Fannie Mae Securities, FHLMC and the FHLMC Securities, the Master Servicer and NIFA’s continuing disclosure undertaking are included in this Official Statement. The summaries herein do not purport to be complete and are qualified in their entirety by reference to such documents, agreements and programs as may be referred to herein, and the summaries herein of the Offered Bonds are further qualified in their entirety by reference to the forms of the Offered Bonds included in the Indenture and the provisions with respect thereto included in the aforesaid documents, copies of which are available for inspection at the corporate trust office of the Trustee in Minneapolis, Minnesota.

THE NEBRASKA INVESTMENT FINANCE AUTHORITY

The Nebraska Mortgage Finance Fund (the “**NMFF**”), predecessor to NIFA, was created by the Nebraska Mortgage Finance Fund Act (the “**Mortgage Finance Fund Act**”). The NMFF was created for the purpose of

* Preliminary, subject to change.

providing financing to enable persons of low and moderate income to acquire decent, safe and sanitary housing through coordination and cooperation with private industry and local communities. In *State of Nebraska v. Nebraska Mortgage Finance Fund*, 204 Neb. 445, 283 N.W.2d 12 (1979), the Nebraska Supreme Court unanimously upheld the validity of the Mortgage Finance Fund Act under the Constitution of the State of Nebraska. On August 26, 1983, the Nebraska Investment Finance Authority Act, Sections 58-201 et seq., Reissue Revised Statutes of Nebraska, as amended (the “**NIFA Act**”), became effective. The NIFA Act merged the NMFF, the Nebraska Development Finance Fund and the Nebraska Agricultural Development Corporation into the new entity, NIFA.

NIFA anticipates developing additional housing programs to the extent permitted by the NIFA Act. The NIFA Act contains no limit on the amount of bonds that may be issued by NIFA. Section 146 of the Internal Revenue Code of 1986, as amended (the “**Code**”) limits the amount of private activity bonds that issuers in each state may issue.

The powers of NIFA are vested in nine members, consisting of the Director of the Nebraska Department of Economic Development, the Chairperson of the Nebraska Investment Council, the Director of the Nebraska Department of Agriculture and six public members appointed by the Governor. The NIFA Act requires that, of the public members, two members shall be appointed from each of the three congressional districts of the State. There shall be a public member experienced in real estate development, a public member experienced in industrial mortgage credit, commercial credit, agricultural credit or housing mortgage credit, a public member experienced in banking or investment banking, a public member experienced in home building or a licensed real estate broker and a public member experienced in agricultural production. Also pursuant to the NIFA Act, NIFA has appointed an Executive Director. The NIFA Act provides that the Executive Director shall be an employee of NIFA but not a member thereof and shall serve at the pleasure of the members. The Executive Director serves as the ex officio secretary of NIFA and administers, manages and directs its affairs and activities in accordance with the policies and under the control and direction of the members.

The office of NIFA is located at 1230 O Street, Suite 200, Lincoln, Nebraska 68508-1402, (402) 434-3900. In addition to the Executive Director, NIFA presently employs a staff of 28 full-time employees. The principal occupations of the members of NIFA, their residences and the groups represented by the public members are as follows:

Member/Principal Occupation	Residence	Representing
Dan Curran—Chairperson of NIFA— Interim Director, Nebraska Department of Economic Development	Lincoln, Nebraska	Nebraska Department of Economic Development
George Achola— Burlington Capital, Real Estate	Omaha, Nebraska	Real Estate Development
Warren Arganbright— Arganbright Law Office, L.L.C.	Valentine, Nebraska	Banking
Marlin Brabec— Don Peterson & Associates	Fremont, Nebraska	Licensed Real Estate Broker
Herb Freeman— NP Dodge Real Estate	Omaha, Nebraska	Public at Large
Galen E. Frenzen— Frenzen Angus and Polled Herefords	Fullerton, Nebraska	Agricultural Production
Mary Jo McClurg —	Lincoln, Nebraska	Housing Mortgage Credit

Michael Walden-Newman—
Nebraska Investment Council

Lincoln, Nebraska

Nebraska Investment Council

Steve Wellman—
Director, Nebraska Department of
Agriculture

Lincoln, Nebraska

Nebraska Department of
Agriculture

The NIFA Act provides that five members of NIFA constitute a quorum for the transaction of business, and the affirmative vote of at least five members is necessary to take any action. The NIFA Act also provides that no member or employee may participate in any action by NIFA authorizing a transaction with NIFA if such member or employee has, will have or later acquires a direct or indirect interest in such transaction.

Timothy R. Kenny joined NIFA as its Executive Director in January of 1994. Prior to joining NIFA, Mr. Kenny was the director of program development for the Utah Housing Finance Agency (now known as the Utah Housing Corporation) from December of 1991 to December of 1993. Prior to that, Mr. Kenny owned a consulting business and also spent 15 months as the executive director of the Texas Housing Finance Agency (now known as the Texas Department of Housing and Community Affairs). Mr. Kenny has retired from practice as a certified public accountant. Mr. Kenny has expressed his intent to retire on or about December 31, 2020, accordingly a search committee has been formed in connection with hiring a new Executive Director.

Christie Weston is the Deputy Director of NIFA. Prior to joining NIFA in 2001, Ms. Weston spent six years working as a certified public accountant for the international public accounting firm of PricewaterhouseCoopers LLP.

Steven J. Clements is the Chief Operating Officer of NIFA. Mr. Clements joined NIFA as its Deputy Director of Finance in 1985. Prior to joining NIFA, Mr. Clements spent six years working as a certified public accountant for the international public accounting firm of Coopers & Lybrand (now known as PricewaterhouseCoopers LLP).

Judy A. Krasomil is the Treasurer of NIFA. Ms. Krasomil joined NIFA as its Treasurer in 1994. Prior to joining NIFA, Ms. Krasomil spent 10 years working as a certified public accountant for the international public accounting firm of Coopers & Lybrand (now known as PricewaterhouseCoopers LLP).

SOURCES AND APPLICATION OF OFFERED BOND PROCEEDS AND OTHER AMOUNTS*

Upon the issuance of the Offered Bonds, it is anticipated that there will be deposited with the Trustee the proceeds of the Offered Bonds and other available funds which are expected to be applied as follows:

Sources:

Par Amount of Offered Bonds	\$
Net Original Issue Premium on 2019 Series E Bonds	\$
Available Indenture Funds.....	<u>\$</u>
Total Funds Available	\$

Application:

Deposit to Series 2019 D/E Mortgage Loan Fund Account.....	\$ ¹
Deposit to Issuance Expense Account	<u>\$</u>
Total Funds Applied	\$

¹ Of the amounts deposited in the Series 2019 D/E Mortgage Loan Fund Account, \$49,544,300* is expected to be used to acquire approximately \$49,298,000* in principal amount of GNMA Securities at a weighted average purchase price equal to approximately 100.50%* of the principal amount thereof, and \$75,455,500* is expected to be used to acquire approximately \$74,634,500* in principal amount of Fannie Mae Securities at a weighted average purchase price equal to approximately 101.10%* of the principal amount thereof. Proceeds of the Offered Bonds in the amount of \$50,050,000* will be applied to the refunding and redemption of the Refunded Prior Series Bonds. Simultaneously with such refunding and redemption, the Refunded Series Mortgage-Backed Securities previously allocated to the Refunded Prior Series Bonds (in a combined aggregate principal amount of approximately \$54,390,000* as of September 30, 2019*) will be credited to the Series 2019 D/E Mortgage Loan Fund Account and will become Series 2019 D/E Mortgage-Backed Securities.

THE OFFERED BONDS

General

The Trustee will pay the principal of, premium, if any, and the interest on the Offered Bonds at their respective stated maturities upon the presentation and surrender of the Offered Bonds at the Trustee's corporate trust office in Minneapolis, Minnesota. Notwithstanding the foregoing, so long as the Offered Bonds are registered in the name of the hereinafter-described Securities Depository, all payments of interest and premium, if any, on, and principal of, the Offered Bonds shall be paid through the securities depository (together with any successor securities depository, the "**Securities Depository**") in accordance with its normal procedures, which as of the date hereof provide for payment by the Securities Depository to its Direct Participants (as defined below under "THE OFFERED BONDS – Book-Entry-Only System") in same-day funds.

The Offered Bonds are being issued as fully registered bonds in denominations of \$5,000 and whole multiples thereof.

Interest—General

Offered Bonds. Interest on the Offered Bonds accrues from the Date of Delivery or the most recent Interest Payment Date and is payable in arrears on March 1 and September 1 of each year, commencing March 1,

* Preliminary, subject to change.

2020*, until maturity or earlier redemption, and on any redemption date. The Record Date for each Interest Payment Date with respect to the Offered Bonds will be the date 15 days next preceding such Interest Payment Date. The Offered Bonds bear interest at the rates set forth on the inside cover hereof. Interest on the Offered Bonds is calculated on the basis of twelve 30-day months and a 360-day year.

Swap Agreements. NIFA is not entering into any interest rate swap agreements with respect to the Offered Bonds. However, in connection with the issuance of certain Prior Series Bonds which bear interest at variable rates, NIFA entered into one or more interest rate swap agreements (collectively, the “**Existing Swap Agreements**”) with one or more swap counterparties (collectively, the “**Swap Counterparties**”). The purpose of the Existing Swap Agreements is to place a like amount of NIFA’s obligation with respect to that part of the Program financed by Prior Series Bonds which bear interest at variable rates (as discussed in this Section and “**BONDHOLDER CONSIDERATIONS – Interest Rate Swap Agreements, Liquidity Facilities, and Variable Rate Bonds**” herein, the “**Variable Rate Bonds**”) on an approximately fixed-rate basis. Not all of the aggregate principal amount of the Prior Series Bonds which bear interest at variable rates is hedged by NIFA with an Interest Rate Swap Agreement. See Appendix C—“**SCHEDULE OF OUTSTANDING INDEBTEDNESS OF THE NEBRASKA INVESTMENT FINANCE AUTHORITY**” attached hereto.

Payments made to the Swap Counterparties by NIFA under the Existing Swap Agreements are made semiannually on the basis of a notional principal amount and the difference between an agreed-upon fixed rate and the sum of the Index Rate plus an additional percentage (the “**Additional Percentage**”) for such period. The Index Rate is, currently, the SIFMA Municipal Swap Index (the “**SIFMA Index**”) or, for so long as the SIFMA Index is not calculated and published by Bloomberg LP, an alternate index therein. The SIFMA Index means the rate determined on the basis of an index based upon the weekly interest rate of tax-exempt variable rate issues included in a database maintained by Bloomberg LP which meet specific criteria established by the Securities Industry and Financial Markets Association (“**SIFMA**”). Payments made to the Swap Counterparties will be paid with funds available to NIFA, including, but not limited to, amounts payable to NIFA from Revenues in the form of a supplemental operating fee and funds on deposit in the hereinafter-described Collateral Fund. Payments made to NIFA by the Swap Counterparties under the Existing Swap Agreements may or may not be pledged as Revenues under the Indenture and may, at the discretion of NIFA, be deposited in the Collateral Fund. Except to the extent such payments will be made from the funds available to NIFA described herein, NIFA’s obligation to make payments to the Swap Counterparties under the Existing Swap Agreements is not otherwise secured by the Indenture. **As of the date hereof, the notional principal amount of the Existing Swap Agreements is less than the outstanding principal amount of the Variable Rate Bonds, and NIFA expects that from time to time the outstanding principal amount of the Variable Rate Bonds will exceed the notional principal amount of the Existing Swap Agreements.** For more information with respect to interest rate swaps in general, see “**BONDHOLDER CONSIDERATIONS – Interest Rate Swap Agreements, Liquidity Facilities and Variable Rate Bonds**” herein, and with respect to the Existing Swap Agreements and the terms thereof, see Appendix H—“**LIQUIDITY FACILITIES AND INTEREST RATE SWAP AGREEMENTS**” attached hereto.

Book-Entry-Only System

The Depository Trust Company (“**DTC**”), New York, New York, will act as the initial Securities Depository for the Offered Bonds offered hereby. The Offered 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 Offered Bond certificate will be issued for each maturity of the Offered 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,

* Preliminary, subject to change.

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.

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

To facilitate subsequent transfers, all Offered 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 Offered Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not affect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Offered Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Offered 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. *So long as Cede & Co., as nominee for DTC, is the owner of the Offered Bonds, NIFA shall treat Cede & Co. as the only owner of the Offered Bonds for all purposes under the Indenture, including receipt of all principal of, premium, if any, and interest on the Offered Bonds and receipt of notices.*

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

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

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

Principal and interest payments on the Offered 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 NIFA or the Trustee, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts

of customers in bearer form or registered in “street name,” and will be the responsibility of such Participant and not of DTC, the Trustee or NIFA, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest payments to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of NIFA or the Trustee, disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Offered Bonds at any time by giving reasonable notice to NIFA or the Trustee. NIFA may also determine that DTC is incapable of discharging its duties or that continuation of the book-entry system is not in the best interests of the Beneficial Owners. In either situation, if NIFA fails to identify a successor securities depository, Offered Bond certificates are required to be printed and delivered.

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

None of the Trustee, any paying agent or NIFA has any responsibility or obligations to the Direct or Indirect Participants or the Beneficial Owners with respect to (a) the accuracy of any records maintained by DTC or any Direct or Indirect Participant; (b) the payment by DTC of any amount due to any Direct Participant or the payment by any Direct or Indirect Participant of any amount due to any Beneficial Owner in respect of the principal of and premium, if any, and interest on the Offered Bonds; (c) the delivery or timeliness of delivery by DTC of any notice to any Direct Participant or the delivery or timeliness of delivery by any Direct or Indirect Participant of any notice to any Beneficial Owner which is required or permitted under the terms of the Indenture to be given to owners of the Offered Bonds; (d) the selection of the Beneficial Owners to receive payments in the event of any partial redemption of the Offered Bonds; or (e) any consent given or other action taken by DTC, or its nominee, Cede & Co., as registered owner. The Beneficial Owners of the Offered Bonds will rely on Direct and Indirect Participants for timely payments and other notices and for otherwise making available to the Beneficial Owner the rights of a Bondholder. No assurances can be provided that, in the event of bankruptcy or insolvency of DTC or a Direct or Indirect Participant through which a Beneficial Owner holds beneficial interests in the Offered Bonds, payment will be made by DTC or the Direct or Indirect Participant on a timely basis.

Redemption Provisions*

The Offered Bonds are subject to redemption as described herein. Selection of the Offered Bonds for redemption shall be made as described below under the subheading “Selection of Bonds To Be Redeemed.” The 2019 Series D Bonds maturing on September 1, 2034 are herein referred to as the “**2034 Term Bonds.**” The 2019 Series D Bonds maturing on September 1, 2039 are herein referred to as the “**2039 Term Bonds.**” The 2019 Series D Bonds maturing on September 1, 2042 are herein referred to as the “**2042 Term Bonds.**” The 2019 Series E Bonds maturing on September 1, 2049 are herein referred to as the “**September 1, 2049 Term Bonds**” or the “**PAC Bonds,**” and together with the 2034 Term Bonds, the 2039 Term Bonds, and the 2042 Term Bonds, the “**2019 Term Bonds.**”

Optional Redemption. The Offered Bonds maturing on or after September 1, 2029 are redeemable at the option of NIFA, from any source and in whole or in part, on any date on and after March 1, 2029 at a price equal to 100% of the principal amount called for redemption, plus accrued interest thereon to the date of redemption.

In the case of any optional redemption of Offered Bonds, NIFA shall give written notice to the Trustee of its election or direction so to redeem, of the redemption date and of the principal amounts of the Offered Bonds of each maturity to be redeemed, which maturities and principal amounts thereof to be redeemed shall be determined by NIFA in its sole discretion.

* Preliminary subject to change.

Redemption Due to Unused Proceeds. The Offered Bonds are subject to redemption prior to maturity on any date on or prior to March 1, 2023 (unless extended to the extent permitted under the Indenture) in whole or in part, at a Redemption Price equal to 100% of their principal amount plus accrued interest thereon to the date of redemption, without premium (except for the redemption of any Offered Bonds sold with original issue premium, which are to be redeemed at the price set forth on the inside cover page hereto), from and to the extent that Offered Bond proceeds and other moneys initially deposited in the Series 2019 D/E Mortgage Loan Fund Account have not been used to finance Mortgage Loans, to purchase Mortgage-Backed Securities or are otherwise transferred by NIFA to the Series 2019 D/E Issuance Expense Account or the Series 2019 D/E Revenue Fund Account.

NIFA expects to use approximately \$65,000,000* of the Offered Bonds proceeds initially deposited into the Series 2019 D/E Mortgage Loan Fund Account to purchase Series 2019 D/E Mortgage-Backed Securities on or around the date of delivery of the Offered Bonds. NIFA expects to use substantially all of the remainder of the amounts in the Series 2019 D/E Mortgage Loan Fund Account (excluding any moneys initially deposited therein to refund the Refunded Prior Series Bonds) to purchase Series 2019 D/E Mortgage-Backed Securities on or before April 30, 2020. See Appendix D-1—“SUMMARY OF THE PROGRAM FINANCED WITH THE BONDS – Ongoing NIFA Single Family Program” attached hereto.

Sinking Fund Redemption. Each of the 2019 Term Bonds are subject to mandatory redemption prior to maturity in part, at the principal amount thereof, plus accrued interest thereon to the date of redemption, on the dates specified below from Sinking Fund Installments, all in the manner provided in the Indenture:

2034 Term Bonds

Month and Year	Principal Amount	Month and Year	Principal Amount
March 1, 2031	\$2,665,000	March 1, 2033	\$2,850,000
September 1, 2031	2,710,000	September 1, 2033	2,895,000
March 1, 2032	2,755,000	March 1, 2034	2,945,000
September 1, 2032	2,800,000	September 1, 2034 [†]	3,000,000

[†] Final maturity.

2039 Term Bonds

Month and Year	Principal Amount	Month and Year	Principal Amount
March 1, 2035	\$3,055,000	September 1, 2037	\$3,310,000
September 1, 2035	3,100,000	March 1, 2038	3,340,000
March 1, 2036	3,150,000	September 1, 2038	3,390,000
September 1, 2036	3,205,000	March 1, 2039	3,440,000
March 1, 2037	3,260,000	September 1, 2039 [†]	3,500,000

[†] Final maturity.

2042 Term Bonds

Month and Year	Principal Amount	Month and Year	Principal Amount
March 1, 2040	\$3,560,000	September 1, 2041	\$3,645,000
September 1, 2040	3,605,000	March 1, 2042	3,715,000
March 1, 2041	3,580,000	September 1, 2042 [†]	2,275,000

[†] Final maturity.

* Preliminary subject to change.

PAC Bonds

Month and Year	Principal Amount	Month and Year	Principal Amount
September 1, 2042	\$1,505,000	September 1, 2046	\$3,140,000
March 1, 2043	3,855,000	March 1, 2047	3,170,000
September 1, 2043	3,930,000	September 1, 2047	3,175,000
March 1, 2044	3,865,000	March 1, 2048	3,175,000
September 1, 2044	3,840,000	September 1, 2048	3,195,000
March 1, 2045	3,670,000	March 1, 2049	3,195,000
September 1, 2045	3,530,000	September 1, 2049 [†]	465,000
March 1, 2046	3,270,000		

[†] Final maturity.

The principal amount of any 2019 Term Bonds redeemed pursuant to the redemption provisions described under “—*Optional Redemption*,” “—*Redemption Due to Unused Proceeds*,” “—*Redemption From Prepayments and Excess Moneys*,” “—*Redemption of the PAC Bonds*,” and “—*‘Ten-Year Rule’ Redemptions*” shall be applied to reduce each respective Sinking Fund Installment for the respective 2019 Term Bonds (such determination to be made by NIFA no later than the date for which notice of the sinking fund redemption shall be given), by the amount obtained by multiplying the aggregate principal amount of the 2019 Term Bonds that has been or will be so redeemed by the ratio which such respective Sinking Fund Installment bears to the total remaining Sinking Fund Installments for such 2019 Term Bonds. Notwithstanding the foregoing, the Sinking Fund Installments for the 2019 Term Bonds may be reduced in such other manner as directed by NIFA, in accordance with the most recent Cash Flow Statement.

On or before the thirty-first day, but no earlier than 33 days prior to the due date of any Sinking Fund Installment, the Trustee shall select and call for redemption such 2019 Term Bonds subject to redemption from the respective Sinking Fund Installments in accordance with the terms of the Indenture. On or before the thirty-third day prior to the due date of any Sinking Fund Installment, the Trustee, if directed by a certificate of an Authorized Officer, shall apply moneys accumulated in the Debt Service Fund to the purchase of the 2019 Term Bonds subject to redemption from the respective Sinking Fund Installments, subject, however, to the provisions of the Indenture with respect to special mandatory redemption. The amount of such 2019 Term Bonds so purchased will be credited against such Sinking Fund Installment as described in the immediately preceding paragraph (see “THE INDENTURE—Debt Service Fund” herein).

Redemption from Prepayments and Excess Moneys. The Offered Bonds are subject to redemption prior to maturity, in whole or in part, at the principal amount thereof plus accrued interest thereon to the date of redemption, on any date, from and to the extent there are moneys in the Revenue Fund or the Redemption Fund from (a) moneys representing Prepayments corresponding to any Series of Bonds (including any Mortgage Loans and Mortgage-Backed Securities acquired, purchased or financed with the proceeds of such Bonds) deposited in the Revenue Fund or the Redemption Fund (including amounts representing Prepayments not used to finance Mortgage Loans and transferred from any Recycling Subaccount of the Mortgage Loan Fund) and (b) excess Revenues derived from or corresponding to any Series of Bonds (including any Mortgage Loans and Mortgage-Backed Securities acquired, purchased or financed with the proceeds of such Bonds) transferred from the Revenue Fund or from any Recycling Subaccount of the Mortgage Loan Fund, including moneys transferred from the Debt Service Reserve Fund and the Mortgage Reserve Fund which are in excess of the Debt Service Reserve Requirement and Mortgage Reserve Fund Requirement, respectively.

Prepayments and excess Revenues include those derived by NIFA from the Offered Bonds and all other Series of Bonds (including any Mortgage Loans and Mortgage-Backed Securities acquired, purchased or financed with the proceeds of such Bonds, regardless of whether such Bonds remain outstanding), to the extent not prohibited by the applicable Supplemental Indenture. Such redemption of Bonds may be other than pro rata if so directed by NIFA, provided that the PAC Bonds may not be redeemed in an amount which would result in a reduction in the amount of such Bonds outstanding below the Applicable Amounts for each semiannual period unless otherwise required pursuant to federal tax laws (see “—*‘Ten-Year Rule’ Redemptions*” below). Prepayments relating to the

Series 2019 D/E Mortgage-Backed Securities (including the Refunded Series Mortgage-Backed Securities) and any Series 2019 D/E Mortgage Loans constitute the “**Series 2019 D/E Prepayments.**” The Series 2019 D/E Supplemental Indenture provides that (i) Series 2019 D/E Prepayments and excess Revenues derived by NIFA with respect to the Offered Bonds may be used, at the direction of NIFA, to redeem any Bonds, including Bonds other than the Offered Bonds; (ii) reductions in the Debt Service Reserve Fund or the Mortgage Reserve Fund may be used, at the direction of NIFA, to redeem any Bonds, including the Offered Bonds and (iii) amounts described in (i) and (ii) may, at the direction of NIFA and under certain circumstances, be used to acquire additional Mortgage Loans and Mortgage-Backed Securities. NIFA may further direct that excess Revenues be credited to the Collateral Fund and applied as described herein. See “SECURITY FOR THE BONDS—Collateral Fund” herein and “THE INDENTURE—Revenue Fund” and “—Collateral Fund” herein.

Redemption of the PAC Bonds. The PAC Bonds are subject to mandatory redemption from, and to the extent received, Directed Series 2019 D/E Principal Payments. “**Directed Series 2019 D/E Principal Payments**” means, with respect to any redemption date, all principal payments and Prepayments from Series 2019 D/E Mortgage-Backed Securities (which includes the Refunded Series Mortgage-Backed Securities), and Series 2019 D/E Mortgage Loans (which do not include Community Program Loans) less the sum of the principal amount of any Offered Bonds scheduled to mature or subject to sinking fund redemption on such redemption date (or, if no such Offered 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 Payment amount of such Offered Bonds). PAC Bonds shall be redeemed on one or more days during each semiannual period ending on March 1 or September 1, commencing with the period ending March 1, 2020,[†] 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 PAC Bonds outstanding on such redemption date is not less than the related Applicable Amount of such PAC Bonds as set forth below (the “**PAC Bonds Applicable Amount**”). If the Directed Series 2019 D/E Principal Payments are insufficient in any semiannual period to call the PAC Bonds in the amount described above, the PAC Bonds will continue to be callable in future semiannual periods from Directed Series 2019 D/E Principal Payments received in such future semiannual period in the same manner as described above. If there are excess Directed Series 2019 D/E Principal Payments with respect to any semiannual period, such excess may be applied to any authorized purpose under the Indenture, including the redemption of other Bonds as described under “—Redemption From Prepayments and Excess Moneys” above.

The PAC Bonds Applicable Amount as of each Interest Payment Date following redemption of the PAC Bonds is as follows:

PAC Bonds Applicable Amount			
Period Ending	Applicable Amount	Period Ending	Applicable Amount
October 30, 2019	\$46,980,000	March 1, 2024	\$18,535,000
March 1, 2020	46,395,000	September 1, 2024	14,990,000
September 1, 2020	44,480,000	March 1, 2025	11,695,000
March 1, 2021	41,860,000	September 1, 2025	8,630,000
September 1, 2021	38,365,000	March 1, 2026	5,790,000
March 1, 2022	34,865,000	September 1, 2026	3,170,000
September 1, 2022	30,625,000	March 1, 2027	775,000
March 1, 2023	26,350,000	September 1, 2027 and thereafter	-0-
September 1, 2023	22,315,000		

The PAC Bonds Applicable Amount table set forth above is derived from assumptions that include, among other assumptions, the expected origination schedule for the Series 2019 D/E Mortgage Loans, the receipt of Directed Series 2019 D/E Prepayments, at 100% of the latest SIFMA mortgage prepayment model. The SIFMA prepayment standard or model (commonly referred to as the “**PSA Prepayment Model**”) is based on an assumed rate of mortgage loan prepayments each month. The PSA Prepayment Model assumes an increasingly large

[†] The first such semiannual period being less than six months.

percentage of the mortgages prepaying each month for the first thirty (30) months of the mortgages' life and thereafter assumes a constant prepayment rate of six percent (6%) per annum of the unpaid principal balance for the remaining life of the mortgages.

If the PAC Bonds are redeemed from unexpended proceeds of the Offered Bonds remaining in the Series 2019 D/E Mortgage Loan Fund Account, the Applicable Amounts for each semiannual period will be reduced on a proportionate basis. NIFA may redeem the PAC Bonds from any available amounts in the Funds and Accounts of the Indenture other than Directed Series 2019 D/E Principal Payments solely to the extent that such redemption will not reduce the outstanding principal amount of the PAC Bonds to an amount less than the Applicable Amounts shown in the table above after taking all such redemptions into account, unless otherwise required by federal tax laws (see “—‘Ten-Year Rule’ Redemptions” below), as such amount may have been adjusted due to a redemption of the PAC Bonds from unexpended proceeds. If the PAC Bonds are redeemed on a date other than a scheduled sinking fund redemption date, the Applicable Amounts as of such redemption date will be determined by straight-line interpolation between the Applicable Amounts for the Interest Payment Dates immediately preceding and succeeding such redemption date.

“Ten-Year Rule” Redemptions. To comply with federal tax law, as more fully described under “BONDHOLDER CONSIDERATIONS—Redemption and Prepayment Considerations” herein, with respect to the Series 2019 D/E Mortgage-Backed Securities and Series 2019 D/E Mortgage Loans (not including the Refunded Series Mortgage-Backed Securities) expected to be acquired with the proceeds of the Offered Bonds, the following cumulative percentage of scheduled principal payments and Prepayments on the Series 2019 D/E Mortgage-Backed Securities and Series 2019 D/E Mortgage Loans (not including the Refunded Series Mortgage-Backed Securities) 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 Offered Bonds through payment thereof at maturity or redemption:

Start Date	End Date	Percent
October 30, 2019	October 29, 2029	0.00%
October 30, 2029	Final Maturity	100.00

NIFA may redeem the Offered 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.

To comply with federal tax law, as more fully described under “BONDHOLDER CONSIDERATIONS—Redemption and Prepayment Considerations” herein, with respect to the approximately \$54,390,000* as of September 30, 2019 of Refunded Series Mortgage-Backed Securities expected to be designated as Series 2019 D/E Mortgage-Backed Securities and credited to the Series 2019 D/E Mortgage Loan Fund Account in connection with the issuance of the Offered Bonds and the refunding and redemption of the Refunded Prior Series Bonds, the following cumulative percentage of scheduled principal payments and Prepayments on the Refunded Series Mortgage-Backed Securities 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 Offered Bonds through payment thereof at maturity or redemption:

Start Date	End Date	Percent
October 30, 2019	Final Maturity	100.00%

NIFA may redeem the Offered 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.

*Preliminary, subject to change.

All “Ten-Year Rule” redemptions from principal payments and Prepayments with respect to the Series 2019 D/E Mortgage-Backed Securities and Series 2019 D/E Mortgage Loans shall be applied by NIFA to redeem the Offered Bonds as directed by NIFA. To the extent that NIFA applies “Ten-Year Rule” redemptions from principal payments and Prepayments described above, such redemptions shall be applied to redeem the PAC Bonds, below the applicable PAC Bonds Applicable Amount, but only to the extent that no other Offered Bonds are outstanding.

Projected Weighted Average Lives of the PAC Bonds. The “projected weighted average life” of a security refers to the average amount of time that is projected to elapse from the date of delivery of such security to the date of projected payment to the investor of each dollar paid to reduce the principal of such security (assuming no losses). The projected weighted average life of a security is determined by (a) multiplying each projected reduction, if any, of the outstanding amount of such security by the number of years from the date of delivery of such security to the related redemption date or maturity date, (b) adding the results and (c) dividing the sum by the initial outstanding amount of such security.

The calculations of each of the projected weighted average lives of the PAC Bonds set forth in the PAC Bonds Projected Average Life (in years) table (the “**PAC Bonds Average Life Table**”) as set forth below requires the making of certain hypothetical assumptions, including, among others, the following:

(a) The Series 2019 D/E Mortgage-Backed Securities (including the Refunded Series Mortgage-Backed Securities) prepay at the corresponding rates set forth on the PAC Bonds Average Life Table.

(b) The Series 2019 D/E Mortgage-Backed Securities and the Series 2019 D/E Mortgage Loans (excluding the Refunded Series Mortgage-Backed Securities) will consist of approximately \$123,932,500* of Mortgage-Backed Securities, with an expected weighted average coupon rate of 3.862%*, are expected to bear a weighted average pass through interest rate of approximately 3.241%*, are expected to have a weighted average maturity of approximately November 17, 2049* and are expected to be acquired with proceeds of the Offered Bonds on or before April 30, 2020*.

(c) The Refunded Series Mortgage-Backed Securities to be credited to the Series 2019 D/E Mortgage Loan Fund Account on or about October 30, 2019* in connection with the issuance of the Offered Bonds will consist of approximately \$54,390,000* of Mortgage-Backed Securities, with a weighted average coupon rate of 3.928%*, will bear a weighted average pass through interest rate of approximately 3.378%* and will have a weighted average maturity of approximately May 3, 2044*.

(d) Directed Series 2019 D/E Principal Payments will be applied at least once during each semiannual period to redeem the PAC Bonds up to the then applicable PAC Bonds Applicable Amount.

(e) “Ten-Year” Rule Redemptions will be applied *first*, to redeem the PAC Bonds up to the then applicable PAC Bonds Applicable Amount, *second* to redeem the 2019 Series D Bonds and *third* to redeem the remaining PAC Bonds.

The foregoing hypothetical assumptions summarized above are referred to herein collectively as the “**Average Life Assumptions.**”

The actual characteristics and the performance of the Series 2019 D/E Mortgage-Backed Securities will differ from the Average Life Assumptions utilized in constructing the PAC Bonds Average Life Table, which assumptions are hypothetical in nature and are provided only to give a general sense of how the weighted average lives of the PAC Bonds might vary as such prepayment speeds vary. For example, the actual rate of prepayment of all Series 2019 D/E Mortgage-Backed Securities (including Refunded Series Mortgage-Backed Securities) and

* Preliminary, subject to change.

Series 2019 D/E Mortgage Loans can be expected to differ from the Average Life Assumptions. NIFA does not expect that the Series 2019 D/E Mortgage-Backed Securities will prepay actually and consistently in conformance with any of the prepayment assumptions represented in the scenarios set forth in the PAC Bonds Average Life Table. Any difference between such Average Life Assumptions and the actual characteristics and performance of the Mortgage-Backed Securities will cause the actual weighted average lives of the PAC Bonds to differ (which difference could be significant) from the projected weighted average lives in the PAC Bonds Average Life Table. The Average Life Assumptions are not necessarily consistent with the current or historical approach of NIFA to recycling and selecting Bonds to be redeemed, and they are not binding upon or necessarily indicative of future actions of NIFA with respect to the redemption of the Offered Bonds (provided that NIFA has covenanted in the Series 2019 D/E Supplemental Indenture to use certain amounts received by NIFA to redeem the PAC Bonds). NIFA makes no representation as to the reasonableness of the Average Life Assumptions and makes no representation that the hypothetical projected average lives set forth in the PAC Bonds Average Life Table will reflect the actual course of events.

The computation of the weighted average lives of the PAC Bonds under each of the scenarios represented in the PAC Bonds Average Life Table is based on one of two sets of indicated assumptions about the exercise of the Optional Redemption provisions pursuant to the Series 2019 D/E Supplemental Indenture:

- (a) In the case of scenarios labeled “Optional Call Exercised,” it is assumed that NIFA will exercise its right to optionally redeem all then-eligible Offered Bonds on March 1, 2029.
- (b) In the case of scenarios labeled “Optional Call Not Exercised,” it is assumed that NIFA will not exercise its right to optionally redeem the Offered Bonds.

Investors owning less than all of the PAC Bonds may experience redemption at a rate that varies from the projected weighted average lives shown in the PAC Bonds Average Life Table.

PAC Bonds Projected Average Life (in years)*

% PSA Prepayment Model 2019 DE Mortgage-Backed Securities	Optional Call Not Exercised	Optional Call Exercised
0	26.1	9.3
25	17.5	7.9
50	10.4	6.5
75	5.3	5.2
100	4.1	4.1
200	4.1	4.1
300	4.1	4.1
400	4.1	4.1
500	4.1	4.1

See the Table set forth in “APPENDIX D-5 – PROJECTED PERCENTAGES OF INITIAL PRINCIPAL BALANCE OUTSTANDING AND PROJECTED WEIGHTED AVERAGE LIVES OF PAC BONDS” attached hereto.

Selection of Bonds to Be Redeemed. If Offered Bonds are to be redeemed in part pursuant to the redemption described above under “—Redemption Due to Unused Proceeds,” “—Redemption From Prepayments and Excess Moneys,” “—Redemption of the PAC Bonds,” or “— ‘Ten-Year Rule’ Redemptions,” the aggregate principal amount of the Offered Bonds to be redeemed shall be selected and redeemed in Authorized Denominations and on such basis to be determined and effectuated as nearly as practicable by multiplying the total amount of

*Preliminary, subject to change.

money available to redeem Offered Bonds by the ratio which the principal amount of Offered Bonds outstanding in each maturity bears to the aggregate amount of all Outstanding Offered Bonds, provided that such Offered Bonds to be redeemed may be selected by NIFA in its sole and absolute discretion in accordance with the most recent Cash Flow Statement.

If any Offered Bonds of like maturity are to be redeemed in part, the Offered Bonds shall be redeemed only in Authorized Denominations. If any maturity shall be redeemed in part, such portion shall be selected by lot. For so long as beneficial ownership interests in the Offered Bonds are available only in book-entry form, redemption shall be made in accordance with DTC's practices. See "THE OFFERED BONDS—Book-Entry-Only System" herein.

Notice of Redemption. Notice of the redemption of Offered Bonds shall specify the Offered Bonds or portions thereof to be redeemed, the redemption date and the redemption price thereof, and shall be given by mail (and/or other arrangement acceptable to DTC) to DTC at least 30 days (or such shorter period as may be acceptable to the then registered owner of the Offered Bonds) but no more than 60 days prior to such redemption date (see "THE OFFERED BONDS—Book-Entry-Only System" herein). Failure to give such notice by mail with respect to any Bond shall not be a condition precedent to or affect the validity of any proceeding for the redemption of other Bonds. All Bonds called for redemption will cease to bear interest on the specified redemption date, provided funds for their redemption are on deposit at the place of payment at that time, and will no longer be protected by the Indenture and will not be deemed to be Outstanding under the provisions of the Indenture.

Tenders for Purchase in Lieu of Redemption

NIFA may direct its agent or agents to solicit tenders for the purchase of Offered Bonds subject to redemption under any of the foregoing provisions. The purchase price of any such Offered Bond, if paid from amounts held under the Indenture, may not exceed the applicable redemption price. Any such purchase must be completed prior to the time notice would be otherwise given to redeem the Offered Bonds. The Offered Bonds so purchased shall be cancelled and the principal amount so purchased shall be applied as a credit against the applicable principal amount of the Offered Bonds to be otherwise redeemed.

Open Market Purchase of Bonds

From time to time, NIFA may purchase and cancel its Bonds, including its fixed rate Bonds offered in the open market at prices deemed favorable by NIFA, as permitted by the Indenture. If NIFA determines to solicit the purchase of any such Bonds, it may or may not do so pursuant to a further notice to the holders of such Bonds.

SECURITY FOR THE BONDS

Pledge of the Indenture

All Bonds are equally secured under the Indenture. The Bonds are limited obligations of NIFA, payable solely out of Revenues derived from the operation of the Program and other amounts pledged therefor pursuant to the Indenture. The mortgage loans purchased (or financed through the purchase of certain mortgage-backed securities) with proceeds of the Other Single Family Programs and the funds and accounts which secure the bonds issued thereunder are *not* pledged and are not available to meet any payment requirements of the Bonds. NIFA has no taxing power. THE BONDS DO NOT CONSTITUTE A DEBT, LIABILITY OR GENERAL OBLIGATION OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF OR PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF.

Pursuant to the Indenture, NIFA grants to the Trustee a pledge of and security interest in the following as security for the Bonds:

- (a) All right, title and interest, if any, of NIFA in and to the Program Agreements (as defined in the Indenture), including all extensions and renewals of their terms, if any, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive

and receipt for any income, revenues, receipts, issues, profits, insurance proceeds and other sums of money payable to or receivable by NIFA under the Program Agreements, whether payable pursuant thereto or otherwise, to bring actions and proceedings under the Program Agreements or for the enforcement thereof, and to do any and all things which NIFA is or may become entitled to do thereunder;

(b) All right, title and interest of NIFA in and to the Mortgage Loans and related Mortgages and the Mortgage-Backed Securities, including, but without limiting the generality of the foregoing, the present and continuing right to make claim for, collect, receive and receipt for any income, revenues, receipts, issues and profits and other sums of money payable or receivable by NIFA under the Mortgage Loans and the Mortgage-Backed Securities, whether payable pursuant to the Mortgage Loans, the Mortgage-Backed Securities or otherwise, to bring actions and proceedings under the Mortgage Loans and the Mortgage-Backed Securities or for the enforcement thereof, and to do any and all things which NIFA is or may become entitled to do under the Mortgage Loans and the Mortgage-Backed Securities, all, however, subject to any limitations with respect thereto specified in the related Supplemental Indenture; and

(c) All moneys and securities, including Bond proceeds (other than proceeds deposited in trust for the retirement of outstanding Bonds, including the Refunded Prior Series Bonds) and Revenues from time to time held by the Trustee under and subject to the terms of the General Indenture or any Supplemental Indenture (except Service Fees, Escrow Payments and Excess Nonmortgage Earnings) and any and all other real or personal property of every name and nature from time to time by delivery or by writing of any kind conveyed, mortgaged, pledged, assigned or transferred as and for additional security under the Indenture by NIFA, or by anyone in its behalf or with its written consent, to the Trustee which is authorized to receive any and all such property at any and all times and to hold and apply the same subject to the terms of the Indenture.

When certain terms and conditions are fulfilled as provided in the Indenture, amounts may be released free and clear of the lien of the Indenture. See “THE INDENTURE—Revenue Fund,” “—Operating Fund” and “—Release of Amounts Free of Lien of Indenture” herein.

Pursuant to Section 58-258 of the NIFA Act, any pledge made by the Authority, such as those made in the Indenture and described herein, is valid and binding from the time the pledge is made. The revenue, money, or properties so pledged and thereafter received by the Authority are immediately subject to the lien of such pledge without any physical delivery thereof or further act, and the lien of any such pledge is valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Authority, irrespective of whether the parties have notice thereof. Neither the resolution nor any other instrument by which a pledge is created, including the Indenture, need be recorded.

Mortgage Loans; Mortgage-Backed Securities

Under the Program, NIFA is permitted to acquire, purchase or finance Mortgage Loans and to enter into commitments to so finance Mortgage Loans made by qualified Participants to Mortgagors for owner-occupied, one- to four-unit residences. Subject to certain limited exceptions, each Mortgage Loan acquired, purchased or financed by NIFA must have been made for the purpose of purchasing or, under certain conditions, improving or rehabilitating the property subject to the related Mortgage, if any. Mortgage Loans may be FHA-insured, VA-guaranteed, USDA/RD-guaranteed, HUD-guaranteed or Conventional Mortgage Loans or insured by Private Mortgage Insurance, or uninsured, as specified in the Series Program Determinations in the corresponding Supplemental Indenture. Such Series Program Determinations shall provide for insurance requirements, if any, on the Mortgage Loans which shall not adversely affect the Rating Quality of the Bonds. Depending on the Series Program Determinations governing the funds available in the applicable Series Mortgage Loan Account, the Mortgage Loans may (but are not required to) be secured by a valid first or second mortgage on a Residence financed by such Mortgage Loan (or may be unsecured), may or may not be insured or guaranteed, and may include Mortgage Loans with varying terms to maturity greater than or less than 30 years, Mortgage Loans that are well below market rates or non-interest-bearing and Mortgage Loans, such as Community Program Loans, rehabilitation or home improvement loans, that may or may not be secured by first lien mortgages. Each Mortgage Loan (other than Community Program Loans) is made substantially in accordance with the underwriting policies of the Participant and of the Program as determined from time to time. As provided in the Series Program Determinations

governing the funds available in the applicable Series Mortgage Loan Account, at the time of acquisition by NIFA (or the Trustee) the Mortgage-Backed Securities must have been issued by or guaranteed as to payment of principal and interest by GNMA, Fannie Mae, FHLMC or any other agency or instrumentality of or chartered by the United States which has similar powers (or such other entity designated and approved by NIFA as will not adversely affect the Rating Quality of the Bonds).

NIFA anticipates that proceeds of the Offered Bonds, together with other amounts, if any, initially deposited in the Series 2019 D/E Mortgage Loan Fund Account, will be made available to hold and carry, acquire, purchase, finance and refinance GNMA Securities, Fannie Mae Securities and FHLMC Securities satisfying the Series Program Determinations with respect to the Offered Bonds. Subject to the limitations set forth in the Indenture, NIFA may modify the initial Series Program Determinations to finance Community Program Loans and other Mortgage Loans and Mortgage-Backed Securities not meeting such initial determinations so long as financing such loans and securities does not adversely affect the Rating Quality of the Bonds. Payments of principal and interest on Community Program Loans and other loans and securities financed with amounts available in the Mortgage Loan Fund (including any recycling subaccount therein) are pledged to the repayment of the Bonds but are not expected to be needed (nor are they included in any Cash Flow Statement) to pay any portion of the principal of or interest on the Bonds. Investors are advised to look only to receipts from Mortgage Loans (other than Community Program Loans) and Mortgage-Backed Securities for repayment of the Bonds.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund with respect to the Bonds. The Debt Service Reserve Requirement for the Debt Service Reserve Fund is, as of any particular date of calculation, the aggregate of the amounts specified, if any, as the Debt Service Reserve Requirement in each Supplemental Indenture. NIFA does not anticipate that a deposit will be made into the Debt Service Reserve Fund in connection with the issuance of the Offered Bonds. Upon the issuance of the Offered Bonds, the Debt Service Reserve Fund is expected to have funds on deposit therein in an amount that is at least equal to the Debt Service Reserve Requirement with respect to the Prior Series Bonds. See “THE INDENTURE—Debt Service Reserve Fund” herein.

Mortgage Reserve Fund

The Indenture establishes a Mortgage Reserve Fund with respect to the Bonds. The Mortgage Reserve Fund Requirement for the Mortgage Reserve Fund is, as of any particular date of calculation, the aggregate of the amounts specified, if any, as the Mortgage Reserve Fund Requirement in each Supplemental Indenture. NIFA does not anticipate that a deposit will be made into the Mortgage Reserve Fund in connection with the issuance of the Offered Bonds. Upon the issuance of the Offered Bonds, the Mortgage Reserve Fund is expected to have funds on deposit therein in an amount that is at least equal to the Mortgage Reserve Fund Requirement with respect to the Prior Series Bonds. See “THE INDENTURE—Mortgage Reserve Fund” herein.

Collateral Fund

The Indenture establishes a Collateral Fund with respect to the Bonds. See “THE INDENTURE—Collateral Fund” herein. NIFA may cause to be deposited into the Collateral Fund, from time to time, such cash, securities, mortgage loans or other property (the “**Collateral Securities**”) as directed by NIFA. Collateral Securities may include excess Revenues and funds payable to NIFA under the Indenture, including, but not limited to, all or a portion of any operating fee or supplemental operating fee payable to NIFA with respect to any liquidity facility, remarketing agreement or interest rate swap agreement. Collateral Securities may also include amounts receivable by NIFA under contracts with third parties, including, but not limited to, any interest rate swap agreement entered into with any swap counterparty or interest rate cap agreement entered into with any cap counterparty which NIFA directs be deposited in the Collateral Fund. NIFA does not anticipate that any deposit will be made into the Collateral Fund which pertains to the Offered Bonds.

NIFA MAY DEPOSIT CERTAIN SUPPLEMENTAL OPERATING FEES WITH RESPECT TO THE OFFERED BONDS AND THE PRIOR SERIES BONDS INTO THE COLLATERAL FUND BUT SUCH FEES ARE NOT EXPECTED TO BE APPLIED TO PAY PRINCIPAL OF OR INTEREST ON THE BONDS.

Any moneys held in the Collateral Fund may be invested or reinvested in such securities, mortgage loans or other investments as may be directed by an Authorized Officer, which may include Permitted Investments, Mortgage Loans or Mortgage-Backed Securities, but are not restricted thereto unless otherwise provided in a Supplemental Indenture and may include obligations representing assistance to finance down payment and closing costs for qualified homebuyers (the “HBA Assistance”). NIFA may credit certain obligations representing HBA Assistance (some of which are 0% interest home buyer assistance subordinate lien mortgages financed with funds other than proceeds of Bonds) into the Collateral Fund. Any interest or income earned with respect to any said Collateral Securities (including obligations evidencing HBA Assistance, if any) shall likewise be retained in the Collateral Fund or, at the direction of NIFA, released to NIFA, except as otherwise provided in the Indenture as then supplemented by all supplemental indentures in effect.

If on any date payments are required to be made from the Revenue Fund to pay principal of or interest on the Bonds, to replenish the Debt Service Reserve Fund or to make any transfer to the Operating Fund, and there are not sufficient funds in the Revenue Fund to make such payments, the Trustee shall withdraw (after withdrawing any necessary and available amounts on deposit in (a) any capitalized interest account established pursuant to a Supplemental Indenture, (b) the Redemption Fund, to the extent available therein, (c) the Mortgage Loan Fund, to the extent of Prepayments or excess Revenues available therein, (d) the Debt Service Reserve Fund and (e) the Mortgage Reserve Fund) from the Collateral Fund and transfer to the Revenue Fund such amounts as are necessary to provide sufficient funds for the required transfers from the Revenue Fund.

Under the terms of the Series 2019 D/E Supplemental Indenture, NIFA may direct the Trustee to transfer certain amounts deposited in the Collateral Fund to the Revenue Fund to pay interest on the Offered Bonds and to apply certain amounts on deposit in the Collateral Fund in satisfaction of payments due to a swap counterparty pursuant to the terms of an interest rate swap agreement.

At any time, at the direction of an Authorized Officer, the Trustee shall withdraw from the Collateral Fund and pay to NIFA, free and clear of the lien of the Indenture, such Collateral Securities (including any obligations evidencing HBA Assistance) as shall be specified therein, including any interest or income earned thereon, unless otherwise restricted by a Supplemental Indenture. NIFA may, but is not required to, direct payments to be made to the Swap Counterparty, as necessary, with Collateral Securities otherwise available to be released to NIFA, free and clear of the lien of the Indenture.

THERE IS NO GUARANTEE THAT PROCEEDS, IF ANY, WITH RESPECT TO OBLIGATIONS EVIDENCING ANY HBA ASSISTANCE AND/OR ANY AMOUNTS DEPOSITED INTO OR CREDITED TO THE COLLATERAL FUND WILL BE AVAILABLE TO PAY PRINCIPAL OF OR INTEREST ON THE BONDS.

Cash Flow Statements

NIFA is required to file with the Trustee a current Cash Flow Statement (a) prior to or concurrent with any issuance or remarketing (e.g., in connection with an adjustment of the interest rate thereon) by NIFA of any Series of Bonds; (b) on any March 1, if a Cash Flow Statement has not been filed within the prior year or such longer period as NIFA shall adopt, provided that the adoption of such period shall not, in and of itself, adversely affect the Rating Quality on the Bonds; (c) upon purchase or redemption of Bonds in a manner other than as contemplated in the most recent Cash Flow Statement; (d) prior to withdrawing any amounts from the Revenue Fund as described in paragraph *Third* of the description of the Revenue Fund under the heading “THE INDENTURE—Revenue Fund;” (e) prior to transferring amounts to the Mortgage Loan Fund from the Revenue Fund to finance Mortgage Loans or Mortgage-Backed Securities in excess of the amounts contemplated in the most recent Cash Flow Statement to be so transferred, or prior to applying amounts previously transferred to the Mortgage Loan Fund to finance, purchase or acquire Mortgage Loans or Mortgage-Backed Securities on terms materially different from those assumed in the most recent Cash Flow Statement; (f) prior to releasing from the lien of the Indenture Mortgage Loans (other than Community Program Loans) or Mortgage-Backed Securities credited to the Mortgage Loan Fund or upon a disposition of Mortgage Loans or Mortgage-Backed Securities except as otherwise permitted in the Indenture; and (g) in order to extend any Delivery Period as set forth in the related Supplemental Indenture, which Cash Flow Statement shall provide evidence for the affected Series of Bonds for which an extension is desired on a stand-alone basis. In addition, at any time NIFA may file a Cash Flow Statement with the Trustee at its option. In lieu of filing

a Cash Flow Statement, a Cash Flow Certificate certifying that the action to be taken is consistent with the assumptions as set forth in the latest filed Cash Flow Statement may be filed in order to take the actions described in clauses (d) and (f).

A Cash Flow Statement consists of a statement of an Authorized Officer of NIFA giving effect to the action proposed to be taken and demonstrating in the current and each succeeding Bond Year in which Bonds are scheduled to be Outstanding that amounts then expected to be on deposit in the Funds and Accounts maintained under the Indenture in each such Bond Year will be at least equal to all amounts required by the Indenture to be on deposit in such Funds and Accounts for the payment of the principal and Redemption Price of and interest on the Bonds, for the payment of any Operating Fees and for the funding of the Debt Service Reserve Fund to its requirement, *except* that (i) to the extent specified in a Supplemental Indenture, a Fund or Account established in said Supplemental Indenture shall not be taken into account when preparing such Cash Flow Statement; (ii) earnings on and deposits in the Mortgage Reserve Fund shall not be taken into account; and (iii) amounts credited to the Collateral Fund shall not be taken into account unless directed by NIFA and upon the written consent of the Rating Agency. The Cash Flow Statement is required to set forth the assumptions upon which the estimates therein are based, which assumptions are required to be based upon NIFA's reasonable expectations at the time such Cash Flow Statement is filed and is required to contain similar assumptions and cash flow assumptions as required by the Rating Agency (unless otherwise waived by the Rating Agency) in the most recent Cash Flow Statement filed by NIFA with the Trustee, together with any additional cash flow assumptions required by the Rating Agency. Upon filing a Cash Flow Statement with the Trustee, NIFA is required to administer the Program and perform its obligations under the Indenture in accordance, in all material respects, with the assumptions set forth in such Cash Flow Statement. Except with respect to actions being taken contemporaneously with the delivery of a Cash Flow Statement, facts reflected in a Cash Flow Statement may be as of a date or reasonably adjusted to a date not more than 180 days prior to the date of delivery of such statement.

If any Cash Flow Statement shows a deficiency in any Fiscal Year in the amount of moneys expected to be available for the purposes described in the Indenture during such Fiscal Year, NIFA shall not be in default under the Indenture but shall take all reasonable actions consistent with the Indenture to eliminate such deficiency. NIFA is then precluded from taking the actions described or referenced in clauses (a), (c), (d), (e) and (f) above if the Cash Flow Statement on file with the Trustee shows that the taking of such action would cause a Deficiency to occur or would increase any existing deficiency.

Except as necessary to dispose of defaulted Mortgage Loans or to comply with tax covenants or Program requirements, if the Cash Flow Statement delivered in connection with any redemption of Bonds or sale of Mortgage Loans or Mortgage-Backed Securities at a price below par does not project Revenues sufficient to pay Expenses and debt service on the Bonds when due in each Bond Year, an Authorized Officer must certify to the Trustee that the projected deficiency in each Bond Year is less than it would have been if all or a portion of the amounts transferred or used had been applied to the purchase of Mortgage Loans or Mortgage-Backed Securities or invested in Permitted Investments on terms then available.

2019 Series D/E Cash Flow Statement

As a condition to the issuance of the Offered Bonds, NIFA will provide the Trustee with a Cash Flow Statement in the form required by the Indenture. cfX Incorporated, New York, New York (“cfX”) will provide NIFA with the supporting cash flows based upon information in the Cash Flow Statement to be attached to the Cash Flow Statement in connection with the Offered Bonds. See “QUANTITATIVE CONSULTANT” herein for information regarding the engagement of cfX by NIFA.

Additional Bonds

The General Indenture provides that NIFA may issue obligations and create additional indebtedness secured by an equal charge or lien on the Funds and Accounts, Mortgage Loans, Mortgage-Backed Securities and other pledged property and which will be payable from any of the foregoing pursuant to the conditions set forth in the General Indenture. Any Bonds so issued (including the Offered Bonds) may be issued only upon compliance with the conditions set forth in the General Indenture. Any additional bonds issued under the General Indenture will be on a parity with the outstanding Bonds issued under the General Indenture and will be entitled to the equal

benefit, protection and security of the provisions, covenants and agreements of the General Indenture. See “THE INDENTURE—Provisions for Issuance of Bonds” herein. NIFA may, however, issue evidences of indebtedness (a) secured by a pledge of Revenues that may be released from the lien of the Indenture or (b) not issued under the Indenture.

CASH FLOW ASSUMPTIONS

The ability of NIFA to pay the principal of and the interest on the Bonds depends upon the receipt of sufficient payments of principal and interest on the Mortgage Loans (other than Community Program Loans) and the Mortgage-Backed Securities financed with the proceeds of the Bonds, the investment or reinvestment of moneys held pursuant to the Indenture and other amounts available pursuant to 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 as well as certain assumptions relating to the issuance of the Prior Series Bonds 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 Bonds, as well as any Program fees and expenses:

(a) The Master Servicer shall receive a monthly Service Fee (to be deducted from payments on the Mortgage Loans (other than Community Program Loans)) equal to one-twelfth of not more than the sum of (i) 0.25% (or such other percentage or amount as agreed to by NIFA) of the principal amount outstanding of such Mortgage Loans serviced by the Master Servicer and (ii) 0.50% in the case of GNMA Securities and a weighted average rate not greater than 0.70% in the case of Fannie Mae Securities, in each case as a percentage of the principal amount of Mortgage Loans supporting and represented by Mortgage-Backed Securities (or such other percentage as agreed to by NIFA).

(b) (i) The Trustee shall purchase approximately \$49,298,000* in principal amount of GNMA Securities at a weighted average purchase price equal to approximately 100.50%* of the principal amount thereof and approximately \$74,634,500* in principal amount of Fannie Mae Securities at a weighted average purchase price equal to approximately 101.10%* of the principal amount thereof.

(ii) In connection with the issuance and delivery of the Offered Bonds, the Refunded Series Mortgage-Backed Securities in a principal amount of approximately \$54,390,000* will be credited to the Series 2019 D/E Mortgage Loan Fund Account upon issuance of the Offered Bonds.

(iii) While pledged as security for the Bonds, and available for the redemption of Bonds, the receipt of principal of and interest on the Community Program Loans is not assumed in any Cash Flow Statement.

(c) With respect to the Offered Bonds, Operating Fees to NIFA (including Trustee and any paying agent fees and certain other amounts described below) shall not exceed (on a semiannual basis except as provided below):

(i) $\frac{1}{2}$ (or such fraction as applicable to the initial amount prorated for the period ending March 1, 2020) of 0.10% of the outstanding principal amount of Series 2019 D/E Mortgage Loans (other than Community Program Loans) or Series 2019 D/E Mortgage-Backed Securities; and

(ii) $\frac{1}{2}$ (or such fraction as applicable to the initial amount prorated for the period ending March 1, 2020) of 0.03% of the outstanding principal amount of the Offered Bonds.

* Preliminary, subject to change

(d) The Mortgage Loans (other than Community Program Loans) and the Mortgage-Backed Securities acquired, purchased and financed with the proceeds made available by the issuance of each Series of Bonds and with funds available in any Recycling Subaccount will satisfy the corresponding Series Program Determinations (see “THE PROGRAM—General” herein), provided that NIFA has reserved the right to modify such Series Program Determinations to the extent such modifications do not adversely affect the Rating Quality of the Bonds.

(e) The amounts held in the Funds and Accounts with respect to the Bonds are assumed to be invested in Permitted Investments. See “BONDHOLDER CONSIDERATIONS – Investment of Funds” below.

(f) Series 2019 D/E Prepayments shall be applied, as set forth in the Indenture, to the redemption of the Offered Bonds as described under the caption “THE OFFERED BONDS—Redemption Provisions” above.

(g) Certain Series 2019 D/E Prepayments and excess Revenues (including Scheduled Principal Payments) relating to the Offered Bonds may (to the extent not required to redeem Bonds and to the extent permitted by applicable tax laws) be transferred to a Series 2019 D/E Recycling Subaccount to purchase additional Mortgage Loans and/or Mortgage-Backed Securities (provided NIFA files a Cash Flow Certificate and a Cash Flow Statement evidencing that sufficient amounts will be available to pay the debt service on the Bonds when due or upon earlier redemption). Mortgage Loans and Mortgage-Backed Securities purchased with amounts on deposit in any Series 2019 D/E Recycling Subaccount will satisfy such Series Program Determinations to be established by NIFA from time to time which do not adversely affect the Rating Quality of the Bonds.

(h) The Series 2019 D/E Mortgage-Backed Securities (excluding the Refunded Series Mortgage-Backed Securities) are assumed to represent the following:

Type	Par	Pass Through Weighted Average Rate	Mortgage Loan Weighted Average Coupon	Weighted Average Maturity
GNMA	\$49,298,000	3.266%	3.766%	November 25, 2049
Fannie Mae	74,634,500	3.225	3.925	November 12, 2049
Total/Average	123,932,500	3.241	3.862	November 17, 2049

(i) The Refunded Series Mortgage-Backed Securities to be credited to the Series 2019 D/E Mortgage Loan Fund Account are assumed to represent the following:

Type	Par	Pass Through Weighted Average Rate	Mortgage Loan Weighted Average Coupon	Weighted Average Maturity
GNMA	\$41,220,000	3.317%	3.817%	February 16, 2044
Fannie Mae	13,170,000	3.568	4.275	January 1, 2045
Total/Average	54,390,000	3.378	3.928	May 3, 2044

BONDHOLDER CONSIDERATIONS

General

There are certain considerations that should be taken into account by purchasers of the Offered Bonds. The following, while not intended to be exhaustive of all that a particular purchaser of the Offered Bonds should consider, is a description of several of those considerations.

Special Considerations Relative to the Origination and Prepayment of Mortgage Loans

The dollar amount that FHA, VA and USDA/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 USDA/RD reach the limits of their authority, or change their respective programs, the Participants might not be able to originate Mortgage Loans in the anticipated principal amount or with funds available in any Recycling Subaccount. 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 NIFA to apply amounts on deposit in the Series 2019 D/E Mortgage Loan Fund Account to the purchase of Mortgage-Backed Securities or Mortgage Loans meeting the Series Program Determinations established at the time of delivery of the Offered Bonds may be affected. However, pursuant to NIFA's ongoing Program, Mortgage Loans have been originated and Mortgage-Backed Securities have been purchased by NIFA in anticipation of issuing the Offered Bonds, and the principal amount of such Mortgage Loans and Mortgage-Backed Securities are available at NIFA's direction to be financed with proceeds of the Offered Bonds to be deposited in the Series 2019 D/E Mortgage Loan Fund Account. See Appendix D-1—"SUMMARY OF THE PROGRAM FINANCED WITH THE BONDS—Ongoing NIFA Single Family Program" attached hereto.

As provided in the various supplemental indentures, a portion of the funds deposited in the respective Series Mortgage Loan Accounts (and Recycling Subaccounts) related to the Prior Series Bonds have been used at the direction of NIFA, and may continue to be used, to finance Mortgage Loans which may or may not be insured by FHA or guaranteed by VA or USDA/RD or Conventional Mortgage Loans, which may or may not be guaranteed or insured by Private Mortgage Insurance or other insurance, and which have and may continue to include Mortgage Loans with varying terms to maturity of less than 30 years, Mortgage Loans that are well below market rates or non-interest-bearing Mortgage Loans, such as rehabilitation or home improvement loans, that may or may not be secured by first lien mortgages and Mortgage-Backed Securities that are not issued or guaranteed by GNMA, Fannie Mae or FHLMC and do not otherwise meet the initial Series Program Determinations.

As of June 30, 2019, Community Program Loans in the aggregate principal amount of \$19,124,751 were outstanding and had been credited to various Mortgage Loan Accounts relating to particular Prior Series Bonds. NIFA has reserved the right to apply amounts on deposit in certain Funds and Accounts under the Indenture to finance additional Community Program Loans.

NIFA reserves the right in the Series 2019 D/E Supplemental Indenture to modify the Series Program Determinations in order to apply funds in the Series 2019 D/E Recycling Subaccount to finance, to the extent permitted by applicable tax laws, additional Community Program Loans which do not meet the initial Series Program Determinations and Mortgage-Backed Securities which are not issued or guaranteed by GNMA, Fannie Mae or FHLMC and do not otherwise meet the initial Series Program Determinations, so long as financing such Mortgage Loans and Mortgage-Backed Securities does not adversely affect the Rating Quality of the Bonds.

It is not possible to predict the effect of legislative, regulatory or executive action, if any, on the ability of NIFA to purchase Mortgage Loans or Mortgage-Backed Securities or to predict the determinations to be made by NIFA, in its discretion (consistent with maintaining the Rating Quality of the Bonds), with respect to purchasing Mortgage Loans and Mortgage-Backed Securities.

To facilitate the operation of the Program, from time to time, NIFA uses certain of its general operating funds to purchase Mortgage-Backed Securities in anticipation of the issuance of bonds. In addition, NIFA entered into an agreement (the "**Warehouse Agreement**") with the Federal Home Loan Bank of Topeka pursuant to which NIFA is able to borrow funds from the Federal Home Loan Bank of Topeka in order to finance Mortgage-Backed Securities in anticipation of the issuance of bonds. See Appendix D-1—"SUMMARY OF THE PROGRAM FINANCED WITH THE BONDS—Ongoing NIFA Single Family Program" attached hereto. NIFA expects that

approximately \$65,000,000* of the amount initially deposited in the Series 2019 D/E Mortgage Loan Fund Account will be used to acquire Mortgage-Backed Securities on or about the date of delivery of the Offered Bonds. NIFA expects to use substantially all of the remainder of the amounts in the Series 2019 D/E Mortgage Loan Fund Account (excluding any moneys initially deposited therein to refund the Refunded Prior Series Bonds) to purchase Series 2019 D/E Mortgage-Backed Securities on or before April 30, 2020*.

NIFA is not obligated to use the proceeds of the Bonds or Other Bonds in any particular order and, depending upon the respective mortgage loan interest rates, NIFA may elect, from time to time, to use proceeds of particular Series of Bonds or Other Bonds to the exclusion of other Series of Bonds and Other Bonds. Additionally, NIFA may finance Mortgage Loans originated by Participants 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 and Other Bonds may result in redemption of such Series of Bonds and Other Bonds, in whole or in part. See “THE OFFERED BONDS – Redemption Provisions – *Redemption Due to Unused 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 sale of the related Residence, default, condemnation or casualty loss or noncompliance with the Program. 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 and the requirements under both the NIFA Act and the Code 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.

Assumptions of Mortgage Loans are permitted provided the assumption meets the requirements relating thereto, including compliance by the transferee with income, occupancy and acquisition cost restrictions, if and to the extent applicable. Assumptions are also subject to compliance with any mortgage insurance and Fannie Mae or Freddie Mac guidelines.

In accordance with the terms of the Series 2019 D/E Supplemental Indenture, NIFA may elect to transfer any Series 2019 D/E Prepayments to a Series 2019 D/E Recycling Subaccount (and has made such transfers, with respect to certain Prior Series Bonds Prepayments) to purchase, finance or acquire additional Mortgage Loans or Mortgage-Backed Securities, so long as purchasing, financing or acquiring such additional Mortgage Loans or Mortgage-Backed Securities does not adversely affect the Rating Quality of the Bonds and NIFA files a Cash Flow Certificate and a Cash Flow Statement evidencing that sufficient amounts will be available to pay the debt service on the Bonds when due or upon earlier redemption. To the extent possible and economically feasible, and to the extent permitted by applicable tax laws, NIFA may also direct that certain excess Revenues (including certain Scheduled Principal Payments) relating to the Offered Bonds and Revenues representing excess interest with respect to the Refunded Series Mortgage-Backed Securities be transferred to the Series 2019 D/E Recycling Subaccount to purchase, finance or acquire Mortgage Loans (or portions thereof) or Mortgage-Backed Securities in accordance with Series Program Determinations to be established at the time (which, in the case of funds made available from a Series 2019 D/E Recycling Subaccount, may include Mortgage Loans made at below-market interest rates and Mortgage Loans which may or may not be secured by a first mortgage lien on the residence) so long as purchasing, financing or acquiring such additional Mortgage Loans or Mortgage-Backed Securities does not adversely affect the Rating Quality of the Bonds. NIFA may be unable to, or may determine not to, recycle such amounts to purchase, finance or acquire Mortgage-Backed Securities or Mortgage Loans; in such event such Prepayments and excess Revenues will be used to pay the principal and/or the redemption price of the Offered Bonds and interest thereon. See “BONDHOLDER CONSIDERATIONS – Redemption and Prepayment Considerations” herein.

Series 2019 D/E Prepayments (including Refunded Series Prepayments) and Scheduled Principal Payments received by the Trustee with respect to the Series 2019 D/E Mortgage-Backed Securities, the Series 2019 D/E Mortgage Loans and excess Revenues, if not required to redeem the PAC Bonds or otherwise directed to the Series

* Preliminary, subject to change

2019 D/E Recycling Subaccount, may be applied to the payment or redemption of the Offered Bonds as described under “THE OFFERED BONDS—Redemption Provisions” herein. It is expected that some portion of the Offered Bonds will be redeemed prior to their respective stated maturities.

Each Participant’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.

The General Indenture provides for recycling prepayments on the underlying Mortgage-Backed Securities and Mortgage Loans. NIFA may (and currently intends to if permitted by law) issue additional bonds (which may or may not be issued pursuant to the Indenture), which may finance mortgages at interest rates below the rates provided for Mortgage Loans to be financed with proceeds made available upon the issuance of the Offered Bonds. Any Offered Bond proceeds and other funds initially deposited in the Series 2019 D/E Mortgage Loan Fund Account which are not used to refund the Refunded Prior Series Bonds or purchase Series 2019 D/E Mortgage-Backed Securities (or otherwise finance Mortgage Loans or Mortgage-Backed Securities that are not issued or guaranteed by GNMA, Fannie Mae or FHLMC if, and to the extent, authorized) are required to be used to redeem an appropriate portion of the Offered Bonds. See “THE OFFERED BONDS—Redemption Provisions” herein and Appendix D-1—“SUMMARY OF THE PROGRAM FINANCED WITH THE BONDS” attached hereto.

In addition, NIFA may, at some future date and to the extent provided by law, provide funds through other programs for the refinancing of Mortgage Loans purchased, acquired or financed with proceeds of the 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 Bonds. See “THE OFFERED BONDS—Redemption Provisions” herein.

Redemption and Prepayment Considerations

PREPAYMENTS MADE WITH RESPECT TO MORTGAGE LOANS (INCLUDING COMMUNITY PROGRAM LOANS) AND MORTGAGE-BACKED SECURITIES WHICH ARE NOT APPLIED TO PURCHASE ADDITIONAL MORTGAGE LOANS AND MORTGAGE-BACKED SECURITIES, TOGETHER WITH CERTAIN OTHER EXCESS REVENUES (INCLUDING CERTAIN SCHEDULED PRINCIPAL PAYMENTS) AND OTHER AMOUNTS THAT ARE AVAILABLE UNDER THE INDENTURE, MAY RESULT IN THE REDEMPTION OF SOME PORTION OF THE OFFERED BONDS AT PAR EARLIER THAN THEIR RESPECTIVE STATED MATURITIES.

The yield to the holders of Offered Bonds purchased at a discount or premium may be affected by the actual rate of principal payments (including principal prepayments) on the Mortgage Loans to the extent such payments affect principal payments on the Mortgage-Backed Securities. A lower rate of principal prepayments than expected on the Mortgage-Backed Securities would negatively affect the yield on the Offered Bonds sold at a discount. A higher rate of principal prepayments than expected on the Mortgage-Backed Securities would negatively affect the yield of Offered Bonds sold at a premium. Because it is impossible to predict with any accuracy the timing and dollar amount of principal prepayments on the Mortgage-Backed Securities that will be made, investors may find it difficult to analyze the effect of prepayments on the yield on the Offered Bonds.

In accordance with the Program, and subject to any agreements with respect to the redemption of certain Bonds, NIFA expects to continue to review the amount of Prepayments received and excess Revenues on deposit under the Indenture and expects to use such amounts to finance additional Mortgage Loans and Mortgage-Backed Securities when consistent with its Program goals and objectives.

Pursuant to the terms of the Indenture, and if so permitted by the respective Supplemental Indentures, NIFA may designate Revenues, including certain Prepayments, excess moneys and earnings on the Debt Service Reserve Fund and the Mortgage Reserve Fund, for transfer to the Revenue Fund and thereafter a Recycling Subaccount of the Mortgage Loan Fund to purchase, finance or acquire additional Mortgage Loans and/or Mortgage-Backed Securities or to the Redemption Fund for application to the redemption of Bonds. The excess moneys will include earnings and excess moneys on all of the Funds and Accounts under the Indenture related to

any Series of Bonds (other than the Collateral Fund, except as otherwise provided in a Supplemental Indenture), including moneys transferred from the Debt Service Reserve Fund and the Mortgage Reserve Fund which are in excess of the Debt Service Reserve Requirement and the Mortgage Reserve Fund Requirement, respectively.

Pursuant to the terms of the Series 2019 D/E Supplemental Indenture, NIFA has agreed to direct a portion of certain Directed Series 2019 D/E Principal Payments to the redemption of the PAC Bonds. Directed Series 2019 D/E Principal Payments in excess of the amounts required to redeem the PAC Bonds and subject to the election described above with respect to the transfer of amounts to any Recycling Subaccount of the Mortgage Loan Fund, Series 2019 D/E Prepayments, including Refunded Series Prepayments (and certain Scheduled Principal Payments) may be applied to redeem Offered Bonds pursuant to the redemption provisions of the Series 2019 D/E Supplemental Indenture. In its sole discretion, and subject to the Series 2019 D/E Supplemental Indenture, NIFA may determine to apply the excess moneys to redeem Offered Bonds in amounts which are in excess of or less than the proportion the Offered Bonds bear to all of the Bonds issued under the Indenture. As a result, the Offered Bonds may be redeemed at an accelerated, or slower, rate which cannot be predicted. See “THE OFFERED BONDS—Redemption Provisions—Redemption From Prepayments and Excess Moneys” herein.

Certain Revenues relating to one Series of Bonds (including moneys received from the payment of principal of and interest on Mortgage Loans and Mortgage-Backed Securities financed with the proceeds of that Series) in excess of Revenues needed to pay principal and interest currently due on any of the Bonds, to pay expenses or to meet other purposes set forth in the Indenture generally may be used at any time to redeem Bonds of that Series and/or Bonds of certain other Series (subject to limitations, if any, set forth in the applicable Supplemental Indentures). The use of Revenues in respect of one Series to redeem Bonds of another Series is known as “cross-calling.” The Series and maturities of Bonds to be “cross-called” from time to time, if any, will be determined by NIFA consistent with the Indenture. However, it is expected as a general matter that, if Bonds are to be cross-called, higher yielding maturities of Bonds will be cross-called from excess Revenues before lower yielding maturities of Bonds are cross-called (subject to the Indenture and certain requirements of the Code).

The “10-Year Rule” (Section 143(a)(2)(A)(iv) of the Code), as it is commonly called, generally requires that repayments of principal on Mortgage Loans must be used to redeem the Series of Bonds that financed such Mortgage Loans to the extent such repayments are received more than 10 years after such Series (or, with respect to refunding bonds, the original bond) was issued as a tax-exempt bond. Such repayments, when received, are considered “restricted principal receipts.” The 10-Year Rule generally limits NIFA’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 Offered Bonds remain Outstanding may increase the risk that the Offered Bonds would be cross-called or that Revenues associated with the Offered Bonds might be used to cross-call other Bonds.

The future prepayment behavior of the Mortgage Loans will be influenced by a variety of economic, geographic, demographic, social and other factors, including the level of prevailing mortgage interest rates and the rate at which homeowners sell their homes or default on their Mortgage Loans. In general, if prevailing interest rates are below the interest rate on the Mortgage Loans, the Mortgage Loans are likely to be subject to higher prepayment rates than if prevailing rates are at or above the interest rates on such Mortgage Loans. Conversely, if interest rates rise, the rate of prepayment would be expected to decrease. In addition, the borrower of a Mortgage Loan financed after December 31, 1990 must pay to the United States a portion of the gain upon the disposition of a residence financed if such disposition occurs within nine years from the date of purchase as a recapture of a portion of the borrower’s benefit from tax-exempt financing. Although NIFA has agreed to reimburse borrowers of certain Mortgage Loans originated after June 1, 2004 for the amount of recapture tax paid by such borrower, it is not possible to predict the effect of such recapture provision upon the origination of Mortgage Loans or the prepayment characteristics of such Mortgage Loans. See “THE PROGRAM—Origination of the Mortgage Loans” below. Such recapture provisions may also affect the timing for prepayment of Mortgage Loans. Other factors affecting prepayment of Mortgage Loans include changes in the mortgagors’ housing needs, job transfers, unemployment and mortgagors’ net equity in the mortgaged properties. In addition, as homeowners move or default on their Mortgage Loans, the houses are generally sold and the Mortgage Loans prepaid.

The rate of prepayment on the Mortgage Loans also may be affected by whether, upon a sale of the mortgaged property, the purchaser may assume the Mortgage Loan. Subject to satisfaction of certain terms set forth

in each Mortgage Origination Agreement, between NIFA and each Participant in the Program (including any origination agreement or other agreement providing for the purchase of Mortgage Loans by the Master Servicer from a Participant, collectively, the “**Origination Agreement**”), the Mortgage Loans are assumable by qualified purchasers. Assumption of Mortgage Loans, rather than payoff upon a sale or transfer of the related mortgaged property, will reduce the level of prepayments. There is no way to determine the effect that such assumptions or non-assumptions of Mortgage Loans will have on principal payments on the Bonds. See “THE PROGRAM—Qualification of Mortgagors and Mortgage Loans” herein.

No representation is made as to the anticipated origination of Mortgage Loans to be financed with funds held in or deposited to the Series 2019 D/E Mortgage Loan Fund Account, including any Recycling Subaccount, the anticipated yield to redemption, the redemption of any of the Offered Bonds or the rate of prepayment on the Mortgage Loans. Investors seeking to maximize yield are urged to make an investment decision with respect to the Offered Bonds based upon the investor’s desired yield to redemption or maturity, the anticipated yield to redemption or maturity of the Offered Bonds resulting from the price of the Offered Bonds and the investor’s own determination as to (i) the anticipated Series 2019 D/E Prepayments with respect to the Series 2019 D/E Mortgage-Backed Securities and Mortgage Loans financed with funds held in the Series 2019 D/E Mortgage Loan Fund Account, (ii) the anticipated Prepayments and scheduled principal payments received by the Trustee with respect to the Refunded Series Mortgage-Backed Securities transferred to the Series 2019 D/E Mortgage Loan Fund Account, (iii) any Prepayments and scheduled principal payments and (iv) NIFA’s ability and willingness to recycle.

NIFA has previously cross-called Bonds and expects to use opportunities provided through the cross-calling of Bonds to optimize the financing of Mortgage Loans and Mortgage-Backed Securities as part of the Program.

Interest Rate Swap Agreements, Liquidity Facilities and Variable Rate Bonds

In connection with the issuance of certain Prior Series Bonds bearing interest at variable rates, NIFA entered into one or more of the Existing Swap Agreements as more fully set forth in Appendix H—“LIQUIDITY FACILITIES AND INTEREST RATE SWAP AGREEMENTS.” NIFA may enter into interest rate or other types of agreements in the future in connection with the issuance of additional Bonds which bear interest at variable interest rates.

Interest rate swap agreements, such as the Existing Swap Agreements, may present certain risks, including those described herein. A difference in the notional amount of any Existing Swap Agreement and the outstanding principal amount of the related Series Bonds issued as Variable Rate Bonds or any such differences between an Existing Swap Agreement rate and the actual interest rates borne by the related Variable Rate Bonds may result in the aggregate net obligation of NIFA with respect to such related Variable Rate Bonds and such Existing Swap Agreement not remaining on an approximately fixed rate basis, which could create additional expense to NIFA.

Under certain circumstances, an Existing Swap Agreement may be terminated, and upon such termination, NIFA may elect to replace such Existing Swap Agreement with an alternate Interest Rate Swap Agreement. No assurance can be given that NIFA will be able to enter into an alternate Interest Rate Swap Agreement with terms substantially similar to the terms of the terminated Existing Swap Agreement, and an inability to do so may result in NIFA’s aggregate net obligation with respect to the particular series of Variable Rate Bonds and the applicable Existing Swap Agreement not remaining on an approximately fixed rate basis, which could create additional expense to NIFA. In addition, NIFA may be obligated to make certain payments to a swap counterparty in connection with a termination of an Existing Swap Agreement.

If the credit quality of NIFA or one or more counterparties deteriorates, the Existing Swap Agreements require the posting of collateral at certain thresholds. See Appendix H—“LIQUIDITY FACILITIES AND INTEREST RATE SWAP AGREEMENTS – NIFA Threshold Table” attached hereto. If NIFA was to be downgraded and required under the terms of any of the Existing Swap Agreements to post collateral, the obligation to post collateral would be a general obligation of NIFA.

NIFA has entered into liquidity facilities in the past with respect to Prior Series Bonds, which are Variable Rate Bonds, and may enter into liquidity facilities in the future with respect to additional series of variable rate bonds issued pursuant to the Indenture. There can be no assurance that NIFA will be able to extend or replace any such liquidity facilities with substantially similar terms to those of the existing liquidity facilities. If NIFA's variable rate bonds are purchased by a liquidity provider, such variable rate bonds will bear interest at rates and have principal payments due as specified within the respective liquidity facility which may differ from the amounts and timing of principal and interest expected to be due at the time of issuance of such variable rate bonds. The payments owed to a liquidity provider pursuant to each liquidity facility which are payable pursuant to the Indenture are subordinate to debt service payments as provided in the Indenture, and any payments owed in excess of such subordinated obligations under the Indenture are a general obligation of NIFA. To date, NIFA has had no single-family bonds purchased by a liquidity provider. See Appendix H—"LIQUIDITY FACILITIES AND INTEREST RATE SWAP AGREEMENTS" attached hereto for a list of liquidity facilities in effect as of the date of this Official Statement.

Developments in the Residential Mortgage Market May Adversely Affect Bond Yield

The residential mortgage market in the United States over the last several years has experienced a variety of difficulties and changed economic conditions that may adversely affect the performance and market value of the 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. These laws, regulations and rules may result in delays in the foreclosure process, reduced payments by borrowers (including the Mortgagors), modification of the original terms of the mortgage loans (including the 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.

In judicial foreclosure proceedings, affidavits and other legal pleadings establishing the basis for the foreclosure must be submitted to the court. Such filings are required to be based on the personal knowledge of the facts asserted by the person signing the filings. Many servicers have attempted to streamline this process by employing individuals whose sole function is to sign such pleadings. In response, lawsuits were filed charging that these individuals did not have the required knowledge of the facts being asserted. As a result of the disclosure of these practices, several large servicers temporarily halted all foreclosures to conduct reviews of their procedures. Various local and national politicians have called for moratoriums on all foreclosures and the attorneys general of all 50 states have joined together to investigate the foreclosure practices of mortgage servicers. In February of 2012, federal regulators and 49 state attorneys general announced a multi-billion dollar settlement with the five largest mortgage servicers regarding their foreclosure practices. The Master Servicer was not part of the settlement. However, there can be no assurance as to the possible impact of any future lawsuit, settlement or moratorium on the Master Servicer or the Mortgage-Backed Securities.

Some of the Mortgage Loans are recorded in the name of the Mortgage Electronic Registration Systems ("MERS"), an electronic record-keeping system that acts as the mortgagee of record for a substantial portion of residential mortgages originated in the United States. Under MERS, a mortgage is recorded in the name of MERS, and MERS electronically records the beneficial owner of that mortgage. Subsequent transfers are noted electronically in MERS records but not in the applicable registry of deeds. Recent lawsuits have asserted that because mortgages held by MERS were not re-recorded when ownership of the related promissory note changed hands, entities that ultimately purchased those mortgages are not the official holders of those mortgages. Mortgage servicers of such mortgage loans (which may include Mortgage Loans) may experience delays in the foreclosure process.

Any modification of a Mortgage Loan by the Master Servicer will result in the removal of such Mortgage Loan from the pool of Mortgage Loans backing the related Mortgage-Backed Security. In such event, the principal

balance of the Mortgage Loan will be distributed on the related Mortgage-Backed Security and will affect expected timing of distributions of principal on the Mortgage-Backed Securities and, therefore, the Offered Bonds. Bondholders will bear the risk that modifications of the Mortgage Loans may reduce the yield on their Offered Bonds.

Investment of Funds

Moneys deposited in the Series 2019 D/E Mortgage Loan Account (until used for the purposes therein), the Series 2019 D/E Debt Service Fund Account, any Series 2019 D/E Recycling Subaccount, the Series 2019 D/E Revenue Fund Account, the Series 2019 D/E Redemption Fund Account and the Series 2019 D/E Rebate Fund Account will be invested in Permitted Investments.

Certain investment agreements and, where consistent with the Rating Quality of the Bonds, guarantees may be delivered, from time to time, in connection with a Series of Bonds issued pursuant to the Indenture. The investment agreements, and any related guarantees, entered into in connection with the Bonds are herein collectively referred to as the “**Investment Agreements**.” In each case, the Investment Agreements and any related guarantees, when entered into, must be consistent with and permit a continuation of the Rating Quality of the Bonds. It is not expected that proceeds made available upon the issuance of the Offered Bonds will be invested in an Investment Agreement.

The failure to receive timely payment on any Permitted Investment, including an Investment Agreement, could adversely affect NIFA’s ability to pay principal of and interest on the Bonds. If the rating issued by S&P with respect to any provider of an investment agreement falls below certain rating levels established by S&P with respect to such entity’s long-term and/or short-term debt rating, as applicable, the rating on the Bonds may be adversely affected. NIFA is under no obligation with respect to assuring the continued maintenance by any provider of an investment agreement of a particular rating from S&P, nor to find a substitute investment agreement in the event of a lowering of a provider’s rating.

With respect to amounts invested pursuant to the Indenture, NIFA regularly transfers such amounts to various accounts, including Series Redemption Accounts to redeem Bonds on a monthly basis and may recycle as discussed herein.

Tax Treatment of the Offered Bonds; Changes in Federal and State Law

The Code establishes certain requirements that must be met subsequent to the issuance of the Offered Bonds in order that interest thereon be and remain excludable from gross income for federal income tax purposes. Failure to comply with such requirements could cause the interest on the Offered Bonds to be includable in gross income retroactive to the date of original issuance of the Offered Bonds. In addition, 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 status of the Offered Bonds or adversely affect their market value. NIFA cannot predict whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. For a more complete description, see the caption “TAX TREATMENT AND RELATED CONSIDERATIONS” herein.

Nature of the Guarantees of FHLMC and Fannie Mae

The obligations of FHLMC under its guarantees of the FHLMC Securities are obligations of FHLMC only, and the obligations of Fannie Mae under its guarantees of the Fannie Mae Securities are obligations of Fannie Mae only. Neither the FHLMC Securities nor the Fannie Mae Securities, including the interest thereon, are guaranteed by the United States or constitute debts or obligations of the United States or any agency or instrumentality of the United States other than FHLMC and Fannie Mae, as applicable, and neither is entitled to the full faith and credit of the United States. If either FHLMC or Fannie Mae is unable to satisfy its obligations under its respective guarantees, distributions on the FHLMC Securities or the Fannie Mae Securities, as applicable, 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 FHLMC Securities and the Fannie Mae Securities, as applicable, and could adversely affect payments on the Offered Bonds.

Other Considerations

No assurance can be given that a change in the existing GNMA, Fannie Mae or FHLMC programs will not occur such that GNMA Securities, Fannie Mae Securities or FHLMC Securities may not be available for purchase by the Trustee, in which event the Offered Bonds may be redeemed as described under “THE OFFERED BONDS—Redemption Provisions” herein.

Future increases in mortgage insurance premiums may require home buyers to pay more of their closing costs in cash, rather than financing them in the mortgage, and may have the effect of reducing the demand for Mortgage Loans which are required to be insured.

THE PROGRAM

General

Under the Program, NIFA is permitted to purchase Mortgage Loans and Mortgage-Backed Securities backed by Mortgage Loans and to enter into commitments to finance Mortgage Loans made by qualified Participants to Mortgagors for owner-occupied, one- to four-unit residences (including the improvement or rehabilitation thereof). Subject to certain limited exceptions, each Mortgage Loan financed by NIFA must have been made for the purpose of purchasing or, under certain conditions, improving or rehabilitating the property subject to the related Mortgage, if any. The Program is one of a series of mortgage purchase/mortgage-backed securities purchase programs initiated by NIFA to provide below-market interest rate loans to low- and moderate-income home buyers under which NIFA issued bonds under separate resolutions or indentures to provide funds to purchase or finance program loans from approved lenders in accordance with the provisions of the NIFA Act. NIFA has established rules relating to such programs which impose general requirements and policies with respect to qualifications of approved lenders, approved servicers, eligible borrowers, program loans and the dwellings which are mortgaged to secure program loans. With respect to Mortgage Loans and Mortgage-Backed Securities to be purchased, acquired or financed with the Offered Bond proceeds, NIFA has entered, or with respect to additional Participants will enter, into Origination Agreements with the Participants providing for a loan-by-loan reservation system for the allocation of such proceeds to purchase, acquire and finance Mortgage Loans. Such Participants have entered or will enter into separate origination agreements with the Master Servicer (or other Servicer, if applicable). The Origination Agreements provide for the origination by the Participants of Mortgage Loans which are FHA-insured, VA-guaranteed or USDA/RD-guaranteed and, under certain specified conditions, Conventional Mortgage Loans. Mortgage Loans originated pursuant to the Origination Agreements are to be delivered and sold by Participants to the Master Servicer (or other Servicer, if applicable).

NIFA has also entered into certain agreements for the financing with proceeds of the Offered Bonds of Community Program Loans, other Mortgage Loans made for the purchase of owner-occupied residences and for non-interest-bearing home improvement loans which are not FHA-insured, VA-guaranteed or USDA/RD-guaranteed and are not Conventional Mortgage Loans. Certain of such loans are not secured by first lien mortgages.

Depending on the Series Program Determinations governing the funds available in the applicable Series Mortgage Loan Account, the Mortgage Loans may (but are not required to) be secured by a valid first or second mortgage on a Residence financed by such Mortgage Loan (or may be unsecured), may or may not be guaranteed or insured and may include Mortgage Loans with varying terms to maturity of less or greater than 30 years, Mortgage Loans that are non-interest-bearing and Mortgage Loans, such as rehabilitation, home improvement loans or Community Program Loans, that may or may not be secured by first lien mortgages. The specific requirements for the Mortgage Loans (including home improvement loans, rehabilitation loans and home buyer assistance loans) and the rate or rates of interest thereon (including Mortgage Loans at interest rates as low as 0.00% per annum) shall be as specified by NIFA from time to time. Any modifications of the specific Series Program Determinations made by NIFA from time to time shall not adversely affect the Rating Quality of the Bonds.

The initial Series Program Determinations for the Offered Bonds include the following:

- (a) Each Mortgage Loan represented by or supporting a Series 2019 D/E Mortgage-Backed Security shall be secured by a first lien deed of trust interest;
- (b) Each Mortgage Loan represented by or supporting a Series 2019 D/E Mortgage-Backed Security shall have approximately equal monthly payments and fixed rates of interest at the applicable mortgage rates reflected in the Cash Flow Statement delivered in connection with the issuance of the Offered Bonds. The rates of interest on Mortgage Loans may be established by NIFA from time to time on the basis of the most recent Cash Flow Certificate and Cash Flow Statement and meeting any additional terms and criteria as may be established by NIFA from time to time which do not adversely affect the Rating Quality of the Bonds;
- (c) The maximum term to maturity for each Mortgage Loan represented by or supporting a Series 2019 D/E Mortgage-Backed Security shall be 30 years (or such other term established by NIFA in a Certificate of an Authorized Officer which does not adversely affect the Rating Quality of the Bonds);
- (d) Each Mortgage Loan represented by or supporting a Series 2019 D/E GNMA Mortgage-Backed Security shall be FHA-insured, VA-guaranteed or USDA/RD-guaranteed, and each Mortgage Loan represented by or supporting a Series 2019 D/E Fannie Mae Security or a Series 2019 D/E FHLMC Security shall be a Conventional Mortgage Loan (or, in either case, subject to such other guarantee or insurance or be uninsured, or meeting such other requirements established by NIFA in a Certificate of an Authorized Officer which do not adversely affect the Rating Quality of the Bonds);
- (e) Each Series 2019 D/E Mortgage-Backed Security that is a GNMA Security shall bear interest at a Pass-Through Rate that is 0.50% less than the Mortgage Rate on the Mortgage Loans supporting or represented by such GNMA Security; and each Series 2019 D/E Mortgage-Backed Security that is a Fannie Mae Security shall bear interest at a Pass-Through Rate such that the weighted average Pass-Through Rate on such Fannie Mae Security is not less than 1.075% less than the Mortgage Rate on the Mortgage Loans supporting or represented by such Fannie Mae Security (or such other Mortgage-Backed Security bearing interest at such other Pass-Through Rate that does not adversely affect the Rating Quality of the Bonds);
- (f) Series 2019 D/E Mortgage-Backed Securities (and any Series 2019 D/E Mortgage Loan) shall be purchased by the Trustee at the corresponding Purchase Prices (or such other purchase price established by NIFA in a Certificate of an Authorized Officer which does not adversely affect the Rating Quality of the Bonds); and
- (g) Series 2019 D/E Prepayments (which includes Prepayments on the Refunded Series Mortgage-Backed Securities), Prepayments on Community Program Loans, excess Revenues and Scheduled Principal Payments may be applied to redeem the Offered Bonds as set forth in the Series 2019 D/E Supplemental Indenture or, at the option of NIFA (and subject to applicable tax laws) as directed in a Certificate of an Authorized Officer, may be applied to the purchase, acquisition or financing of Mortgage Loans (including Community Program Loans) and Mortgage-Backed Securities and to redeem Bonds of other Series.

Notwithstanding the above-described Program Determinations to the contrary, amounts on deposit in the Funds and Accounts under the Indenture (including amounts which may be deposited in the Series 2019 D/E Recycling Subaccount) may be used, at the direction of NIFA, to finance or acquire (either directly or indirectly) Community Program Loans which may or may not support or be represented by Mortgage-Backed Securities, which may not be FHA-insured, VA-guaranteed, USDA/RD-guaranteed, guaranteed by the successor entity to the FmHA, or Conventional Mortgage Loans, and which may not be guaranteed or insured by Private Mortgage Insurance or other insurance and may include Mortgage Loans with varying terms to maturity of greater than or less than 30 years, Mortgage Loans that are well below market rates or non-interest-bearing and Mortgage Loans, such as rehabilitation or home improvement loans, that may or may not be secured by first lien mortgages and Mortgage-Backed Securities that are not issued or guaranteed by GNMA, Fannie Mae or FHLMC and do not otherwise meet the initial

Series 2019 D/E Program Determinations, provided that the aggregate principal amount of such Community Program Loans financed with proceeds of Bonds shall not exceed \$50,000,000 outstanding at any one time, or such greater amount as will not adversely affect the Rating Quality of the Bonds.

The Series Program Determinations govern only the Series 2019 D/E Mortgage Loans, the Series 2019 D/E Mortgage-Backed Securities and any Community Program Loans to be purchased, acquired or financed with funds on deposit in the Series 2019 D/E Mortgage Loan Fund Account and any funds in any Series 2019 D/E Recycling Subaccount. The Series 2019 D/E Mortgage Loan Fund Account will be credited with the Refunded Series Mortgage-Backed Securities which represent, or are secured by, Mortgage Loans that were previously originated in conjunction with the Series Program Determinations applicable to such Mortgage Loans and Mortgage-Backed Securities.

NIFA has reserved the right in the Series 2019 D/E Supplemental Indenture to modify the Series Program Determinations in order to apply funds in the Series 2019 D/E Mortgage Loan Fund Account (including any Series 2019 D/E Recycling Subaccount) to purchase, to the extent permitted by applicable tax laws, Community Program Loans and other Mortgage Loans (including Mortgage Loans which do not meet the initial Series Program Determinations) and the right to purchase Mortgage-Backed Securities that are not issued or guaranteed by GNMA, Fannie Mae or FHLMC and/or do not otherwise meet the initial Series Program Determinations with all or a portion of the proceeds made available upon the issuance of the Offered Bonds and other amounts deposited in the Series 2019 D/E Mortgage Loan Fund Account, or from amounts available in any Series 2019 D/E Recycling Subaccount, so long as financing such Community Program Loans and other Mortgage Loans and Mortgage-Backed Securities does not adversely affect the Rating Quality of the Bonds.

It is expected that a Series 2019 D/E Recycling Subaccount will be established and the funds deposited therein (including with respect to the Series 2019 D/E Mortgage Loan Fund Account, a portion of the interest payments on the Refunded Series Mortgage-Backed Securities) will be made available for the purpose of acquiring, purchasing or financing Mortgage Loans (or portions thereof) (which, in the case of funds made available from a Series 2019 D/E Recycling Subaccount, may be made at below-market interest rates) in accordance with the Series Program Determinations to be established at the time, provided NIFA files a Cash Flow Certificate and a Cash Flow Statement evidencing that sufficient amounts will be available to pay the debt service on the Bonds when due or upon earlier redemption. Proceeds of Prior Series Bonds deposited in Series Mortgage Loan Accounts are being or were used, and proceeds of succeeding Series of Bonds deposited in corresponding Series Mortgage Loan Accounts will be used, to purchase, acquire or finance Mortgage Loans and Mortgage-Backed Securities satisfying the respective Series Program Determinations established with respect to each such Series of Bonds.

THE VARIOUS SERIES PROGRAM DETERMINATIONS ARE SUBJECT TO CHANGE AT THE OPTION OF NIFA, PROVIDED THAT THE RATING QUALITY ON THE BONDS IS NOT ADVERSELY AFFECTED.

Qualification of Participants; Reservations

To qualify as a Participant under the Program, a lending institution must (a) be a duly organized, validly existing bank, trust company, savings bank, industrial bank, national banking association, savings and loan association, building and loan association, mortgage bank or other financial institution or governmental agency which customarily provides service or otherwise aids in the financing of mortgages on single-family residential housing located in the State or any holding company for any of the foregoing, (b) be authorized to do business in the State and (c) satisfy the requirements established by the Master Servicer.

Participants request reservations from NIFA on a loan-by-loan basis pursuant to the reservation procedures established by NIFA. In connection with each issue of Bonds under the Program, NIFA is required to reserve funds for certain lower-interest-rate Mortgage Loans (the “**Special Set-Aside**”) to be used to finance Mortgage Loans for persons and families meeting certain criteria established by NIFA from time to time. NIFA has initially determined to acquire, purchase or otherwise finance Special Set-Aside Mortgage Loans in an aggregate principal amount at least equal to \$1,000,000 with funds held in accounts in the Mortgage Loan Fund other than the Series 2019 D/E Mortgage Loan Fund Account; provided, however, that NIFA may acquire, purchase or finance Special Set-Aside

Mortgage Loans with funds in the Series 2019 D/E Mortgage Loan Fund Account provided the Rating Quality of the Bonds is not adversely affected.

Pursuant to federal tax laws, NIFA is required to make available a certain portion of funds made available upon the issuance of the Offered Bonds for the financing of Mortgage Loans on Residences in Targeted Areas for a period of not less than one year from the date on which funds are made available for originating Mortgage Loans.

Qualification of Mortgagors and Mortgage Loans

Under the Program, no Mortgage Loan may be made for the purpose of purchasing a residence the purchase price of which exceeds 90% of the average area purchase price for new or existing residences in the case of residences in non-Targeted Areas and 110% of the average area purchase price for new or existing residences in Targeted Areas. The maximum purchase prices currently designated by NIFA to be generally applicable to the Program (which maximum purchase prices may be changed from time to time) are as follows:

Areas	New/Existing Housing
Non-Targeted Areas	\$283,000
Targeted Areas	\$346,000

For two- to four-unit residences, the above maximum purchase prices are adjusted upward in accordance with the Program Agreements.

Under the Program, no Mortgage Loan may be made to a Mortgagor whose Family Income (as defined in the Code) exceeds, in non-Targeted Areas, 115% (100% for families of one or two persons) and, in Targeted Areas, 140% (120% for families of one or two persons), of the applicable median family income for the area in which the residence is located. The Family Income limits generally applicable to the Series 2019 D/E Mortgage Loans, but not the mortgage loans backing the Refunded Series Mortgaged-Backed Securities, (which income limits may be changed from time to time) in Non-Targeted Areas range from \$78,100 to \$86,000 for 1-2 persons and \$89,815 to \$98,900 for 3 or more persons. The Family Income limits generally applicable to the Series 2019 D/E Mortgage Loans, but not the mortgage loans backing the Refunded Series Mortgaged-Backed Securities, (which income limits may be changed from time to time) in Targeted Areas range from \$93,720 to \$103,200 for 1-2 persons and \$109,340 to \$120,400 for 3 or more persons. Targeted areas are located within the counties of Douglas, Lancaster, Adams, Jefferson and Scotts Bluff.

In addition, all Mortgage Loans and all Mortgagors must meet all other requirements set forth in the Indenture and the Origination Agreement.

All of the lendable proceeds (other than, at the discretion of NIFA, up to 5% of the available proceeds and under other limited circumstances) of each Series of Bonds issued under the Indenture (other than those Bonds issued as taxable Bonds) must be used to finance residences of Mortgagors who had no present ownership interest in their respective principal residence for the three-year period ending on the date their respective Mortgages are executed (except in connection with Mortgage Loans on residences in Targeted Areas and certain loans for home improvement and rehabilitation and mortgage loans made to certain “veteran” borrowers (as defined in 38 U.S.C. Section 101) who have not previously obtained mortgage loans financed by single family mortgage revenue bonds).

Federal tax law requires a Mortgagor to pay to the United States a portion of the gain upon the disposition of a residence financed if such disposition occurs within nine years from the date of purchase as a recapture of a portion of the Mortgagor’s benefit from tax-exempt financing. Such recapture provisions may affect the timing for prepayment of Mortgage Loans. With respect to Mortgage Loans originated after June 1, 2004, NIFA has agreed to reimburse any Mortgagor required to pay such federal recapture tax.

Origination of the Mortgage Loans

Any Mortgage Loans to be acquired, purchased or financed by NIFA with Offered Bond proceeds and other amounts deposited in the Series 2019 D/E Mortgage Loan Fund Account and any Series 2019 D/E Recycling Subaccount therein must satisfy the Series Program Determinations (see “THE PROGRAM—General” above). Participants are required to originate and deliver all Mortgage Loans to be acquired, purchased or financed with the Offered Bond proceeds and other amounts deposited in the Series 2019 D/E Mortgage Loan Fund Account (other than with respect to amounts in any Recycling Subaccount) to the Master Servicer in accordance with certain time periods established pursuant to the Program Agreements. Under the terms of the Program Agreements, the Master Servicer is required to accept a Mortgage Loan for purchase from the Participant only if all of the requirements set forth in the Origination Agreement have been satisfied. If such Mortgage Loan does not meet the requirements set forth in the Origination Agreement, it will be ineligible to be sold to the Trustee, or included in a pool supporting, or represented by, a Mortgage-Backed Security, as the case may be, under the terms of the Program and is required to be repurchased from the Master Servicer by the Participant. The Series Program Determinations may be modified to provide for the purchase of Mortgage Loans and Mortgage-Backed Securities with funds in the Series 2019 D/E Mortgage Loan Fund Account or any Series 2019 D/E Recycling Subaccount therein, so long as any such purchases do not adversely affect the Rating Quality of the Bonds.

NIFA or other public and private agencies may use other funds of NIFA or such other agencies to provide additional assistance in connection with the Mortgage Loans. The funds may be made available to Mortgagors to be used for a portion of the required down payment and/or closing costs. Such assistance presently offered by NIFA is repayable by the Mortgagors, but NIFA reserves the right to provide that all or a portion of such assistance not be repayable unless the Residence is sold or unless there is an earlier date specified by the terms of the assistance documents. Any additional assistance (including assistance in the form of a HBA Loan) may be secured by a subordinate deed of trust or mortgage and, in certain circumstances, may not accrue any repayment thereof unless the Residence is sold or if the recipient of the assistance no longer complies with the conditions of the assistance.

With respect to Mortgage Loans to be purchased, acquired or financed with the Offered Bond proceeds and other funds initially deposited in the Series 2019 D/E Mortgage Loan Fund Account, such Mortgage Loans are expected to be (i) insured by FHA (under the Section 203(b), Home Unsubsidized (i.e., 203, 503 and 703); Section 221(d)(2), Low and Moderate Income (i.e., 221, 521, 721); or Section 203(i), Home Mortgage for Outlying Area Properties programs) or, with the prior written approval of the Master Servicer and NIFA, FHA Section Streamline 203(k), (ii) guaranteed by VA, (iii) guaranteed by USDA/RD under its Single Family Rural Housing Program (Section 502), (iv) Conventional Mortgage Loans or (v) Community Program Loans. Other than with respect to Community Program Loans, the loan-to-value ratio of a Mortgage Loan may not exceed an amount permissible under applicable FHA, VA, USDA/RD, Fannie Mae and/or FHLMC regulations. NIFA has reserved the right in the Series 2019 D/E Supplemental Indenture to modify the Series Program Determinations in order to apply funds in the Series 2019 D/E Mortgage Loan Fund Account (including any Series 2019 D/E Recycling Subaccount) to purchase, to the extent permitted by applicable tax laws, Mortgage Loans (including Mortgage Loans which do not meet the initial Series Program Determinations) and to purchase Mortgage-Backed Securities that are not issued or guaranteed by GNMA, Fannie Mae or FHLMC and do not otherwise meet the initial Series Program Determinations, so long as financing such Mortgage Loans and Mortgage-Backed Securities does not adversely affect the Rating Quality of the Bonds.

Mortgage Loans may be assumable in accordance with their terms by qualifying Mortgagors.

Under the terms of the Origination Agreement, each Participant may charge, in connection with the origination and closing of Mortgage Loans, those fees specified from time to time by NIFA. Currently, NIFA's various Mortgage Loan products are generally offered to mortgagors at 0% origination and 0% discount fees. Participants are compensated by NIFA in an amount up to 2.00% of the principal amount of the Mortgage Loan (but not less than \$1,000). Insurance premiums, survey, title and attorneys' fees and other reasonable charges and fees may also be charged each Mortgagor by the respective Participant.

As set forth in the Program Agreements, each Participant represents and warrants to the Master Servicer (or other Servicer, as applicable) concerning each Mortgage Loan being sold to the Master Servicer (or other Servicer, as applicable) (and the Master Servicer (or other Servicer, as applicable) represents and warrants to NIFA

concerning any Mortgage Loan being sold by the Master Servicer (or other Servicer, as applicable) to NIFA), among other things, that at the time of delivery of such Mortgage Loan (a) there is no default or delinquency under the Mortgage Loan; (b) the Mortgage Loan, unless otherwise permitted by NIFA, is secured by a Mortgage which constitutes a valid first priority lien on the mortgaged property, subject only to permitted encumbrances; and (c) all documents required to be filed or recorded to perfect the lien, if any, on the mortgaged property against third parties have been filed or recorded.

Procedures regarding compliance with the Code have been established by NIFA and require that Participants perform a thorough check of information before closing a Mortgage Loan pursuant to an Origination Agreement, which must include, among other measures:

- (a) obtaining an affidavit of compliance with eligibility requirements of the Code from the Mortgage Loan applicant and from each person executing the Mortgage who is expected to occupy the residence, on a form supplied by NIFA, together with federal income tax returns for the three years prior to the application (subject to certain exceptions), employment verifications and other information which would tend to confirm or deny compliance with the requirements of the Code;
- (b) obtaining an affidavit from the seller of the residence regarding the purchase price of the residence; and
- (c) examining the documentation submitted by the Mortgagor and other pertinent information obtained in connection with the origination of the Mortgage Loan in order to determine that sufficient documentary evidence exists to support the conclusion that the Code eligibility requirements have been met.

Each Origination Agreement requires that Mortgage Loans have the benefit of a hazard insurance policy in certain specified amounts insuring the improvements constituting part of the mortgaged property from damage from certain specified events, including fire and other casualties, and, if required by the corresponding Series Program Determinations, a title insurance policy in an amount at least equal to the outstanding principal balance of such Mortgage Loan insuring that the Mortgage securing such Mortgage Loan constitutes a valid first priority lien on the mortgaged property, subject only to Permitted Encumbrances. It is anticipated that some of the Residences will be in designated special flood hazard areas; any such property must be insured against loss from flood under the National Flood Insurance Program. See Appendix A—"SUMMARY OF CERTAIN MORTGAGE INSURANCE AND SECURITY GUARANTY PROGRAMS" attached hereto.

The Origination Agreement further provides that if any documents delivered by a Participant to the Master Servicer are defective in any material respect, the Participant shall use its best efforts to cure such defect within 30 days of notice to such Participant of the discovery thereof, and if such defect cannot be cured within such period, the Participant will repurchase, not later than 30 days after the expiration of such period, the related Mortgage Loan from the Master Servicer at a price equal to (a) 100% of the unpaid principal balance of such Mortgage Loan, plus (b) interest thereon to the next Mortgage Loan installment due date plus 30 days' interest on such Mortgage Loan, plus (c) if such purchase is made necessary by the willful misfeasance or bad faith on the part of the Participant or by reason of the Participant's disregard of its obligations thereunder, an amount equal to 3% of the unpaid principal amount of such Mortgage Loan. The purchase price for the repurchased Mortgage Loan shall be delivered by the Participant to the Master Servicer and shall be paid to the Trustee, as holder of the Mortgage Loan. A Participant shall be given 30 days to cure any breach of any of its representations, warranties and covenants which adversely affects the value of a Mortgage Loan or the interest of the Master Servicer (or other Servicer, as applicable) or NIFA in such Mortgage Loan or, if such breach cannot be cured, will be required to repurchase the Mortgage Loan not later than 30 days after the expiration of such period, in accordance with the foregoing.

If any Mortgage Loan is determined to be a Non-Qualifying Mortgage Loan (as defined in the Origination Agreement) and the defect causing the same cannot be cured, the Participant shall be required to repurchase such Mortgage Loan on the terms and conditions set forth in part in the preceding paragraph.

It is anticipated that successive Servicing Agreements entered into by NIFA and any Master Servicer will contain terms, conditions and obligations applicable to the Master Servicer that are substantially the same as those

described above as applicable to the Master Servicer. NIFA may enter into one or more Servicing Agreements with Designated Servicers containing terms, conditions and obligations applicable to the Designated Servicer and providing for the sale and servicing of Mortgage Loans (which may or may not be represented by Mortgage-Backed Securities) acceptable to NIFA and having terms that will not adversely affect the Rating Quality of the Bonds.

Servicing of Mortgage Loans

Unless otherwise specified by NIFA, each Mortgage Loan in the Program will be serviced by the Master Servicer in accordance with one or more Servicing Agreements. The Servicing Agreements set forth the agreements between NIFA and the Master Servicer with respect to servicing each Mortgage Loan in the Program as well as certain agreements with respect to Mortgage-Backed Securities (backed by Mortgage Loans) which will be purchased from the Master Servicer by the Trustee with proceeds made available by the issuance of the Bonds and funds on deposit in the Operating Fund. NIFA may enter into one or more Servicing Agreements with Designated Servicers containing terms, conditions and obligations applicable to the Designated Servicer and providing for the sale and servicing of Mortgage Loans (which may or may not be represented by Mortgage-Backed Securities) acceptable to NIFA and having terms that will not adversely affect the Rating Quality of the Bonds.

It is expected that Mortgage Loans financed and refinanced with the Offered Bond proceeds and other funds deposited in the Series 2019 D/E Mortgage Loan Fund Account that are Conventional Mortgage Loans have been or will be pooled to support or be represented by Series 2019 D/E Mortgage-Backed Securities that are Fannie Mae Securities. It is expected that Mortgage Loans financed and refinanced with the Offered Bond proceeds and any other funds deposited in the Series 2019 D/E Mortgage Loan Fund Account that are FHA-insured, VA-guaranteed or USDA/RD-guaranteed have been or will be pooled to support or be represented by Series 2019 D/E Mortgage-Backed Securities that are GNMA Securities. Mortgage Loans supporting or represented by GNMA Securities held in the Series 2019 D/E Mortgage Loan Fund Account will be serviced by the Master Servicer in accordance with the Servicing Agreement and the GNMA Guide. The Servicing Agreement provides for a monthly servicing fee equal to 1/12 of 0.50% of the unpaid principal balance of each Mortgage Loan represented by a GNMA Security (out of which servicing fee the Master Servicer pays any guarantee fee). Mortgage Loans supporting or represented by Fannie Mae Securities will be serviced by the Master Servicer in accordance with the Servicing Agreement and the Fannie Mae Guide and related Pool Contract. The Servicing Agreement currently provides for a monthly servicing fee equal to 1/12 of a percentage agreed upon by NIFA and the Master Servicer, from time to time, of the unpaid principal balance of each Mortgage Loan represented by a Fannie Mae Security (out of which servicing fee the Master Servicer pays any guarantee fee). Additional Mortgage Loans supporting or represented by Mortgage-Backed Securities other than GNMA Securities, Fannie Mae Securities and FHLMC Securities may not be serviced by the Master Servicer and may be serviced under a Servicing Agreement entered into by NIFA with another Servicer, in any case having such terms as will not adversely affect the Rating Quality of the Bonds.

Certain Mortgage Loans acquired by NIFA and/or pooled for Mortgage-Backed Securities prior to May 1, 2005 are serviced under prior Servicing Agreements with Wells Fargo Bank, National Association (“**Wells Fargo**”). For additional information regarding Wells Fargo, see www.wellsfargo.com.

With respect to Mortgage Loans pooled for Mortgage-Backed Securities on and after May 1, 2005, U.S. Bank National Association acts as Master Servicer and services such Mortgage Loans and Mortgage-Backed Securities. Other than as set forth herein with respect to any Community Program Loans, NIFA does not presently expect to purchase individual Mortgage Loans, but instead expects to purchase Mortgage-Backed Securities represented by such Mortgage Loans. For additional information regarding the Master Servicer, see “THE PROGRAM—The Master Servicer” herein.

Warehousing Program

NIFA has entered into the Warehouse Agreement to use advances provided by the Federal Home Loan Bank of Topeka for the financing of Mortgage-Backed Securities which are represented or backed by Mortgage Loans. Additionally, NIFA uses its general operating funds to finance such Mortgage-Backed Securities. In either case, NIFA may direct that such Mortgage-Backed Securities, whether held by NIFA or pledged by NIFA to the Federal Home Loan Bank of Topeka, be purchased with proceeds of Bonds, including the Offered Bonds, and/or

proceeds of Other Bonds. If Mortgage Loans held by the Master Servicer do not back or represent Mortgage-Backed Securities, such Mortgage Loans may be delivered to the Trustee for purchase as whole loans with proceeds available under the Indenture or from other sources.

Nebraska Foreclosure Laws

Under Nebraska law, both mortgages and deeds of trust are used to secure residential mortgage loans. With respect to the Mortgage Loans, NIFA currently permits only the use of deeds of trust.

A mortgage is foreclosed by judicial action; consequently, the foreclosure action is subject to all the delays inherent in a judicial proceeding. The court has the power to decree a sale of the mortgaged premises to discharge the amount due on the related mortgage loan and the costs of the suit. The owner of any real estate against which a judgment or decree of foreclosure has been rendered may redeem the mortgaged premises, at any time before the sale of the mortgaged premises has been confirmed by the court, by paying the amount of such judgment or decree together with all interest and costs. There is no right of redemption after the court enters an order confirming the sale.

The period between entry of the foreclosure decree and the issuance of an order confirming the sale may be extended for a period of up to nine months, if the mortgagor within 20 days after rendition of the foreclosure decree files a written request for a stay; otherwise an order for sale of the mortgaged premises may be issued immediately after the expiration of such 20-day period from the date of the rendition of the foreclosure decree. If the foreclosure is based on nonpayment of interest or principal, the suit may be dismissed if the Mortgagor deposits (at any time before the date of the foreclosure decree) the amount of principal and interest due, with costs. If, after the foreclosure decree has been rendered, the Mortgagor deposits the principal and interest due, with costs, the proceedings must be stayed, but the court must enter the foreclosure decree with the sale to be enforced by further order of the court upon any subsequent default.

Typically, it takes approximately one year to complete foreclosure of mortgaged premises; however, by taking full advantage of judicial and legal delays, foreclosure could be delayed for several years.

A deed of trust may be foreclosed in the same manner as the foreclosure of mortgages. In addition, a power of sale may be conferred upon a trustee, which power of sale must be expressly provided for in the deed of trust. Prior to the exercise of the power of sale, the trustee must file record notice of the default in the office of the register of deeds in each county in which the trust property is located. Not less than 30 days after the notice of default is recorded, the trustee must give notice of sale of the trust property by publishing notice once a week for five consecutive weeks. The purchaser at this sale receives a deed from the trustee, execution of which to the purchaser terminates the mortgagor's right of redemption.

The mortgagor or any other person having a subordinate lien or encumbrance of record, at any time within one month after filing for record of the notice of default under the deed of trust, may pay the entire amount then due thereunder, including certain costs, expenses and fees relating thereto, other than such portion of the principal as would not then be due had no default occurred, which cures the default and avoids the forced property sale.

If a deed of trust is foreclosed in the same manner as a mortgage, the same time delays applicable to judicial foreclosures will occur as described above. If the deed of trust is foreclosed by the power of sale, foreclosure can be completed in approximately four months.

Insurance and Guarantees of Mortgages

The Refunded Series Mortgage-Backed Securities expected to be credited to the Series 2019 D/E Mortgage Loan Fund Account have all been issued by GNMA, Fannie Mae and/or FHLMC. The Mortgage Loans supporting or represented by Series 2019 D/E Mortgage-Backed Securities, including the Refunded Series Mortgage-Backed Securities, except as otherwise set forth herein, are FHA-insured, VA-guaranteed, USDA/RD-guaranteed and Conventional Mortgage Loans. Mortgage Loans financed from the proceeds of additional Series of Bonds will be the subject of mortgage insurance and guaranty programs only to the extent provided in the Supplemental Indenture

authorizing such Series. See Appendix A—“SUMMARY OF CERTAIN MORTGAGE INSURANCE AND SECURITY GUARANTY PROGRAMS” attached hereto for a description of certain mortgage insurance and guaranty programs, which description is only a brief outline and does not purport to summarize or describe all of the provisions of these programs or all of the insurance programs which are available to a Mortgagor. For a more complete description of the terms of these programs, reference is made to the provisions of the insurance and guaranty contracts embodied in the regulations of FHA, VA and USDA/RD, respectively, and of the regulations, master insurance contracts and other such information of the various Private Mortgage Insurers, including forms of contracts on file with the Nebraska Department of Insurance.

The Master Servicer

THE FOLLOWING INFORMATION ABOUT THE MASTER SERVICER RELATES TO AND WAS SUPPLIED BY U.S. BANK NATIONAL ASSOCIATION. SUCH INFORMATION HAS NOT BEEN VERIFIED BY NIFA, 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, NIFA, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL.

The Master Servicer is U.S. Bank National Association. As of June 30, 2019, the Master Servicer serviced 1,457,733 single-family Mortgage Revenue Bond mortgage loans purchased through its U.S. Bank Home Mortgage Division, with an aggregate principal balance of approximately \$227 billion. The Master Servicer 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, 2019, according to its unaudited quarterly financial statements, U.S. Bancorp had total assets of approximately \$481.7 billion and a net worth of \$52.9 billion. For the three months ending June 30, 2019, the Master Servicer through its U.S. Bank Home Mortgage Division, originated and purchased single-family mortgage loans in the total principal amount of approximately \$22.9 billion.

The Master Servicer 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.

The Master Servicer is not liable for the payment of the principal of the 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. For additional information regarding the Master Servicer and U.S. Bancorp, see www.usbank.com.

THE INDENTURE

The following is a summary of certain provisions and defined terms of the Indenture. This summary does not purport to be comprehensive or definitive and is subject to all of the terms and provisions of, and definitions set forth in, the Indenture, to which reference is hereby made and copies of which are available from NIFA, J.P. Morgan Securities LLC or the Trustee.

Certain Definitions

“*Accountant’s Certificate*” means 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 NIFA) from time to time selected by NIFA and acceptable to the Trustee.

“*Accrued Debt Service*” means, as of any date of calculation, unless otherwise specified in the Supplemental Indenture with respect to a particular Series of Bonds, an amount equal to (i) accrued and unpaid

interest on the Outstanding Series of Bonds (accrued and unpaid interest shall not include the Appreciated Amount of a Deferred Interest Bond), plus (ii)(A) in the case of semiannual principal maturities (including Sinking Fund Installments), the amount obtained by multiplying the total amount of Outstanding Bonds of such Series due on the next succeeding principal payment date by the number of full months elapsed since the most recent preceding principal payment date, and dividing the product by six, (B) in the case of annual principal maturities (including Sinking Fund Installments), the amount obtained by multiplying the total amount of Outstanding Bonds of such Series due on the next succeeding principal payment date by the number of full months elapsed since the most recent preceding principal payment date, and dividing the product by 12, and (C) in the case of principal maturities (including Sinking Fund Installments) on other than an annual or semiannual basis, the amount obtained by multiplying the total amount of Outstanding Bonds of such Series due on the next succeeding principal payment date by the number of days elapsed since the most recent preceding principal payment date, and dividing the product by the number of days in the period between principal payment dates for such Series of Bonds.

“Amortized Value” means for securities purchased at (i) par, par; and (ii) a premium above or a discount below par, the value as of any given date obtained by multiplying the total amount of the premium or the discount at which such securities were purchased by a fraction, the numerator of which is the number of days remaining to maturity or redemption date on such securities at the time of such purchase and the denominator of which is the number of days reflected in the numerator *plus* the number of days having passed from the date of such purchase; and (a) in the case of securities purchased at a premium, by deducting the product thus obtained from the purchase price and (b) in the case of securities purchased at a discount, by adding the product thus obtained to the purchase price, provided that with respect to securities deposited in any Fund or Account by NIFA for no consideration, such securities shall be treated as purchased by the Trustee at the fair market value as of the date of such deposit.

“Authorized Officer” means the Chairperson, the Vice Chairperson or the Executive Director of NIFA or any other person authorized by resolution of NIFA to perform an act or sign a document.

“Cash Equivalent” means a letter of credit, insurance policy, surety, guarantee or other security arrangement (as defined and provided for in a Supplemental Indenture), which Cash Equivalent shall have such terms as are necessary to maintain the Rating Quality on the Bonds.

“Conventional Mortgage Loans” means Mortgage Loans other than FHA-insured Mortgage Loans, VA-guaranteed Mortgage Loans and FmHA-guaranteed (USDA/RD-guaranteed) Mortgage Loans.

“Counsel” means any attorney or firm of attorneys (who may be employed by or of counsel to NIFA or an attorney or firm of attorneys retained by it in other connections) licensed to practice in the state in which he/she or it maintains an office (and if the opinion is with respect to an interpretation of federal tax laws or regulations or with respect to the issuance of an additional Series of Bonds or interpretation or application of the Indenture, is also a nationally recognized attorney or firm of attorneys experienced in such matters), selected or employed by NIFA and satisfactory to the Trustee.

“Counsel’s Opinion” means an opinion signed by any Counsel.

“Date of Original Issuance” means, with respect to a particular Series of Bonds, the date on which NIFA initially issues such Series of Bonds.

“Debt Service Reserve Requirement” means, as of any particular date of calculation, the aggregate of the amounts specified, if any, as the Debt Service Reserve Requirement in each Supplemental Indenture.

“Excess Nonmortgage Earnings” means excess nonmortgage investment earnings, net of any credits or offsets thereto, which must be rebated to the United States of America pursuant to Section 143(g) of the Code.

“Fiscal Year” means the period of 12 calendar months, commencing on July 1 in any calendar year and ending on June 30 of the following year.

“*Funds*” or “*Accounts*” means any of the Funds or Accounts, including subaccounts, established by the General Indenture or any Supplemental Indenture.

“*Interest Payment Date*” means any date upon which interest on the Bonds is payable in accordance with their terms and the terms of the General Indenture or any Supplemental Indenture.

“*Mortgage*” means a mortgage, deed, deed of trust or other instrument securing a Mortgage Loan and constituting a lien on a Residence, subject only to encumbrances permitted by the Program Agreements.

“*Mortgage-Backed Security*” means a Fannie Mae Security, an FHLMC Certificate or a GNMA Security backed by a Mortgage Loan (or such other security backed by Mortgage Loans which is specified in a Supplemental Indenture, the purchase of which will not adversely affect the Rating Quality of the Outstanding Bonds), in each case registered in the name of the Trustee. The definition of “Mortgage-Backed Security” shall not include, unless otherwise specified in a Supplemental Indenture, any Mortgage-Backed Security which is not credited to the Mortgage Loan Fund.

“*Mortgage Loan*” means a loan to a mortgagor, bearing interest at such rate or rates (which may include 0% rates) to be determined by NIFA, secured (unless otherwise specified in a Supplemental Indenture) by a Mortgage on a Residence and evidenced by a promissory note. The definition of “Mortgage Loan” shall not include, unless otherwise provided in a Supplemental Indenture, any Mortgage Loan which is not credited to the Mortgage Loan Fund.

“*Mortgage Rate*” means the rate or rates (which may be 0%) of interest on a Mortgage Loan, which shall be the rate or rates of interest per annum as set forth in or determined in accordance with the respective Supplemental Indenture.

“*Mortgage Reserve Fund Requirement*” means, as of any particular date of calculation, the aggregate of the amounts specified, if any, as the Mortgage Reserve Fund Requirement in each Supplemental Indenture.

“*Operating Fee*” means the amount designated by NIFA in a certificate for carrying out the Program and paying any expenses in connection therewith, in an amount not to exceed the aggregate of the amounts specified as the Operating Fee in each Supplemental Indenture.

“*Outstanding*” or “*Bonds Outstanding*” means all Bonds which have been authenticated and delivered by the Trustee under the Indenture, except:

(a) Bonds canceled after purchase in the open market or because of payment at or redemption prior to maturity;

(b) Bonds for the payment or redemption of which cash funds or Federal Obligations or any combination thereof shall have been theretofore deposited with the Trustee (whether upon or prior to the maturity or redemption date of any such Bonds), provided that if such Bonds are to be redeemed prior to the maturity thereof, notice of such redemption shall have been given or arrangements satisfactory to the Trustee shall have been made therefor, or waiver of such notice satisfactory in form to the Trustee shall have been filed with the Trustee;

(c) Bonds in lieu of which other Bonds have been executed and delivered under the General Indenture; and

(d) Bonds otherwise specified in a Supplemental Indenture.

“*Participant*” means a Participant as defined in the Program Agreements.

“*Permitted Investments*” means, to the extent authorized by law for investment of moneys of NIFA, such of the following as shall mature, or shall be subject to redemption by the holder thereof at the option of such holder, not

later than the respective dates when the moneys will be required for the purposes intended: (i) direct obligations of the United States or other obligations the timely payment of principal and interest of which is fully and unconditionally guaranteed by the United States ("Federal Obligations"); (ii) obligations of any state of the United States of America or any political subdivision of such a state (such obligations of which are rated "AAA" by S&P); (iii) bonds, debentures or other obligations issued by the Federal National Mortgage Association (excluding interest-only securities and stripped mortgage-backed securities valued greater than par), the Federal Home Loan Mortgage Corporation (senior debt obligations which guarantee timely payment of principal and interest) or the Government National Mortgage Association; (iv) any other obligations of any agency controlled or supervised by and acting as an instrumentality of the United States Government pursuant to authority granted by the Congress of the United States whose timely payment is unconditionally guaranteed by the United States of America; (v) time deposits, certificates of deposit or any other deposit with federally or state-chartered banks (including the Trustee and its affiliates), the deposits of which are fully insured by the FDIC, with capital, surplus and undivided profits of not less than \$100 million, provided the unsecured obligations of any such institution (or its parent if such institution is the lead bank and the parent has unconditionally guaranteed the obligations of the lead bank) are rated by S&P as follows: for amounts on deposit in the Funds and Accounts under the Indenture from the Date of Issuance of a particular Series of Bonds until the date three years thereafter, if such deposit has a term to maturity of less than one year—"A-1+" by S&P; for amounts on deposit in the Funds and Accounts under the Indenture during the Delivery Period only with respect to a particular Series of Bonds, if more than one year but less than two years—"AA-/A-1+" by S&P; for amounts on deposit in the Funds and Accounts under the Indenture during the Delivery Period only with respect to a particular Series of Bonds, if more than two years but less than three years—"AA-/A-1+" by S&P; and if three years or longer—"AAA" by S&P; (vi) repurchase agreements (of which S&P has been given prior notification of the terms thereof) collateralized by securities described in (i) above with any registered broker/dealer subject to the Securities Investors' Protection Corporation ("SIPC") liquidation in the event of insolvency or any commercial bank insured by the FDIC, if the unsecured debt of such broker/dealer or bank is rated as follows: if the repurchase agreement has a term to maturity of less than one year—"A-1+" by S&P; if more than one year but less than two years—"AA-/A-1+" by S&P; if more than two years but less than three years—"AA-/A-1+" by S&P; and if three years or longer—"AAA" by S&P; or, if not so rated, which provide: (a) the repurchase obligation is collateralized by the securities themselves, (b) such investments have on the date of the repurchase agreement and at all times thereafter a fair market value equal to at least the percentage of the amount of the repurchase obligation of the institution, including principal and interest, set forth in any applicable repurchase agreement collateral tables for S&P in effect on the date the repurchase agreement is entered into in accordance with the maturity, the rating (which must be equal at least to the rating on the Bonds) and the valuation frequency, (c) the Trustee either holds the securities themselves or the Trustee has written evidence that the investments are being held by a Federal Reserve Bank or a commercial bank with combined capital, surplus and undivided profits of not less than \$50 million acting as agent for the Trustee, (d) a perfected security interest under the Uniform Commercial Code or book-entry procedures prescribed in 31 C.F.R. 306.1 et seq. or 31 C.F.R. 350.0 et seq. in such investments, is created for the benefit of the Trustee, (e) if the repurchase agreement is with the bank serving as Trustee or any related party, the third-party holding such investments holds them as agent for the benefit of the Trustee as fiduciary for the holders of the Bonds and not as agent for the bank in its commercial capacity or serving as trustee, agent or other fiduciary for any other party, (f) the collateral is free and clear of third-party liens and, in the case of SIPC brokers, was not acquired pursuant to a repurchase or reverse repurchase, (g) failure to maintain requisite collateral will cause the Trustee to liquidate collateral, (h) the cure and other provisions comply with the standards required by S&P on the date the repurchase agreement is entered into, (i) the repurchase agreement matures not later than the thirtieth day prior to the date such funds are required under the Indenture, (j) there is or will be a written agreement governing every repurchase transaction, (k) the transferee of any securities subject to a repurchase agreement shall represent that it has no knowledge of any fraud involved in the repurchase transaction and (l) such repurchase agreement will not adversely affect the Rating Quality of the Bonds; (vii) investment agreements with a financial institution which has unsecured obligations rated as follows: if the investment agreement has a term to maturity of less than one year from the Date of Issuance of a particular Series of Bonds—"A-1+" by S&P; if more than one year but less than two years from the Date of Issuance of a particular Series of Bonds—"AA-/A-1+" by S&P; if more than two years but less than three years from the Date of Issuance of a particular Series of Bonds—"AA-/A-1+" by S&P; and if three years or longer—"AAA" by S&P, provided that (1) such agreement shall provide that it is not subordinated to any other obligations of such financial institution and (2) the Trustee shall receive an Opinion of Counsel that such agreement is an enforceable obligation of such financial institution; (viii) commercial paper rated "A-1+" by S&P; (ix) shares of a money market mutual fund or other collective investment fund registered under the Investment Company Act of 1940, as amended, whose shares are registered under the Securities Act of 1933, as amended,

having assets of at least \$100 million and having a rating of “AAAm” or “AAAm-G” from S&P; (x) any Investment Agreement; and (xi) any other investment that will not adversely affect the Rating Quality of the Outstanding Bonds, provided that it is expressly understood that this definition of Permitted Investments shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to the General Indenture by a Supplemental Indenture, thus permitting investments with different characteristics from those permitted above which NIFA deems from time to time to be in the interests of NIFA to include as Permitted Investments if at the time of inclusion such inclusion will not, in and of itself, adversely affect the Rating Quality of the Outstanding Bonds.

“*Prepayment*” means (i) any payments on the Mortgage-Backed Securities other than regularly scheduled principal and interest payments thereon and (ii) amounts representing prepayments on the Mortgage Loans, such Prepayment on a Mortgage Loan to mean any Mortgagor payment or other recovery of principal on a Mortgage Loan which is received in advance of its scheduled due date and is not accompanied by an amount as to interest representing scheduled interest for any month subsequent to the month of prepayment, and the portion of any payments representing such amounts from condemnation of the mortgaged premises or foreclosure of the mortgaged premises or other proceedings taken in the event of default by the Mortgagor, any hazard or special insurance policy covering mortgaged premises, any Mortgage Pool Insurance, any Mortgage Insurance, including moneys received from debentures or certificates issued pursuant to a contract of insurance, and moneys received from the sale, assignment, endorsement or other disposition of any such Mortgage Loan with respect to which condemnation, foreclosure or other proceedings taken in the event of default by the Mortgagor have occurred (including the sale or transfer of a Mortgage Loan which is in violation of the requirements of the Program).

“*Program*” means NIFA’s program of financing qualified Mortgage Loans, through the purchasing, acquiring or financing of Mortgage Loans or Mortgage-Backed Securities or other securities backed by Mortgage Loans, pursuant to the provisions of the Indenture and the Program Agreements.

“*Program Agreements*” means one or more agreements in connection with the Program and which may be specified in a Supplemental Indenture and which shall constitute the rules and regulations of NIFA governing its activities under the NIFA Act with respect to the Program, as the same shall be amended from time to time.

“*Rating Quality*” means, with respect to any Series of Bonds, having terms, conditions and/or a credit quality such that the item stated to be of “Rating Quality” will not, as confirmed in writing received by the Trustee from the Rating Agency, impair the ability of NIFA to obtain the rating or ratings initially anticipated to be received from the Rating Agency with respect to such Bonds as described in the related Supplemental Indenture and, if any of the Bonds have been rated, will not cause the Rating Agency to lower or withdraw the rating it has assigned to any of the Bonds.

“*Revenues*” means (i) all amounts received as repayment of principal, interest and all other charges received for, and all other income and receipts derived by NIFA from, the Mortgage-Backed Securities and the Mortgage Loans or any way in connection therewith, including Prepayments, (ii) 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 and (iii) to the extent hereinafter provided, interest earnings or income received on moneys so deposited in any Fund or Account pursuant to the Indenture and all other payments and receipts received with respect to Mortgage Loans or Mortgage-Backed Securities, including the proceeds of Mortgage Insurance claims (but excluding Service Fees, Escrow Payments, Excess Nonmortgage Earnings and, unless otherwise provided in a Supplemental Indenture, any income or earnings on amounts credited to the Collateral Fund).

“*Scheduled Principal Payments*” means all moneys received or recovered by NIFA from any scheduled payment of principal on any Mortgage-Backed Security or on any Mortgage Loan determined as if such Mortgage Loan or the Mortgage Loan underlying such Mortgage-Backed Security was amortized over its original term.

“*Series Mortgage Loan Accounts*” means the Accounts so designated which are established pursuant to each Supplemental Indenture.

“*Series Program Determinations*” means determinations by NIFA relating to Mortgage Loans and certain other matters required in connection with a Series of Bonds under the Program to be set forth (or provision to be

determined at certain specified times in the future) in a Supplemental Indenture and shall include the following: (i) whether each Mortgage Loan shall be secured by a first lien mortgage, a second lien mortgage, a combination or no lien; (ii) whether each Mortgage Loan shall have approximately equal monthly payments or shall be a graduated payment mortgage loan or have a fixed or variable rate of interest; (iii) the maximum term to maturity of each Mortgage Loan; (iv) required Mortgage Insurance, if any, and the level of coverage thereof; (v) limitations, if any, applicable to purchases of Mortgage Loans relating to condominiums, planned unit developments and/or cooperatives, geographic concentration and type of principal and interest characteristics; (vi) provisions relating to Prepayments, including application thereof for redemption or purchasing, acquiring or financing new Mortgage Loans or Mortgage-Backed Securities; (vii) restrictions, if any, on the applications of the proceeds of the voluntary sale of Mortgage Loans, if any; and (viii) any other provision deemed advisable by NIFA not in conflict with the Indenture.

“S&P” means Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc., and its successors and assigns, or, if S&P shall no longer be maintaining a rating on the Bonds, then another nationally recognized rating agency designated by NIFA.

“State” means the State of Nebraska.

“*Supplemental Indenture*” means any supplement to the General Indenture entered into pursuant to the terms thereof authorizing and specifying the terms of a Series of Bonds.

“*Tax Bond Year*” means, for a particular Series of Bonds, the period of 12 calendar months, as set forth in a Supplemental Indenture.

Indenture Constitutes Contract

The provisions of the Indenture constitute a contract of NIFA with the Trustee for the benefit of the holders of the Bonds, and the pledge, covenants and agreements set forth in the Indenture to be performed by and on behalf of NIFA are for the equal benefit, protection and security of the holders of any and all of the Bonds.

Pledge Effected by the Indenture

For the payment of the principal of, premium, if any, and interest on the Bonds, and the Sinking Fund Installments for the retirement thereof, NIFA has pledged to the Trustee, and granted a security interest in, in accordance with the provisions of the Indenture, all proceeds of the sale of the Bonds other than proceeds deposited in trust for the retirement of Outstanding Bonds, all Mortgage Loans and Mortgage-Backed Securities and Permitted Investments made or purchased from such proceeds, all Revenues and all money, Permitted Investments, Collateral Securities and other assets and income held in and receivable by the Funds and Accounts established by or pursuant to the Indenture, but excluding Service Fees, Escrow Payments and Excess Nonmortgage Earnings, all subject to the right of NIFA to direct withdrawals of amounts from said Funds and Accounts upon the conditions set forth in the Indenture, which pledge constitutes a first lien on such pledged moneys and revenues.

Provisions for Issuance of Bonds

The Indenture authorizes Bonds to be issued from time to time in one or more Series without limitations as to amount except as may be provided by law.

All of the Bonds of each Series shall be issued by NIFA under the Indenture, delivered to the Trustee for authentication and, upon authentication by the Trustee, delivered to NIFA or its order, but only upon receipt by the Trustee of, among other things:

- (a) A Counsel’s Opinion, dated the date of delivery thereof, to the effect that: (i) NIFA is a body politic and corporate, not a state agency, but an independent instrumentality with the powers, among others, to finance, purchase or acquire the Mortgage Loans, either directly or through the purchase or acquisition of the Mortgage-Backed Securities, to issue the Bonds to provide funds therefor and to perform

its obligations under the General Indenture and the applicable Supplemental Indenture; (ii) the Bonds are valid limited obligations of NIFA secured by and payable solely from the Revenues and other moneys pledged under the Indenture; and (iii) the General Indenture and the applicable Supplemental Indenture have been validly authorized, executed and delivered and create an assignment and pledge of and lien on the Revenues and other moneys pledged under the Indenture, except that (y) no opinion need be expressed as to the effect upon such enforceability of bankruptcy, insolvency, reorganization, moratorium and other similar laws enacted for the relief of debtors and (z) no opinion need be expressed as to the availability of the remedy of specific performance, mandamus, injunctive relief or any other equitable remedy;

(b) A certificate from NIFA directing that the Trustee authenticate and deliver such Bonds and containing instructions as to the delivery of such Bonds and the purchase price therefor;

(c) A copy of the Supplemental Indenture authorizing such Bonds, which shall specify the terms and purposes thereof;

(d) A Certificate from NIFA stating that NIFA is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in the Indenture;

(e) A Cash Flow Certificate and Cash Flow Statement which includes the issuance of such Series of Bonds conforming to the requirements of the Indenture;

(f) Written verification from the Rating Agency that the issuance of such Series of Bonds will not, in and of itself, adversely affect the Rating Quality of any Outstanding Bonds of any Prior Series Bonds; and

(g) In addition to satisfaction of the requirements set forth above, with respect to the Bonds of the Series of a Refunding Issue:

(i) there shall be deposited with the Trustee either:

(A) moneys in an amount sufficient to effect payment at the applicable redemption price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date, which moneys shall be held by the Trustee in a separate account irrevocably in trust for the holders of Outstanding Bonds being refunded, or

(B) Permitted Investments in such principal amounts, having such maturities, bearing such interest and otherwise having such terms and qualifications as shall be required to pay the applicable redemption price of the Bonds to be refunded, together with accrued interest on such Bonds to the redemption date, which Permitted Investments and moneys shall be held in trust for the holders of Outstanding Bonds being refunded;

(ii) NIFA shall have given irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds so to be redeemed on a redemption date specified in such instructions; and

(iii) The Trustee shall furnish to NIFA at the time of delivery of the Series of the Refunding Issue a certificate or other evidence satisfactory to the Trustee stating that it holds or there is being held in trust the Permitted Investments and/or moneys required to effect such redemption.

Establishment of Funds and Accounts

NIFA, by the General Indenture and the Series 2019 D/E Supplemental Indenture, has established the following Funds and Accounts for the Bonds and the Offered Bonds:

- (a) Mortgage Loan Fund, including the Series 2019 D/E Issuance Expense Account, the Series 2019 D/E Mortgage Loan Fund Account, and the Series 2019 D/E Recycling Subaccount of the Series 2019 D/E Mortgage Loan Fund Account;
- (b) Revenue Fund, including the Series 2019 D/E Revenue Fund Account;
- (c) Debt Service Fund, including the Series 2019 D/E Debt Service Fund Account;
- (d) Debt Service Reserve Fund;
- (e) Mortgage Reserve Fund;
- (f) Operating Fund;
- (g) Redemption Fund, including the Series 2019 D/E Redemption Fund Account; and
- (h) Rebate Fund, including the Series 2019 D/E Rebate Fund Account.

The Trustee may also establish from time to time such additional funds or accounts as NIFA may direct or as the Trustee shall determine may be reasonably required to carry out its duties under the Indenture, and moneys deposited therein shall be used and pledged only as provided in the directions of NIFA, it being intended that such authority be used (among other things) to implement the utilization of moneys provided by other entities in conjunction with the Program.

There is established, pursuant to the General Indenture, in each Fund a separate Account for each Series of Bonds. Except as otherwise provided in a Supplemental Indenture, the proceeds of a particular Series of Bonds issued under a Supplemental Indenture, the payments on Mortgage Loans or Mortgage-Backed Securities acquired with the proceeds of a particular Series of Bonds and the earnings on investments of moneys in the Funds or Accounts relating to a particular Series of Bonds, when required to be deposited in any Fund, shall be deposited or credited to the Account established therein for that particular Series of Bonds. Withdrawals from Funds and Accounts in connection with a particular Series of Bonds may be made and used (including for purposes of redemption) for any other Series of Bonds unless specifically prohibited in a related Supplemental Indenture. For purposes of investment, the Trustee and NIFA may consolidate the Accounts required to be established in a particular Fund into one Fund so long as adequate records are maintained as to the amounts held in each such Fund allocable to each Series of Bonds.

Each of the above-designated Funds and Accounts shall be held by the Trustee or other fiduciary, in a segregated account, in the name of the Trustee, except the Operating Fund, which shall be held by NIFA or its designee.

Redemption Fund

Amounts credited to the Redemption Fund shall be used for the purchase or redemption of Bonds. In addition, the Trustee shall, to the extent amounts are insufficient in the Debt Service Fund to pay principal of or interest on the Bonds when due, transfer (after transferring amounts in any capitalized interest account established in connection with a Supplemental Indenture, but prior to transferring amounts in the Mortgage Loan Fund, Debt Service Reserve Fund, Mortgage Reserve Fund and Collateral Fund) moneys from the Redemption Fund (for which notice of redemption has not been given) to the Debt Service Fund to pay principal of or interest on the Bonds.

Interest and other income from the investment or deposit of amounts in the Redemption Fund shall be immediately transferred by the Trustee to the Revenue Fund upon receipt thereof.

Mortgage Loan Fund

General. In addition to the proceeds from any Series of Bonds, there shall be deposited in the Mortgage Loan Fund any moneys transferred from the Revenue Fund as directed by an Authorized Officer of NIFA and any other funds of NIFA to be deposited therein.

The Trustee shall from time to time pay out money from the Mortgage Loan Fund (a) for the purpose of acquiring, financing or purchasing Mortgage Loans or Mortgage-Backed Securities in accordance with the Indenture and (b) to pay or defease notes or bonds or other indebtedness issued by NIFA to finance or purchase Mortgage Loans or Mortgage-Backed Securities in exchange for Mortgage Loans or Mortgage-Backed Securities with respect to which such notes, bonds or other indebtedness were issued and meeting any other requirements set forth in a Supplemental Indenture.

A Mortgage Loan or Mortgage-Backed Security, as the case may be, shall be purchased by the Trustee only if the Trustee shall be furnished with (i) a certificate of the Master Servicer requesting a disbursement of funds in the amount specified against delivery by the Master Servicer of such Mortgage Loan or Mortgage-Backed Security, as the case may be, equal to the Purchase Price thereof, and (ii) the Master Servicer Submission Certificate relating to such Mortgage Loan or Mortgage-Backed Security, as the case may be, including a certificate that such Mortgage Loan or Mortgage Loans supporting, or represented by, such Mortgage-Backed Security, as the case may be, meets the criteria set forth in the Supplemental Indenture establishing the Mortgage Loan Account from which funds are to be applied for the purchase of such Mortgage Loan or Mortgage-Backed Security.

The Trustee shall transfer moneys from the Mortgage Loan Fund to the Revenue Fund to the extent specified in any Supplemental Indenture or upon the direction of an Authorized Officer of NIFA. In addition, the Trustee shall, to the extent amounts are insufficient in the Debt Service Fund to pay principal of or interest on the Bonds when due, transfer (after transferring amounts in any capitalized interest account established in connection with a Supplemental Indenture and the Redemption Fund, but prior to amounts in the Debt Service Reserve Fund, Mortgage Reserve Fund and Collateral Fund) moneys from the Mortgage Loan Fund representing Prepayments or excess Revenues (including certain Scheduled Principal Payments) to the Debt Service Fund to pay principal of or interest on the Bonds.

Mortgage Loans and Mortgage-Backed Securities credited to the Mortgage Loan Fund may be released to NIFA, free and clear of the lien of the Indenture, upon the filing of a certificate of an Authorized Officer directing the same and filing with the Trustee (i) a Cash Flow Statement; (ii) a Parity Certificate (as described below under the caption "*Release of Amounts Free of Lien of Indenture*"); and (iii) an opinion of Counsel that the release of such Mortgage Loans or Mortgage-Backed Securities will not adversely affect the tax-exempt status of interest on the Bonds.

Series 2019 D/E Mortgage Loan Fund Account (and any Series 2019 D/E Recycling Subaccount). The Series 2019 D/E Supplemental Indenture establishes the Series 2019 D/E Mortgage Loan Fund Account, which shall be a segregated account in the Mortgage Loan Fund held by the Trustee or by a Fiduciary, in the name of the Trustee. A portion of the proceeds of the Offered Bonds initially deposited in the Series 2019 D/E Mortgage Loan Fund Account shall be applied to the refunding and redemption of the Refunded Prior Series Bonds (with the corresponding transfer of the Refunded Series Mortgage-Backed Securities for deposit into the Series 2019 D/E Mortgage Loan Fund Account).

The Trustee shall also use funds in the Series 2019 D/E Mortgage Loan Fund Account (and in any Series 2019 D/E Recycling Subaccount) for the purpose of purchasing, acquiring or financing Mortgage Loans and Mortgage-Backed Securities supported by or representing Mortgage Loans, in either case, originated by Participants and others and purchased by the Master Servicer pursuant to the Program Agreements and otherwise satisfying the Series Program Determinations (or such Series Program Determinations as may be applicable at the time which do not adversely affect the Rating Quality of the Bonds). The Targeted Area Amount shall be set aside in the Series 2019 D/E Mortgage Loan Fund Account (or otherwise made available by NIFA) for a period of one year following

the date commencing upon notice from NIFA to the Participants to commence originating Mortgage Loans for Residences in Targeted Areas to be financed with moneys allocable to the Offered Bonds (unless otherwise permitted by an opinion of bond counsel) pursuant to the Program Agreements and otherwise satisfying the Series Program Determinations (or such Series Program Determinations as may be applicable at the time which do not adversely affect the Rating Quality of the Bonds).

In accordance with the Series Program Determinations described herein, the Trustee shall purchase from the Master Servicer Fannie Mae Securities, FHLMC Securities and GNMA Securities at the purchase prices described in the Series 2019 D/E Supplemental Indenture or at such other purchase prices established by NIFA from time to time which do not adversely affect the Rating Quality of the Bonds (each, the "Purchase Price") from amounts available in the Series 2019 D/E Mortgage Loan Fund Account (including any Series 2019 D/E Recycling Subaccount). With respect to amounts on deposit in any Series 2019 D/E Recycling Subaccount, to the extent permitted by applicable tax laws, the Trustee shall purchase Mortgage Loans and Mortgage-Backed Securities, from the Master Servicer, at Purchase Prices established by NIFA from time to time which do not adversely affect the Rating Quality of the Bonds, provided that NIFA files a Cash Flow Certificate and a Cash Flow Statement evidencing that sufficient amounts will be available to pay debt service on the Bonds when due or upon earlier redemption. Mortgage Loans and Mortgage-Backed Securities supported by, or representing, Mortgage Loans to be purchased or financed with moneys available in the Series 2019 D/E Mortgage Loan Fund Account (or in any Series 2019 D/E Recycling Subaccount) shall meet the requirements set forth in the Program Agreements and shall satisfy the Series Program Determinations (or such Series Program Determinations as may be applicable at the time which do not adversely affect the Rating Quality of the Bonds).

Proceeds of the Offered Bonds remaining on deposit in the Series 2019 D/E Mortgage Loan Fund Account (other than amounts on deposit in any Series 2019 D/E Recycling Subaccount) shall, at the direction of NIFA, be transferred (i) to the Series 2019 D/E Issuance Expense Account or the Series 2019 D/E Revenue Fund Account; or (ii) to the Redemption Fund and used to redeem Offered Bonds on or before March 1, 2023.

Any moneys remaining on deposit in the Series 2019 D/E Mortgage Loan Fund Account subsequent to a redemption of all outstanding Offered Bonds pursuant to the preceding paragraph may be transferred, at the direction of an Authorized Officer, to the Revenue Fund.

Pursuant to the terms of the Series 2019 D/E Supplemental Indenture, or otherwise at the written direction of NIFA, a Series 2019 D/E Recycling Subaccount may be established and funds may be deposited into such Series 2019 D/E Recycling Subaccount for the purpose of purchasing, acquiring or financing Mortgage Loans (or portions thereof), including Community Program Loans (which Mortgage Loans may be made at below-market interest rates or may provide for certain rebates to mortgagors in order to reduce interest rates to Mortgage Loans) originated by Participants and purchased by the Master Servicer pursuant to the Program Agreements (or originated by third parties, including NIFA, and pledged to secure the Bonds) and otherwise satisfying the Series Program Determinations to be established at the time, provided NIFA files a Cash Flow Certificate and a Cash Flow Statement evidencing that sufficient amounts will be available to pay the debt service on the Bonds when due or upon earlier redemption.

Revenue Fund

Unless otherwise specified in a Supplemental Indenture for a particular Series of Bonds, the Trustee shall credit all Revenues derived from the Mortgage Loans (including defaulted Mortgage Loans) and the Mortgage-Backed Securities (provided that, if directed in a Supplemental Indenture, amounts representing accrued interest on the Mortgage Loans and Mortgage-Backed Securities from the origination or issue date thereof to the date purchased by the Trustee shall be remitted to the applicable Servicer) to the Revenue Fund. As soon as possible after receipt of such moneys for deposit into the Revenue Fund, the Trustee shall designate such moneys as Scheduled Principal Payments, Prepayments or other moneys. Amounts representing Prepayments shall be immediately transferred by the Trustee as directed pursuant to the terms of a Supplemental Indenture, upon the filing of a Cash Flow Statement or by a Certificate of an Authorized Officer, as appropriate. There shall also be deposited in the Revenue Fund, unless otherwise specified in the Supplemental Indenture, certain Prepayments and excess Revenues deposited in, and to be transferred from, the Mortgage Loan Fund, and any income or interest earned by, or increment to, any Fund or Account (other than, unless so directed by NIFA, the Debt Service Reserve Fund, the

Mortgage Reserve Fund, the Rebate Fund and the Collateral Fund), unless otherwise specified in a Supplemental Indenture, established pursuant to the Indenture due to the investment thereof. **Under certain circumstances, NIFA may direct that excess Revenues be deposited to the Collateral Fund and applied as more fully described in the Indenture. In addition, under certain circumstances, NIFA may direct the funds on deposit in the Collateral Fund to be deposited to the Revenue Fund and applied as described herein.**

Pursuant to the terms of the Series 2019 D/E Supplemental Indenture and as reflected in the most recent Cash Flow Certificate and Cash Flow Statement, to the extent not required to pay debt service on the Bonds or redeem specific Series 2019 D/E Bonds, and subject to applicable tax laws, NIFA may direct Series 2019 D/E Prepayments and/or excess Revenues to be deposited in a Series 2019 D/E Recycling Subaccount of the Mortgage Loan Account to purchase, finance or acquire Mortgage Loans (or portions thereof) (which may be Mortgage Loans made at below market interest rates or may provide for certain rebates to mortgages).

Unless otherwise specified in the Supplemental Indenture for a particular Series of Bonds:

(a) On or before the last business day preceding each Interest Payment Date and other date on which principal of or interest on the Bonds is due, the Trustee shall transfer to the Debt Service Fund an amount sufficient to pay the interest, principal (if any) and Sinking Fund Installment due on such Interest Payment Date or other date for application as provided in the Indenture.

(b) On any Interest Payment Date or on such other date or dates as specified below or as directed in a Certificate of an Authorized Officer, the Trustee shall withdraw from the balance of any moneys remaining in the Revenue Fund in excess of Accrued Debt Service less amounts on deposit in the Debt Service Fund as of the date of withdrawal and deposit the same as follows:

First, to the credit of the Debt Service Reserve Fund such amount (or the balance of the moneys so remaining in the Revenue Fund if less than the required amount) as shall be required to increase the amount credited thereto to an amount equal to the Debt Service Reserve Requirement;

Second, to the credit of the Operating Fund, on each March 1 and September 1, an amount equal to the Operating Fee;

Third, to NIFA, free and clear of the lien of the Indenture, upon the filing of a Certificate of an Authorized Officer directing the amount to be so withdrawn and filing with the Trustee a Cash Flow Statement and a Parity Certificate (as described below under the caption "Release of Amounts Free of Lien of Indenture"); and

Fourth, to the Mortgage Loan Fund, upon the filing of a Cash Flow Statement or, if so provided in a Supplemental Indenture, any remaining amounts, unless the Trustee shall otherwise be directed pursuant to the terms of a Supplemental Indenture or by a Certificate of an Authorized Officer to transfer all or a portion thereof to the Redemption Fund.

Notwithstanding the foregoing requirements, upon direction of an Authorized Officer, amounts in the Revenue Fund representing Excess Nonmortgage Earnings shall be withdrawn from the Revenue Fund only for deposit to the credit of the Rebate Fund in accordance with the requirements of the Indenture.

Debt Service Fund

The Trustee shall withdraw from the Debt Service Fund, on each Interest Payment Date and any other date on which interest on the Bonds is payable, an amount equal to the unpaid interest due on the Bonds on that date and, on any redemption date or purchase date pursuant to the Indenture, an amount equal to the unpaid interest due on the Bonds to be paid, redeemed or purchased, 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.

The Trustee shall withdraw from the Debt Service Fund on each date on which principal of the Bonds is payable (a) an amount equal to the principal amount of the Outstanding Bonds, if any, due (whether by maturity, redemption or otherwise) on that date, which shall be applied to the payment or purchase of the principal of said Bonds when due or transmitted to one or more paying agents who shall apply it to such payment and (b) an amount equal to the Sinking Fund Installment, if any, due on that date, which shall be applied to the redemption of Bonds to be redeemed on that date or transmitted to one or more paying agents who shall apply it to such redemption.

Unless other dates are specified in the Supplemental Indenture authorizing a Series of Bonds, on or before the 31st day, but not earlier than the 33rd day, prior to each such date on which a Sinking Fund Installment is due, the Trustee shall proceed to select for redemption in the manner provided in the Indenture from all Outstanding Bonds subject to redemption from such Sinking Fund Installment an amount of such Bonds, equal to the aggregate principal amount of such Bonds redeemable with such Sinking Fund Installment, and shall call such Bonds for redemption from such Sinking Fund Installment on the next succeeding date for redemption, and give notice of such call in accordance with the Indenture. On or before the 33rd day next preceding any date on which a Sinking Fund Installment is due, NIFA, by a certificate of an Authorized Officer, may (a) deliver to the Trustee for cancellation, Bonds which are subject to redemption from such Sinking Fund Installment, or portions thereof, in any aggregate principal amount desired or (b) receive a credit in respect of its Sinking Fund Installment obligation for any such Bonds, which prior to said date have been delivered to the Trustee for cancellation or redeemed (otherwise than through redemption from a Sinking Fund Installment) and canceled by the Trustee and not theretofore applied as a credit against any Sinking Fund Installment obligation. Each Bond or portion thereof so delivered or previously redeemed shall be credited by the Trustee at the principal amount thereof on the obligation of NIFA with respect to such Sinking Fund Installments as the certificate of an Authorized Officer shall direct and the principal amount of such Bonds to be redeemed by such Sinking Fund Installment shall be accordingly reduced.

Unless other dates are specified in a Supplemental Indenture authorizing a Series of Bonds, on or before the thirty-third day preceding each date on which a Sinking Fund Installment is due, the Trustee, if directed by a certificate of an Authorized Officer, shall apply moneys in the Debt Service Fund held for such Sinking Fund Installment to the purchase of Outstanding Bonds subject to redemption from such Sinking Fund Installment in the manner hereinafter provided, and upon such purchase such Bonds shall be canceled and the amount of such Sinking Fund Installment shall thereupon be reduced by the principal amount of such Bonds so purchased and canceled, provided that no such Bonds shall be so purchased within the 33 days next preceding the date on which such Sinking Fund Installment is to be used to redeem Bonds. The price paid by the Trustee (excluding accrued interest, but including any brokerage and other charges) for any Bond purchased pursuant to the Indenture shall not exceed the redemption price applicable on the next date on which such Bond could be redeemed in accordance with its terms from a Sinking Fund Installment. Subject to the limitations set forth and referred to in the Indenture, 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 may be so directed by NIFA and as may be possible with the amount of money available in the Debt Service Fund.

Any investment earnings on moneys held in the Debt Service Fund shall be credited by the Trustee to the Revenue Fund upon receipt.

In the event that the amount in the Debt Service Fund on any Interest Payment Date or other date on which principal of or interest on the Bonds is payable, or otherwise, is insufficient to pay in full interest when due, or is insufficient to pay in full principal and Sinking Fund Installments when due, the Trustee shall withdraw the amount of such deficiency from the following funds in the following order: (a) any amounts in any capitalized interest account established pursuant to a Supplemental Indenture, (b) the Redemption Fund, to the extent available therein, (c) the Mortgage Loan Fund, to the extent of Prepayments or excess Revenues available therein, (d) the Debt Service Reserve Fund, (e) the Mortgage Reserve Fund and (f) the Collateral Fund.

Debt Service Reserve Fund

There shall be deposited into the Debt Service Reserve Fund, from the proceeds of the sale of the Bonds or such other sources as specified by a direction of an Authorized Officer of NIFA, the amounts specified by each Supplemental Indenture, provided that as a result of such deposit, the amount on deposit in the Debt Service Reserve

Fund shall be at least equal to the Debt Service Reserve Requirement. No initial deposit is expected to be made into the Debt Service Reserve Fund in connection with the issuance of the Offered Bonds.

If there is not a sufficient amount in the Debt Service Fund to provide for the payment when due of principal of and interest on the Bonds and any Sinking Fund Installments, the Trustee shall withdraw from the Debt Service Reserve Fund (after withdrawing any amounts in any capitalized interest account established pursuant to a Supplemental Indenture, the Redemption Fund (to the extent of amounts available therein) and the Mortgage Loan Fund (to the extent of Prepayments or excess Revenues available therein), but prior to withdrawing any amounts from the Mortgage Reserve Fund or the Collateral Fund) and pay into the Debt Service Fund the amount of the deficiency then remaining. If there is not a sufficient amount in the Revenue Fund to make the deposits into the Operating Fund, the Trustee shall, on such date for deposit, withdraw from the Debt Service Reserve Fund (after withdrawing amounts in any capitalized interest account established pursuant to a Supplemental Indenture) to the extent of amounts available therein (but prior to any withdrawal from the Mortgage Reserve Fund or the Collateral Fund) and pay into the Revenue Fund the amount of the deficiency then remaining. Amounts withdrawn from the Debt Service Reserve Fund which reduce the balance therein below the Debt Service Reserve Requirement shall be replaced to the extent of available moneys in the Revenue Fund.

Under the terms of the General Indenture and certain Supplemental Indentures, the Operating Fee payable to NIFA includes certain amounts corresponding to amounts which may be due with respect to any liquidity facility, remarketing agreement or any interest rate swap agreement or cap agreement with any swap or cap counterparty. By operation of the provisions described above, it is possible that funds on deposit in the Debt Service Reserve Fund may be made available to satisfy any deficiency of all or a portion of such Operating Fee.

Interest and other income from the investment or deposit of amounts in the Debt Service Reserve Fund shall remain in the Debt Service Reserve Fund unless directed by an Authorized Officer of NIFA to be transferred to the Revenue Fund. Any balance in the Debt Service Reserve Fund in excess of the Debt Service Reserve Requirement shall, at the option of NIFA and upon the direction of an Authorized Officer of NIFA, be transferred to the Revenue Fund at such times as directed by such Authorized Officer.

The Debt Service Reserve Requirement with respect to the applicable Series of Bonds may be funded through Cash Equivalents. In connection with any discussion in the Indenture of “moneys” on deposit in or held for the credit of the Debt Service Reserve Fund, “moneys” shall be deemed to include said Cash Equivalents.

Mortgage Reserve Fund

There shall be deposited into the Mortgage Reserve Fund, from the proceeds of the sale of the Bonds or such other sources as specified by a direction of an Authorized Officer of NIFA, the amounts specified by each Supplemental Indenture, provided that as a result of such deposit, the amount on deposit in the Mortgage Reserve Fund shall be at least equal to the Mortgage Reserve Fund Requirement. No initial deposit is expected to be made into the Mortgage Reserve Fund in connection with the issuance of the Offered Bonds.

If there is not a sufficient amount in the Debt Service Fund to provide for the payment when due of principal of and interest on the Bonds and any Sinking Fund Installments, the Trustee shall withdraw from the Mortgage Reserve Fund (after withdrawing any amounts in any capitalized interest account established pursuant to a Supplemental Indenture, the Redemption Fund (to the extent of amounts available therein), the Mortgage Loan Fund (to the extent of Prepayments or excess Revenues available therein) and the Debt Service Reserve Fund, but prior to withdrawing any amounts from the Collateral Fund) and pay into the Debt Service Fund the amount of the deficiency then remaining. If there is not a sufficient amount in the Revenue Fund to make the deposits into the Operating Fund, the Trustee shall, on such date for deposit, withdraw from the Mortgage Reserve Fund (after withdrawing amounts in any capitalized interest account established pursuant to a Supplemental Indenture and in the Debt Service Reserve Fund) to the extent of amounts available therein (but prior to any withdrawal from the Collateral Fund) and pay into the Revenue Fund the amount of the deficiency then remaining.

Under the terms of the General Indenture and certain Supplemental Indentures, the Operating Fee payable to NIFA includes certain amounts corresponding to amounts which may be due with respect to any liquidity facility, remarketing agreement, or interest rate swap agreement or cap agreement with any swap or cap counterparty.

The Trustee shall withdraw from the Mortgage Reserve Fund and pay to NIFA any amount stated in a Certificate of an Authorized Officer to be needed and not otherwise available for the payment of expenses or losses necessarily incurred or to be incurred (a) to acquire good and merchantable title to, and possession of, a Residence subject to a defaulted Mortgage Loan as a prerequisite to making a claim for Mortgage Insurance, or (b) for the maintenance and preservation of the value of a Residence subject to a defaulted Mortgage Loan, including, but not limited to, payment of real property taxes, insurance premiums, foreclosure fees, including appraisal and legal fees, costs of repairs, rehabilitation, maintenance, utilities and improvements necessary for sale.

NIFA is not obligated under the Indenture to replenish any withdrawals from the Mortgage Reserve Fund. Interest and other income from the investment or deposit of amounts in the Mortgage Reserve Fund shall remain in the Mortgage Reserve Fund unless directed by an Authorized Officer of NIFA to be transferred to the Revenue Fund. Any balance in the Mortgage Reserve Fund in excess of the Mortgage Reserve Fund Requirement shall, at the option of NIFA upon the direction of an Authorized Officer of NIFA, be transferred to the Revenue Fund at such times as directed by such Authorized Officer.

The Mortgage Reserve Fund Requirement with respect to the applicable Series of Bonds may be funded through Cash Equivalents. In connection with any discussion in the Indenture of “moneys” on deposit in or held for the credit of the Mortgage Reserve Fund, “moneys” shall be deemed to include said Cash Equivalents.

Operating Fund

The Operating Fund shall be held by NIFA. Moneys in the Operating Fund may, at the option of NIFA, be withdrawn from time to time for the purpose of paying the Operating Fee and, when so withdrawn and paid out, shall be free and clear of any lien or pledge created by the Indenture.

Pursuant to the terms of the General Indenture and certain Supplemental Indentures, on any Interest Payment Date or other date or dates as directed in a Certificate of an Authorized Officer, the Trustee shall withdraw amounts on deposit in the Operating Fund in accordance with the General Indenture and such certain Supplemental Indentures.

Rebate Fund

Amounts deposited and held in the Rebate Fund shall not be subject to the pledge of the Indenture; however, such amounts are held for public purposes and are necessary in order to comply with Section 148 of the Code, and therefore, such amounts are pledged, subject only to any withdrawals permitted by NIFA pursuant to the General Indenture, to the United States of America to the extent required to make any payments pursuant to Section 148 of the Code. Investment earnings on any moneys in the Rebate Fund shall be retained therein.

The Trustee shall establish in the Rebate Fund a separate account for the Outstanding Bonds of each Series (other than those Bonds issued as taxable Bonds) (each such account herein referred to as a “Series Rebate Account”). In connection with the preparation by NIFA of the Officer’s Certificate described below, the Trustee shall annually, within 20 days of the end of each respective Tax Bond Year, forward to NIFA information (as of the last day of each respective Tax Bond Year) with respect to the Average Balance of the investments in each of the Funds and Accounts. Annually, within 60 days after the end of each respective Tax Bond Year, NIFA shall file with the Trustee an Officer’s Certificate containing a computation of the Excess Nonmortgage Earnings, with a breakdown for each Fund and Account established under the Indenture, and if so directed by NIFA, the Trustee shall thereupon transfer the Excess Nonmortgage Earnings from the Revenue Fund to the related Series Rebate Account in the Rebate Fund to the extent necessary to comply with the Code.

If permitted by the Code, at such periodic intervals as NIFA, by an Officer’s Certificate, shall direct, NIFA may withdraw from the related Series Rebate Account in the Rebate Fund and transfer to the Revenue Fund (a) moneys in an amount which cumulatively do not exceed an amount equal to the amount of actual compounded losses sustained by NIFA in connection with Mortgage Loans in excess of the anticipated losses taken into account in determining the effective rate of interest on the Mortgage Loans pursuant to Section 143(g) of the Code and

(b) other amounts, if any, permitted by the Code. The moneys so transferred shall no longer represent a portion of the Excess Nonmortgage Earnings.

NIFA shall, in accordance with the requirements of Section 148 of the Code, pay over moneys in the Rebate Fund to the United States of America. To the extent that moneys in the Rebate Fund are not withdrawn as described in the preceding paragraph, moneys in the Rebate Fund shall be withdrawn by NIFA for disbursement to the United States of America, at such times and in such amounts as shall be determined by NIFA in accordance with the requirements of the Code.

Collateral Fund

At the direction of an Authorized Officer, the Trustee shall deposit in the Collateral Fund any Collateral Securities identified by such Authorized Officer and not otherwise pledged under the Indenture. NIFA may cause to be deposited into the Collateral Fund, from time to time, such Collateral Securities including cash, securities, mortgage loans or other property as directed by NIFA. Collateral Securities may include excess Revenues and funds payable to NIFA under the Indenture, including, but not limited to, all or a portion of any operating fee or supplemental operating fee payable to NIFA with respect to any liquidity facility, remarketing agreement, interest rate swap agreement or interest rate cap agreement. Collateral Securities may also include amounts receivable by NIFA under contracts with third parties, including, but not limited to, any interest rate swap agreement entered into with any swap counterparty or interest rate cap agreement entered into with any cap counterparty which NIFA directs be deposited in the Collateral Fund.

Any moneys held in the Collateral Fund may be invested or reinvested in such securities, mortgage loans or other investments as may be directed by an Authorized Officer, which may include Permitted Investments, Mortgage Loans or Mortgage-Backed Securities, but are not restricted thereto unless otherwise provided in a Supplemental Indenture, and may include HBA Loans. As certain forms of HBA Assistance do not accrue any payment thereon unless certain conditions are not satisfied by the mortgagor, there may not be any expectation of a deposit of payments with respect thereto in the Collateral Fund. Any interest or income earned with respect to any of said Collateral Securities (including HBA Loans, if any) shall likewise be retained in the Collateral Fund or, at the direction of NIFA, released to NIFA, except as otherwise provided in the Indenture as then supplemented by all supplemental indentures in effect.

If on any date payments are required to be made from the Revenue Fund to pay principal of or interest on the Bonds, to replenish the Debt Service Reserve Fund or to make any transfer to the Operating Fund, and there are not sufficient funds in the Revenue Fund to make such payments, the Trustee shall withdraw (after withdrawing any necessary and available amounts on deposit in (a) any capitalized interest account established pursuant to a Supplemental Indenture; (b) the Redemption Fund, to the extent available therein; (c) the Mortgage Loan Fund, to the extent of Prepayments or excess Revenues available therein; (d) the Debt Service Reserve Fund; and (e) the Mortgage Reserve Fund) from the Collateral Fund and transfer to the Revenue Fund such amounts as are necessary to provide sufficient funds for the required transfers from the Revenue Fund.

Under the terms of certain prior supplemental indentures relating to Prior Series Bonds, NIFA may direct the Trustee to transfer certain amounts on deposit in the Collateral Fund to the Revenue Fund for application to the payment of interest on the Bonds or on certain general obligation bonds issued by NIFA pursuant to the terms of its General Obligation Indenture, and to apply certain amounts on deposit in the Collateral Fund in satisfaction of payments due to any swap or cap counterparty pursuant to the terms of any interest rate swap or cap agreement.

At any time, at the direction of an Authorized Officer, the Trustee shall withdraw from the Collateral Fund and pay to NIFA, free and clear of the lien of the Indenture, such Collateral Securities as shall be specified therein, including any interest or income earned thereon, unless otherwise restricted by a Supplemental Indenture. It is anticipated, but not required, that NIFA may direct payments to be made to one or more swap counterparties and one or more cap counterparties, as necessary, with Collateral Securities otherwise available to be released to NIFA, free and clear of the lien of the Indenture.

THERE IS NO GUARANTEE THAT PROCEEDS, IF ANY, WITH RESPECT TO OBLIGATIONS EVIDENCING ANY COMMUNITY PROGRAM LOANS AND/OR ANY AMOUNTS DEPOSITED INTO

OR CREDITED TO THE COLLATERAL FUND WILL BE AVAILABLE TO PAY PRINCIPAL OF OR INTEREST ON THE BONDS.

Issuance Expense Account

The Trustee shall apply money in the Issuance Expense Account to pay Issuance Expenses in connection with the Offered Bonds or the redemption premium, if any, for any Bonds to be redeemed at the direction of an Authorized Officer of NIFA. Upon receipt of a certificate of an Authorized Officer stating that the Issuance Expenses have been fully paid, the Trustee shall transfer any remaining balance in the Issuance Expense Account to the Series 2019 D/E Mortgage Loan Fund Account (or to the Revenue Fund if the proceeds made available upon the issuance of the Offered Bonds held in the Series 2019 D/E Mortgage Loan Fund Account have been fully disbursed as of the date of such transfer) or, to NIFA (provided that if the remaining balance was funded with proceeds of the Offered Bonds, then to NIFA only upon receipt of a Favorable Opinion of Bond Counsel with respect to such transfer).

Release of Amounts Free of Lien of Indenture

As described above under the caption “Revenue Fund,” on any Interest Payment Date or on such other date or dates as specified below or as directed in a Certificate of an Authorized Officer, the Trustee shall withdraw moneys remaining in the Revenue Fund in excess of Accrued Debt Service less amounts on deposit in the Debt Service Fund as of the date of withdrawal for release to NIFA, free and clear of the lien of the Indenture, upon the filing of a Certificate of an Authorized Officer directing the amount to be so withdrawn and filing with the Trustee a Cash Flow Statement and a Parity Certificate. The Cash Flow Statement shall be as described herein under “SECURITY FOR THE BONDS—Cash Flow Statements” and the Parity Certificate shall be a Certificate of an Authorized Officer of NIFA, giving effect to any action contemplated to be taken in connection with the filing thereof, showing that (a) the sum of (i) the moneys, Permitted Investments and Cash Equivalents then credited to the Mortgage Loan Fund, the Revenue Fund, the Debt Service Fund (but only to the extent of moneys held therein for the payment of principal on Outstanding Bonds), the Debt Service Reserve Fund and the Redemption Fund (but only to the extent that notice of redemption has not yet been given in accordance with the Indenture), (ii) the unpaid principal amount of all Mortgage Loans and Mortgage-Backed Securities credited to the Mortgage Loan Fund and (iii) such other amounts, if any, as may be specified by a Supplemental Indenture (other than amounts credited to the Mortgage Reserve Fund unless so permitted by the Rating Agency) equals or exceeds (b) an amount equal to 103% (or such lesser percentage as does not adversely affect the Rating Quality of the Bonds) of the principal amount of Outstanding Bonds of all Series.

Additionally, as described above under the caption “Mortgage Loan Fund,” Mortgage Loans and Mortgage-Backed Securities credited to the Mortgage Loan Fund may, under certain circumstances, be released to NIFA, free and clear of the lien of the Indenture, upon, among other conditions, the filing with the Trustee of a Cash Flow Statement and Parity Certificate.

**Investment of Funds and
Accounts Held by the Trustee**

Except as otherwise provided in the Indenture, NIFA may direct the Trustee to, and in the absence of direction the Trustee shall, invest moneys in the Funds and Accounts held by the Trustee in Permitted Investments, the maturity or redemption date at the option of the holder of which shall not exceed the date or dates on which moneys in said Fund or Account for which the investments were made are expected to be required for the purposes provided in the Indenture.

Obligations purchased as an investment of moneys in any Fund or Account held by the Trustee under the provisions of the Indenture shall be deemed at all times to be a part of such Fund or Account (and of each Series subaccount thereof), and except as otherwise expressly provided in the Indenture, the income or interest earned by, or the increment to, a Fund or Account (other than the Rebate Fund, the Debt Service Reserve Fund, the Mortgage Reserve Fund and the Collateral Fund) due to the investment thereof shall be transferred to the Revenue Fund as received. Amounts representing the income or interest earned by, or the increment to, the Debt Service Reserve Fund and the Mortgage Reserve Fund due to the investment thereof shall be transferred to the Revenue Fund only if

directed by an Authorized Officer of NIFA. Moneys in separate Funds and Accounts may be commingled for the purpose of investment or deposit, subject to instructions from an Authorized Officer, to the extent possible in conformity with the provisions of the Indenture.

In computing the amount in any Fund or Account held by the Trustee under the provisions of the Indenture, obligations purchased by the Trustee or transferred by NIFA to the Trustee as an investment of moneys therein shall be valued at the Amortized Value, plus the amount of accrued interest, except that securities covered by repurchase agreements shall be valued at market price. Where market prices for obligations held by the Trustee are not readily available, the Trustee may determine the market price for such obligations in such manner as it deems reasonable. To the extent that moneys are invested pursuant to an Investment Agreement, such Investment Agreement shall be valued at par.

The Trustee shall sell outright or pursuant to a repurchase agreement at the best price obtainable, or present for redemption, any obligation purchased by it as an investment whenever it shall be necessary in order to provide moneys to meet any payment or transfer from the Fund or Account for which such investment was made or as otherwise directed by NIFA. When transferring moneys from one Fund or Account to another, investments need not be liquidated, and all or a portion of such invested moneys may be credited to a particular Fund or Account from another. The Trustee shall check the accuracy of all calculations of investment earnings on all Permitted Investments.

At the direction of an Authorized Officer of NIFA, the Trustee may sell Permitted Investments and purchase any Permitted Investments in exchange therefor.

Payment of Bonds

NIFA covenants that it shall duly and punctually pay or cause to be paid, solely from amounts available under the Indenture, the principal of and interest on the Bonds, at the dates and places and in the manner mentioned in the Bonds, and shall duly and punctually pay or cause to be paid, solely from amounts available under the Indenture, to the Trustee any part of any Sinking Fund Installment pursuant to any provision of the Indenture.

Purchase of Mortgage-Backed Securities; Purchase of Mortgage Loans

In carrying out the Program, NIFA shall cause the Trustee to purchase, using proceeds from the Bonds of each Series, together with any other amounts deposited in the related Series Mortgage Loan Account, Mortgage-Backed Securities backed by Mortgage Loans and/or Mortgage Loans with such maturity dates, for such prices and at such rates of interest as will permit NIFA to pay the debt service on such Bonds in a manner consistent with the NIFA Act, the Indenture and any other documents by which NIFA is bound.

No amounts which have been deposited in the Mortgage Loan Fund shall be disbursed to finance, purchase or acquire any Mortgage-Backed Security or Mortgage Loan unless the Mortgage Loan (or Mortgage Loan underlying the Mortgage-Backed Security) meets the requirements of the applicable Program Agreements.

NIFA shall take whatever action is required by law from time to time to pledge the Mortgage-Backed Securities and the Mortgage Loans to the Trustee.

NIFA warrants and covenants (a) that no Mortgage Loan or Mortgage-Backed Security backed by a Mortgage Loan shall be financed by NIFA under the Program *unless* the Mortgage Loan (or Mortgage Loan underlying the Mortgage-Backed Security) complies in all respects with the NIFA Act and (b) to comply with any additional Program covenants contained in any Supplemental Indenture.

Enforcement of Mortgage-Backed Securities, Mortgage Loans and Program Agreements

NIFA shall diligently enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage-Backed Securities, Mortgage Loans and the Program Agreements, including the prompt payment of all payments and all other amounts due NIFA thereunder. NIFA shall not, without good cause, release the obligations of any mortgagor under any Mortgage Loan, Mortgage-Backed Security or any Participant or Servicer under any Program Agreement, except as expressly provided therein and in the Indenture, and shall at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of NIFA and of the Bondholders under or with respect to each Mortgage-Backed Security and Mortgage Loan and the Program Agreements, provided that this provision shall not be construed to prevent NIFA from (i) settling a default thereof on any Mortgage Loan or Mortgage-Backed Security on such terms as NIFA shall determine to be in the best interests of NIFA and the Bondholders or (ii) releasing any mortgagor from, or waiving, any of such mortgagor's obligations under the respective Mortgage Loan to the extent necessary to preserve the tax-exempt status of the Bonds or as otherwise authorized in a Supplemental Indenture.

Amendment of Mortgage Loans; Disposition of Mortgage Loans and Mortgage-Backed Securities

NIFA shall not consent to or agree to or permit any amendment or modification of any Mortgage Loan which will in any manner impair or materially adversely affect the rights or security of the Bondholders or the Trustee under the Indenture. In determining whether any amendment or modification will in any manner impair or materially adversely affect the rights or security of the Bondholders or the Trustee under the Indenture, NIFA may rely on a Counsel's Opinion.

NIFA may at any time, consistent with the other provisions of the Indenture, sell, transfer, assign, dispose of or otherwise release from the lien of the Indenture a Mortgage Loan or Mortgage-Backed Security:

- (a) in order to realize the benefit of any insurance or guarantee with respect to such Mortgage Loan or Mortgage-Backed Security or any covenant of a Participant or Master Servicer under any Program Agreement;
- (b) in order to provide funds for the redemption or purchase of a principal amount of Bonds corresponding to the unpaid principal amount of such Mortgage Loan or Mortgage-Backed Security, if a Cash Flow Statement shall be filed with the Trustee giving effect to the proposed sale thereof and the application of the proceeds of such sale; provided, however, that no such certificate shall be necessary if all Outstanding Bonds are simultaneously defeased pursuant to the General Indenture;
- (c) upon payment in full of such Mortgage Loan or Mortgage-Backed Security; or
- (d) as described under "THE INDENTURE—Mortgage Loan Fund" above.

NIFA may also sell any Mortgage, Mortgage-Backed Security or other obligation evidencing or securing a Mortgage Loan made or purchased by NIFA if it is necessary for NIFA to take such action in order to maintain the tax exemption on any Series of Bonds pursuant to the Code.

Arbitrage and Tax Covenant

NIFA covenants that it shall take no action which may cause interest on the Bonds (other than those Bonds issued as taxable Bonds) to be included in gross income for federal income tax purposes and shall do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by NIFA on the Bonds (other than those Bonds issued as taxable Bonds) shall not be includable in gross income for federal income tax purposes.

No moneys on deposit in any Fund or Account in connection with the Bonds (other than those Bonds issued as taxable Bonds) shall at any time be used in a manner which would cause such Bonds to be “arbitrage bonds” as defined in Sections 143 and 148 of the Code.

Accounts and Reports

The Trustee has been directed by NIFA to keep proper books of record and account in which complete and accurate entries shall be made of its transactions relating to the Program and all Funds and Accounts established by or pursuant to the Indenture, which shall at all reasonable times be subject to the inspection of NIFA or the holders (or Beneficial Owners who have filed their names and addresses with the Trustee) of an aggregate of not less than 5% in principal amount of Bonds then outstanding or their representatives duly authorized in writing.

Events of Default

Each of the following events is an Event of Default under the General Indenture:

- (a) interest on any of the Bonds is not paid by NIFA on any date when due or the principal of any Bond is not paid by NIFA at maturity or the redemption price of any Bond is not paid by NIFA at a Redemption Date at which such Bond has been called for redemption;
- (b) if there is a default in the performance or observance of any other of the covenants, agreements or conditions on the part of NIFA in the General Indenture, in any Supplemental Indenture or in the Bonds contained and such default is not remedied within 60 days after receipt by NIFA of written notice thereof from the Trustee or the holders of not less than 25% in aggregate principal amount of all Outstanding Bonds, provided that such a default will not be considered an Event of Default if it cannot be corrected within such 60 days and NIFA has instituted corrective action within such period and diligently pursues the same until the default is corrected;
- (c) if NIFA shall file any petition seeking relief under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State; or
- (d) if the State has limited or altered the rights of NIFA pursuant to the NIFA Act, as in force on the date of the General Indenture and as of the date of each Supplemental Indenture, to fulfill the terms of any agreements made with holders of Bonds or in any way impaired or diminished the rights or security (including, but not limited to, assets pledged to secure the Bonds) or remedies of holders of Bonds while any Bonds are Outstanding.

Remedies

Upon the occurrence of an Event of Default, the Trustee may pursue any available remedy under the NIFA Act, at law or in equity, to enforce the payment of the principal and interest on the Bonds then Outstanding, including, without limitation, the following:

- (a) the Trustee may declare the principal of all Bonds Outstanding and the interest accrued thereon to be immediately due and payable, whereupon such principal amount and interest thereupon shall become immediately due and payable if an Event of Default described in paragraph (a) above under the caption “Events of Default” has occurred;
- (b) the Trustee shall have full power and authority to take such action with respect to the Mortgage-Backed Securities and Mortgage Loans assigned by the Indenture as the Trustee shall deem necessary or appropriate, subject only to the terms of such Mortgage-Backed Securities and Mortgage Loans;
- (c) the books of record and account of NIFA and all records relating to the Program shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys; and

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

If an Event of Default shall have occurred and, if requested so to do by the holders of not less than 25% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in the General Indenture, the Trustee shall be obligated to exercise one or more of the rights and powers conferred above, as the Trustee, being advised by counsel, shall deem most expedient in the interest of the Bondholders.

In case any proceeding taken by the Trustee to enforce any right under the Indenture shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then in every such case NIFA, the Trustee and the holders of all Bonds shall be restored to their former positions and rights under the Indenture, respectively, and all rights, remedies and powers of the Trustee shall continue as though no such proceeding had been taken.

No remedy conferred upon or reserved to the Trustee or to holders of Bonds in the Indenture is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to any other remedy given to the Trustee or the Bondholders under the Indenture or existing at law or in equity or by statute.

Priority of Payments After Default

All moneys received by the Trustee pursuant to any right given or action taken upon the occurrence of an Event of Default shall (in the case of a default described in paragraph (a) above under the caption "Events of Default," after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the expenses, liabilities and advances incurred or made by the Trustee and of any Program expenses necessary to maintain the security for the Bonds) be deposited in the Debt Service Fund and all moneys in the Debt Service Fund (other than moneys held for redemption of Bonds duly called for redemption) shall be applied as follows:

(a) Unless the principal amount of all the Bonds shall have become or shall have been declared due and payable, all such moneys shall be applied:

FIRST, to the payment to the persons entitled thereto of all interest then due on the Bonds, in the order of the maturity of such interest and, if the amount available shall not be sufficient to pay in full said amount, then to the payment ratably, according to the amounts due to the persons entitled thereto, without any discrimination or privilege;

SECOND, to the payment to the persons entitled thereto of the unpaid principal amount of any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of the Indenture), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due at the rate borne by the Bonds and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date to the persons entitled thereto, without any discrimination or privilege; and

THIRD, to be held for the payment to the persons entitled thereto as the same shall become due of the principal amount of and interest on the Bonds which may thereafter become due either at maturity or upon call for redemption prior to maturity and, if the amount available shall not be sufficient to pay in full Bonds due on any particular date, together with interest then due and owing thereon, payment shall be made ratably, according to the amount of principal due on such date to the persons entitled thereto, without any discrimination or privilege.

(b) If the principal amount of all the Bonds shall have become or shall have been declared due, all such moneys shall be applied to the payment of the principal amount and interest then due and

unpaid upon the Bonds, without preference or priority of principal amount over interest or of interest over principal amount, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amount and interest to the persons entitled thereto, without any discrimination or privilege.

(c) If the principal amount of all the Bonds shall have been declared due and payable, and if such declaration shall thereafter have been rescinded and annulled under the provisions of the Indenture, then, subject to the provisions of the preceding paragraph (b), in the event that the principal amount of all the Bonds shall later become due or be declared due and payable, the moneys shall be applied in accordance with the provisions of paragraph (a) above.

Whenever moneys are to be applied as described above, such moneys shall be applied at such times, and from time to time, as the Trustee shall determine, having due regard to the amount of such moneys available for application and the likelihood of additional moneys becoming available for such application in the future. Whenever the Trustee shall apply such funds, it shall fix the date (which shall be an Interest Payment Date unless it shall deem another date more suitable) upon which such application is to be made and upon such date interest on the principal amount to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the deposit with it of any such moneys and of the fixing of any such date, and shall not be required to make payment to the holder of any Bond until such Bond shall be presented to the Trustee for appropriate endorsement or for cancellation if fully paid.

Whenever all principal amounts of and interest on all Bonds have been paid as described above and all fees, expenses and charges of the Trustee and any paying agent have been paid, any balance remaining in the Debt Service Fund shall be paid to NIFA.

Restrictions on Bondholder's Action

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 the Indenture or for the execution of any trust thereunder or for the appointment of a receiver or for any other remedy thereunder, unless (1) a default has occurred of which the Trustee has been notified as provided in the Indenture, or of which by the Indenture it is deemed to have notice; (2) such default shall have become an Event of Default and the owners of not less than 50% in aggregate principal amount of Bonds then Outstanding or, if such Event of Default is an Event of Default described in clause (a) under the caption "Events of Default" aforesaid, the owners of not less than 50% in aggregate principal amount of Bonds then Outstanding of the Series with respect to which such Event of Default has happened shall have given written notice to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers granted pursuant to the Indenture or to institute such action, suit or proceeding in their own name or names; (3) such Bondholders have offered to the Trustee indemnity as provided in the Indenture; and (4) the Trustee shall thereafter fail or refuse to exercise the powers granted pursuant to the Indenture or to institute such action, suit or proceeding in its own name. Such notification, request and offer of indemnity are in every case at the option of the Trustee condition precedent to the execution of the powers and trusts of the Indenture, and to any action or cause of action for the enforcement of the Indenture, or for the appointment of a receiver or for any other remedy thereunder.

No one or more holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of the Indenture by such holder's action or to enforce any right thereunder except in the manner therein provided. All proceedings at law or in equity shall be instituted, had and maintained in the manner therein provided and for the equal and ratable benefit of the holders of all Bonds then Outstanding, subject to the provisions of the Indenture.

Supplemental Indentures

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

(a) to close the General Indenture against, or provide limitations and restrictions in addition to the limitations and restrictions contained in the General Indenture on, the delivery of Bonds or the issuance of other evidences of indebtedness;

(b) to authorize Bonds of a Series and, in connection therewith, specify and determine the matters and things referred to in the General Indenture, and also any other matters and things relative to such Bonds which are not contrary to or inconsistent with the Indenture as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds;

(c) (i) to add to the covenants or agreements of NIFA in the Indenture other covenants or agreements to be observed by NIFA which are not contrary to or inconsistent with the Indenture as theretofore in effect or (ii) to make any change which, in the judgment of the Trustee (in reliance upon evidence that such change will not adversely affect the Rating Quality of the Bonds), is not to the material prejudice of the Bondholders;

(d) to add to the limitations or restrictions in the Indenture other limitations or restrictions to be observed by NIFA which are not contrary to or inconsistent with the Indenture as theretofore in effect;

(e) to surrender any right, power or privilege reserved to or conferred upon NIFA by the Indenture;

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

(g) to modify any of the provisions of the Indenture in any respect whatever, provided that (i) such modifications shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Supplemental Indenture shall cease to be Outstanding and (ii) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series delivered after the date of the adoption of such Supplemental Indenture and of Bonds issued in exchange therefor or in place thereof.

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

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

(2) to insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture as theretofore in effect.

Exclusive of the supplemental indentures covered above, the General Indenture provides that (a) the holders of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding at the time such consent is given and (b) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, the holders of not less than two-thirds in aggregate principal amount of the Bonds of the particular Series Outstanding affected at the time such consent is given shall have the right, from time to time, anything contained in the Indenture to the contrary notwithstanding, to consent to and approve the execution by NIFA and the Trustee of such indentures supplemental to the Indenture as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in the Indenture or in any Supplemental Indentures. Nothing shall permit, or be construed as permitting, without the consent of the holders of all Bonds Outstanding, (i) an extension of the maturity

or mandatory sinking fund redemption date of the principal of or the time for payment of the interest on any Bond issued thereunder; (ii) a reduction in the principal amount of any Bond or the rate of interest (except as otherwise provided in a Supplemental Indenture), or sinking fund redemption requirements, thereon; (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds; (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Indenture; (v) the creation of any lien other than a lien ratably securing all of the Bonds at any time outstanding thereunder; or (vi) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

For the purposes of the above, Bonds of any particular Series shall be deemed to be affected by a modification or amendment of the Indenture if the same adversely affects or diminishes the rights of the holders of Bonds of such Series. The Trustee, relying upon Counsel's opinion, may determine whether or not, in accordance with the foregoing powers of amendment, Bonds of any particular Series or maturity would be affected by a modification or amendment of the Indenture, and any such determination shall be binding and conclusive on NIFA and all holders of Bonds.

The Indenture and the rights and obligations of NIFA and the holders of the Bonds may be modified or amended in any respect upon the execution by NIFA and filing in accordance with the provisions of the General Indenture of a Supplemental Indenture of NIFA making such modification or amendment and the consent to such Supplemental Indenture by the holders of all of the Bonds then Outstanding, such consent to be given and proved as provided in the General Indenture. No such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the Trustee's written assent thereto.

In addition, NIFA may enter into an agreement with any Bondholder restricting one or more rights of such Bondholder, provided that such agreement shall affect only such Bondholder (or assigns), and such agreement shall not grant such Bondholder any rights or privileges not afforded other Bondholders.

Defeasance

If NIFA shall pay or cause to be paid, or there shall otherwise be paid or provision for payment made, to the holders of the Bonds the principal amount of, premium, if any, and interest due or to become due thereon at the times and in the manner stipulated therein, then unless there shall be delivered to the Trustee a certificate of an Authorized Officer to the contrary, the presents and the estate and rights granted by the Indenture shall cease, determine and be void, whereupon the Trustee shall cancel and discharge the lien of the Indenture, and execute and deliver to NIFA such instruments in writing as shall be requisite to release the lien of the Indenture, and reconvey, release, assign and deliver unto NIFA any and all the estate, right, title and interest in and to any and all rights or property assigned or pledged to the Trustee or otherwise subject to the lien of the Indenture, except cash held by the Trustee or any paying agent for the payment of the principal amount of, premium, if any, and interest on any Series of Bonds.

Any Bond shall be deemed to be paid for all purposes of the Indenture when payment of the principal amount of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption), either (a) shall have been made or caused to be made in accordance with the terms thereof or (b) shall have been provided by irrevocably depositing with the Trustee, in trust and irrevocably set aside exclusively for such payment (i) moneys sufficient to make such payment and/or (ii) Federal Obligations (which may be subject to redemption prior to maturity only if such terms of redemption do not adversely affect the Rating Quality of the Bonds) maturing as to principal and interest in such amount and at such time as will ensure the availability of sufficient moneys to make such payment. At such times as a Bond shall be deemed to be paid under the Indenture, as aforesaid, it shall no longer be secured by or entitled to the benefits of the Indenture, except for the purposes of any such payment from such moneys or Federal Obligations.

Notwithstanding the above, no deposit under clause (b) of the immediately preceding paragraph shall be deemed a payment of such Bonds as aforesaid until the earlier of: (i) proper notice of redemption of such Bonds shall have been previously given in accordance with the Indenture, or in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, until NIFA shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instructions to notify, as soon as practicable, the holders or owners of the Bonds, in accordance with the Indenture, that the deposit required by clause (b) above has been made with the

Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds; or (ii) the maturity of such Bonds.

Notwithstanding the foregoing, in the case of Bonds which by their terms may be redeemed prior to their stated maturity, no deposit under the second preceding paragraph shall be deemed a payment of such Bonds as aforesaid until NIFA shall have given the Trustee, in form satisfactory to the Trustee, irrevocable instruction:

- (a) stating the date when the principal amount (and premium, if any) of each such Bond is to be paid, whether at maturity or on a redemption date;
- (b) to call for redemption pursuant to the Indenture (and at such times as notice thereof may be given in accordance with the Indenture) any Bonds to be redeemed prior to maturity pursuant to (i) in the immediately preceding paragraph above; and
- (c) to mail, as soon as practicable, in the manner prescribed by the Indenture, a notice to the holders of such Bonds and to the Rating Agency that the deposit required by (b) in the second paragraph immediately preceding this paragraph has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with the Indenture and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or redemption price, if applicable, on said Bonds as specified in (i) in the immediately preceding paragraph above and, if a maturity date is stated, whether or not such Bonds continue to be subject to redemption.

All moneys so deposited with the Trustee as provided above may at the direction of NIFA also be invested and reinvested in Federal Obligations, maturing in the amounts and at the times as set forth in the Indenture, and all income from all Federal Obligations in the hands of the Trustee pursuant to the Indenture which is not required for the payment of the Bonds and interest and premium, if any, thereon with respect to which such moneys shall have been so deposited shall be deposited in the Revenue Fund as and when realized and collected for such application as are other moneys deposited in such Fund.

All moneys or Federal Obligations set aside and held in trust pursuant to the provisions of the Indenture for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Federal Obligations have been so set aside in trust.

Additional Obligations

So long as any Bonds are Outstanding, NIFA has covenanted that it will not create or permit the creation of or issue any obligations or create any additional indebtedness (other than additional Series of Bonds) which will be secured by a superior or equal charge or superior or equal lien on the Revenues and other amounts pledged under the Indenture or will be payable, on an equal or superior basis, from any of the Funds or Accounts established and created by or pursuant to the Indenture. NIFA may, however, issue evidences of indebtedness (i) secured by a pledge of Revenues that may be released from the lien of the Indenture or (ii) not issued under the Indenture.

Compensation of Trustee

The Trustee shall be entitled to, from time to time, reasonable compensation for services rendered by it under the Indenture 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 under the Indenture, provided that any such compensation or reimbursement shall be payable solely as described in paragraph *Second* above under the caption “THE INDENTURE—Establishment of Funds and Accounts—*Revenue Fund*” and any Supplemental Indenture and shall be limited, except in an Event of Default, to such amounts which shall be payable at such times as shall be set forth in a Supplemental Indenture. In an Event of Default under the Indenture, but only upon an Event of Default, the Trustee shall have a lien for its compensation

and expenses on any and all funds at any time held by it under the Indenture in the priority described above under the caption "Priority of Payments After Default."

Resignation and Removal of Trustee

The Trustee, or any successor thereof, may at any time resign and be discharged of its duties and obligations created by the Indenture by giving not less than 60 days' written notice to NIFA and delivering notice thereof to the Bondholders, specifying the date when such resignation shall take effect. The Trustee, 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 NIFA, or by NIFA (if NIFA is not in default under the Indenture), by, in the case of removal by the Bondholders, 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 NIFA and by, in the case of removal by NIFA, notice thereof to the Trustee. The resignation or removal of the Trustee shall not be effective unless a successor Trustee has been appointed and has accepted the duties of the Trustee.

Successor Trustee

In the event the Trustee shall resign or be removed or shall become incapable of acting or shall be adjudged a bankrupt or insolvent or if a receiver, liquidator or conservator of the Trustee or its property be appointed or control of the Trustee shall be taken by any public office or officer, a successor may be appointed by NIFA or the holders of a majority in principal amount of the Bonds then Outstanding. Pending such appointment, NIFA shall appoint a fiduciary to fill such vacancy until a successor trustee is appointed by the holders of the Bonds.

Limited Obligation Bonds

The Bonds are limited obligations of NIFA and are payable solely out of any Revenues derived from the operation of the Program and other amounts pledged therefor pursuant to the Indenture. All Bonds issued pursuant to the Indenture are equally and ratably secured by the lien thereof.

Bonds Not an Obligation of the State or Any Political Subdivision Thereof

The Bonds do not constitute a debt of the State or any political subdivision thereof, and neither the State nor any of its political subdivisions are liable thereon, nor in any event shall the principal and interest be payable out of any funds or properties other than all or any part of the Revenues as set forth in the Indenture. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction.

RATING OF THE OFFERED BONDS

The Offered Bonds have been assigned a rating of "AA+" by S&P. An explanation of the significance of such rating may be obtained only from S&P. cfX, NIFA's quantitative consultant, has furnished information and materials to S&P relating to NIFA and the Offered Bonds, certain of which information and materials have not been included in this Official Statement. Generally, rating agencies base their ratings on such information and materials and on investigations, studies and assumptions by the rating agencies. There is no assurance that such rating will continue for any given period of time or that one or more will not be revised downward or withdrawn entirely by S&P if, in its judgment, circumstances so warrant. Any such downward revision or withdrawal of such rating may have an adverse effect on the market price of the Offered Bonds. NIFA has not undertaken any responsibility to bring to the attention of the owners of the Offered Bonds any proposed suspension, revision or withdrawal of the rating on the Offered Bonds, except in connection with the reporting of certain events as provided in the Disclosure Certificate (defined below), or to oppose any such proposed suspension, revision or withdrawal.

TAX TREATMENT AND RELATED CONSIDERATIONS

General

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

Section 143 of the Code imposes significant limitations on the financing of single-family Mortgage Loans with the proceeds of the Offered Bonds. NIFA requires that all Mortgage Loans financed by the proceeds made available upon the issuance of the Offered Bonds satisfy these requirements, including, but not limited to, the borrower income and purchase price limitations of Section 143 of the Code.

Under the Code, the following requirements must be met with respect to each Mortgage Loan financed, in whole or in part, with the proceeds of Offered Bonds: (a) the residence being financed must reasonably be expected by NIFA to become the principal residence of the mortgagor within a reasonable time after the financing is provided, must not be intended primarily or expected to be used in a trade or business and may not be used as an investment property or as a recreational home; (b) subject to certain limited exceptions, at least 95% of the lendable proceeds of an issue, after deducting such proceeds used to make Mortgage Loans in “targeted areas,” qualified rehabilitation loans or home improvement loans and mortgage loans made to certain “veteran” borrowers (as defined in 38 U.S.C. Section 101) who have not previously obtained mortgage loans financed by single family mortgage revenue bonds, must be used to finance residences of borrowers who have not had a present ownership interest in a principal residence during the three-year period prior to the date on which the mortgage is executed; (c) the acquisition cost of the residence must not exceed certain limitations; (d) all mortgages must be made to borrowers whose income does not exceed certain limitations; (e) subject to certain limited exceptions, proceeds may not be applied to acquire or replace an existing mortgage, except for the replacement of temporary initial financing or qualified rehabilitation; and (f) a mortgage may not be assumed unless requirements (a) through (d) above are met.

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

NIFA requires the inclusion of certain provisions in the Participant loan documents and other relevant documents and has established certain procedures (including receipt of certain affidavits and warranties from lenders, borrowers and others with respect to the mortgage eligibility requirements) to ensure compliance with the Code and the related mortgage eligibility requirements and other requirements relating to nonmortgage investments which must be met subsequent to the date of issuance of the Offered Bonds. (Similar provisions were included in the lender documents, and similar procedures were established with respect to the mortgage loans represented by the Refunded Series Mortgage-Backed Securities.) NIFA has covenanted in the Indenture to do and perform all acts and things necessary or desirable in order to assure that interest paid on the Offered Bonds shall be excludable from gross income for federal income tax purposes. NIFA believes that the procedures and documentation requirements

established for the purpose of fulfilling its covenant are sufficient to ensure that the proceeds of the Offered Bonds will be applied in accordance with the Code.

Opinion of Bond Counsel

In the opinion of Kutak Rock LLP, Bond Counsel, under existing laws, regulations, rulings and judicial decisions: (i) interest on the Offered Bonds is excluded from gross income for federal income tax purposes; (ii) interest on the 2019 Series D Bonds is not a specific preference item in calculating the federal alternative minimum tax; and (iii) interest on the 2019 Series E Bonds is a specific preference item in calculating the federal alternative minimum tax. The opinion described above assumes the accuracy of certain representations and compliance by NIFA with covenants designed to satisfy the requirements of the Code that must be met subsequent to the issuance of the Offered Bonds. Failure to comply with such requirements could cause interest on the Offered Bonds to be included in gross income for federal income tax purposes retroactive to the date of issuance of the Offered Bonds. NIFA has covenanted to comply with such requirements.

In the further opinion of Bond Counsel, under the existing laws of the State, including the NIFA Act, interest on the Offered Bonds is exempt from State income taxation.

Bond Counsel has expressed no opinion regarding other federal or State tax consequences arising with respect to the Offered Bonds. The form of the opinion of Bond Counsel with respect to the Offered Bonds is attached hereto as Appendix F.

The accrual or receipt of interest on the Offered Bonds may otherwise affect the federal income tax liability of the owners of the Offered Bonds. The extent of these other tax consequences will depend upon such owner's particular tax status and other items of income or deduction. Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Offered Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of social security or railroad retirement benefits, taxpayers otherwise entitled to claim the earned income credit, taxpayers entitled to claim the refundable credit in Section 36B of the Code for coverage under a qualified health plan, or taxpayers who may be deemed to have incurred or continued indebtedness to purchase or carry tax-exempt obligations, should consult their tax advisors as to the tax consequences of purchasing, owning or selling the Offered Bonds.

Original Issue Premium

The PAC Bonds are expected to be sold at initial public offering prices that are greater than the respective stated amounts to be paid at maturity and constitute "**Premium Bonds**." An amount equal to the excess of the issue price of a Premium Bond over its stated redemption price at maturity constitutes premium on such Premium Bond. An initial purchaser of a Premium Bond must amortize any premium over the term of such Premium Bond using constant yield principles, based on the purchaser's yield to maturity (or, in the case of a Premium Bond callable prior to its maturity, by amortizing the premium to the call date, based on the purchaser's yield to the call date and giving effect to any call premium). As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed. Purchasers of a Premium Bond should consult with their tax advisors with respect to the determination and treatment of amortizable premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Backup Withholding

As a result of the enactment of the Tax Increase Prevention and Reconciliation Act of 2005, interest on tax-exempt obligations such as the Offered Bonds is subject to information reporting in a manner similar to interest paid on taxable obligations. Backup withholding may be imposed on payments made after March 31, 2007 to any bondholder who fails to provide certain required information including an accurate taxpayer identification number to any person required to collect such information pursuant to Section 6049 of the Code. This reporting requirement

does not in and of itself affect or alter the excludability of interest on the Offered Bonds from gross income for federal income tax purposes or any other federal tax consequence of purchasing, holding or selling tax-exempt obligations.

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 above or adversely affect the market value of the Offered Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it 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 Offered 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 Offered Bonds or the market value thereof would be impacted thereby. Purchasers of the Offered Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Offered Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

UNDERWRITING

The Offered Bonds are being purchased by J.P. Morgan Securities LLC (“JPMS”), Ameritas Investment Corp., D.A. Davidson & Co., and First National Capital Markets, Inc. (collectively, the “**Underwriters**”) pursuant to a bond purchase agreement in which the Underwriters have agreed, subject to certain conditions, to purchase the Offered Bonds at a price equal to \$ _____ (par amount of the Offered Bonds \$ _____, plus original issue premium equal to \$ _____) plus accrued interest, if any. The bond purchase agreement provides that the Underwriters shall purchase the Offered Bonds in the aggregate stated principal amount thereof if any Offered Bonds are purchased. The Underwriters are being compensated \$ _____ in consideration of their purchase of the Offered Bonds.

The initial offering prices of the Offered Bonds purchased by the Underwriters may be changed from time to time by the Underwriters. The Underwriters may offer and sell the Offered Bonds to certain dealers (including dealers depositing Offered Bonds into an investment trust) and others at prices lower than the prices stated on the inside cover page hereof.

JPMS, one of the Underwriters of the Offered Bonds, has entered into a negotiated dealer agreement (the “**Dealer Agreement**”) with Charles Schwab & Co., Inc. (“**CS&Co.**”) for the retail distribution of certain securities offerings, at the original issue prices. Pursuant to the Dealer Agreement, CS&Co. may purchase Offered Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any Offered Bonds that CS&Co. sells.

JPMS and its affiliates together comprise a full service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, finance and brokerage civilities. JPMS and its affiliates may have, from time to time, performed and may in the future perform, various investment banking services for NIFA for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, JPMS and its 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 its own account and for the accounts of its customers and may at any time hold long and short positions in such securities and instruments. Such investment securities activities may involve securities and instruments of NIFA.

None of the Underwriters is acting as financial advisor to NIFA in connection with the offer and sale of the Offered Bonds.

QUANTITATIVE CONSULTANT

cfX serves as NIFA's quantitative consultant pursuant to an engagement agreement. Subject to the terms of such engagement agreement, cfX will provide certain quantitative work products to NIFA and the Trustee to be utilized in connection with their respective operating obligations under the Indenture. Each such work product will be based on certain information provided to cfX by NIFA and the Trustee and other third party sources as believed by cfX to be reliable, certain assumptions provided to cfX by NIFA and certain instructions from Bond Counsel. cfX will make no representation with respect to the accuracy of such information or as to the reasonableness of such assumptions and instructions. cfX is not obligated to undertake and has not undertaken to make an independent verification or to assume responsibility for the accuracy, completeness or fairness of the information contained in this Official Statement and is not obligated to review or ensure compliance with continuing disclosure undertakings. cfX has registered with the Securities and Exchange Commission and the Municipal Securities Rulemaking Board as a Municipal Advisor.

LITIGATION

At the time of delivery of and payment for the Offered Bonds, NIFA will certify that, to its knowledge, no litigation or other proceedings are pending or threatened in any agency, court or tribunal, state or federal, restraining or enjoining or seeking to restrain or enjoin the issuance, sale, execution or delivery of any of the Offered Bonds, in any way questioning or affecting the validity of any provision of the Offered Bonds, the Indenture and certain related documents, in any way questioning or affecting the validity of any of the proceedings or authority for the authorization, sale, execution or delivery of the Offered Bonds or of any provision, program or transactions made or authorized for their payment, or questioning or affecting the organization or existence of NIFA or the title of any of its officers to their respective offices.

APPROVAL OF LEGALITY

The approving opinion of Kutak Rock LLP, Omaha, Nebraska, Bond Counsel and General Counsel to NIFA, in substantially the form attached to this Official Statement as Appendix F, will be delivered upon the issuance of the Offered Bonds. Certain matters will be passed upon for the Underwriters by Sherman & Howard L.L.C., Denver, Colorado.

Each of the law firms noted under this caption may have acted as bond counsel and/or may have represented, or be representing, NIFA or the Underwriters in capacities different from those described herein.

INDEPENDENT AUDITORS

The financial statements of NIFA as of June 30, 2018 and 2017, and for the years then ended, included in Appendix B to this Official Statement, have been audited by KPMG LLP, independent auditors, as stated in their report appearing in Appendix B. The auditors' report includes qualifications for NIFA's presentation of securitized mortgage loans at amortized cost, rather than at fair value, and does not report commitments to purchase securitized loans at fair value, both as are required by U.S. generally accepted accounting principles.

LEGAL INVESTMENT

The NIFA Act provides, in part, that, with respect to entities governed by State law, the Offered Bonds are legal investments in which all insurance companies and associations and other persons carrying on an insurance business, all banks, bankers, banking associations, trust companies, savings associations, savings and loan associations, building and loan associations, investment companies, and all other persons carrying on a banking business, all administrators, guardians, executors, trustees, personal representatives and other fiduciaries, and other persons who are now or may be later authorized to invest in bonds or in other obligations of the State, may invest funds, including capital, in their control or belonging to them. The NIFA Act further provides that the Offered Bonds are securities which may be deposited with and received by all public officers and bodies of the State or any agency or political subdivision of the State and all municipalities and public corporations for any purpose for which the deposit of bonds or other obligations of the State is now or may be later authorized by law.

CONTINUING DISCLOSURE

Pursuant to the terms of a Continuing Disclosure Certificate with respect to the Offered Bonds (the “**Disclosure Certificate**”), NIFA will send or cause to be sent to the Municipal Securities Rulemaking Board (the “**MSRB**”) through its Electronic Municipal Market Access system, certain financial information and operating data and notices of certain events, pursuant to the requirements of Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, by the Securities and Exchange Commission (the “**Rule**”). A copy of the Disclosure Certificate, in substantially the form expected to be executed by NIFA, is attached to this Official Statement as Appendix G.

A failure by NIFA to comply with the Disclosure Certificate will not constitute a default under the Indenture, although bondholders will have any available remedy at law or in equity, including seeking mandate or specific performance by court order to cause NIFA to comply with its obligations under the Disclosure Certificate. Any such failure must be reported in accordance with the Rule and must be considered by any broker, dealer or municipal securities dealer before recommending the purchase or sale of the Offered Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Offered Bonds and their market price.

ADDITIONAL INFORMATION

THE OFFERED BONDS ARE SPECIAL, LIMITED OBLIGATIONS AND ARE NOT GENERAL OBLIGATIONS OF NIFA. THE OFFERED BONDS ARE PAYABLE SOLELY OUT OF REVENUES DERIVED FROM THE OPERATION OF THE PROGRAM AND OTHER AMOUNTS PLEDGED THEREFOR PURSUANT TO THE INDENTURE AND ARE NOT PAYABLE FROM AMOUNTS PLEDGED TO THE PRIOR SINGLE FAMILY PROGRAMS, OTHER BOND PROGRAMS, THE FUNDS AND ACCOUNTS WHICH SECURE THE PRIOR SINGLE FAMILY PROGRAMS, OTHER BOND PROGRAMS OR THE GENERAL ASSETS OR RESOURCES OF NIFA. NIFA HAS NO TAXING POWER.

All of the foregoing summaries of the NIFA Act, the Indenture and the Program Agreements are made subject to all of the provisions of the NIFA Act and such documents and these summaries do not purport to be complete statements of such provisions. Reference is hereby made to the NIFA Act and such documents for further information in connection therewith. Copies of the aforementioned documents may be examined at the office of NIFA in Lincoln, Nebraska.

Pursuant to the General Indenture, NIFA has covenanted to annually, within 120 days after the close of each Fiscal Year, cause a report of audit of its financial records and an Accountant’s Certificate with respect thereto to be made. The report shall show (a) revenues and expenses for the Fiscal Year and (b) assets, liabilities and fund balances at the end of the Fiscal Year, including all Funds and Accounts established by the Indenture (which may be consolidated). Such audit reports and Accountant’s Certificates are currently available at NIFA’s websites at <http://www.nifa.org> and <https://spending.nifa.org>.

The agreements of NIFA with holders of the Offered Bonds are fully set forth in the Indenture, and neither any advertisement of the Offered Bonds nor this Official Statement is to be construed as a contract with the purchasers of the Offered Bonds. Any statements herein involving matters of opinion or estimates, whether or not expressly so stated, are intended merely as such and not as representations of fact.

NEBRASKA INVESTMENT FINANCE AUTHORITY

By _____
Executive Director

APPENDIX A

SUMMARY OF CERTAIN MORTGAGE INSURANCE AND SECURITY GUARANTY PROGRAMS

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 NIFA 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 USDA/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, NIFA 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 NIFA 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. Assignment of a defaulted loan to FHA is not permitted. Under some of the FHA insurance programs, insurance claims are paid by FHA in cash unless the insured specifically requests payment in debentures issued by FHA. Under others, 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) in effect under FHA regulations on the date the FHA mortgage insurance commitment was issued, or as of the initial insurance endorsement of the mortgage loan, whichever rate is higher.

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 NIFA to purchase Mortgage Loans or Mortgage-Backed 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 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; (iv) for loans greater than \$144,000 to \$484,350, 25% of the loan amount; and (v) for loans greater than \$484,350, the maximum guaranty is generally 25% of the Fannie Mae loan limit. 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, ("USDA/RD"). A USDA/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 USDA/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 USDA/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 NIFA. "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 USDA/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. USDA/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 95% 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 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.

GNMA and the GNMA Securities

General. The summary of the GNMA Program, GNMA Securities and other documents referred to herein does not purport to be comprehensive and is qualified in its entirety by reference to the GNMA Guide (copies of which may be obtained from GNMA at the Office of Mortgage-Backed Securities, 451 Seventh Street, S.W., Washington, D.C. 20410) and to the GNMA Securities and other documents for full and complete statements of their provisions.

GNMA 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.

GNMA 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 USDA/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 GNMA."

There are two GNMA MBS programs, GNMA I and GNMA II. Any GNMA Security acquired pursuant to the Program will be a "fully modified pass-through" security (guaranteed by GNMA pursuant to its GNMA I or GNMA 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, GNMA, 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 GNMA, with no limitations as to amount, to perform its obligations under its guaranty of the timely payment of the principal of and interest on the GNMA Security. The Treasury Department is authorized to purchase any obligations so issued by GNMA and has indicated in a letter, dated February 13, 1970, from the Secretary of the

Treasury to the Secretary of HUD, that the Treasury Department will make loans to GNMA, if needed, to implement the aforementioned guaranty.

Under the terms of its guaranty, GNMA also warrants to the holder of the GNMA Security that, in the event GNMA is called upon at any time to make payment on its guaranty of the principal of and interest on the GNMA 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.

GNMA 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 Bonds may be exempt from federal income taxation. The payments due to the Trustee, as holder, pursuant to the terms of the GNMA Securities, will not change if the interest on the 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 GNMA, the servicer is responsible for servicing and otherwise administering the mortgage loans underlying the GNMA Securities in accordance with generally accepted practices of the mortgage banking industry and the GNMA Servicer's Guide (the "GNMA Guide").

The monthly remuneration of the servicer, for its servicing and administrative functions, and the guaranty fee charged by GNMA are based on the unpaid principal amount of the GNMA Securities outstanding. The GNMA 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 GNMA Security).

It is expected that interest and principal payments on the mortgage loans underlying the GNMA Securities received by the servicer will be the source of payments on the GNMA 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 GNMA Securities. GNMA 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 GNMA in advance of any impending or actual default on scheduled payments so that GNMA, 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 GNMA.

Default by Servicer. In the event of a default by the servicer, GNMA 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 GNMA Securities, and such mortgage loans shall thereupon become the absolute property of GNMA, subject only to the unsatisfied rights of the owner of the GNMA Security. In such event, GNMA 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 GNMA Guide.

Payment of Principal and Interest on the GNMA Securities. Under the GNMA I Program, the servicer makes separate payments, by the fifteenth day of each month, directly to each owner of GNMA Securities for each of the GNMA Securities held.

Payment of principal of each GNMA I Security and GNMA II Security is expected to commence on the fifteenth and twentieth day of the month, respectively, following issuance of such GNMA Security.

Each installment on a GNMA Security is required to be applied first to interest and then in reduction of the principal balance then outstanding on the GNMA Security. Interest is to be paid at the specified rate on the unpaid portion of the principal of the GNMA Security. The amount of principal due on the GNMA 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 GNMA 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 GNMA Security monthly installments of not less than the interest due on the GNMA Security at the rate specified in the GNMA 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 GNMA Security.

Fannie Mae and the Fannie Mae Securities

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 Mortgage-Backed Securities Program. Fannie Mae (formerly the Federal National Mortgage Association) 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 Agency (“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. As of June 3, 2019, each Fannie Mae Security will be a Uniform Mortgage-Backed Security (“UMBS”). 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.

FHLMC and FHLMC Certificates

General. The summary of the Federal Home Loan Mortgage Corporation (“FHLMC”), the FHLMC Guarantor Program, FHLMC Certificates and FHLMC’s mortgage purchase and servicing standards does not purport to be complete and is qualified in its entirety by reference to FHLMC’s current Mortgage Participation Certificates Offering Circular, any applicable Offering Circular and Pool Supplements, FHLMC’s current Mortgage Participation Certificates Agreement, as amended, FHLMC’s Information Statement, any Information Statement Supplements and any other documents made available by FHLMC. Copies of these documents can be obtained from FHLMC at 8200 Jones Branch Drive, McLean, Virginia 22102. At the time of printing this Official Statement, the documents mentioned above and general information regarding FHLMC can be accessed at <http://www.freddiemac.com>. However, NIFA makes no representation regarding the content, accuracy or availability of any such document or any information provided at such web site. Such web site is not part of this Official Statement.

FHLMC 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 “FHLMC Act”). FHLMC is subject to the supervision and regulation of the Federal Housing Finance Agency (“FHFA”) to the extent provided in HERA. The FHFA has placed FHLMC into conservatorship.

THE SECURITIES OF FHLMC 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 FHLMC.

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

FHLMC’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 FHLMC 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 “FHLMC Certificates”). FHLMC generally matches its purchases of mortgages with sales of FHLMC Certificates. Mortgages retained by FHLMC are financed with short- and long-term debt and equity capital.

FHLMC Certificates. As of June 3, 2019, each FHLMC Certificate will be a Uniform Mortgage-Backed Security (“UMBS”). Each FHLMC Certificate which qualifies as a Mortgage-Backed Security under the General 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. FHLMC guarantees to each registered holder of an FHLMC 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 FHLMC Certificates (less servicing and guarantee fees aggregating the excess of the interest on such mortgage loans over the FHLMC Certificates’ pass-through rate), whether or not such amount is actually received. With respect to certain FHLMC Certificates, FHLMC 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 FHLMC Certificates, FHLMC 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. FHLMC Certificates may also include those FHLMC Certificates (the “Fully Guaranteed FHLMC Certificates”) as to which FHLMC has guaranteed the timely payment of the holder’s proportionate interest in scheduled principal payments on the underlying mortgage loans, as calculated by FHLMC.

THE OBLIGATIONS OF FHLMC UNDER ITS GUARANTEES ARE OBLIGATIONS SOLELY OF FHLMC AND ARE NOT BACKED BY, OR ENTITLED TO, THE FULL FAITH AND CREDIT OF THE UNITED STATES OF AMERICA. IF FHLMC WERE UNABLE TO SATISFY SUCH OBLIGATIONS, DISTRIBUTIONS TO THE REGISTERED HOLDERS OF FHLMC CERTIFICATES WOULD CONSIST SOLELY OF PAYMENTS AND OTHER RECOVERIES ON THE UNDERLYING MORTGAGE LOANS AND, ACCORDINGLY, MONTHLY DISTRIBUTIONS TO THE HOLDERS OF FHLMC CERTIFICATES WOULD BE AFFECTED BY DELINQUENT PAYMENTS AND DEFAULTS ON SUCH MORTGAGE LOANS.

Conforming Loan Limits. The FHLMC Act limits the maximum original principal amount of single-family mortgages that FHLMC may purchase. These limits are referred to as “conforming loan limits.” For loans delivered during 2019, FHLMC’s conforming loan limit for a first lien conventional single-family mortgage is \$484,350 for a one-family dwelling in Nebraska. The conforming loan limit for second-lien mortgages is 50 percent

of the limit for first-lien mortgages on one-family dwellings. When FHLMC purchases both the first-lien and second-lien mortgage on the same property, the FHLMC Act provides that the total amount FHLMC may purchase may not exceed the applicable conforming loan limit.

The FHLMC Act also prohibits FHLMC 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 FHLMC 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 FHLMC generally are subject to the credit, appraisal, underwriting and other purchase policies and guidelines set forth in FHLMC's *Single-Family Seller/Servicer Guide*. FHLMC may modify these guidelines or grant waivers for certain mortgages that it purchases.

Servicing of the Mortgages. FHLMC services or supervises the servicing of the mortgages it purchases. In performing its servicing responsibilities, FHLMC 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. FHLMC monitors a servicer's performance through periodic and special reports and inspections to ensure it complies with its obligations. FHLMC will retain from monthly interest payments on each mortgage a management and guarantee fee, which equals any interest received by FHLMC from the servicer over the amount of interest payable to holders of the FHLMC Certificate.

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 NIFA; the coverage provided thereby must meet the requirements, if applicable, of FHA, VA, USDA/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 Nebraska, and the policy must contain a standard mortgagee clause naming NIFA as an insured and provide notice to NIFA at least 10 days in advance of the effective date of any reduction in coverage or cancellation of the policy.

Unless the servicer maintains a mortgagee single-interest hazard insurance policy (with NIFA 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, the mortgagor will be required to escrow hazard insurance premiums on a monthly basis with the servicer, and the servicer will retain possession of the insurance policy and be responsible for assuring that such insurance is in force and effect.

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 Nebraska 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 NIFA, 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 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.

Participant’s Obligations Regarding Insurance. The servicer of Mortgage Loans is required to use its best efforts to maintain in effect, or to require the mortgagor to maintain, the primary hazard and flood insurance required under the Program on all residences as long as the Bonds are outstanding. In addition, the servicer is obligated to perform its duties in a manner which will preserve all claims against insurers.

Errors and Omissions Insurance; Fidelity Insurance; Theft and Forgery Insurance. The Master 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 Master 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. NIFA is unable to determine whether the provisions of the SCRA will affect the willingness of any Participant to originate Mortgage Loans or the willingness of the Servicer to perform its obligations under the Origination Agreement and the Servicing Agreement. NIFA is unable to predict whether the SCRA will have any adverse effect on NIFA’s ability to pay debt service on the Bonds or whether the provisions of the SCRA may be modified in the future.

APPENDIX B

**NEBRASKA INVESTMENT FINANCE AUTHORITY AUDITED FINANCIAL STATEMENTS
AS OF JUNE 30, 2018 AND JUNE 30 2017, AND FOR THE YEARS THEN ENDED**

APPENDIX C

SCHEDULE OF OUTSTANDING INDEBTEDNESS OF THE NEBRASKA INVESTMENT FINANCE AUTHORITY

1994 General Indenture

The following table shows the principal amount of limited obligation indebtedness outstanding as of June 30, 2019 under the General Indenture of Trust dated July 1, 1994, as supplemented (the “General Indenture”). Certain of the Bond Series listed below are expected to be refunded with the proceeds of the Offered Bonds. See Appendix D-2.

	Date of Issue	Final Maturity	Amount of Issue and Interest Rate	Amount Outstanding
GENERAL INDENTURE:				
Single Family Housing Revenue Bonds, 2010				
Series A (Non AMT)	December 29, 2010	September 1, 2045	\$196,425,000 5.00%	\$2,275,000
Single Family Housing Revenue Bonds, 2013				
Series A (Non AMT)	May 30, 2013	March 1, 2043	\$85,525,000 1.95-3.60%	\$45,670,000
Series B (AMT)	May 30, 2013	March 1, 2020	\$14,475,000 2.15-2.40%	\$1,130,000
Single Family Housing Revenue Bonds, 2013				
Series C (Non AMT)	August 29, 2013	September 1, 2043	\$75,000,000 3.55-4.50%	\$23,730,000
Series D (AMT)	August 29, 2013	September 1, 2023	\$25,000,000 2.95-4.00%	\$11,595,000
Single Family Housing Revenue Bonds, 2013				
Series E (Non AMT)	November 26, 2013	September 1, 2043	\$60,000,000 2.35-3.65%	\$12,435,000
Series F (Variable Rate-AMT) ¹	November 26, 2013	March 1, 2038	\$33,865,000 Variable Rate ²	\$29,500,000
Single Family Housing Revenue Bonds, 2014				
Series A (Non AMT)	August 28, 2014	September 1, 2044	\$65,000,000 1.70-4.00%	\$21,820,000

¹ A portion of which is to be redeemed with proceeds of the Offered Bonds on or about October 30, 2019.

² Variable rate remarketed weekly.

	Date of Issue	Final Maturity	Amount of Issue and Interest Rate	Amount Outstanding
Series B (Variable Rate-AMT) ¹	August 28, 2014	September 1, 2038	\$35,000,000 Variable Rate ²	\$31,175,000
Single Family Housing Revenue Bonds, 2015				
Series A (Non AMT)	May 14, 2015	September 1, 2045	\$65,000,000 1.60-3.85%	\$46,310,000
Series B (Variable Rate-AMT) ¹	May 14, 2015	September 1, 2038	\$35,000,000 Variable Rate ²	\$31,510,000
Single Family Housing Revenue Bonds, 2015				
Series C (Non AMT)	September 30, 2015	September 1, 2045	\$90,000,000 1.50-3.90%	\$65,970,000
Series D (Variable Rate-AMT) ¹	September 30, 2015	September 1, 2032	\$35,000,000 Variable Rate ²	\$29,980,000
Single Family Housing Revenue Bonds, 2016				
Series A (Non AMT)	April 27, 2016	September 1, 2046	\$90,000,000 1.15-3.50%	\$72,420,000
Series B (Variable Rate-AMT) ¹	April 27, 2016	September 1, 2032	\$30,000,000 Variable rate ²	\$26,195,000
Single Family Housing Revenue Bonds, 2016				
Series C (Non AMT)	November 30, 2016	September 1, 2046	\$101,010,000 1.15-3.50%	\$88,035,000
Series D (Variable Rate-AMT)	November 30, 2016	September 1, 2032	\$28,990,000 Variable rate ²	\$25,840,000
Single Family Housing Revenue Bonds, 2017				
Series A (Non AMT)	September 30, 2017	September 1, 2032	\$30,850,000 1.40-3.125%	\$30,235,000
Series B (AMT)	September 30, 2017	March 1, 2040	\$41,845,000 1.30-3.50%	\$35,495,000
Series C (Variable Rate-AMT)	September 30, 2017	September 1, 2047	\$44,150,000 Variable rate ²	\$44,150,000

¹ A portion of which is to be redeemed with proceeds of the Offered Bonds on or about October 30, 2019.

² Variable rate remarketed weekly.

	Date of Issue	Final Maturity	Amount of Issue and Interest Rate	Amount Outstanding
Single Family Housing Revenue Bonds, 2018				
Series A (Non AMT)	March 28, 2018	September 1, 2048	\$73,120,000 1.55-4.00%	\$69,575,000
Series B (Variable Rate-AMT)	March 28, 2018	March 1, 2048	\$32,000,000 Variable rate ²	\$32,000,000
Single Family Housing Revenue Bonds, 2018				
Series C (Non AMT)	August 29, 2018	September 1, 2048	\$171,045,000 1.60-4.00%	\$168,480,000
Series D (Variable Rate-AMT)	August 29, 2018	September 1, 2048	\$46,615,000 Variable rate ²	\$46,615,000
Single Family Housing Revenue Bonds, 2019				
Series A (Non AMT)	April 30, 2019	March 1, 2047	\$108,345,000 1.60-3.70%	\$108,345,000
Series B (AMT)	April 30, 2019	September 1, 2049	\$38,960,000 4.00%	\$38,960,000
Series C (Variable Rate-Non AMT)	April 30, 2019	September 1, 2049	\$41,045,000 Variable rate ²	\$41,045,000
TOTAL GENERAL INDENTURE INDEBTEDNESS AT PAR				\$1,180,490,000
UNAMORTIZED ORIGINAL ISSUE PREMIUM				\$12,150,409
TOTAL GENERAL INDENTURE INDEBTEDNESS				\$1,192,640,409

SUMMARY OF GENERAL INDENTURE INDEBTEDNESS (as of June 30, 2019)

Description	Amount	% of Total
Fixed Rate Debt	\$842,480,000	71.37%
Variable Rate Debt	<u>\$338,010,000</u>	<u>28.63%</u>
Total	\$1,180,490,000	100.00%

² Variable rate remarketed weekly.

GENERAL INDENTURE VARIABLE RATE INDEBTEDNESS AND RELATED HEDGES (as of June 30, 2019)

Description	Balance	% of Total
Interest Rate Swap with The Bank of New York Mellon	\$96,575,000	28.57%
Interest Rate Swap with Royal Bank of Canada	76,170,000	22.53%
Interest Rate Swap with Barclays Bank plc	43,375,000	12.83%
No Interest Rate Swap	<u>121,890,000</u>	<u>36.07%</u>
Total General Indenture Variable Rate Debt	\$338,010,000	100.00%

OTHER INDEBTEDNESS

At June 30, 2019, NIFA also had the following principal amounts of general and limited obligation indebtedness outstanding which is not secured by the General Indenture or the 1998 G.O. Indenture:

Program	Balance
Homeownership Revenue Bonds	\$35,955,000
Housing Revenue Bonds	11,174,900
Agricultural Finance Program Limited Obligation Bonds	16,604,500
Development Finance Program Limited Obligation Bonds (including industrial, manufacturing and commercial)	-0-
Multifamily Housing Program Limited Obligation Bonds	56,604,200
Healthcare Finance Program Limited Obligation Bonds	<u>10,933,400</u>
Total	\$131,272,000

APPENDIX D-1

SUMMARY OF THE PROGRAM FINANCED WITH THE BONDS

The following information sets forth, in reverse chronological order, certain particulars of the Program (which includes Mortgage Loans and Mortgage-Backed Securities financed with proceeds of the Bonds or other amounts available in the Funds and Accounts of the Indenture). However, this information should *not* be considered predictive of the payment and prepayment experience of the Mortgage Loans and Mortgage-Backed Securities in the Program:

As of June 30, 2019	Original Expended Bond Proceeds	Recycling and Other Funds Expended	Weighted Avg Pass Through Interest Rate	Principal Outstanding			(3) Percentage 90 or More Days Delinquent (Including Foreclosure)
				Whole Mortgage Loans	Mortgage- Backed Securities	(2) Community Program Loans	
Series 2019 ABC	173,098,128	-0-	3.94%	-0-	132,446,237	-0-	0.42%
Series 2018 CD	200,666,393	472,255	3.82%	-0-	192,687,098	-0-	0.36%
Series 2018 AB	93,667,600	1,222,234	3.33%	-0-	87,383,121	-0-	0.47%
Series 2017 ABC	103,382,133	3,620,523	3.39%	-0-	92,941,287	-0-	0.63%
Series 2016 CD	127,001,054	9,790,638	3.01%	-0-	108,088,449	-0-	0.64%
Series 2016 AB	116,091,640	11,100,452	3.35%	-0-	93,625,810	-0-	0.86%
Series 2015 CD	121,012,757	10,674,240	3.15%	-0-	91,899,113	-0-	0.61%
Series 2015 AB	95,461,246	19,167,547	3.43%	-0-	69,052,957	-0-	0.94%
Series 2014 AB	97,831,258	23,805,442	3.51%	-0-	71,655,228	-0-	1.00%
Series 2013 EF	88,778,897	21,647,329	3.21%	-0-	60,669,578	-0-	0.59%
Series 2013 CD	102,004,098	16,381,561	2.73%	-0-	59,611,358	-0-	1.20%
Series 2013 AB	102,465,844	19,378,911	3.03%	-0-	57,879,584	-0-	0.57%
Retired Series(1)	3,626,949,069	546,496,685	3.95%	<u>1,353,860</u>	<u>235,908,105</u>	<u>19,124,751</u>	0.62%
TOTAL GENERAL INDENTURE				<u>\$1,353,860</u>	<u>\$1,353,847,925</u>	<u>\$19,124,751</u>	

- (1) Represents Mortgage Loans and Mortgage-Backed Securities financed with Bonds which are no longer outstanding. Such Mortgage Loans and Mortgage-Backed Securities remain pledged under the General Indenture. A portion of the principal payments and prepayments received on these Mortgage Loans and Mortgage-Backed Securities are dedicated to the payment of certain term bonds. (See D-6 of this Appendix D.)
- (2) Community Program Loans represent a.) Mortgage Loans (both first and second Mortgage Loans) originated by certain nonprofit entities (such as Habitat for Humanity of Omaha), and b.) Second Mortgage Homebuyer Assistance Loans ("HBA Loans") the proceeds of which are loaned for down payment and closing cost assistance in connection with first Mortgage Loans financed under the General Indenture. Community Program Loans do not have mortgage insurance or guarantees. HBA Loans allocated to the Retired Series bear no interest and under certain circumstances are forgivable. HBA loans allocated to the Retired Series bear interest at rates ranging from 1.0% to 7.3% with maturities from 7 to 10 years.
- (3) Information does not include Community Program Loans.

Unexpended Bond Proceeds

While Bonds issued by NIFA under the General Indenture are subject to redemption from unexpended original proceeds of such bonds, NIFA has not redeemed any Bonds from unexpended original proceeds under the General Indenture. See D-1-3 of this Appendix D which sets forth the principal amount of Mortgage-Backed Securities or originated Mortgage Loans held by NIFA or the Master Servicer (to be delivered to the Trustee in future months or otherwise available to be delivered to the Trustee), the principal amount of Mortgage Loans closed (to be delivered to the Master Servicer in future months or otherwise available to be delivered to the Master Servicer), and the principal amount of Mortgage Loan reservations taken by NIFA.

Prepayments / Cross Calling

Loan Prepayments held under the General Indenture are either applied to the purchase of new Mortgage-Backed Securities or to the redemption of Bonds. Except as otherwise set forth in a Supplemental Indenture, Prepayments and excess revenues received from any Series listed above are available to call any series of Bonds under the General Indenture. NIFA makes determinations regarding redemptions based on a number of factors, including relative interest rates, anticipated maturity lengths and overall bond and mortgage portfolio management. As part of NIFA's active management of its Bond and

mortgage portfolios, the methodology used in connection with its debt service payments and redemptions on any payment date may or may not be used in connection with future redemptions. As permitted under the General Indenture, NIFA reserves the right to alter its methodology for redeeming Bonds to further optimize the financing of Mortgage Loans and Mortgage-Backed Securities as part of the Single Family Program.

See D-3 of this Appendix D for a list of CUSIP numbers for MBSs pledged to the General Indenture as of June 30, 2019.

Information on pages D-1-2 through D-1-3 includes the following categories at June 30, 2019:

Category	Principal Outstanding	% of Total	% 90 or more days delinquent
GNMA Mortgage-Backed Securities, at par	\$707,750,774	52.22%	0.95%
Fannie Mae Mortgage-Backed Securities, at par	645,608,643	47.64%	0.22%
Freddie Mac Mortgage-Backed Securities, at par	488,508	0.04%	0.00%
Whole Mortgage Loans, at par ^{1,2}	<u>1,353,860</u>	<u>0.10%</u>	<u>1.19%</u>
Total³	\$1,355,201,785	100.00%	0.64%

¹ All Whole Mortgage Loans (1st Mortgage Loans) are either (i) insured by FHA, (ii) guaranteed by USDA/RD or (iii) guaranteed by VA.

² Excludes Community Program Loans.

³ In addition to the categories of loans and Mortgage-Backed Securities listed above, NIFA also had outstanding, as of June 30, 2019, Community Program Loans in the aggregate principal amount of \$19,124,751. Such Community Program Loans do not have mortgage insurance or guaranties and most are subordinate to preexisting first liens; for purposes of cash flow analysis, these loans are assumed to have no probability of repayment and are not considered as assets of the Program.

Ongoing NIFA Single Family Program

The following sets forth as of June 30, 2019, the principal amount of Mortgage-Backed Securities held by NIFA in its general operating fund and/or credited thereto, the principal amount of originated Mortgage Loans held by the Master Servicer, the principal amount of Mortgage Loans closed but not yet held by the Master Servicer and the principal amount of Mortgage Loan reservations taken by NIFA. (See Note 1.)

Mortgage Loan Interest Rate	Mortgage-Backed Securities Held by NIFA	Whole Mortgage Loans Held by Master Servicer	Whole Mortgage Loans Closed But Not Yet Held by Master Servicer	Mortgage Loan Reservations Taken by NIFA	Total
3.250%	\$-0-	\$ -0-	\$ -0-	\$ 1,395,000	\$ 1,395,000
3.375%	-0-	-0-	74,000	148,000	222,000
3.500%	-0-	1,693,000	650,000	6,539,000	8,882,000
3.625%	-0-	-0-	162,000	1,371,000	1,533,000
3.750%	-0-	3,429,000	2,338,000	15,299,000	21,066,000
3.875%	-0-	-0-	819,000	4,079,000	4,898,000
4.000%	-0-	9,502,000	4,668,000	14,807,000	28,977,000
4.125%	-0-	81,000	187,000	3,112,000	3,380,000
4.250%	-0-	5,341,000	4,471,000	11,462,000	21,274,000
4.375%	-0-	281,000	192,000	2,499,000	2,972,000
4.500%	-0-	5,529,000	3,006,000	3,735,000	12,270,000
4.625%	-0-	236,000	-0-	118,000	354,000
4.750%	-0-	384,000	163,000	-0-	547,000
4.875%	-0-	310,000	-0-	130,000	440,000

5.000%	-0-	-0-	172,000	50,000	222,000
5.250%	-0-	165,000	-0-	-0-	165,000
TOTAL	\$-0-	\$26,951,000	\$16,902,000	\$64,744,000	\$108,597,000

Note 1 NIFA expects that approximately \$65,000,000 of the amount initially deposited in the Series 2019 D/E Mortgage Loan Fund Account will be used to acquire Mortgage-Backed Securities on or about the Date of Delivery of the Offered Bonds. NIFA expects to use substantially all of the remainder of the amounts in the Series 2019 D/E Mortgage Loan Fund Account (excluding any moneys initially deposited therein to refund the Refunded Prior Series Bonds) to purchase Series 2019 D/E Mortgage-Backed Securities on or before April 30, 2020.

OTHER HOUSING PROGRAMS OF NIFA

Single Family

NIFA's single-family program was established by its predecessor, the Nebraska Mortgage Finance Fund, in March 1980. The following information describes those single-family loans financed through the issuance of bonds which were not issued under the General Indenture. To fund its prior single-family programs, NIFA issued mortgage revenue bonds financing mortgage loans in the amount of \$1,469,906,000. As of June 30, 2019, approximately \$1,195,000 of such mortgage loans remained outstanding (of which \$618,000 represents mortgage-backed securities which are now assets of the General Indenture and included in the information on pages D-1-2 and D-1-3).

On December 23, 2009, NIFA issued its Single Family Homeownership Revenue Bonds, 2009 Series C (Taxable) in connection with the Treasury New Issue Bond Program. On November 18, 2011, NIFA redesignated \$66,000,000 in principal amount as Homeownership Revenue Bonds 2009 Series A, SubSeries A-1 in connection with the issuance of \$44,000,000 in aggregate principal amount of Homeownership Revenue Bonds 2011 Series C. The proceeds of such bonds were used to acquire Mortgage-Backed Securities backed by qualifying Mortgage Loans in the amount of \$109,885,000. As of June 30, 2019, approximately \$37,964,130 of such Mortgage Loans remained outstanding.

On June 29, 2011, NIFA issued its Housing Revenue Bonds 2011 Series 1 which financed mortgage-backed securities backed by qualifying Mortgage Loans in the amount of \$43,558,500. Such bonds were sold privately to a single institutional investor. As of June 30, 2019, approximately \$11,174,947 of such Mortgage Loans remained outstanding.

The mortgage loans and mortgage-backed securities financed by the above-described other single-family programs are not pledged as security for the Offered Bonds.

Other Housing Programs

NIFA has also issued Home Improvement Loan Revenue Bonds for the purpose of acquiring certain notes made to finance home improvements on residential real property occupied by low- and moderate-income persons in Nebraska and various series of multifamily housing revenue bonds.

NIFA approved a Mortgage Credit Certificate ("MCC") Program, offering a federal tax credit to low- and moderate- income buyers in connection with private financing to purchase, improve or rehabilitate single-family residences. No MCC's have been issued by NIFA to date.

NIFA anticipates developing additional housing programs to the extent permitted by the Nebraska Investment Finance Authority Act and/or federal tax legislation.

APPENDIX D-2

REFUNDED PRIOR SERIES BONDS

The Series 2019 E Bonds will redeem portions of the following Prior Series Bonds in the amounts set forth below:

Single Family Housing Revenue Bonds

Series	Amount
2013 Series F (Variable Rate – AMT)	\$ 7,170,000
2014 Series B (Variable Rate – AMT)	7,580,000
2015 Series B (Variable Rate – AMT)	13,085,000
2015 Series D (Variable Rate – AMT)	13,095,000
2016 Series B (Variable Rate – AMT)	9,120,000

APPENDIX D-3

POOL INFORMATION FOR MORTGAGE-BACKED SECURITIES AND MORTGAGE LOANS PLEDGED PURSUANT TO THE INDENTURE AS OF JUNE 30, 2019

Certain pools listed in the attached Appendix D-3 under Series 2013 EF, Series 2014 AB, Series 2015 AB Series 2015 CD and Series 2016 AB are expected to be allocated to the Series 2019 D/E Mortgage Loan Fund Account. (See Appendix D-4).

Pool Type	CUSIP#	Pass Through Interest Rate (%)	Par Amount Outstanding	Pool Type	CUSIP#	Pass Through Interest Rate (%)	Par Amount Outstanding
RETIRED SERIES				FNMA	3138XXET9	4.025	483,590.76
FNMA	31376EUS7	6.140	33,142.27	FNMA	3138XZY21	3.525	918,692.42
FNMA	31376EUT5	6.350	50,243.90	FNMA	3138XZYZ8	4.025	639,711.09
FNMA	31376EUU2	6.350	20,368.56	FNMA	3138Y5PX8	3.525	1,970,975.19
FNMA	31376EUUV0	6.140	16,973.43	FNMA	3138Y5PY6	4.025	141,250.61
FNMA	31376EUW8	6.770	16,003.76	FNMA	3138YAYG4	4.025	1,443,372.58
FNMA	31376EUX6	6.140	46,760.98	FNMA	3138YAYH2	4.025	344,023.97
FNMA	31376EVA5	6.350	12,119.83	FNMA	3138YDYU7	3.775	1,083,260.06
FNMA	31376EVB3	6.490	31,646.38	FNMA	3138YDYV5	4.025	251,762.01
FNMA	31376EVF4	6.400	39,306.67	FNMA	3138YFVB7	3.525	345,208.48
FNMA	31376EVK3	6.140	21,453.36	FNMA	3138YJVN3	3.525	168,028.77
FNMA	31376EVM9	6.400	8,551.37	FNMA	3138YJVP8	3.775	847,405.78
FNMA	31376EVN7	6.770	15,140.33	FNMA	3138YRMA3	3.775	122,920.20
FNMA	31378FPB5	6.400	24,890.50	FNMA	3138YTA38	3.275	241,328.52
FNMA	31378FPD1	6.400	34,992.15	FNMA	3138YTA46	3.275	904,426.79
FNMA	31378FPF6	6.140	39,809.96	FNMA	3138YTA50	2.775	1,679,729.85
FNMA	31378FPL3	6.010	84,794.08	FNMA	3138YTAZ7	2.775	3,020,104.65
FNMA	31378FPM1	6.140	32,690.88	FNMA	3138YVSS9	3.525	759,062.92
FNMA	31378FPN9	6.010	15,476.66	FNMA	3138YVS67	3.275	702,037.22
FNMA	31378FPR0	6.140	27,093.19	FNMA	31390HLM5	6.060	85,464.13
FNMA	31378FPV1	5.950	9,680.23	FNMA	31390HLN3	6.580	65,492.04
FNMA	31378FPW9	5.950	20,997.00	FNMA	31390HLP8	6.530	73,995.30
FNMA	31379RL48	6.140	24,387.72	FNMA	31390HLS2	5.260	139,827.47
FNMA	31379RL55	6.140	15,504.66	FNMA	31391QSQ8	5.260	20,597.35
FNMA	31379RL71	5.950	49,731.73	FNMA	31391QST2	6.060	201,586.08
FNMA	31379RMB1	5.650	14,011.86	FNMA	31402JKE6	2.490	272,834.84
FNMA	31383M2U6	6.140	34,292.24	FNMA	31402JKL0	5.580	165,728.56
FNMA	31383M2V4	5.950	6,359.45	FNMA	31404N3K0	6.060	33,681.50
FNMA	31383M2W2	5.650	13,022.98	FNMA	31404N3Q7	2.490	237,971.20
FNMA	31383M2Z5	5.650	35,121.59	FNMA	31404N3R5	4.790	94,440.86
FNMA	31384HJJ3	5.950	42,567.27	FNMA	31404N3T1	5.290	45,849.12
FNMA	31384HJL8	5.950	14,810.34	FNMA	31404N3U8	5.880	27,531.04
FNMA	31384HJM6	6.350	14,285.20	FNMA	31405XZ22	4.990	68,448.70
FNMA	31384HJN4	5.650	18,521.06	FNMA	31405XZ30	6.080	196,550.23
FNMA	31384HJP9	6.350	28,055.40	FNMA	31405XZ48	4.390	51,745.66
FNMA	31385NHH5	7.580	15,568.87	FNMA	31405XZ55	4.790	66,578.37
FNMA	31385NHJ1	6.770	26,926.85	FNMA	31405XZW6	4.990	48,810.40
FNMA	31385NHN2	7.580	56,440.87	FNMA	31405XZX4	4.590	178,374.98
FNMA	31385NHQ5	7.100	52,339.11	FNMA	31405XZY2	2.490	264,714.88
FNMA	31386W3A4	5.490	94,596.21	FNMA	31406TN31	5.290	58,027.66
FNMA	31386W3E6	6.350	56,594.07	FNMA	31406TN49	2.490	66,458.80
FNMA	31388PF63	6.490	26,906.14	FNMA	31406TN64	4.590	88,153.36
FNMA	31388PFZ9	6.580	40,159.07	FNMA	31406TN80	4.390	54,119.21
FNMA	3138XCPV8	2.775	252,748.47	FNMA	31406TPB1	2.490	356,172.47
FNMA	3138XCPW6	2.775	496,544.09	FNMA	31407EQH9	4.590	83,343.32
FNMA	3138XGC27	2.275	785,558.52	FNMA	31407EQK2	5.580	88,402.46
FNMA	3138XGC35	2.775	576,367.69	FNMA	31407Q4X1	4.390	111,357.20
FNMA	3138XGC68	3.275	448,043.62	FNMA	31407Q5A0	4.790	70,478.30
FNMA	3138XGC84	3.775	53,669.92	FNMA	31407Q5C6	5.880	31,737.84
FNMA	3138XH6Z9	3.775	1,007,851.22	FNMA	31408B7A0	5.540	182,035.71
FNMA	3138XH7A3	4.025	118,122.80	FNMA	31408B7B8	5.480	223,900.14
FNMA	3138XH7B1	4.025	853,174.00	FNMA	31408BE46	3.490	136,992.96
FNMA	3138XH7C9	4.525	264,141.40	FNMA	31408BEP9	5.480	81,617.49
FNMA	3138XLE73	3.525	129,128.96	FNMA	31408BER5	5.480	150,772.05
FNMA	3138XLE81	4.025	166,250.66	FNMA	31409WJF9	4.790	31,660.47
FNMA	3138XLE99	4.025	57,285.86	FNMA	31409WJL6	5.540	75,872.73
FNMA	3138XLFB3	4.275	192,887.67	FNMA	3140E7CR9	2.775	979,582.22
FNMA	3138XPUL5	3.525	2,076,018.05	FNMA	3140E7CS7	3.025	1,898,269.43
FNMA	3138XPUM3	3.775	263,187.01	FNMA	3140E7CZ1	3.775	484,395.70
FNMA	3138XRPA1	2.775	122,464.16	FNMA	3140E8Z43	3.025	1,029,678.27

RETIRED SERIES

FNMA	3140E8Z76	3.525	570,625.56	FNMA	31410Y4Y7	5.490	162,061.49
FNMA	3140E8Z84	3.775	1,256,909.77	FNMA	31410Y5B6	5.840	54,639.14
FNMA	3140EBBJ9	2.775	188,906.87	FNMA	31410Y5C4	5.840	111,165.90
FNMA	3140F7KK4	3.550	937,749.70	FNMA	31410Y5D2	5.840	160,579.74
FNMA	3140F8L54	3.050	1,047,009.21	FNMA	31411CSA0	3.490	364,263.78
FNMA	3140FAMH2	2.800	1,570,940.83	FNMA	31411CSG7	5.740	58,503.15
FNMA	3140FAMK5	3.300	688,791.69	FNMA	31411CSH5	5.740	200,687.32
FNMA	3140FAML3	3.550	951,366.86	FNMA	31411CSJ1	5.840	146,521.29
FNMA	3140FSG56	3.050	2,352,562.21	FNMA	31411CSK8	5.840	161,772.00
FNMA	3140FVKM7	2.550	1,065,592.86	FNMA	31411CSL6	5.980	185,359.87
FNMA	3140FVKN5	3.050	2,048,104.01	FNMA	31411CSM4	6.180	88,740.28
FNMA	3140FVKP0	3.050	959,675.88	FNMA	31411FT20	5.190	71,551.74
FNMA	3140FVKQ8	3.300	1,446,247.96	FNMA	31411FT53	5.490	33,827.62
FNMA	3140FVKR6	3.550	698,223.22	FNMA	31411FT61	5.590	63,758.11
FNMA	3140FVK84	3.800	83,116.97	FNMA	31411FT79	2.170	426,371.53
FNMA	3140GPY28	3.050	407,201.15	FNMA	31411FT87	3.170	289,815.91
FNMA	3140GPY36	3.300	4,179,474.68	FNMA	31411FUB8	5.540	187,321.53
FNMA	3140GPY44	3.550	919,188.67	FNMA	31411FUC6	5.540	67,519.11
FNMA	3140GPYX0	2.550	499,417.92	FNMA	31411FUE2	5.740	306,592.10
FNMA	3140GPYY8	2.800	104,940.10	FNMA	31411FUF9	5.740	210,571.28
FNMA	3140GPYZ5	3.050	953,577.71	FNMA	31411FUG7	5.840	61,388.95
FNMA	3140GRVM3	3.300	3,511,295.33	FNMA	31411H3M0	5.290	64,299.95
FNMA	3140GTGB0	3.300	2,209,144.47	FNMA	31411H3P3	5.540	316,003.97
FNMA	3140HAD98	3.050	1,187,558.31	FNMA	31411H3Q1	5.540	133,140.90
FNMA	3140HHR49	3.300	1,196,220.21	FNMA	31411H3R9	5.580	151,975.87
FNMA	3140HLZB5	3.300	894,110.69	FNMA	31411H3U2	5.740	110,367.69
FNMA	3140JGJ71	3.550	299,931.32	FNMA	31411NF28	5.540	103,006.79
FNMA	3140JHJX7	4.175	270,690.03	FNMA	31411NF51	5.980	33,638.64
FNMA	3140JHAR7	3.675	1,033,621.25	FNMA	31411NFP7	3.490	39,463.10
FNMA	3140JMRW4	4.550	2,942,995.77	FNMA	31411NFR3	4.490	93,268.03
FNMA	3140JVAK8	4.300	212,009.00	FNMA	31411NFS1	5.290	47,903.76
FNMA	3140JVAN2	3.550	3,679,205.00	FNMA	31411NFV4	3.170	403,099.73
FNMA	3140JVAQ5	4.050	1,881,934.00	FNMA	31411NFX0	5.340	163,632.33
FNMA	31410M6R6	3.490	371,556.50	FNMA	31411NFY8	5.540	24,767.11
FNMA	31410M6T2	4.990	163,373.82	FNMA	31411NH42	2.170	100,691.00
FNMA	31410M6V7	5.140	42,867.80	FNMA	31411NH67	5.340	88,874.29
FNMA	31410M6Y1	5.580	52,796.28	FNMA	31411NH75	5.340	243,405.89
FNMA	31410SKM8	5.340	62,626.96	FNMA	31411V5U9	5.340	219,194.34
FNMA	31410SKN6	5.340	275,667.45	FNMA	31411V5V7	5.440	421,579.06
FNMA	31410SKP1	5.540	44,770.58	FNMA	31411V5W5	5.540	118,795.45
FNMA	31410THB4	5.090	143,658.51	FNMA	31412AY24	5.480	107,307.05
FNMA	31410THE8	5.140	48,984.84	FNMA	31412AYQ1	5.090	108,009.28
FNMA	31410THF5	5.140	45,354.39	FNMA	31412AYR9	5.190	18,130.36
FNMA	31410THG3	5.340	197,634.21	FNMA	31412AYT5	4.490	168,362.42
FNMA	31410THH1	5.540	235,090.78	FNMA	31412AYU2	5.340	321,641.86
FNMA	31410TRB3	3.490	385,302.46	FNMA	31412AYV0	5.440	61,120.15
FNMA	31410TRJ6	5.340	88,405.24	FNMA	31412YJ94	4.940	367,896.82
FNMA	31410TRL1	5.540	254,588.44	FNMA	31412YKC5	5.440	102,551.56
FNMA	31410TRM9	5.740	109,041.66	FNMA	31412YKF8	5.780	60,820.57
FNMA	31410TRN7	5.740	314,705.37	FNMA	31412YKG6	3.490	151,621.52
FNMA	31410XMQ6	3.490	560,217.88	FNMA	31413CV22	5.780	42,978.80
FNMA	31410XMR4	5.490	19,342.04	FNMA	31413CVS5	5.090	81,186.71
FNMA	31410XMS2	2.170	369,416.43	FNMA	31413CVT3	5.190	145,583.15
FNMA	31410XMT0	3.170	406,500.40	FNMA	31413CVV8	4.940	49,571.92
FNMA	31410XMU7	5.540	183,435.90	FNMA	31413GQ78	5.190	82,049.93
FNMA	31410XMV5	5.740	85,469.66	FNMA	31413GQ86	2.170	104,042.51
FNMA	31410XMW3	5.740	277,217.68	FNMA	31413GQ94	3.170	165,476.08
FNMA	31410XMX1	5.740	32,330.90	FNMA	31413GRA0	4.490	78,886.55
FNMA	31410XMZ6	6.180	176,411.55	FNMA	31413GRG7	5.640	181,731.37
				FNMA	31413QF37	5.590	152,112.69

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FNMA	31413QF45	3.170	247,762.08	GNMA	3617AT6C2	3.000	1,917,132.22
FNMA	31413QF60	5.140	95,346.68	GNMA	3617ATVL4	3.750	1,496,022.73
FNMA	31413QF78	5.340	60,582.99	GNMA	3617ATZF3	3.500	953,911.65
FNMA	31413QGD4	5.880	53,778.98	GNMA	3617ATZG1	3.750	1,057,779.01
FNMA	31413ULL1	5.390	70,710.98	GNMA	3617AUGT1	3.500	3,823,981.80
FNMA	31413ULR8	5.140	191,795.81	GNMA	3617AUJP6	3.000	1,696,238.52
FNMA	31413ULS6	5.340	89,257.94	GNMA	3617AUJQ4	3.500	3,321,931.82
FNMA	31413ULU1	5.540	332,118.04	GNMA	3617AUQG8	2.750	73,665.41
FNMA	31413ULZ0	6.180	56,940.47	GNMA	3617AUQH6	3.000	1,975,258.20
FNMA	31413YAZ4	5.980	98,998.24	GNMA	3617AUTC4	3.500	3,199,687.77
FNMA	31413YCG4	4.940	102,417.46	GNMA	3617G84Q3	3.125	328,076.99
FNMA	31413YCH2	5.140	58,599.12	GNMA	3617G84R1	3.250	1,053,153.43
FNMA	31413YCH8	5.340	118,649.45	GNMA	3617G9HV6	3.125	67,788.84
FNMA	31413YCS8	5.780	27,949.16	GNMA	3617G9HZ7	3.625	952,957.82
FNMA	31413YCT6	5.980	103,187.17	GNMA	3617G9MN8	3.500	1,160,932.97
FNMA	31413YCU3	6.180	98,425.63	GNMA	3617G9MR9	3.875	118,009.36
FNMA	31414JLV3	5.440	86,953.27	GNMA	3617HF3G9	3.750	2,152,019.43
FNMA	31414JLZ4	5.840	45,076.85	GNMA	3617HF3K0	4.250	470,110.76
FNMA	31414LR26	6.080	44,730.43	GNMA	3617HFTD8	3.625	1,385,175.92
FNMA	31414LRR1	4.940	285,892.36	GNMA	3617HFWQ5	3.750	1,956,429.88
FNMA	31414LRS9	5.140	52,325.65	GNMA	36182AGN5	1.750	934,738.74
FNMA	31414LRU4	5.440	65,628.23	GNMA	36182AGP0	2.000	2,879,243.65
FNMA	31414LRW0	5.640	18,834.99	GNMA	36182AKB6	2.500	1,196,510.68
FNMA	31414LRZ3	5.880	37,128.51	GNMA	36182AKC4	2.500	1,183,519.29
FNMA	31414PW88	4.940	157,098.05	GNMA	36182AKD2	2.750	745,131.86
FNMA	31414PWV7	5.390	54,388.99	GNMA	36182AND9	2.000	415,368.12
FNMA	31414PXB0	5.540	54,788.88	GNMA	36182ANF4	2.250	281,001.22
FNMA	31414TGN5	4.940	49,824.44	GNMA	36182ANH0	2.500	614,935.56
FNMA	31414TGP0	5.140	81,628.41	GNMA	36182ANJ6	2.750	226,790.75
FNMA	31414TGQ8	5.440	595,970.66	GNMA	36182ANK3	3.000	1,484,150.17
FNMA	31414TGS4	5.640	131,239.78	GNMA	36182ANM9	3.250	1,341,558.44
FNMA	31414TGT2	5.780	201,567.15	GNMA	36182J2P6	3.250	1,558,438.47
FNMA	31414YA67	5.190	47,673.78	GNMA	36182J6G2	3.750	1,317,642.04
FNMA	31415LZ26	4.940	203,357.57	GNMA	36182JC67	3.750	946,373.92
FNMA	31415LZ34	5.340	199,342.57	GNMA	36182JC75	4.000	72,533.23
FNMA	31415LZ67	5.740	77,879.49	GNMA	36182JC83	4.250	688,202.14
FNMA	31415LZ83	6.140	60,717.49	GNMA	36182JE32	3.500	1,065,489.99
FNMA	31415PTF5	5.440	178,116.66	GNMA	36182JE40	3.750	197,440.00
FNMA	31415PTG3	5.440	90,280.57	GNMA	36182JE57	3.750	398,868.82
FNMA	31415PTN8	5.780	66,235.16	GNMA	36182JE65	4.250	177,697.20
FNMA	31415QJ80	5.840	161,073.19	GNMA	36182JE81	4.000	398,159.68
FNMA	31415SFU1	6.880	26,223.24	GNMA	36182JEY4	3.000	495,567.65
FNMA	31415U7E1	5.340	34,995.67	GNMA	36182JEZ1	3.250	250,547.74
FNMA	31415XDD0	6.040	47,868.68	GNMA	36182JH39	3.750	713,674.55
FNMA	31415Y2Z1	5.790	22,679.66	GNMA	36182JHL9	3.250	2,485,229.80
FNMA	31416BJ66	5.640	73,788.88	GNMA	36183QDK8	3.500	1,299,776.30
FNMA	31416BJ74	6.780	86,173.62	GNMA	36183QE76	3.000	481,491.54
FNMA	31416BJ82	6.240	69,702.34	GNMA	36183QE84	3.500	624,093.49
FNMA	31416JKC4	6.140	125,489.81	GNMA	36183QEC5	2.750	78,120.95
FHLMC	31286DLK5	5.640	152,340.03	GNMA	36183QEF8	3.750	216,983.76
FHLMC	31286DLL3	5.840	170,391.73	GNMA	36183QVQ5	3.750	100,562.47
FHLMC	31335YVQ6	5.740	31,223.88	GNMA	36183QZL2	3.000	156,322.69
FHLMC	31335YXX9	5.540	134,552.67	GNMA	36183RFD0	3.000	204,270.11
GNMA	3617A9W45	2.750	1,087,305.28	GNMA	36185BQC3	3.000	1,479,974.42
GNMA	3617A9W52	3.000	874,720.15	GNMA	36185BQD1	3.500	236,271.90
GNMA	3617A9W60	3.000	661,036.22	GNMA	36192UEV3	2.500	1,153,350.89
GNMA	3617A9WW3	2.500	1,841,528.83	GNMA	36192UEX9	3.000	96,783.31
GNMA	3617AAD68	2.750	1,095,329.15	GNMA	36192UEY7	3.500	243,505.75
GNMA	3617AAKP8	3.500	420,340.78	GNMA	36194GLW2	3.250	1,498,420.08
				GNMA	36196H3H1	2.500	715,847.33

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GNMA	36196H3J7	3.000	396,925.61	GNMA	36203HS44	6.860	638.39
GNMA	36196H3L2	3.250	963,602.90	GNMA	36203HS85	6.860	9,903.18
GNMA	36196H3M0	3.500	141,065.42	GNMA	36203XDV5	5.500	44,806.84
GNMA	36196H3N8	3.750	2,054,833.47	GNMA	36206CD48	7.490	27,437.16
GNMA	36196HNS5	2.500	1,648,033.98	GNMA	36206GQN3	7.490	13,631.88
GNMA	36196HP20	3.250	105,967.33	GNMA	36206GQQ6	7.490	52,687.31
GNMA	36196HPX2	2.250	465,439.88	GNMA	36206GQS2	6.950	12,121.53
GNMA	36196HPY0	2.500	1,434,040.08	GNMA	36206KCH2	6.770	28,215.30
GNMA	36196HPZ7	3.000	2,907,607.82	GNMA	36206KCK5	6.770	28,644.80
GNMA	36196HXA3	2.250	308,300.74	GNMA	36206KCL3	6.770	24,968.29
GNMA	36196HXB1	2.500	1,375,971.25	GNMA	36206KCM1	6.770	14,819.50
GNMA	36196HXC9	2.750	345,955.66	GNMA	36206KCN9	6.770	7,713.72
GNMA	36196HXD7	3.000	1,363,423.65	GNMA	36206RM29	6.140	21,752.33
GNMA	36196HXE5	3.000	492,502.73	GNMA	36206RM37	6.600	37,539.87
GNMA	36196HXXG0	3.500	1,280,884.23	GNMA	36206RM45	6.770	22,182.37
GNMA	36196HXXH8	3.750	128,332.93	GNMA	36206RM52	6.140	32,115.24
GNMA	36198RGT7	3.250	1,986,053.38	GNMA	36206T6V9	7.150	27,498.91
GNMA	36198RJE7	3.250	276,926.57	GNMA	36206T6X5	7.150	22,681.16
GNMA	36198RJF4	3.750	2,301,049.75	GNMA	36206XW33	6.490	26,846.47
GNMA	36198RJG2	3.250	2,314,242.50	GNMA	36206XWU3	6.770	44,665.86
GNMA	36200E2A8	6.060	355,858.08	GNMA	36206XWW9	6.140	17,534.14
GNMA	36200E2P5	6.060	423,804.15	GNMA	36206XWX7	6.140	28,281.07
GNMA	36200E2Q3	6.530	95,481.89	GNMA	36206XWZ2	6.350	15,990.11
GNMA	36200E3N9	5.090	116,348.52	GNMA	36207NPN8	6.350	218,421.21
GNMA	36200E3R0	5.880	342,633.16	GNMA	36207NPQ1	6.350	155,950.20
GNMA	36200E4D0	5.580	164,581.42	GNMA	36207NPS7	6.770	24,548.48
GNMA	36200E4E8	5.880	235,012.87	GNMA	36207NPT5	6.350	9,270.33
GNMA	36200E4F5	6.060	94,703.34	GNMA	36207NPW8	6.350	20,655.69
GNMA	36200E4U2	5.580	69,546.15	GNMA	36207U2B3	6.350	15,635.73
GNMA	36200EY96	6.530	210,035.07	GNMA	36207UZ43	7.400	65,874.67
GNMA	36200EZ38	5.580	143,249.88	GNMA	36207UZ50	6.770	35,625.43
GNMA	36200EZ79	6.060	81,309.61	GNMA	36207UZ68	6.600	19,340.50
GNMA	36200EZA2	6.580	108,867.97	GNMA	36207UZY7	6.770	51,282.83
GNMA	36200EZM6	6.060	241,647.24	GNMA	36207UZZ4	6.600	49,954.05
GNMA	36200EZV6	6.060	180,892.41	GNMA	36208D2P9	6.060	175,585.28
GNMA	36201TA56	5.580	305,018.94	GNMA	36208D2Q7	6.530	161,955.53
GNMA	36201TA72	5.880	193,914.24	GNMA	36208D2X2	5.740	123,930.51
GNMA	36201TA80	6.060	469,429.48	GNMA	36208D2Y0	6.060	187,760.83
GNMA	36201TAD9	6.530	295,415.32	GNMA	36208FF62	6.350	19,034.95
GNMA	36201TAP2	6.530	115,475.08	GNMA	36208FF96	7.150	38,921.99
GNMA	36201TAQ0	5.260	52,776.15	GNMA	36208FG38	6.010	91,722.47
GNMA	36201TAV9	6.530	271,946.78	GNMA	36208FGA2	6.140	71,551.01
GNMA	36201TB22	5.880	390,107.39	GNMA	36208FGD6	6.140	74,540.86
GNMA	36201TB89	2.490	201,353.33	GNMA	36208FGE4	7.150	26,363.00
GNMA	36201TB97	4.190	58,811.37	GNMA	36208FGF1	6.400	141,528.90
GNMA	36201TBH9	2.490	240,805.65	GNMA	36208FGG9	6.600	45,697.76
GNMA	36201TBN6	5.580	123,016.19	GNMA	36208FGH7	7.150	65,928.07
GNMA	36201TBP1	5.880	249,516.26	GNMA	36208FGJ3	7.150	28,108.85
GNMA	36201TBQ9	6.060	92,272.55	GNMA	36208FGL8	6.140	59,391.61
GNMA	36201TC54	4.990	130,065.46	GNMA	36208FGM6	6.400	45,915.34
GNMA	36201TC70	5.880	151,137.56	GNMA	36208FGN4	6.400	60,643.50
GNMA	36201TCB1	5.580	55,965.34	GNMA	36208FGP9	5.760	30,961.12
GNMA	36201TCC9	5.880	157,088.70	GNMA	36208FGQ7	6.600	36,186.16
GNMA	36201TCS4	4.790	31,375.13	GNMA	36208FGR5	7.150	16,332.39
GNMA	36201TCU9	5.580	76,078.29	GNMA	36208FGT1	6.400	61,027.12
GNMA	36201TCV7	5.880	359,745.23	GNMA	36208FGU8	6.580	52,129.24
GNMA	36201TDE4	2.490	166,657.78	GNMA	36208FGV6	6.140	19,105.25
GNMA	36201TDG9	4.790	99,155.98	GNMA	36208FGW4	5.950	42,966.73
GNMA	36203HS36	7.190	9,106.38	GNMA	36208FGZ7	6.580	35,435.48
				GNMA	36208LA72	6.140	44,658.27

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GNMA	36208LB30	6.780	22,080.16	GNMA	36211AQ58	5.650	41,920.07
GNMA	36208LB48	6.400	50,782.83	GNMA	36211AQ66	5.650	68,342.73
GNMA	36208LB55	6.010	88,389.46	GNMA	36211AQD1	5.950	75,403.74
GNMA	36208LB63	6.140	63,304.99	GNMA	36211AQE9	6.780	77,413.40
GNMA	36208LB71	6.650	56,416.26	GNMA	36211AQK5	5.650	32,118.57
GNMA	36208LB89	6.140	85,865.87	GNMA	36211AQM1	5.950	285,807.59
GNMA	36208LB97	6.140	59,483.57	GNMA	36211AQN9	6.780	245,448.45
GNMA	36208LBA4	6.140	44,733.04	GNMA	36211AQR0	6.350	100,806.20
GNMA	36208LBB2	6.650	39,808.85	GNMA	36211AQS8	7.150	83,600.17
GNMA	36208LBC0	6.010	308,768.79	GNMA	36211AQW9	6.140	43,746.46
GNMA	36208LBD8	6.400	22,950.77	GNMA	36211AQX7	2.500	275,851.03
GNMA	36208LCA3	6.780	37,431.84	GNMA	36211AQZ2	6.530	39,337.82
GNMA	36208LCB1	6.780	79,895.01	GNMA	36211ARE8	5.950	15,392.61
GNMA	36208LCD7	5.950	38,970.31	GNMA	36211ARG3	6.530	114,846.59
GNMA	36208LCH8	6.780	65,013.08	GNMA	36212AG82	2.490	496,971.34
GNMA	36208LCK1	6.140	30,136.09	GNMA	36212AJ22	7.580	177,869.82
GNMA	36209AMC1	6.580	82,600.97	GNMA	36212AJ55	6.780	169,695.44
GNMA	36209AME7	7.150	134,213.14	GNMA	36212AJ63	5.950	194,550.67
GNMA	36209AMF4	5.950	28,000.63	GNMA	36212AJ89	7.150	94,264.73
GNMA	36209AMH0	5.950	66,706.60	GNMA	36212AJ97	6.530	47,994.82
GNMA	36209AMK3	6.400	23,232.26	GNMA	36212AJX4	7.150	33,946.01
GNMA	36209AMM9	6.140	49,905.48	GNMA	36212AK53	7.580	20,561.71
GNMA	36209AMQ0	6.140	30,317.99	GNMA	36212AKD6	6.350	64,203.28
GNMA	36209AMZ0	6.400	71,477.70	GNMA	36212AKE4	7.150	27,519.80
GNMA	36209APC8	5.950	25,502.76	GNMA	36212AKF1	6.780	43,671.42
GNMA	36209NX23	6.140	42,484.23	GNMA	36212AKG9	5.650	254,765.61
GNMA	36209NX31	6.140	51,515.01	GNMA	36212AKJ3	6.530	8,777.14
GNMA	36209NX56	5.740	7,079.39	GNMA	36212AKM6	7.150	68,936.84
GNMA	36209NX64	6.580	33,149.39	GNMA	36212AKT1	7.150	39,416.61
GNMA	36209NX72	5.950	34,066.79	GNMA	36212AKU8	7.580	51,199.34
GNMA	36209NX80	6.140	253,187.00	GNMA	36212AKY0	7.580	35,846.56
GNMA	36209NX98	6.780	85,056.58	GNMA	36212AKZ7	7.580	1,520.76
GNMA	36209NXU1	6.140	107,256.45	GNMA	36212MR35	7.580	48,922.97
GNMA	36209NXV9	6.780	102,434.04	GNMA	36212MR50	7.900	124,321.54
GNMA	36209NXW7	6.780	110,932.87	GNMA	36212MR84	6.770	9,152.41
GNMA	36209NXY3	6.780	128,928.36	GNMA	36212MRT8	7.580	67,766.70
GNMA	36209NXZ0	6.780	109,416.41	GNMA	36212MRU5	6.770	26,719.44
GNMA	36209NYC0	7.150	27,902.52	GNMA	36212MS26	7.900	62,412.26
GNMA	36209NYD8	5.750	20,856.41	GNMA	36212MSB6	7.100	19,215.97
GNMA	36209NYE6	7.010	28,618.90	GNMA	36212MSC4	7.900	72,695.49
GNMA	36209NYF3	7.010	110,919.75	GNMA	36212MSJ9	6.530	30,786.68
GNMA	36209NYL0	5.650	11,070.07	GNMA	36212MSL4	7.900	139,622.16
GNMA	36209NYR7	6.650	66,820.20	GNMA	36212MSN0	7.580	22,406.47
GNMA	36209NYS5	5.650	85,860.90	GNMA	36212MSX8	7.100	28,902.44
GNMA	36209NYT3	6.530	40,684.96	GNMA	36213JV36	5.880	140,505.66
GNMA	3620AFB22	5.000	283,005.98	GNMA	36213JW50	6.060	16,558.27
GNMA	36210FZ25	6.530	19,012.27	GNMA	36213JW68	6.060	33,440.33
GNMA	36210FZ33	5.650	170,958.52	GNMA	36213JW76	6.530	88,875.92
GNMA	36210FZ41	5.650	104,327.76	GNMA	36213JW84	6.580	181,316.95
GNMA	36210FZ58	7.010	37,364.39	GNMA	36213JWB7	6.530	67,520.72
GNMA	36210FZJ8	7.010	15,660.01	GNMA	36213JWW1	6.060	130,632.35
GNMA	36210FZK5	7.010	60,614.14	GNMA	36213JWX9	6.580	35,608.55
GNMA	36210FZM1	6.530	96,223.50	GNMA	36213JX59	7.270	22,110.85
GNMA	36210FZN9	6.780	76,446.73	GNMA	36213JXA8	6.060	67,430.95
GNMA	36210FZQ2	7.010	173,410.21	GNMA	36213JXF7	6.580	423,899.21
GNMA	36210FZR0	6.140	240,997.06	GNMA	36213JXK6	6.060	46,223.62
GNMA	36210FZT6	6.530	84,893.47	GNMA	36213JXQ3	5.490	16,545.08
GNMA	36210FZU3	6.530	16,144.18	GNMA	36213JXT7	5.260	271,448.97
GNMA	36211AQ33	6.530	180,306.67	GNMA	36213JXU4	6.060	204,070.92
				GNMA	36213JXX8	5.260	33,215.62

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GNMA	36213JXZ3	6.060	294,610.09	GNMA	36291VAX1	5.780	128,201.71
GNMA	36213JY58	6.580	59,436.10	GNMA	36291VB51	2.490	135,251.86
GNMA	36213JYQ2	7.270	128,787.02	GNMA	36291VBC6	5.090	119,956.81
GNMA	36213JYR0	6.580	91,811.25	GNMA	36291VBE2	5.580	75,403.16
GNMA	36213JYS8	5.580	237,032.32	GNMA	36291VBF9	5.780	137,454.38
GNMA	36213JYY5	6.580	118,547.52	GNMA	36291VBG7	5.980	102,416.72
GNMA	36213JZA6	6.580	138,026.54	GNMA	36291VBH5	6.080	116,778.17
GNMA	36213JZE8	6.580	360,098.00	GNMA	36291VBN2	4.790	58,756.77
GNMA	362209SC3	7.750	3,331.14	GNMA	36291VBQ5	5.580	62,471.98
GNMA	36220V5D7	7.750	3,822.35	GNMA	36291VG31	5.580	284,346.86
GNMA	36220V5X3	5.500	5,290.85	GNMA	36291VG64	2.490	329,388.05
GNMA	36220V6B0	7.750	8,015.23	GNMA	36291VGZ0	4.390	58,843.46
GNMA	36223G2B4	5.500	3,578.70	GNMA	36291VHA4	5.580	115,802.71
GNMA	36223GZ93	5.500	7,490.98	GNMA	36291VHB2	2.490	211,930.80
GNMA	36223H2R7	7.875	7,564.85	GNMA	36291VHC0	4.390	99,817.72
GNMA	36223NG81	5.500	2,356.88	GNMA	36291VHE6	5.580	38,706.53
GNMA	36223NHA5	7.875	6,604.70	GNMA	36291VHF3	5.780	60,060.04
GNMA	36223QL39	7.190	5,237.55	GNMA	36291VHG1	5.880	127,819.73
GNMA	36223QMA2	7.190	11,903.86	GNMA	36291VP49	5.490	38,629.44
GNMA	36224AQ46	7.190	10,796.59	GNMA	36292BQV1	5.780	112,298.25
GNMA	36224BSH3	7.190	9,743.13	GNMA	36292BQW9	5.880	134,310.10
GNMA	36224BSN0	7.190	4,664.27	GNMA	36292G5P6	2.490	254,071.71
GNMA	36224BSS9	7.190	4,888.64	GNMA	36292GWV3	4.390	122,083.69
GNMA	36224BVK2	6.860	37,721.63	GNMA	36292GWX9	5.580	358,453.78
GNMA	36224BVL0	6.860	15,892.51	GNMA	36292GWY7	5.780	87,969.74
GNMA	36224BVQ9	5.500	14,308.72	GNMA	36292GZJ7	5.480	639,370.68
GNMA	36224TDL1	6.860	11,457.54	GNMA	36292HB28	5.480	202,654.48
GNMA	36224TDM9	6.860	27,701.33	GNMA	36292HB36	5.880	21,447.15
GNMA	36224TDN7	7.190	15,615.98	GNMA	36292HER0	2.490	280,639.21
GNMA	36224TDQ0	5.500	9,650.79	GNMA	36292HES8	3.490	214,878.37
GNMA	36224TDT4	6.860	9,051.06	GNMA	36292HET6	5.480	222,824.64
GNMA	36290YF29	6.060	121,429.53	GNMA	36292MKU5	5.780	30,551.02
GNMA	36290YFH6	2.490	161,083.65	GNMA	36292MKV3	5.980	74,032.60
GNMA	36290YFY9	5.580	281,682.01	GNMA	36292MPM8	5.980	126,396.30
GNMA	36290YFZ6	5.880	62,769.29	GNMA	36292MSU7	5.480	118,963.95
GNMA	36290YG28	4.990	34,687.58	GNMA	36292MXW7	5.140	331,331.94
GNMA	36290YG36	5.090	43,436.97	GNMA	36292MXX5	5.580	218,516.84
GNMA	36290YG44	5.290	74,810.02	GNMA	36292MXY3	5.780	85,454.94
GNMA	36290YG51	5.580	250,000.32	GNMA	36292MXZ0	5.980	114,806.80
GNMA	36290YG77	5.880	77,948.82	GNMA	36294QQA2	5.580	53,959.84
GNMA	36290YG85	6.080	289,800.82	GNMA	36294QZK0	3.490	506,991.89
GNMA	36290YG93	2.490	398,790.97	GNMA	36294QZP9	5.540	185,650.29
GNMA	36290Y GK8	5.580	204,775.77	GNMA	36294QZQ7	5.740	239,218.64
GNMA	36290YGL6	5.880	186,888.11	GNMA	36294UY30	5.580	53,352.97
GNMA	36290YH43	4.590	15,001.57	GNMA	36294UY48	5.980	38,039.01
GNMA	36290YH50	4.790	185,629.56	GNMA	36294UY55	6.180	235,933.94
GNMA	36290YH68	5.580	42,347.13	GNMA	36294UY63	6.180	139,900.70
GNMA	36290YH92	5.980	63,379.96	GNMA	36294UY Y2	5.490	111,330.31
GNMA	36290YHH4	5.090	62,428.53	GNMA	36294UYZ9	5.740	52,313.99
GNMA	36290YHK7	6.080	213,107.23	GNMA	36294VAQ3	3.490	299,040.38
GNMA	36290YHR2	2.490	438,715.81	GNMA	36294VAR1	5.490	43,642.23
GNMA	36290YHS0	4.990	21,963.85	GNMA	36294VAU4	5.540	119,168.79
GNMA	36290YHT8	5.090	181,492.41	GNMA	36294VAW0	5.840	133,074.39
GNMA	36290YHU5	6.080	48,230.74	GNMA	36294VAX8	5.840	39,991.18
GNMA	36290YHV3	6.080	161,999.56	GNMA	36294VAY6	6.180	236,091.15
GNMA	36290YJA7	6.080	234,907.78	GNMA	36294VF62	2.490	420,229.03
GNMA	36291VAL7	5.780	216,453.04	GNMA	36294VF70	5.490	92,778.87
GNMA	36291VAM5	5.980	47,706.54	GNMA	36294VF88	5.590	26,345.42
GNMA	36291VAW3	5.580	143,174.55	GNMA	36294VGA2	5.740	184,054.90
				GNMA	36294VGB0	5.840	84,386.69

RETIRED SERIES

GNMA	36294VGD6	6.180	158,301.42	GNMA	36295SMM5	5.640	89,319.52
GNMA	36294XG26	5.190	135,501.45	GNMA	36295SMN3	5.740	133,930.54
GNMA	36294XG34	5.490	188,416.37	GNMA	36295SMP8	5.840	185,990.15
GNMA	36294XG42	2.170	307,008.55	GNMA	36295SMQ6	5.980	221,448.51
GNMA	36294XG59	5.140	184,471.16	GNMA	36295SMR4	6.080	238,171.80
GNMA	36294XG75	5.740	38,941.48	GNMA	36295SQ90	5.090	24,314.63
GNMA	36294XMS2	5.290	93,895.49	GNMA	36295SRB4	4.940	52,308.49
GNMA	36294XMT0	5.540	330,431.47	GNMA	36295SRC2	5.340	60,104.58
GNMA	36294XRA6	5.090	73,273.33	GNMA	36295SRD0	5.440	107,880.11
GNMA	36294XRC2	5.440	249,356.38	GNMA	36295SRE8	5.540	48,154.44
GNMA	36294XRD0	5.780	203,135.96	GNMA	36295SRF5	5.640	135,517.71
GNMA	36294XTB2	5.490	173,674.37	GNMA	36295SRH1	5.780	34,900.72
GNMA	36294XTC0	3.170	411,180.76	GNMA	36295SRJ7	5.880	116,388.52
GNMA	36294XTD8	5.540	20,971.83	GNMA	36295SRM0	6.180	112,282.65
GNMA	36294XTE6	5.780	202,642.71	GNMA	36295STZ9	5.540	92,068.25
GNMA	36294XTF3	5.980	302,741.20	GNMA	36295XJW6	5.590	34,129.26
GNMA	36294XTG1	5.980	115,188.16	GNMA	36295XKE4	5.440	32,852.14
GNMA	36294XTH9	6.380	52,237.33	GNMA	36295XKH7	5.780	49,828.05
GNMA	36295C2V2	2.170	235,436.37	GNMA	36295XKJ3	5.880	51,960.95
GNMA	36295C2X8	5.840	70,885.84	GNMA	36295XP82	5.190	77,413.12
GNMA	36295C2Z3	6.180	71,323.42	GNMA	36295XP90	5.290	91,467.98
GNMA	36295C4S7	4.940	66,771.77	GNMA	36295XQB4	4.940	126,328.66
GNMA	36295DCR8	5.290	71,754.58	GNMA	36295XQC2	5.340	87,969.92
GNMA	36295DCS6	5.340	71,900.86	GNMA	36295XQE8	5.540	61,323.64
GNMA	36295DCT4	5.440	235,737.73	GNMA	36295XQF5	5.780	354,242.40
GNMA	36295DCU1	5.540	58,982.23	GNMA	36295XQG3	6.080	58,760.66
GNMA	36295DCV9	5.480	352,208.51	GNMA	36295XU29	5.640	33,042.01
GNMA	36295DGG8	3.170	125,414.42	GNMA	36295XU45	5.780	476,992.26
GNMA	36295DGH6	4.490	17,976.15	GNMA	36295XU52	5.880	35,822.88
GNMA	36295DGJ2	5.740	84,869.23	GNMA	36295XU60	5.980	48,798.04
GNMA	36295DGK9	5.780	131,764.83	GNMA	36295XU78	6.180	85,197.17
GNMA	36295DGL7	5.980	37,309.57	GNMA	36295XUZ6	5.440	43,041.61
GNMA	36295DJP5	5.880	68,374.93	GNMA	36296C2H2	5.440	176,538.57
GNMA	36295JMF0	5.190	23,925.92	GNMA	36296C2L3	6.080	168,107.23
GNMA	36295JMH6	4.940	100,711.87	GNMA	36296C2M1	6.180	61,042.24
GNMA	36295JMJ2	5.340	73,914.00	GNMA	36296CSC5	5.740	122,083.32
GNMA	36295JMR4	5.440	120,588.35	GNMA	36296CSD3	5.780	91,459.57
GNMA	36295JMT0	5.780	124,255.70	GNMA	36296CVU1	5.780	60,753.61
GNMA	36295JRT5	5.190	79,134.86	GNMA	36296NLK0	5.440	335,886.71
GNMA	36295JRU2	2.170	127,889.06	GNMA	36296NLM6	6.080	221,492.21
GNMA	36295JRV0	5.340	80,465.36	GNMA	36296NRE8	4.840	189,403.56
GNMA	36295JRW8	5.440	255,420.60	GNMA	36296NRH1	5.540	136,216.29
GNMA	36295JRX6	5.540	83,275.60	GNMA	36296NRK4	5.780	208,379.35
GNMA	36295JRY4	5.780	38,550.43	GNMA	36296NRL2	6.280	161,638.76
GNMA	36295JWT9	5.440	252,735.67	GNMA	36296NRM0	6.380	53,706.90
GNMA	36295JWU6	5.540	83,534.93	GNMA	36296VF52	6.080	98,067.76
GNMA	36295JWV4	5.840	77,113.87	GNMA	36296VF60	6.380	46,108.72
GNMA	36295JWW2	5.780	83,533.84	GNMA	36296VF78	6.480	193,155.25
GNMA	36295SG26	5.880	51,041.29	GNMA	36296VFW3	5.040	140,538.63
GNMA	36295SGL4	5.190	31,048.92	GNMA	36296VNS3	6.380	395,616.71
GNMA	36295SGM2	5.290	57,120.52	GNMA	36296VNT1	6.480	43,907.78
GNMA	36295SGQ3	4.940	91,454.73	GNMA	36296VUP1	5.240	110,226.78
GNMA	36295SGR1	5.440	259,584.63	GNMA	36296VUQ9	6.080	68,614.01
GNMA	36295SGT7	5.640	64,465.57	GNMA	36296VUW6	5.980	184,707.45
GNMA	36295SGU4	5.740	51,222.55	GNMA	36296VUX4	6.480	35,339.55
GNMA	36295SGV2	5.840	148,473.70	GNMA	36297BQ38	4.840	140,821.80
GNMA	36295SGW0	5.780	70,189.22	GNMA	36297BQ46	5.340	139,791.98
GNMA	36295SGZ3	6.180	147,333.82	GNMA	36297BQ61	5.840	43,298.47
GNMA	36295SML7	5.190	44,198.19	GNMA	36297BQX2	4.990	131,714.45
				GNMA	36297BQY0	5.490	107,011.08

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GNMA	36297BSF9	6.340	86,327.50
GNMA	36297BSJ1	6.480	74,259.21
GNMA	36297BWL1	5.980	29,935.79
GNMA	36297JSZ8	4.500	7,579.37
GNMA	36297KAK7	5.250	522,560.73
GNMA	36297KE64	5.250	755,629.73

WAM
Wt Avg

Whole Mortgage			
Loans	10/3/2025	6.923	1,353,859.73

237,261,965.37
Series 2013 AB

FNMA	3138MHEM1	3.400	328,391.45
FNMA	3138MMV90	3.400	120,249.55
FNMA	3138MMWA6	3.650	107,859.82
FNMA	3138MRFA4	3.530	105,708.55
FNMA	3138W2QJ7	3.025	149,725.73
FNMA	3138W6W51	3.025	254,906.61
FNMA	3138WNEW5	3.025	79,666.93
FNMA	3138WSHW1	2.275	953,864.88
FNMA	3138WSHX9	3.025	198,964.07
FNMA	3138XTNN1	3.525	796,798.67
FNMA	3138Y7XF4	3.525	832,029.87
FNMA	31390HLU7	2.490	45,575.91
FNMA	31391QSD4	2.490	216,080.41
FNMA	31402JKM8	4.190	48,542.74
FNMA	31405XZ71	4.790	96,648.46
FNMA	3140E8Z35	2.775	456,997.12
FNMA	3140F8L62	3.050	1,112,170.41
FNMA	3140FUM62	2.550	2,214,514.70
FNMA	3140GTF96	2.550	115,793.64
FNMA	3140HIHC7	3.050	1,195,031.88
FNMA	3140JGEW1	4.300	935,585.09
FNMA	3140JPXD2	3.425	148,051.36
FNMA	3140JQE82	4.175	448,045.70
FNMA	31411CSD4	2.170	396,674.90
FNMA	31413CVY2	5.440	291,213.60
FNMA	31413QF94	5.540	182,796.55
FNMA	31414JLY7	5.740	221,432.23
FNMA	31415PTL2	5.940	59,458.63
FNMA	31415XDA6	5.840	226,739.71
GNMA	36177WJD3	3.000	74,454.44
GNMA	36177WSQ4	3.000	1,332,935.43
GNMA	36177WYB0	3.000	2,807,645.07
GNMA	36178L6J7	3.000	1,429,245.82
GNMA	36178L6K4	3.250	1,101,800.39
GNMA	36178LPQ0	3.000	2,627,950.44
GNMA	36178LXV0	3.000	3,061,526.41
GNMA	36178MG62	2.750	75,641.55
GNMA	36178MHG9	3.000	2,102,858.93
GNMA	36178MHH7	3.250	1,195,091.78
GNMA	36179H4C2	2.500	1,877,879.88
GNMA	36179H4D0	2.750	220,699.82
GNMA	36179H4E8	3.000	119,355.11
GNMA	36179H4F5	3.000	1,423,861.45
GNMA	36179H4G3	3.250	673,152.80
GNMA	36179HRL7	2.500	95,186.25
GNMA	36179HRM5	3.000	397,102.62
GNMA	36179HRN3	3.000	259,488.12
GNMA	36179HRP8	3.250	1,672,308.91

GNMA	36179JGV3	2.500	1,191,669.14
GNMA	36179JGW1	3.000	51,246.04
GNMA	36179JGX9	3.000	1,333,695.67
GNMA	36179JGY7	3.250	106,422.36
GNMA	36179JP68	2.500	1,016,458.19
GNMA	36179JP76	3.000	1,979,500.32
GNMA	3617A9W78	3.250	944,951.93
GNMA	3617A9X36	3.750	120,762.62
GNMA	3617AAD50	2.750	302,490.99
GNMA	3617AUGR5	2.750	290,718.34
GNMA	3617G84V2	3.750	153,903.97
GNMA	3617G8X40	2.750	613,147.69
GNMA	3617HGL93	3.625	659,003.62
GNMA	36180KG47	1.750	209,343.73
GNMA	36180KG54	2.000	1,793,609.11
GNMA	36180KG62	2.500	555,547.63
GNMA	36180KG70	2.500	926,881.24
GNMA	36180KG88	3.000	512,292.81
GNMA	36180KRQ6	2.000	3,457,656.02
GNMA	36182J4E9	3.000	303,134.63
GNMA	36185BP75	2.500	1,071,279.87
GNMA	36194GLV4	3.000	745,531.72
GNMA	36194GLZ5	2.250	351,909.33
GNMA	36194GR48	2.500	271,447.99
GNMA	36198QSF6	3.250	593,448.25
GNMA	36200EZ95	5.260	33,201.53
GNMA	36200EZL8	5.260	209,649.43
GNMA	3620AFPA9	4.750	559,391.94
GNMA	3620C3P97	3.950	853,284.30
GNMA	3620C3QE5	4.400	840,589.80
GNMA	36212AJZ9	6.770	111,331.18
GNMA	36212AKL8	6.350	73,159.81
GNMA	36220FSA3	8.380	1,838.48
GNMA	36223G2C2	7.875	5,192.57
GNMA	36224BVN6	6.860	48,583.40
GNMA	36290YFJ2	4.190	194,544.31
GNMA	36291VG98	4.790	141,342.08
GNMA	36292MKS0	4.590	164,742.82
GNMA	36296NLG9	5.090	105,963.84
GNMA	36296NLN4	5.190	93,010.58

Total Series 2013 AB
57,879,583.67
Series 2013 CD

FNMA	31386EDF2	5.950	23,615.30
FNMA	31388PF71	5.260	148,970.90
FNMA	3138WVJM4	2.275	2,613,291.28
FNMA	3138WVJN2	2.775	58,808.01
FNMA	3138WX5X1	2.275	2,245,340.04
FNMA	3138WX5Y9	2.775	247,847.88
FNMA	3138X2K52	2.275	3,038,652.10
FNMA	3138X2K60	2.775	441,889.03
FNMA	3138X6BQ7	2.275	4,796,730.39
FNMA	3138XWBF4	4.025	643,602.35
FNMA	3138YAYF6	3.775	344,846.22
FNMA	31391QSY1	5.260	16,676.06
FNMA	31408B7D4	5.190	70,838.89
FNMA	31408BEN4	4.590	152,391.76
FNMA	31408BKA5	4.590	573,577.29
FNMA	31409XAA7	5.140	129,574.01
FNMA	3140E7CT5	3.025	1,635,367.94
FNMA	3140GUHY6	3.300	571,084.11

Series 2013 CD				FNMA	3138X9XC8	3.275	107,332.51
FNMA	3140GXJD4	3.300	337,016.97	FNMA	3138X9XD6	3.525	104,715.74
FNMA	3140GXJF9	3.800	490,257.63	FNMA	3138XCPX4	2.775	461,850.38
FNMA	3140H4GU2	3.050	1,149,904.39	FNMA	3138XCPY2	3.275	97,183.63
FNMA	31411NFQ5	3.490	98,534.20	FNMA	3138XDEH9	3.275	1,346,964.77
FNMA	31412AYS7	3.170	98,366.57	FNMA	3138XDEJ5	3.525	423,069.45
FNMA	31413YCL3	5.540	67,046.76	FNMA	3138XDEK2	3.775	112,685.11
FNMA	31414JLS0	5.590	42,455.50	FNMA	3138XDEL0	4.025	64,268.22
FNMA	31414JLW1	5.540	943,602.42	FNMA	3138XGC43	2.775	144,690.38
FNMA	31415PTJ7	5.540	71,778.47	FNMA	3138XGC50	3.275	627,575.43
FNMA	31415PTM0	6.140	167,010.90	FNMA	3138XGC76	3.525	2,429,912.32
FNMA	31415SFN7	5.190	102,546.53	FNMA	3138XGC92	4.025	465,131.62
GNMA	3617A9WV5	2.250	110,072.99	FNMA	3138XGDA8	4.025	88,047.77
GNMA	3617HFWP7	3.625	425,449.82	FNMA	3138XGDB6	4.525	90,268.43
GNMA	3617HFWR3	3.875	997,404.02	FNMA	3138Y7XC1	3.525	28,695.18
GNMA	3617HGMFB7	3.875	300,987.82	FNMA	3138YFU93	2.775	112,870.67
GNMA	3617HGMF8	4.375	338,270.50	FNMA	3138YJVL7	2.775	101,816.87
GNMA	3617HGRS5	4.375	785,732.13	FNMA	31391QSZ8	5.260	79,029.74
GNMA	36180KBP5	2.500	97,988.10	FNMA	31402JKH9	2.490	136,816.20
GNMA	36180KRR4	1.750	389,061.10	FNMA	31402JKN6	4.790	110,611.31
GNMA	36180KRS2	2.000	763,374.35	FNMA	31406TN23	5.090	142,170.64
GNMA	36181D5S1	1.750	754,500.74	FNMA	3140EBBK6	3.025	282,609.30
GNMA	36181D5T9	2.000	5,720,177.37	FNMA	3140EBBM2	3.275	321,494.88
GNMA	36181D5U6	2.500	1,992,777.73	FNMA	3140F8L96	3.050	1,247,327.52
GNMA	36181DZJ8	2.500	2,408,922.47	FNMA	3140FUM88	3.050	2,634,523.58
GNMA	36181FDV0	1.750	584,808.64	FNMA	3140GRVL5	3.050	302,760.17
GNMA	36181FDW8	2.000	4,567,607.84	FNMA	3140GRVN1	3.300	675,931.08
GNMA	36181FDX6	2.500	2,424,750.99	FNMA	3140GUHZ3	3.300	374,141.32
GNMA	36181FUN9	2.500	2,686,495.14	FNMA	3140H4GV0	3.050	1,531,306.74
GNMA	36181FUP4	2.000	4,402,946.56	FNMA	3140HLZA7	3.175	122,171.23
GNMA	36182J4G4	3.750	512,159.00	FNMA	3140HPG92	3.925	920,055.08
GNMA	36194GLX0	3.250	1,499,790.33	FNMA	3140JPXG5	3.925	1,281,172.93
GNMA	36196HTT7	3.000	2,622,578.07	FNMA	3140JPXK6	4.050	465,709.20
GNMA	36198QSG4	3.250	452,240.85	FNMA	31410M6W5	5.140	447,217.45
GNMA	36200E2N0	4.490	118,538.18	FNMA	31410SKJ5	5.190	50,831.30
GNMA	36200E4C2	5.260	25,109.85	FNMA	31413GRF9	5.540	138,953.22
GNMA	36201TAH0	5.260	87,847.62	FNMA	31415XDE8	6.140	16,065.87
GNMA	3620APHB4	4.600	201,093.42	GNMA	3617A9WX1	3.250	465,571.06
GNMA	3620APIQ9	4.450	320,697.63	GNMA	3617A9WZ6	2.500	530,349.08
GNMA	3620AX3N6	4.250	885,664.12	GNMA	3617ATZB2	3.000	1,042,805.98
GNMA	3620C3KK7	4.100	590,703.89	GNMA	3617G9H46	4.125	1,053,491.95
GNMA	36211AAQ2	2.490	96,576.24	GNMA	3617HF3F1	3.500	828,898.31
GNMA	36213JVG7	5.260	111,366.91	GNMA	3617HF3J3	4.125	122,898.86
GNMA	36220V5L9	7.750	9,692.39	GNMA	36182AGQ8	2.000	6,354,539.76
GNMA	36291VBP7	4.990	112,711.78	GNMA	36182AGR6	2.250	221,763.51
GNMA	36292MSV5	5.580	110,550.10	GNMA	36182AGS4	2.500	1,529,234.34
GNMA	36292MXV9	4.890	312,847.06	GNMA	36182AGT2	2.500	2,830,955.40
GNMA	36294UYQ9	5.090	37,152.53	GNMA	36182AGU9	3.000	695,645.98
GNMA	36294VAT7	3.170	328,509.40	GNMA	36182AGV7	3.000	531,603.30
GNMA	36295SGN0	2.170	102,575.95	GNMA	36182AGW5	3.250	99,408.45
Total Series 2013 CD				GNMA	36182AGX3	3.500	106,206.91
				GNMA	36182AKE0	3.000	261,764.64
				GNMA	36182AKF7	3.000	1,392,128.35
				GNMA	36182AKG5	3.250	1,062,711.06
				GNMA	36182AKH3	3.500	466,477.25
				GNMA	36182AKJ9	3.750	210,263.19
				GNMA	36182ANE7	2.000	376,477.15
				GNMA	36182ANL1	3.000	236,959.25
				GNMA	36182ANN7	3.000	89,814.19
				GNMA	36182ANP2	3.500	93,360.31
Series 2013 EF							
FNMA	31385NHS1	7.100	105,400.43				
FNMA	31386EDA3	2.490	42,737.64				
FNMA	31388PF55	5.260	88,516.18				
FNMA	3138X6BR5	2.775	247,398.88				
FNMA	3138X9W88	2.275	5,230,402.92				
FNMA	3138X9W96	2.775	793,307.90				
FNMA	3138X9XA2	2.775	948,320.47				
FNMA	3138X9XB0	3.275	351,325.71				

Series 2013 EF				FNMA	3140GUH26	3.300	620,175.90
GNMA	36182ANQ0	3.500	100,453.61	FNMA	3140H4G24	3.550	1,995,227.13
GNMA	36182ANR8	3.750	1,142,151.75	FNMA	3140HAE44	3.050	1,028,700.84
GNMA	36182ANS6	3.750	354,921.88	FNMA	3140HKRG5	3.550	959,156.94
GNMA	36182ANT4	4.000	118,402.64	FNMA	3140HHPD2	4.425	240,982.39
GNMA	36182ANU1	4.250	217,353.09	FNMA	3140JJB24	3.675	672,580.46
GNMA	36183QVM4	3.000	151,297.08	FNMA	3140JPXE0	3.675	557,778.92
GNMA	36185B5M4	2.250	518,271.55	FNMA	3141INFU6	3.170	49,156.39
GNMA	36185BQB5	3.000	1,108,865.79	FNMA	31413GRD4	5.440	1,651,937.16
GNMA	36194HBY7	2.750	341,248.69	FNMA	31413YAY7	5.740	59,999.42
GNMA	36196HTQ3	2.250	380,757.92	FNMA	31413YCN9	5.640	248,773.77
GNMA	36198QSH2	3.250	448,080.55	GNMA	3617A9W29	2.500	522,485.90
GNMA	36198RG34	3.000	236,544.65	GNMA	3617A9W94	3.250	70,041.94
GNMA	36198RPB6	3.500	430,452.45	GNMA	3617AAQE7	2.500	459,991.41
GNMA	36200EZB0	5.260	185,304.87	GNMA	3617ATZC0	3.000	1,103,773.77
GNMA	36208D2L8	5.260	65,918.29	GNMA	3617G9MK4	3.000	218,553.17
GNMA	3620AFB48	5.250	433,169.06	GNMA	3617G9ML2	3.250	819,953.87
GNMA	3620AXV54	4.450	226,662.17	GNMA	3617HF3D6	3.250	193,555.34
GNMA	3620AYBD7	4.750	279,377.99	GNMA	3617HGRR7	4.250	494,435.48
GNMA	3620C3KQ4	5.250	220,711.90	GNMA	36182AJ85	1.750	896,427.91
GNMA	3620C3QG0	4.750	109,538.91	GNMA	36182J6F4	3.250	3,420,506.12
GNMA	3620C3X98	4.250	3,977,822.61	GNMA	36182J7E6	3.000	1,337,446.08
GNMA	3620C3YA4	4.400	648,320.64	GNMA	36182J7F3	3.250	2,582,793.43
GNMA	36211ARF5	5.650	100,567.91	GNMA	36182J7G1	3.750	904,120.15
GNMA	36212MRZ4	2.490	115,060.39	GNMA	36183QDJ1	3.250	586,343.65
GNMA	36212MS59	6.490	21,429.70	GNMA	36185B5S1	3.000	914,006.76
GNMA	36212MSU4	6.350	137,487.51	GNMA	36185BP91	2.750	65,637.86
GNMA	36213JY90	5.740	357,027.50	GNMA	36185BQA7	3.000	111,676.63
GNMA	36219XKT4	8.380	633.76	GNMA	36185BQE9	3.250	259,150.27
GNMA	362209SB5	5.500	8,160.55	GNMA	36194GRY2	2.500	1,277,666.15
GNMA	36223NHC1	7.190	99,541.20	GNMA	36196HTR1	2.500	2,613,236.77
GNMA	36224BSK6	7.875	3,924.18	GNMA	36196HTS9	3.000	287,482.35
GNMA	36230P2F6	3.950	567,449.16	GNMA	36198QS25	3.250	3,388,054.20
GNMA	36290YFX1	4.790	34,327.94	GNMA	36198QS33	3.750	1,600,647.72
GNMA	36290YHX9	4.790	42,152.33	GNMA	36198QSD1	3.000	106,555.86
GNMA	36291VAT0	2.490	158,727.46	GNMA	36198QSI8	3.250	3,413,155.31
GNMA	36291VAU7	4.390	114,785.32	GNMA	36198QSK5	3.750	2,263,562.94
GNMA	36291VG80	4.590	132,350.41	GNMA	36198QSZ2	3.000	659,663.25
GNMA	36292MKT8	5.190	46,426.26	GNMA	36198QUD8	3.000	372,879.24
GNMA	36295C7H8	5.540	420,722.31	GNMA	36198QUE6	3.250	2,086,320.58
GNMA	36296VUM8	5.290	114,460.83	GNMA	36198QUF3	3.750	113,353.59
Total Series 2013EF			60,669,578.46	GNMA	36198QUG1	3.750	627,088.18
Series 2014 AB				GNMA	36198QUZ9	3.250	41,273.48
FNMA	31384HJK0	5.950	59,199.78	GNMA	36198RN93	3.250	636,216.09
FNMA	3138XPUQ4	4.275	499,612.32	GNMA	36200EZT1	5.260	287,205.72
FNMA	3138XXES1	3.525	2,989,505.66	GNMA	36201TC62	5.090	83,451.27
FNMA	3138XZT76	3.525	4,507,138.99	GNMA	36201TCP0	0.000	40,199.07
FNMA	3138Y2A52	3.525	6,293,972.08	GNMA	3620APGU3	4.750	70,225.30
FNMA	3138Y2A60	4.025	975,667.98	GNMA	3620AXV47	4.200	197,839.00
FNMA	3138Y3FH9	3.525	2,469,396.23	GNMA	3620C3QA3	4.100	712,973.83
FNMA	3138Y3FJ5	4.025	351,796.50	GNMA	3620C3QB1	4.250	1,806,477.57
FNMA	3138YTA53	3.025	123,359.77	GNMA	3620C3X64	3.950	1,950,203.34
FNMA	3138YTA79	3.775	109,599.79	GNMA	36210FZS8	6.140	110,864.76
FNMA	31404N3M6	2.490	121,936.30	GNMA	36213JXY6	5.740	103,711.56
FNMA	31405XZZ9	4.790	39,223.00	GNMA	36213JYP4	5.740	61,889.61
FNMA	31407Q4Y9	4.590	229,471.00	GNMA	36213JZL2	5.740	143,305.23
FNMA	31409WJG7	5.340	178,522.30	GNMA	36224BSP5	5.500	1,028.91
FNMA	3140E7CV0	3.275	631,422.36	GNMA	36224BVS5	6.860	37,501.33
FNMA	3140F8MB0	3.550	578,439.93	GNMA	36230P2G4	4.100	844,636.32
FNMA	3140GRVP6	3.800	1,508,447.77	GNMA	36290YFV5	2.490	124,710.70

Series 2014 AB				GNMA	36183QED3	3.000	1,457,462.06
GNMA	36291VA94	4.390	394,956.98	GNMA	36183QEE1	3.500	1,125,522.39
GNMA	36291VHD8	4.890	220,000.23	GNMA	36183QVL6	3.000	1,587,521.10
GNMA	36292HBZ5	4.890	75,579.89	GNMA	36183QVP7	3.500	1,321,715.28
GNMA	36294UYR7	5.290	22,035.08	GNMA	36183QWB7	2.250	438,157.72
GNMA	36294XRB4	5.340	167,196.16	GNMA	36183QWC5	2.500	795,728.08
Total Series 2014 AB				GNMA	36183QWD3	2.750	393,188.21
				GNMA	36183QWE1	3.000	235,960.04
Series 2015 AB				GNMA	36183QWF8	3.000	1,083,339.06
FNMA	3138Y5P83	4.025	398,209.91	GNMA	36183QWG6	3.500	1,056,455.64
FNMA	3138Y7XD9	3.525	3,433,978.60	GNMA	36183QZJ7	2.500	1,982,354.42
FNMA	3138YAYD1	3.275	719,884.74	GNMA	36183QZK4	3.000	1,209,454.71
FNMA	3138YAYE9	3.525	2,565,643.01	GNMA	36183QZM0	3.500	569,051.79
FNMA	3138YDYS2	3.275	2,563,525.02	GNMA	36185B6T8	2.500	1,049,218.59
FNMA	3138YDYL70	3.525	860,783.16	GNMA	36194GJS4	2.500	558,594.39
FNMA	3138YFVA9	3.275	2,191,183.82	GNMA	36194GJU9	3.000	89,965.59
FNMA	3138YFVC5	3.775	556,739.85	GNMA	36194GJW5	3.500	61,610.69
FNMA	3138YKEW9	3.275	2,745,914.40	GNMA	36194GRZ9	2.500	558,806.41
FNMA	3138YLRG8	3.275	1,057,343.61	GNMA	36196H3K4	3.000	1,030,744.23
FNMA	3138YLRH6	3.775	537,657.66	GNMA	36198RN77	3.000	722,951.89
FNMA	3138YLRJ2	2.775	1,220,003.22	GNMA	36198RPC4	3.750	2,138,207.89
FNMA	3138YLRK9	3.275	166,508.14	GNMA	36200E2M2	2.490	156,601.11
FNMA	3138YRL71	2.775	2,402,045.83	GNMA	36200E3M1	2.490	135,292.57
FNMA	3138YRL89	3.275	226,145.61	GNMA	36200E4R9	4.790	285,950.57
FNMA	3138YRL97	3.275	459,922.61	GNMA	36201TAU1	5.740	645,148.19
FNMA	3138YRUW6	2.775	69,750.76	GNMA	3620AFPB7	5.250	119,782.01
FNMA	31407Q4V5	2.490	228,598.58	GNMA	3620APDE2	5.750	242,923.54
FNMA	31407Q4W3	2.490	247,988.24	GNMA	3620AXW20	3.950	955,333.08
FNMA	3140E7CU2	3.025	556,443.81	GNMA	3620C3KN1	4.400	1,355,064.48
FNMA	3140F8L70	3.050	603,913.93	GNMA	3620C3X56	3.700	232,258.63
FNMA	3140GPY51	3.800	1,756,996.87	GNMA	36212AKK0	2.490	97,174.52
FNMA	3140GRVQ4	3.800	847,375.34	GNMA	36213JTV7	4.790	67,385.15
FNMA	3140GTGA2	3.050	523,819.48	GNMA	36292G5Q4	4.590	309,402.20
FNMA	3140H1HD5	3.050	1,578,321.23	GNMA	36292GZH1	4.590	335,718.64
FNMA	3140H4GX6	3.050	1,364,887.68	GNMA	36296C2G4	5.340	311,061.13
FNMA	3140HKRB6	3.050	246,810.59	GNMA	36296VUU0	5.340	352,853.62
FNMA	3140HPHA8	4.050	477,651.47	Total Series 2015 AB			
FNMA	3140JJB40	3.925	591,416.87				
FNMA	3140JJBZ1	3.550	601,857.10				
FNMA	3140JPXJ9	4.050	741,360.37				
FNMA	3140JVAL6	3.050	193,458.00				
FNMA	31410TRF4	3.170	271,798.17				
FNMA	31411CR94	3.490	58,800.31				
FNMA	31411INFZ5	5.540	277,981.30				
FNMA	31413CVW6	5.340	572,240.57				
FNMA	31413CVX4	5.440	539,625.46				
FNMA	31413QF86	5.440	386,364.93				
FNMA	31413UM30	5.840	702,238.43				
FNMA	31414LRV2	5.540	402,920.36				
GNMA	3617A9WY9	2.500	642,753.37				
GNMA	3617AAD92	3.000	603,819.70				
GNMA	3617AAQH0	3.250	373,390.67				
GNMA	3617G84N0	2.875	175,660.54				
GNMA	3617G84P5	3.000	280,418.50				
GNMA	3617G84T7	3.500	261,254.73				
GNMA	3617G84U4	3.625	281,889.45				
GNMA	3617G9MU2	4.250	892,506.02				
GNMA	36182JCY6	3.000	64,232.47				
GNMA	36183QDG7	2.750	569,384.73				
GNMA	36183QDH5	3.000	2,924,521.98				
GNMA	36183QDL6	3.750	967,055.80				
				Series 2015 CD			
				FNMA	31383M2X0	5.650	64,252.90
				FNMA	31388PF48	5.740	42,293.81
				FNMA	31388PF97	5.260	20,760.76
				FNMA	3138XPUN1	4.025	84,850.00
				FNMA	3138XWBE7	3.525	2,226,707.10
				FNMA	3138YVS26	2.775	3,614,046.86
				FNMA	3138YVS34	3.025	3,642,684.61
				FNMA	3138YYAD5	2.775	1,216,033.76
				FNMA	3138YYAE3	3.025	2,770,497.80
				FNMA	3138YYAG8	3.525	981,633.17
				FNMA	31402JKG1	5.880	24,703.33
				FNMA	31406TN56	4.390	115,177.96
				FNMA	3140E1KP7	2.775	2,112,872.75
				FNMA	3140E1KQ5	3.025	1,632,582.33
				FNMA	3140E1KR3	3.275	607,637.32
				FNMA	3140E1KS1	3.525	876,729.23
				FNMA	3140E4U54	2.775	4,546,016.58
				FNMA	3140E4U62	3.025	4,240,636.46
				FNMA	3140E4U70	3.275	556,469.83
				FNMA	3140E4U88	3.525	694,162.71
				FNMA	3140ECN39	3.525	118,728.72
				FNMA	3140F8L88	3.050	826,291.36

Series 2015 CD				GNMA	36296NRF5	4.940	143,069.35
FNMA	3140FFUZ2	2.800	496,297.52	GNMA	36296VF37	5.740	611,874.87
FNMA	3140GUH42	3.550	233,483.94	GNMA	36296VIFY9	5.340	86,329.99
FNMA	3140H4GW8	3.050	1,125,924.52	Total Series 2015 CD			
FNMA	3140HKRF7	3.550	961,627.17	91,899,112.97			
FNMA	3140JGEZ4	4.175	985,228.26	Series 2016 AB			
FNMA	3140JJB65	4.425	569,084.63	FNMA	3138XLE65	2.775	117,357.51
FNMA	3140JQFA6	4.425	503,926.37	FNMA	3138XLFA5	3.775	298,754.79
FNMA	31410THD0	3.170	225,959.47	FNMA	3138XTNP6	4.025	61,968.63
FNMA	31411CSE2	3.170	183,124.61	FNMA	31402JKF3	4.190	66,977.12
FNMA	31412YJ86	3.170	176,815.34	FNMA	31402JJK2	5.260	79,277.47
FNMA	31413QGB8	5.840	385,156.61	FNMA	31406TPA3	4.790	30,878.37
FNMA	31414PXA2	5.440	323,306.02	FNMA	3140E7CW8	3.275	995,281.51
GNMA	3617A9UD7	2.250	1,141,858.85	FNMA	3140E7CX6	3.275	797,736.49
GNMA	3617A9UE5	2.500	4,198,761.89	FNMA	3140E7CY4	3.525	1,261,258.91
GNMA	3617A9UF2	2.750	2,919,503.30	FNMA	3140E8Z50	3.275	3,853,501.86
GNMA	3617A9UG0	3.000	3,396,989.44	FNMA	3140EBBL4	3.275	3,697,495.10
GNMA	3617A9UH8	3.250	2,065,098.78	FNMA	3140EBBN0	3.775	1,401,240.12
GNMA	3617A9W37	2.750	4,350,045.44	FNMA	3140ECN21	3.275	1,089,264.62
GNMA	3617AAD76	3.000	50,013.56	FNMA	3140ECN47	3.775	682,072.61
GNMA	3617AAM76	3.250	433,789.64	FNMA	3140ECNZ8	3.025	1,688,203.10
GNMA	3617ATZA4	2.750	748,229.09	FNMA	3140EYHK0	3.050	1,831,676.16
GNMA	3617ATZE6	3.250	284,342.05	FNMA	3140EYHL8	3.300	252,464.74
GNMA	3617HF3H7	3.875	192,070.94	FNMA	3140EYHM6	3.550	412,202.36
GNMA	36182AKA8	2.250	383,402.94	FNMA	3140EYHN4	3.800	634,334.86
GNMA	36182ANG2	2.500	484,343.14	FNMA	3140FOX90	3.050	1,508,023.75
GNMA	36182JC59	3.750	823,655.71	FNMA	3140F0YA6	3.300	207,258.58
GNMA	36182JCZ3	3.250	674,573.81	FNMA	3140F0YB4	3.550	774,182.48
GNMA	36182JHC9	3.500	360,163.72	FNMA	3140F0YC2	3.800	167,854.85
GNMA	36183QZH1	2.250	613,566.67	FNMA	3140F2XN5	3.050	2,339,122.89
GNMA	36185B5P7	2.750	3,456,744.78	FNMA	3140F2XP0	3.300	75,582.58
GNMA	36185B5T9	3.250	2,643,280.22	FNMA	3140F3WX2	3.550	836,185.14
GNMA	36185B6R2	2.250	552,966.54	FNMA	3140F3WY0	3.800	180,139.10
GNMA	36185B6S0	2.500	1,661,398.85	FNMA	3140F7KL2	3.050	4,556,226.68
GNMA	36185B6U5	2.750	1,307,303.03	FNMA	3140FUM70	3.050	563,331.84
GNMA	36185B6V3	3.000	1,652,559.21	FNMA	3140H4G32	3.550	1,461,744.23
GNMA	36185B6W1	3.250	2,086,768.74	FNMA	3140HAEB2	3.050	986,118.30
GNMA	36185BP83	2.500	1,209,283.90	FNMA	3140HLZG4	4.175	799,697.05
GNMA	36185BSH0	2.750	3,509,574.21	FNMA	3140JKAP1	3.425	226,404.75
GNMA	36185BSJ6	3.000	1,761,632.32	FNMA	3140JKAQ9	3.550	206,471.71
GNMA	36185BSK3	3.250	2,511,851.73	FNMA	3140JKAX4	4.425	124,567.91
GNMA	36194GLY8	3.500	235,718.15	FNMA	3140JMRU8	4.300	260,340.94
GNMA	36196JG91	3.750	1,623,310.56	FNMA	3140JQE90	4.300	671,196.08
GNMA	3620AYBB1	3.950	225,763.13	FNMA	3140JVAG7	3.675	894,127.00
GNMA	3620AYBE5	5.250	155,757.93	FNMA	31410TRE7	4.890	21,130.06
GNMA	3620C3KL5	4.250	4,181,166.05	FNMA	31412AYW8	5.440	1,048,946.75
GNMA	3620C3X72	4.100	297,917.69	FNMA	31412YKA9	5.340	1,022,723.92
GNMA	36212MRV3	7.100	55,833.64	FNMA	31415LZ42	5.440	931,145.05
GNMA	36212MSY6	6.490	32,744.04	GNMA	3617A9W86	3.250	2,464,413.27
GNMA	36213JWC5	6.580	108,767.78	GNMA	3617A9XA0	3.500	1,322,105.26
GNMA	36213JXS9	6.490	126,669.36	GNMA	3617AAD43	2.500	305,960.17
GNMA	36213JYX7	5.740	29,525.76	GNMA	3617AAD84	3.000	3,204,775.10
GNMA	36213JZD0	5.740	702,152.49	GNMA	3617AAKM5	3.250	759,181.95
GNMA	362209R91	5.500	2,293.83	GNMA	3617AAKN3	3.500	2,943,796.85
GNMA	36220V5G0	8.380	3,117.69	GNMA	3617AAM27	2.250	128,370.60
GNMA	36290YFK9	4.790	121,429.79	GNMA	3617AAM35	2.750	1,636,125.95
GNMA	36291VBD4	5.290	113,847.40	GNMA	3617AAM50	3.000	3,806,164.90
GNMA	36292BQT6	4.790	140,062.09	GNMA	3617AAM84	3.500	3,476,569.32
GNMA	36294QZM6	2.170	81,326.08	GNMA	3617AAQF4	2.750	990,970.19
GNMA	36296CVS6	5.440	160,958.99	GNMA	3617AAQJ6	3.500	1,734,421.40
				GNMA	3617G9H20	3.750	231,246.14

Series 2016 AB				FNMA	3140FCY93	2.800	3,496,643.01
GNMA	3617HFTJ5	4.375	1,007,693.32	FNMA	3140FCZA9	3.050	1,774,493.29
GNMA	3617HGAJ3	3.500	931,695.58	FNMA	3140FCZB7	3.300	1,774,888.62
GNMA	36182J4F6	3.250	768,265.40	FNMA	3140FCZC5	3.550	351,897.72
GNMA	36182JCV2	2.250	238,364.47	FNMA	3140FFU25	2.800	4,118,359.14
GNMA	36182JES7	2.000	206,551.91	FNMA	3140FFU33	3.050	645,248.71
GNMA	36185BP59	2.250	1,116,322.03	FNMA	3140FFU41	3.300	1,934,634.64
GNMA	36185BSE7	2.250	744,378.37	FNMA	3140FFUY5	2.550	116,894.24
GNMA	36192SUF5	2.500	135,501.72	FNMA	3140FKK58	2.550	1,150,588.82
GNMA	36192SUG3	2.750	1,397,037.04	FNMA	3140FKK66	2.800	2,659,042.72
GNMA	36192SUH1	3.000	698,773.16	FNMA	3140FKK74	3.050	427,287.02
GNMA	36192SUJ7	3.250	886,125.55	FNMA	3140FKK82	3.300	1,903,364.20
GNMA	36192SUK4	3.500	1,130,532.82	FNMA	3140FMUN4	2.550	2,772,043.53
GNMA	36192SW30	2.500	813,426.29	FNMA	3140FMUP9	2.800	867,362.20
GNMA	36192SW48	2.750	2,182,815.53	FNMA	3140FMUQ7	3.050	2,092,181.33
GNMA	36192SW55	3.000	269,869.52	FNMA	3140FMUR5	3.300	788,566.66
GNMA	36192SW63	3.250	1,480,427.78	FNMA	3140FP7C7	2.550	4,718,206.48
GNMA	36192SW71	3.500	485,941.91	FNMA	3140FP7D5	2.800	107,736.59
GNMA	36192SYU8	2.500	1,139,137.63	FNMA	3140FP7E3	3.050	75,675.49
GNMA	36192SYV6	2.750	1,437,718.44	FNMA	3140FP7F0	3.050	2,656,574.70
GNMA	36192SYW4	3.000	345,690.06	FNMA	3140FP7G8	3.300	64,967.01
GNMA	36192SYX2	3.250	2,204,946.00	FNMA	3140FSG31	2.550	63,232.31
GNMA	36192UE27	3.250	4,201,575.35	FNMA	3140GUHX8	3.300	1,701,208.54
GNMA	36192UEZ4	2.750	344,951.71	FNMA	3140H4GY4	3.050	827,162.45
GNMA	36194GR30	2.500	637,922.27	FNMA	3140HAEC0	3.050	955,210.99
GNMA	36196HTU4	3.500	324,321.36	FNMA	3140HKRJ9	3.550	697,194.03
GNMA	36196JG75	3.000	421,164.45	FNMA	3140HKRK6	3.675	839,057.67
GNMA	36198RGS9	3.000	628,438.35	FNMA	3140HKRL4	3.800	170,477.02
GNMA	36198RPA8	3.250	822,204.26	FNMA	3140HPG68	3.550	1,456,447.44
GNMA	36200E4B4	5.090	100,651.20	FNMA	3140JPXH3	4.050	478,535.37
GNMA	36201TBK2	4.790	180,857.34	FNMA	31410TG90	4.890	48,104.90
GNMA	36201TC47	2.490	149,869.63	FNMA	31413ULP2	3.170	66,793.54
GNMA	36201TCR6	4.190	109,220.87	FNMA	31413YAX9	5.440	183,144.64
GNMA	3620AFJ40	4.750	736,225.51	FNMA	31414TGR6	5.540	419,147.17
GNMA	3620APBY0	4.500	197,389.24	GNMA	3617ATZD8	3.000	514,596.78
GNMA	3620APDD4	5.250	94,738.30	GNMA	3617HGRM8	3.750	1,161,258.69
GNMA	3620APGW9	5.250	418,746.78	GNMA	36181FUR0	2.000	1,657,260.14
GNMA	3620AX3P1	4.400	137,028.68	GNMA	36185BSF4	2.500	897,550.27
GNMA	36213JW27	5.260	134,949.17	GNMA	36185BSG2	2.500	1,857,519.45
GNMA	36223H2Q9	7.875	13,279.31	GNMA	36194GJT2	2.750	2,311,667.01
GNMA	36291VAV5	4.790	136,193.64	GNMA	36194GJV7	3.250	2,859,458.38
GNMA	36292BQS8	4.590	183,966.10	GNMA	36194GL28	2.500	1,794,186.84
GNMA	36292BQU3	4.890	78,404.90	GNMA	36194GL36	2.750	2,349,565.85
GNMA	36292MST0	3.490	278,079.57	GNMA	36194GR55	2.750	1,462,827.20
GNMA	36294QP54	2.170	275,075.74	GNMA	36194GR63	3.000	2,475,007.78
GNMA	36294QZL8	4.590	57,278.56	GNMA	36194GR71	3.250	2,541,877.46
GNMA	36296NRJ7	5.740	436,214.12	GNMA	36194HB27	3.250	657,084.61
GNMA	36296VFX5	5.390	196,228.12	GNMA	36194HBW1	2.250	1,164,685.16
GNMA	36296VFZ6	5.440	145,245.84	GNMA	36194HBX9	2.500	4,479,135.70
GNMA	36296VNN4	5.740	445,805.95	GNMA	36194HBZ4	3.000	4,066,137.59
Total Series 2016 AB				GNMA	36194HFS6	2.250	1,382,458.35
				GNMA	36194HFT4	2.500	2,719,669.35
				GNMA	36194HFU1	2.750	457,971.96
				GNMA	36194HFV9	3.000	3,735,961.63
				GNMA	36194HFW7	3.250	281,849.16
				GNMA	36194HKN1	2.250	937,857.26
				GNMA	36194HKP6	2.500	3,139,480.35
				GNMA	36194HKQ4	2.750	67,417.52
				GNMA	36196HKE9	3.000	3,559,574.38
				GNMA	36196HKF6	3.250	132,132.34
Series 2016 CD							
FNMA	31386EDC9	5.950	14,450.57				
FNMA	31388PF22	5.740	8,247.22				
FNMA	3138XH6X4	2.775	124,111.28				
FNMA	3138XRPB9	3.525	687,442.56				
FNMA	31391QSR6	5.260	71,529.91				
FNMA	31391QSS4	5.490	141,739.38				
FNMA	31405XZ63	2.490	227,814.06				
FNMA	3140FAMJ8	3.050	3,483,970.46				

Series 2016 CD				GNMA	3617ATVG5	2.750	487,200.70
GNMA	36196HNP1	2.250	710,153.42	GNMA	3617ATVJ9	3.250	1,070,255.65
GNMA	36196HNPQ9	3.000	3,188,093.59	GNMA	3617ATVK6	3.500	530,147.31
GNMA	36196HNR7	2.500	61,522.57	GNMA	3617AUC99	2.750	819,200.89
GNMA	36198RJC1	3.000	454,802.67	GNMA	3617AUDA5	3.000	3,954,377.01
GNMA	36201TBL0	5.090	130,157.73	GNMA	3617AUDB3	3.500	4,354,258.45
GNMA	36203HS28	6.860	28,334.47	GNMA	3617HGAK0	3.625	1,310,940.17
GNMA	3620AN2H2	4.750	180,152.22	GNMA	3617HGRQ9	4.125	216,964.08
GNMA	3620APGQ2	3.950	156,868.61	GNMA	36182J2Q4	3.500	58,467.71
GNMA	3620AX3L0	3.950	3,035,337.17	GNMA	36182JC34	3.500	285,094.94
GNMA	3620AXV39	4.100	793,078.74	GNMA	36182JCU4	2.000	93,985.99
GNMA	3620AXV70	4.750	177,768.82	GNMA	36182JHB1	3.000	818,663.46
GNMA	3620AXVZ8	3.700	234,357.27	GNMA	36182JHE5	4.000	405,764.90
GNMA	36210FZL3	5.650	203,578.34	GNMA	36183QVK8	2.750	851,154.83
GNMA	36212MSA8	7.100	49,232.64	GNMA	36192UEW1	2.750	3,767,858.27
GNMA	36213JWU5	5.260	185,718.82	GNMA	36196JKY1	3.000	412,842.69
GNMA	36223B6X3	7.875	3,017.29	GNMA	36196JLY0	3.250	2,339,466.16
GNMA	36290YGG1	5.090	88,074.78	GNMA	36196JLZ7	3.750	2,596,525.69
GNMA	36291VBA0	4.590	130,998.25	GNMA	36198QSE9	3.000	394,425.89
GNMA	36292HBY8	4.590	379,705.80	GNMA	36198RN85	3.250	778,690.64
GNMA	36294QZN4	3.170	338,371.53	GNMA	36200E3P4	5.260	420,234.69
GNMA	36294VAS9	2.170	259,976.69	GNMA	36201TBJ5	4.190	122,426.38
GNMA	36294XG67	5.540	172,246.30	GNMA	36201TBZ9	5.090	206,307.93
GNMA	36295XQD0	5.440	401,478.37	GNMA	36201TCQ8	2.490	144,805.02
GNMA	36296NLJ3	5.340	822,555.76	GNMA	36208D2N4	5.740	153,955.93
GNMA	36296VNM6	5.540	76,998.06	GNMA	3620APGS8	4.650	155,595.92
Total Series 2016 CD				GNMA	3620AX4Q8	5.250	160,213.06
				GNMA	3620AXW46	4.250	276,843.10
				GNMA	36210FZV1	5.650	188,303.45
Series 2017 ABC				GNMA	36212AK46	6.770	79,677.93
FNMA	31386W3K2	5.740	20,807.92	GNMA	36212AKA2	6.350	87,837.69
FNMA	3138XCPU0	2.275	1,822,459.53	GNMA	36212AKX2	6.770	52,441.05
FNMA	3138XH6Y2	3.525	972,521.24	GNMA	36212MSH3	5.950	21,966.31
FNMA	31409WJE2	4.790	38,532.31	GNMA	36212MSK6	4.190	169,971.28
FNMA	3140GU4J3	3.050	2,523,744.18	GNMA	36213JW35	5.490	81,563.69
FNMA	3140GU4K0	3.300	1,797,753.86	GNMA	36213JWV3	5.740	41,377.22
FNMA	3140GU4L8	3.550	617,773.70	GNMA	36213JY33	5.740	119,040.09
FNMA	3140GU4M6	3.800	2,295,407.23	GNMA	36223B6V7	7.875	9,505.12
FNMA	3140GUH34	3.300	559,325.39	GNMA	36224BVP1	7.190	1,650.82
FNMA	3140GUH59	3.800	3,992,853.75	GNMA	36230KJ36	4.100	1,319,832.84
FNMA	3140GXJC6	3.050	7,083,213.15	GNMA	36230P2H2	4.250	445,610.91
FNMA	3140GXJE2	3.550	3,842,322.19	GNMA	36290YFW3	4.190	474,268.49
FNMA	3140HIHE3	3.050	4,785,598.09	GNMA	36291VA86	2.490	72,681.21
FNMA	3140HIHF0	3.300	56,695.75	GNMA	36291VG23	4.590	294,871.27
FNMA	3140HIHG8	3.550	4,233,977.92	GNMA	36291VG72	4.390	37,986.12
FNMA	3140H25N4	3.050	11,013,572.16	GNMA	36292BQQ2	2.490	304,911.49
FNMA	3140H25P9	3.550	4,590,567.30	GNMA	36292GWU5	2.490	287,150.08
FNMA	3140H4GZ1	3.050	900,469.03	GNMA	36292HBX0	2.490	280,827.19
FNMA	3140HKRE0	3.550	1,007,892.86	GNMA	36292MPK2	4.790	136,697.40
FNMA	3140JPXF7	3.800	626,654.00	GNMA	36294QP88	5.340	166,155.41
FNMA	31410XMD5	3.490	171,471.53	GNMA	36294XMR4	3.490	630,739.10
FNMA	31413YCR0	5.840	110,423.27	GNMA	36295C2W0	5.340	140,810.30
FNMA	31414LRQ3	3.170	80,872.00	GNMA	36295XKB0	2.170	64,307.05
FNMA	31414PXD6	5.540	694,957.47	GNMA	36296VF45	5.840	262,400.66
FNMA	31414TGM7	3.170	286,935.45	GNMA	36296VNL8	5.340	293,015.08
FNMA	31414YA83	5.440	1,067,212.77	Total Series 2017 ABC			
FNMA	31415LZ59	5.440	104,624.91				
GNMA	3617AAM68	3.000	308,830.81	Series 2018 AB			
GNMA	3617AAQG2	3.000	1,428,436.65	FNMA	31378FP25	6.140	40,637.39
GNMA	3617AT6B4	2.750	859,502.01	FNMA	31383M2Y8	5.950	22,846.76
GNMA	3617AT6E8	3.250	79,469.64	FNMA	3138XLFC1	4.525	116,371.54
GNMA	3617AT6F5	3.500	1,714,142.09				

Series 2018 AB

FNMA	3138XRPD5	4.025	79,327.42
FNMA	31402JKJ5	5.090	32,537.95
FNMA	31408BEQ7	4.590	393,712.55
FNMA	31409W7M7	2.490	332,779.66
FNMA	3140GUHW0	3.300	780,378.94
FNMA	3140H7AL1	3.550	3,949,739.59
FNMA	3140HAED8	3.050	3,878,175.17
FNMA	3140HAE66	3.550	2,052,331.50
FNMA	3140HECY6	3.050	7,806,942.44
FNMA	3140HECZ3	3.550	3,434,047.27
FNMA	3140HGXX0	3.050	5,867,264.84
FNMA	3140HGXY8	3.550	3,807,188.91
FNMA	3140HGXCZ5	3.675	73,036.10
FNMA	3140HHR23	3.050	4,891,590.54
FNMA	3140HHR31	3.175	3,522,507.27
FNMA	3140HHR56	3.550	958,284.14
FNMA	3140HHR64	3.550	1,943,619.02
FNMA	3140HHR72	3.675	1,205,985.86
FNMA	3140HHR80	3.800	770,998.49
FNMA	3140HHR98	4.050	632,416.66
FNMA	3140HKRC4	3.175	354,057.78
FNMA	3140JMRV6	4.425	948,332.49
FNMA	31410SKL0	5.140	583,602.99
FNMA	31410Y4X9	3.490	264,461.71
FNMA	31411NH59	5.340	36,815.29
FNMA	31413GRC6	5.340	238,312.17
FNMA	31413QF29	5.290	63,966.38
FNMA	31413QGA0	5.640	199,551.09
FNMA	31413ULN7	2.170	195,272.58
FNMA	31414JLX9	5.640	319,227.01
FNMA	31415QJ72	5.440	551,232.43
FNMA	31415QJ98	5.940	28,809.09
FNMA	31415XDB4	5.840	59,983.08
GNMA	3617AUGS3	3.000	2,966,921.16
GNMA	3617AUJN1	2.750	732,770.45
GNMA	3617AUQJ2	3.500	2,799,330.57
GNMA	3617AUTA8	2.750	461,425.97
GNMA	3617AUTB6	3.000	2,060,839.38
GNMA	3617G8T78	3.000	2,786,832.44
GNMA	3617G8T86	3.500	4,176,589.94
GNMA	3617G8T94	3.625	161,385.55
GNMA	3617G8TM5	2.750	1,598,844.60
GNMA	3617G8X57	2.875	388,819.65
GNMA	3617G8X65	3.000	1,204,603.74
GNMA	3617G8X73	3.125	1,515,869.79
GNMA	3617G8X81	3.250	701,460.34
GNMA	3617G8YA5	3.500	1,942,114.81
GNMA	3617G8YB3	3.625	1,353,644.16
GNMA	3617G8YC1	3.750	240,266.37
GNMA	3617G8YD9	4.000	660,227.93
GNMA	3617HGREG6	3.625	264,720.06
GNMA	36182AJ93	2.000	3,038,205.07
GNMA	36182J4H2	4.000	51,859.17
GNMA	36182JCX8	2.500	72,933.11
GNMA	36182JET5	2.250	139,560.17
GNMA	36182JG97	2.000	75,385.46
GNMA	36185BP67	2.500	2,546,939.26
GNMA	36201TAJ6	5.490	79,270.06
GNMA	36201TCT2	5.090	47,805.49

GNMA	36209AN30	5.650	242,037.82
GNMA	3620AFB30	4.750	99,966.21
GNMA	3620APGR0	4.100	91,343.06
GNMA	3620C3KP6	4.750	392,678.95
GNMA	36210FZZ2	5.650	165,423.24
GNMA	36212MR76	5.490	25,977.19
GNMA	36212MSS9	7.100	43,840.96
GNMA	36213JXD2	5.260	117,899.08
GNMA	36213JYD1	2.490	180,114.06
GNMA	36219XKR8	8.380	376.41
GNMA	36220V5V7	7.750	2,398.28
GNMA	36220V5W5	7.750	7,107.89
GNMA	36230KJ28	3.950	756,941.94
GNMA	36230KJ44	4.250	1,036,446.73
GNMA	36291VBB8	4.790	365,558.15
GNMA	36292G5R2	4.790	84,402.16
GNMA	36292G5S0	5.480	326,121.07
GNMA	36292HA86	2.490	394,303.32
GNMA	36294QP62	3.170	215,846.21
GNMA	36294UYP1	4.890	273,180.82
GNMA	36296CSA9	5.190	56,188.78

Total Series 2018 AB
87,383,121.13
Series 2018 CD

FNMA	31384HJS3	2.490	45,087.01
FNMA	31388PGA3	5.490	52,305.76
FNMA	3138Y5P75	3.525	1,543,089.22
FNMA	31390HLQ6	4.490	174,337.69
FNMA	31390HLR4	5.740	94,141.44
FNMA	31391QSU9	4.490	41,142.81
FNMA	31407EQJ5	4.890	52,027.53
FNMA	31407QLV6	4.590	105,274.24
FNMA	3140H7AK3	3.050	8,969,809.07
FNMA	3140HKRD2	3.300	2,075,111.13
FNMA	3140HKRH3	3.550	5,115,936.63
FNMA	3140HKRM2	4.050	3,694,118.31
FNMA	3140HLZC3	3.550	9,172,686.69
FNMA	3140HLZD1	3.675	3,675,236.20
FNMA	3140HLZE9	3.800	209,488.66
FNMA	3140HLZF6	4.050	1,993,909.90
FNMA	3140HPG43	3.300	337,344.49
FNMA	3140HPG50	3.425	161,291.00
FNMA	3140HPG76	3.675	5,580,919.29
FNMA	3140HPG84	3.800	3,073,830.01
FNMA	3140HPHB6	4.175	2,986,001.34
FNMA	3140HPHC4	4.300	614,819.95
FNMA	3140JGER2	3.675	2,599,047.97
FNMA	3140JGES0	3.800	4,324,383.75
FNMA	3140JGET8	3.300	134,863.98
FNMA	3140JGEU5	3.550	255,606.54
FNMA	3140JGEV3	3.925	3,040,388.35
FNMA	3140JGEX9	4.425	316,224.76
FNMA	3140JGEY7	4.050	353,679.12
FNMA	3140JGJ63	3.175	138,233.20
FNMA	3140JHNT6	3.675	396,225.73
FNMA	3140JHNU3	3.800	7,856,670.06
FNMA	3140JHNV1	3.925	2,872,190.46
FNMA	3140JHNV9	4.050	115,517.55
FNMA	3140JHNY5	4.300	1,651,067.60
FNMA	3140JHNZ2	4.425	1,630,461.85
FNMA	3140JJB32	3.800	8,909,005.45

Series 2018 CD				GNMA	3617HGMD3	4.125	800,224.70
FNMA	3140JJB57	4.300	5,863,139.33	GNMA	3617HGME1	4.250	510,554.74
FNMA	3140JKAS5	3.675	4,139,784.65	GNMA	3617HGMG6	4.500	2,740,572.21
FNMA	3140JKAT3	3.800	4,360,262.03	GNMA	3617HGRN6	3.875	191,117.89
FNMA	3140JLVA9	3.425	89,499.16	GNMA	36181FUQ2	1.750	1,007,174.81
FNMA	3140JLVB7	3.550	347,693.58	GNMA	36182JC42	3.750	676,530.21
FNMA	3140JLVC5	3.675	2,428,478.11	GNMA	36182JCS9	1.750	139,285.79
FNMA	3140JLVD3	3.800	3,320,858.00	GNMA	36182JCT7	2.000	427,557.78
FNMA	3140JLVE1	3.925	2,648,646.62	GNMA	36182JCW0	2.500	145,225.61
FNMA	3140JLVF8	4.050	1,555,751.93	GNMA	36182JHA3	2.750	112,244.95
FNMA	3140JLVG6	4.175	1,586,882.70	GNMA	36182JHD7	3.750	284,875.13
FNMA	3140JLVJ0	4.425	1,944,939.04	GNMA	36182JHK1	4.250	166,376.80
FNMA	3140JLVK7	4.550	469,391.16	GNMA	36194GR22	2.500	365,449.20
FNMA	3140JMRP9	3.675	1,568,660.74	GNMA	36194GRX4	2.250	1,309,334.80
FNMA	3140JMRQ7	3.800	528,140.24	GNMA	36196JG83	3.250	1,533,218.44
FNMA	3140JMRR5	3.925	2,284,640.77	GNMA	36198RG42	3.250	924,025.83
FNMA	3140JMRS3	4.050	5,200,798.57	GNMA	36198RGU4	3.750	1,219,422.37
FNMA	3140JMRT1	4.175	367,410.04	GNMA	36198RJD9	3.250	551,582.41
FNMA	31410M6U9	5.190	49,059.68	GNMA	36198RN69	2.750	244,796.71
FNMA	31410Y4W1	2.490	63,554.97	GNMA	36200E3S8	6.060	713,515.30
FNMA	31411FTZ7	3.490	632,853.17	GNMA	36201TAG2	4.490	46,640.17
FNMA	31411NFT9	2.170	344,041.02	GNMA	36201TBM8	5.260	209,925.07
FNMA	31412YKB7	5.440	362,702.98	GNMA	3620APGT6	4.750	118,460.26
FNMA	31415SFR8	5.640	58,001.51	GNMA	3620APGV1	4.800	168,036.62
GNMA	3617AT6D0	3.000	1,757,813.30	GNMA	3620AX3Q9	4.750	431,945.27
GNMA	3617ATVH3	3.000	613,523.07	GNMA	3620AXW38	4.100	89,607.79
GNMA	3617G84S9	3.500	2,146,202.74	GNMA	3620C3KJ0	3.950	1,646,994.20
GNMA	3617G84W0	4.000	2,794,175.62	GNMA	3620C3QC9	4.450	102,345.32
GNMA	3617G8X99	3.500	156,536.00	GNMA	3620C3X80	4.100	176,111.30
GNMA	3617G9H38	4.000	3,337,356.22	GNMA	36211AQ25	5.650	48,137.99
GNMA	3617G9HW4	3.250	409,917.00	GNMA	36212AK38	2.490	73,595.11
GNMA	3617G9HX2	3.375	278,867.61	GNMA	36212AKC8	2.490	95,154.51
GNMA	3617G9HY0	3.500	2,755,501.31	GNMA	36212AKW4	2.490	106,341.48
GNMA	3617G9MM0	3.375	624,581.64	GNMA	36212MR43	7.100	49,677.05
GNMA	3617G9MP3	3.625	2,683,551.46	GNMA	36212MSE0	2.490	73,781.74
GNMA	3617G9MQ1	3.750	424,746.18	GNMA	36212MSM2	7.100	164,818.04
GNMA	3617G9MS7	4.000	609,569.83	GNMA	36213JUP8	5.090	137,572.27
GNMA	3617G9MT5	4.125	2,131,169.45	GNMA	36213JV93	5.740	108,674.16
GNMA	3617G9MV0	4.375	298,712.95	GNMA	36213JXJ9	5.260	107,222.18
GNMA	3617HF3E4	3.375	87,186.40	GNMA	362209SA7	7.875	5,782.88
GNMA	3617HF3L8	4.250	4,508,830.80	GNMA	36223QL62	7.190	20,820.31
GNMA	3617HF3M6	4.375	294,505.09	GNMA	36230KJ51	4.400	818,947.43
GNMA	3617HFTB2	3.375	259,215.18	GNMA	36290YGY8	4.590	92,397.39
GNMA	3617HFTC0	3.500	399,195.94	GNMA	36290YHJ0	5.290	240,082.57
GNMA	3617HFTE6	3.750	259,238.09	GNMA	36292MPL0	4.990	85,068.77
GNMA	3617HFTF3	3.875	696,123.71	GNMA	36294QP96	5.540	131,250.88
GNMA	3617HFTG1	4.125	326,388.32	GNMA	36295C4Q1	3.170	133,628.17
GNMA	3617HFTH9	4.250	1,198,141.93	GNMA	36295DCQ0	3.490	196,329.56
GNMA	3617HFWS1	4.250	2,958,798.38	GNMA	36296CSB7	5.440	329,372.41
GNMA	3617HFWT9	4.375	1,093,506.43	GNMA	36296NRG3	5.340	594,938.74
GNMA	3617HFWX0	3.500	742,213.66	GNMA	36296VF29	5.740	151,091.49
GNMA	3617HGAL8	3.750	2,250,044.26	GNMA	36296VUN6	5.390	47,733.00
GNMA	3617HGAN4	4.250	3,693,876.33	Total Series 2018 CD		192,687,097.86	
GNMA	3617HGE26	4.000	298,857.43	Series 2019 ABC			
GNMA	3617HGEV2	3.375	230,621.27	FNMA	31379RL89	5.650	17,173.01
GNMA	3617HGEW0	3.500	514,800.50	FNMA	31386W3J5	5.740	76,022.15
GNMA	3617HGEX8	3.625	1,407,026.89	FNMA	31388PF30	5.490	110,376.00
GNMA	3617HGEY6	3.750	1,605,119.48	FNMA	3138XH6V8	2.275	187,390.98
GNMA	3617HGMA9	3.750	1,738,912.85	FNMA	3138XPUP6	4.025	346,589.88
GNMA	3617HGMCS5	4.000	1,660,035.99	FNMA	3138Y7XE7	4.025	1,178,503.11

Series 2019 ABC

FNMA	31390HLL7	5.490	34,071.80	GNMA	3617HGE59	4.375	1,440,448.55
FNMA	31407Q4T0	4.590	9,620.23	GNMA	3617HGE67	4.500	267,021.44
FNMA	31407Q4Z6	4.590	81,964.20	GNMA	3617HGEZ3	3.875	895,040.25
FNMA	3140FSG49	2.550	3,775,715.52	GNMA	3617HGRP1	4.000	2,310,070.42
FNMA	3140FUM54	2.550	1,904,098.63	GNMA	3617HGRT3	4.500	3,831,802.54
FNMA	3140JKAU0	3.925	517,486.68	GNMA	3617JRYD4	3.375	388,083.22
FNMA	3140JKAV8	4.175	3,886,340.78	GNMA	3617JRYE2	3.500	374,410.92
FNMA	3140JKAW6	4.300	3,136,116.39	GNMA	3617JRYF9	3.625	201,151.36
FNMA	3140JLVH4	4.300	3,698,045.53	GNMA	3617JRYG7	3.750	1,004,801.04
FNMA	3140JPXL4	4.050	5,773,363.34	GNMA	3617JRYH5	3.875	118,583.00
FNMA	3140JQFB4	4.550	5,613,693.45	GNMA	3617JRYJ1	4.000	1,772,587.66
FNMA	3140JRMH1	3.425	112,811.65	GNMA	3617JRYK8	4.125	642,597.20
FNMA	3140JRMJ7	3.675	1,626,112.92	GNMA	3617JRYL6	4.250	673,552.22
FNMA	3140JRMK4	3.800	1,932,084.37	GNMA	3617JRYM4	4.500	2,739,229.57
FNMA	3140JRML2	4.050	3,448,374.29	GNMA	3617JSB21	4.000	292,607.27
FNMA	3140JRMM0	4.175	558,575.48	GNMA	3617JSB39	4.000	794,862.99
FNMA	3140JRMM8	4.300	1,095,360.16	GNMA	3617JSB47	4.125	1,546,802.64
FNMA	3140JRMP3	4.550	2,293,117.23	GNMA	3617JSB54	4.250	483,191.79
FNMA	3140JS3H0	3.425	72,440.77	GNMA	3617JSB62	4.500	236,079.67
FNMA	3140JS3J6	3.550	2,475,250.10	GNMA	3617JSBW5	3.375	261,112.41
FNMA	3140JS3K3	3.675	2,560,061.60	GNMA	3617JSBX3	3.500	562,178.19
FNMA	3140JS3L1	3.800	486,100.58	GNMA	3617JSBY1	3.625	681,551.02
FNMA	3140JS3M9	4.050	492,344.41	GNMA	3617JSBZ8	3.750	231,289.83
FNMA	3140JS3N7	4.175	2,254,376.25	GNMA	3617JSE93	4.000	166,210.27
FNMA	3140JS3P2	4.300	365,418.95	GNMA	3617JSFA9	4.125	1,211,450.40
FNMA	3140JS3Q0	4.550	126,386.67	GNMA	3617JSFB7	3.250	1,030,678.63
FNMA	3140JUHL1	3.675	796,401.44	GNMA	3617JSFC5	3.375	83,210.24
FNMA	3140JUHM9	3.800	70,494.14	GNMA	3617JSFD3	3.500	2,042,384.59
FNMA	3140JUHN7	3.050	84,173.03	GNMA	3617JSFE1	3.625	599,925.35
FNMA	3140JUHP2	3.300	347,248.95	GNMA	3617JSFF8	4.000	3,505,000.55
FNMA	3140JUHQ0	3.425	140,354.96	GNMA	3617JSLD6	3.000	819,397.00
FNMA	3140JUHR8	3.550	4,388,272.09	GNMA	3617JSLE4	3.250	2,753,671.00
FNMA	3140JUHS6	3.800	450,456.02	GNMA	3617JSLF1	3.375	299,879.00
FNMA	3140JUHT4	4.050	3,220,852.10	GNMA	3617JSLG9	3.500	1,157,956.00
FNMA	3140JUHU1	4.175	587,049.45	GNMA	3617JSLH7	3.500	139,455.00
FNMA	3140JVAH5	3.800	349,050.00	GNMA	3617JSLJ3	3.625	108,129.00
FNMA	3140JVAJ1	4.175	623,294.00	GNMA	3617JSLK0	3.750	2,183,539.00
FNMA	3140JVAM4	3.300	5,942,538.00	GNMA	3617JSLL8	4.000	2,247,423.00
FNMA	3140JVAP7	3.800	2,275,558.00	GNMA	3617JSLM6	4.125	894,354.00
FNMA	31410M6Z8	5.540	13,315.23	GNMA	36182ANC1	1.750	210,909.99
FNMA	31410SKK2	3.170	128,422.18	GNMA	36182J2N1	3.000	421,416.82
FNMA	31410THC2	2.170	194,277.72	GNMA	36182J2R2	3.750	258,552.60
FNMA	31411H3L2	3.490	432,209.07	GNMA	36182J6E7	3.000	737,177.38
FNMA	31411V5S4	2.170	83,657.85	GNMA	36182JEX6	3.000	141,861.68
FNMA	31412YJ78	2.170	381,639.90	GNMA	36185B5N2	2.500	2,156,882.49
FNMA	31413GRH5	5.840	61,365.20	GNMA	36196HXF2	3.250	137,692.05
FNMA	31413YCP4	5.740	198,593.26	GNMA	36198RG59	3.750	245,958.56
FNMA	31414JLT8	4.940	97,090.87	GNMA	36200E4G3	2.490	251,547.59
FNMA	31414PXC8	5.540	175,710.76	GNMA	3620APHC2	4.450	87,390.97
FNMA	31415U7F8	5.440	78,485.42	GNMA	3620AXV21	3.950	2,525,363.11
GNMA	* 36176K7C5	4.500	272,060.43	GNMA	3620AXV88	5.250	341,208.42
GNMA	* 36176LJL0	4.500	189,743.55	GNMA	3620AXV88	5.250	285,413.80
GNMA	* 36176LJM8	4.500	118,931.83	GNMA	3620AXWH7	4.250	631,412.63
GNMA	* 36177MG48	3.500	193,947.93	GNMA	3620AYBC9	4.000	215,257.32
GNMA	* 36177MG55	3.250	347,338.12	GNMA	3620C3YH9	2.490	161,980.16
GNMA	3617HGAG9	3.375	856,230.63	GNMA	36211AQJ8	2.490	150,656.69
GNMA	3617HGAM6	4.125	1,795,150.91	GNMA	36212AJU0	6.770	50,911.53
GNMA	3617HGE34	4.125	1,378,143.24	GNMA	36212AKQ7	2.490	44,744.78
GNMA	3617HGE42	4.250	2,286,083.36	GNMA	36212AKR5	5.740	98,191.22
				GNMA	36213JW43	5.490	183,163.35
					36213JWQ4		

Series 2019 ABC

GNMA	36213JXE0	5.490	326,064.06
GNMA	36213JXH3	5.740	113,476.37
GNMA	36213JYG4	6.490	75,584.90
GNMA	36219XKW7	8.380	2,569.98
GNMA	36220FR89	8.380	253.89
GNMA	36230P2J8	4.450	25,662.20
GNMA	36230QP77	3.950	376,460.57
GNMA	36290YFL7	5.090	34,761.96
GNMA	36290YHW1	2.490	329,214.92
GNMA	36292BQR0	4.590	388,092.93
GNMA	36292GWW1	4.590	162,124.97
GNMA	36292HEU3	5.580	123,722.51
GNMA	36294QP70	5.140	54,588.93
GNMA	36295XKF1	5.540	311,638.16
GNMA	36296NRD0	5.390	225,650.79
GNMA	36296VFX1	5.240	178,904.15
GNMA	36296VNP9	5.840	584,527.75

Total Series 2019 ABC

132,446,237.16

TOTAL GENERAL INDENTURE

1,355,201,784.70

* The following represents the percentage of undivided participation
Interests allocated to Series 2019 ABC:

CUSIP	Principal	Interest
36176K7C5	42%	100%
36176LJL0	42%	100%
36176LJM8	42%	100%
36177MG48	34%	100%
36177MG55	30%	80%

APPENDIX D-4

REFUNDED SERIES MORTGAGE-BACKED SECURITIES

In connection with the issuance of the Offered Bonds and the redemption of Refunded Prior Series Bonds, NIFA expects that the Mortgage-Backed Securities with the following CUSIPs will be the Refunded Series Mortgage-Backed Securities that are allocated to the Offered Bonds and credited to the 2019 Series D/E Mortgage Loan Fund Account; provided, however, that the actual Refunded Series Mortgage-Backed Securities may not include all of the Mortgage-Backed Securities listed below and may include Mortgage-Backed Securities other than those listed below.

As of September 20, 2019, the Prepayment Speed Timeframes (% PSA Prepayment Model), on a weighted average basis for the expected Refunded Series Mortgage-Backed Securities set forth below, were 274% for the last 3 months, 221% for the last 6 months, 201% for the last 12 months and 192% over the lifetime of such Refunded Series Mortgage-Backed Securities. **Such information has been obtained from sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation of NIFA, the Master Servicer or the Underwriters.**

CUSIP	Par Outstanding as of September 30, 2019	CUSIP	Par Outstanding as of September 30, 2019	CUSIP	Par Outstanding as of September 30, 2019
2013 EF					
31385NHS1	103,741.29	3140HPHD2	239,984.89	36296VFY9	85,709.83
3138X9W96	785,538.20	36182J6F4	2,996,767.38	31406TN56	112,619.92
3138XDEL0	63,915.00	36194GRY2	1,144,802.38	36292BQT6	138,377.51
3138XGC50	622,368.99	36196HTS9	285,754.10	36296CVS6	158,568.94
3138XGC92	461,543.73	36198RN93	632,368.10	3620C3X72	295,775.25
3138Y7XC1	28,439.86	3620C3QA3	589,810.67	3140E4U70	471,184.69
31391QSZ8	77,389.24	3620C3QB1	1,741,395.19	3140FFUZ2	493,268.25
3140GRVL5	301,200.09	36210FZS8	108,233.82	3140JJB65	566,651.28
36182AGT2	2,759,298.32	2015 AB		36296VF37	606,944.43
36182AKF7	1,382,647.11	36194GJU9	89,441.76	36185B6U5	1,201,165.20
36182AKH3	360,441.92	36212AKK0	94,883.71	36185BSJ6	1,750,351.70
36182ANE7	373,596.05	3140HKRB6	245,448.62	36185BSH0	3,244,329.91
36182ANN7	89,209.42	36292G5Q4	306,183.56	3617A9UG0	3,376,610.60
36182ANQ0	99,256.13	3617AAQH0	371,291.56	2016 AB	
36182ANR8	1,045,303.52	36183QWB7	435,195.40	31402JKF3	65,398.26
36182ANS6	352,817.48	3617AAD92	600,263.54	3620APDD4	94,120.36
36196HTQ3	378,097.23	3620AXW20	698,743.32	36200E4B4	99,228.38
3620C3KQ4	219,255.31	3138YDYT0	731,990.78	3140JKAP1	156,985.51
3620C3YA4	643,659.88	3140JPXJ9	738,223.17	3140EYHL8	250,901.97
36212MSU4	135,307.40	3140GRVQ4	843,227.10	3617AAKM5	621,789.08
36224BSK6	3,292.69	36183QZK4	1,058,171.58	3620AFJ40	730,141.18
36290YFX1	33,871.89	36183QVP7	1,314,005.84	36192SW30	807,690.18
36291VAU7	113,517.57	36198RPC4	1,641,570.63	3617A9W86	2,450,432.09
2014 AB		3138YKEW9	2,497,548.22	3617AAM84	3,457,168.47
3138XXES1	2,766,315.81	2015 CD			
3138Y3FJ5	206,563.07	31383M2X0	63,100.16		
31407Q4Y9	191,234.55	3138XPUN1	84,352.81		
Total					\$54,385,993.03

APPENDIX D-5

PROJECTED PERCENTAGES OF INITIAL PRINCIPAL BALANCE OUTSTANDING AND PROJECTED WEIGHTED AVERAGE LIVES OF PAC BONDS

Set forth in the table below are projected percentages of initial principal balance outstanding and projected weighted average lives for the PAC Bonds under various prepayment speeds. “Projected percentages of initial principal balance outstanding” refers to the principal balance of a security that will be outstanding on a specified date expressed as a percentage of the initial principal amount of such security. The “projected weighted average life” of a security refers to the average amount of time that is projected to elapse from the date of delivery of such security to the date of projected payment to the investor of each dollar paid to reduce the principal of such security (assuming no losses). The projected weighted average life of a security is determined by (a) multiplying each projected reduction, if any, of the outstanding amount of such security by the number of years from the date of delivery of such security to the related redemption date or maturity date, (b) adding the results and (c) dividing the sum by the initial outstanding amount of such security.

The calculation of the projected weighted average life of the PAC Bonds set forth below requires the making of certain hypothetical assumptions. See “THE OFFERED BONDS—Projected Weighted Average Lives of the PAC Bonds” in the Official Statement.

Nebraska Investment Finance Authority
Projected Percentages of Initial Principal Balance Outstanding and Weighted Average Lives
\$46,980,000 Series 2019-E PAC Bonds Due September 1, 2049

Payment Date	Prepayment Assumption								
	0% PSA	25% PSA	50% PSA	75% PSA	100% PSA	200% PSA	300% PSA	400% PSA	500% PSA
Initial Percentage	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%	100.0%
September 1, 2020	100.0%	99.1%	97.7%	96.2%	94.7%	94.7%	94.7%	94.7%	94.7%
September 1, 2021	100.0%	96.0%	91.4%	86.8%	82.2%	82.2%	82.2%	82.2%	82.2%
September 1, 2022	100.0%	91.5%	82.6%	73.8%	65.2%	65.2%	65.2%	65.2%	65.2%
September 1, 2023	100.0%	86.7%	73.3%	60.2%	47.5%	47.5%	47.5%	47.5%	47.5%
September 1, 2024	100.0%	82.3%	64.8%	48.0%	31.9%	31.9%	31.9%	31.9%	31.9%
September 1, 2025	100.0%	78.2%	57.1%	37.1%	18.4%	18.4%	18.4%	18.4%	18.4%
September 1, 2026	100.0%	74.5%	50.2%	27.7%	6.7%	6.7%	6.7%	6.7%	6.7%
September 1, 2027	100.0%	71.2%	44.2%	19.5%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2028	100.0%	68.3%	39.1%	12.7%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2029	100.0%	65.8%	34.7%	7.1%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2030	100.0%	63.6%	31.1%	2.6%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2031	100.0%	61.8%	28.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2032	100.0%	60.4%	26.1%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2033	100.0%	59.5%	24.9%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2034	100.0%	58.9%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2035	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2036	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2037	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2038	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2039	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2040	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2041	100.0%	58.8%	24.4%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2042	96.8%	56.8%	23.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2043	80.2%	43.9%	13.6%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2044	63.8%	31.5%	4.2%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2045	48.3%	20.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2046	34.5%	10.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2047	21.1%	0.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2048	7.5%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
September 1, 2049	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%	0.0%
First Payment or Redemption Date	3/1/2030	9/1/2020	3/1/2020	3/1/2020	3/1/2020	3/1/2020	3/1/2020	3/1/2020	3/1/2020
Last Payment or Redemption Date	9/1/2049	3/1/2048	3/1/2045	9/1/2031	9/1/2027	9/1/2027	9/1/2027	9/1/2027	9/1/2027
Weighted Average Life									
Optional Call Not Exercised	26.1	17.5	10.4	5.3	4.1	4.1	4.1	4.1	4.1
Optional Call at 03/01/2029 Exercised	9.3	7.9	6.5	5.2	4.1	4.1	4.1	4.1	4.1
Weighted Average Life Date									
Optional Call Not Exercised	12/4/2045	5/5/2037	3/23/2030	2/18/2025	11/18/2023	11/18/2023	11/18/2023	11/18/2023	11/18/2023
Optional Call at 3/01/2029 Exercised	3/1/2029	9/22/2027	4/29/2026	1/3/2025	11/18/2023	11/18/2023	11/18/2023	11/18/2023	11/18/2023

APPENDIX D-6

DESIGNATED TERM BONDS AND APPLICABLE AMOUNT TABLES

As provided in certain prior supplemental indentures, NIFA has covenanted, prior to the redemption of other Bonds, to apply a portion of the principal payments and Prepayments from the Mortgage-Backed Securities and the Mortgage Loans financed with proceeds of Prior Series Bonds, which Prior Series Bonds are no longer outstanding (“**Retired Bond MBS/Mortgage Loan Principal Payments**”) to redeem certain maturities of its 2015 Series C Bonds, its 2016 Series A Bonds and its 2016 Series C Bonds listed below (collectively, the “**Designated Term Bonds**”). Such Retired Bond MBS/Mortgage Loan Principal Payments received by NIFA will be applied to the redemption of the Designated Term Bonds to the extent that, after giving effect to such redemption of the Designated Term Bonds, the outstanding aggregate principal amount of such Designated Term Bonds on such redemption date is not less than the related Applicable Amounts for the corresponding semiannual periods set forth below.

<u>Period Ending</u>	<u>Bond Series</u>	<u>Bond Series</u>	<u>Bond Series</u>
	2015 Series C (due 3/1/45) CUSIP: 63968MLT4	2016 Series A (due 3/1/46) CUSIP: 63968MMW6	2016 Series C (due 3/1/46) CUSIP: 63968MNX3
March 1, 2020	4,635,000	5,625,000	7,130,000
September 1, 2020	2,410,000	3,975,000	5,780,000
March 1, 2021	310,000	2,325,000	4,430,000
September 1, 2021	-0-	350,000	2,750,000
March 1, 2022	-0-	-0-	620,000

APPENDIX E

SCHEDULE OF INVESTMENTS

As of June 30, 2019, funds on deposit in the Funds and Accounts held under the General Indenture were invested in the following:

GENERAL INDENTURE

Description	Balance
Wells Fargo Advantage 100% Treasury Money Market Fund	8,405,646
U S Treasury Securities	63,004,000
Federal Home Mortgage Corp Discount Note ¹	75,161,000
	<hr/>
	\$146,570,646

¹ Includes approximately \$41,800,000 in funds that were previously invested in Investment Agreements with GE Funding Capital Market Services, Inc. Approximately \$28,400,000 of the \$41,800,000 representing funds held in excess of the Debt Service Reserve Fund Requirement and the Mortgage Reserve Requirement were transferred out of the Debt Service Reserve Fund and Mortgage Reserve Fund on May 1, 2019.

APPENDIX F

PROPOSED FORM OF OPINION OF BOND COUNSEL

Nebraska Investment Finance Authority
200 Commerce Court
1230 O Street
Lincoln, NE 68508

\$171,980,000
Nebraska Investment Finance Authority
Single Family Housing Revenue Bonds
2019 Series D (Non-AMT)
2019 Series E (AMT)

Dear Authority Members:

We have acted as bond counsel in connection with the issuance and sale by the Nebraska Investment Finance Authority (the "Authority") of \$125,000,000 in aggregate principal amount of its Single Family Housing Revenue Bonds, 2019 Series D (the "2019 Series D Bonds") and \$46,980,000 in aggregate principal amount of its Single Family Housing Revenue Bonds 2019 Series E (the "2019 Series E Bonds" and together with the 2019 Series D Bonds, the "Offered Bonds"). The Offered Bonds are issuable as fully registered Bonds (as hereafter defined) without coupons as provided in the hereinafter-described Indenture. The Offered Bonds are being issued in the denominations of \$5,000 and whole multiples thereof. The Offered Bonds shall be numbered as provided in the Indenture.

The Offered Bonds are issued pursuant to the Nebraska Investment Finance Authority Act, Sections 58-201 et seq., Reissue Revised Statutes of Nebraska, as amended (the "Act"), and pursuant to the General Indenture of Trust, dated as of July 1, 1994 (as amended, the "General Indenture"), as supplemented by the Supplemental Indenture of Trust, dated as of October 1, 2019 (the "Supplemental Indenture", and together with the General Indenture, the "Indenture"), each between the Authority and Wells Fargo Bank, National Association, Minneapolis, Minnesota, as trustee. Under certain terms and conditions, the General Indenture permits the issuance of additional series of bonds which are equally and ratably secured by the pledges and covenants in the Indenture. The Offered Bonds, all bonds heretofore issued pursuant to the General Indenture and any such additional bonds which may hereafter or concurrently be issued under the General Indenture are herein referred to as the "Bonds."

The Offered Bonds are limited obligations of the Authority, payable solely out of the revenues and moneys pledged therefor pursuant to the Indenture. The Authority has no taxing power. The Offered Bonds do not constitute a debt, liability or general obligation of the State of Nebraska (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 the payment of the principal of, premium if any, or the interest on the Offered Bonds.

The proceeds made available upon the issuance of the Offered Bonds will be used to (1) refund certain prior Bonds of the Authority previously issued pursuant to the General Indenture and (2) acquire, purchase and finance Mortgage Loans and Mortgage-Backed Securities (as each is defined in the Indenture).

The Offered Bonds are dated, mature, bear interest and are subject to redemption by the Authority prior to maturity at the times, in the manner and upon the terms provided in the Indenture.

In connection with the issuance of the Offered Bonds, we have examined (a) the resolution adopted by the Authority on December 14, 2018, authorizing the issuance of the Offered Bonds; (b) the Indenture, particularly certain covenants therein relating to the requirements for Mortgage Loans and Mortgage-Backed Securities to be financed or refinanced thereunder with proceeds made available upon the issuance of the Offered Bonds; (c) the

forms of the Origination Agreement, the Servicing Agreement and the Lender Manual, which documents require the delivery of certain affidavits and other documents prior to the financing of any Mortgage Loans and/or Mortgage-Backed Securities thereunder; and (d) such other opinions, documents, certificates and letters as we deem relevant and necessary in rendering this opinion.

From such examination, we are of the opinion that:

1. The Authority is a body politic and corporate, not a State agency but an independent instrumentality exercising essential public functions, duly organized and existing under the Constitution and laws of the State, particularly the Act.

2. Pursuant to the Act, the Authority is empowered to (a) issue the Offered Bonds for the purposes of refunding certain of its prior bonds and making funds available to finance Mortgage Loans and Mortgage-Backed Securities, in each case, in order to finance single family housing in the State for low- and moderate-income persons, and (b) pledge and grant a security interest in the revenues and amounts in the Funds and Accounts established by the Indenture.

3. The Offered Bonds have been validly authorized, executed and issued in accordance with the laws of the State and represent valid and binding limited obligations of the Authority payable out of the revenues or moneys of the Authority pledged therefor pursuant to the Indenture. Pursuant to the Indenture, the principal of, premium, if any, and interest on the Offered Bonds are secured by a pledge of and security interest in Bond proceeds (other than proceeds deposited in trust for the retirement of outstanding Bonds), all Mortgage Loans and Mortgage-Backed Securities financed with proceeds of the Bonds, all Revenues (defined in the Indenture) derived therefrom, and all money, Permitted Investments (as defined in the Indenture) and other assets and income (except certain nonmortgage excess earnings) held in and receivable by Funds and Accounts established by or pursuant to the Indenture, all subject to the right of the Authority to direct withdrawals of amounts from said Funds and Accounts upon the conditions set forth in the Indenture.

4. The Indenture has been validly authorized, executed and delivered, is in full force and effect and is valid and binding on the Authority, and the holders of the Offered Bonds are entitled to the benefits thereof.

5. Under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants designed to meet the requirements of the Internal Revenue Code of 1986, as amended (the "Code"): (a) interest on the Offered Bonds is excluded from gross income for federal income tax purposes; (b) interest on the 2019 Series D Bonds is not a specific preference item in calculating the federal alternative minimum tax; and (c) interest on the 2019 Series E Bonds is a specific preference item in calculating the federal alternative minimum tax.

6. Interest on the Offered Bonds is exempt from income taxation by the State.

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

The opinion we have expressed herein as to the treatment of the interest borne by the Offered Bonds for federal income tax purposes is based upon laws, regulations, rulings and decisions in effect on the date hereof. Each purchaser of the Offered Bonds should consult his or her own tax advisor as regards any pending or proposed federal tax legislation.

The obligations of the Authority contained in the Offered Bonds and the Indenture, and the enforceability thereof, are subject to general principles of equity which may permit the exercise of judicial discretion, the reasonable exercise in the future by the State and its governmental bodies of the police power inherent in the sovereignty of the State, applicable bankruptcy, insolvency, moratorium or similar laws relating to or affecting

creditors' rights generally, and the exercise by the United States of America of the powers delegated to it by the Constitution.

Very truly yours,

APPENDIX G

FORM OF CONTINUING DISCLOSURE CERTIFICATE

This Continuing Disclosure Certificate, dated as of October __, 2019 (this “Disclosure Certificate”), is executed and delivered by the NEBRASKA INVESTMENT FINANCE AUTHORITY, a body politic and corporate, not an agency of the State of Nebraska (the “State”), but an independent instrumentality exercising essential public functions organized and existing under the laws of the State (the “Issuer”) in connection with the issuance of \$171,980,000 in aggregate principal amount of its Single Family Housing Revenue Bonds, 2019 Series D and 2019 Series E (collectively, the “Offered Bonds”). The Offered Bonds are being issued pursuant to a General Indenture of Trust, dated as of July 1, 1994 (as amended, the “General Indenture”), as supplemented by a Supplemental Indenture of Trust, dated as of October 1, 2019 (the “Supplemental Indenture” and, together with the General Indenture, the “Indenture”), each between the Issuer and Wells Fargo Bank, National Association, as trustee (the “Trustee”).

Section 1. Purpose of the Disclosure Certificate. This Disclosure Certificate is being executed and delivered by the Issuer for the benefit of the holders of the Offered Bonds and to assist J.P. Morgan Securities LLC, Ameritas Investment Corp., D.A. Davidson & Co., and First National Capital Markets, Inc. (the “Participating Underwriters”) in complying with Section (b)(5)(i) of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended (17 C.F.R. § 240.15c2-12) (the “Rule”).

Section 2. Definitions. In addition to the definitions set forth in the Indenture, 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:

“EMMA” means the MSRB’s Electronic Municipal Market Access system (“EMMA”) for municipal securities disclosure.

“*Financial Obligation*” means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The term Financial Obligation shall not include municipal securities as to which a final official statement has been provided to the MSRB consistent with the Rule.

“MSRB” means the Municipal Securities Rulemaking Board. Reference is made to Commission Release No. 34-59062, December 8, 2008 (the “Release”) relating to EMMA which became effective on July 1, 2009. To the extent applicable to this Disclosure Certificate, the Issuer shall comply with the Release and with EMMA.

Section 3. Provision of Annual Financial Information. The Issuer, as the “obligated person” for purposes of the Rule, hereby agrees to provide or cause to be provided at least annually to the MSRB financial information and operating data regarding the Issuer and the Single Family Mortgage Program (the “Program”) of the type set forth in the Official Statement, dated October __, 2019, with respect to the Offered Bonds (the “Official Statement”) under the following captions or in the following Appendices (or portions thereof):

Under “SECURITY FOR THE BONDS – Debt Service Reserve Fund,” the balance in the Debt Service Reserve Fund.

Under “SECURITY FOR THE BONDS – Mortgage Reserve Fund,” the balance in the Mortgage Reserve Fund.

Appendix B—Audited Financial Statements.

Appendix C—Schedule of Outstanding Indebtedness.

Appendix D-1 and D-3.

Appendix E—Schedule of Investments.

The financial and operating information described above will be filed no later than 270 days after the end of the fiscal year of the Issuer and may be provided in one document or in multiple documents, delivered in such manner (which shall be electronic and otherwise in accordance with EMMA from and after the date of issuance of the Offered Bonds) and by such time so that it is received by the date herein required. Such information will include audited financial statements prepared in accordance with generally accepted accounting principles as in effect from time to time; provided, however, that the Issuer reserves the right to report securitized mortgage loans at amortized cost, rather than fair value; and provided further, however, that if audited financial statements are not available within 270 days after the end of the preceding fiscal year, unaudited financial statements will be provided with audited financial statements to follow when available.

All or a portion of the annual financial and operating information may be provided by way of cross-reference to other documents previously provided to the MSRB or filed with the Securities and Exchange Commission. If the cross-referenced document is a final official statement within the meaning of the Rule, it shall be available from the MSRB.

Section 4. Failure To File Annual Financial Information. The Issuer agrees to provide or cause to be provided to the MSRB, in a timely manner, not in excess of 10 business days after the occurrence of the event, notice of a failure by the Issuer to provide the annual financial and operating information described in Section 3 above when the same is due hereunder.

Section 5. Listed Events. The Issuer agrees to provide or cause to be provided to the MSRB notice (a “Listed Event Notice”) of the occurrence of any of the following events (each, a “Listed Event”) with respect to the Offered Bonds in a timely manner, not in excess of 10 business days after the occurrence of the event:

1. Principal and interest payment delinquencies;
2. Nonpayment-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 security, or other material events affecting the tax status of the security;
7. Modifications to rights of security holders, if material;
8. Bond calls, if material, and tender offers;
9. Defeasances;
10. Release, substitution or sale of property securing repayment of the Offered Bonds, if material;
11. Rating changes;

12. Bankruptcy, insolvency, receivership or similar event of the Issuer;¹
13. The consummation of a merger, consolidation or acquisition involving the Issuer or the sale of all or substantially all of the assets of the Issuer, 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 trustee or the change of name of a trustee, if material;
15. Incurrence of a Financial Obligation of the Issuer, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the Issuer, 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 Issuer, any of which reflect financial difficulties.

Each Listed Event Notice shall be in electronic form and shall be so captioned and prominently state the date, title and (to the extent less than all of the Offered Bonds are affected by the related Listed Event) CUSIP numbers of the Offered Bonds.

The Issuer may from time to time choose to provide notice of the occurrence of certain other events in addition to those listed above, but the Issuer does not undertake any commitment to provide such notice of any event except those events listed above.

Section 6. Termination of Reporting Obligation. Pursuant to paragraph (b)(5)(iii) of the Rule, the Issuer's obligation to provide annual financial and operating information and notice of certain events, as set forth herein, shall automatically terminate if and when the Issuer no longer remains an obligated person with respect to the Offered Bonds, which shall occur upon payment or redemption of the Offered Bonds in full or upon the legal defeasance of the Offered Bonds in accordance with the Indenture.

Section 7. Dissemination Agent. The Issuer may, from time to time, appoint or engage an agent to assist the Issuer in disseminating information hereunder (the "Dissemination Agent"). The Issuer may discharge any such Dissemination Agent with or without appointing a successor Dissemination Agent.

Section 8. Amendment; Waiver. Notwithstanding any other provision of this Disclosure Certificate, the Issuer may amend this Disclosure Certificate, and any provision of this Disclosure Certificate may be waived, without the consent of the holders of the Offered Bonds, under the following conditions:

- (a) The amendment or waiver may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law or change in the identity, nature or status of the obligated person or type of business conducted;
- (b) This Disclosure Certificate, as amended or with the provision so waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and

¹ This event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Issuer in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the Issuer, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the Issuer.

(c) The amendment or waiver does not materially impair the interests of the holders of the Offered Bonds, as determined either by parties unaffiliated with the Issuer (such as the Trustee for the Offered Bonds or nationally recognized bond counsel), or by approving vote of the holders of the Offered Bonds pursuant to the terms of the Indenture at the time of the amendment or waiver.

The Issuer shall provide notice of each amendment or waiver which changes the accounting principles followed by the Issuer in preparation of its annual financial information to the MSRB. The initial annual financial information provided by the Issuer after the amendment or waiver shall explain, in narrative form, the reasons for the amendment or waiver and the effect of the change, if any, in the type of operating data or financial information being provided.

Section 9. Default. This Disclosure Certificate is intended to be for the sole benefit of the holders of the Offered Bonds (for such purpose, beneficial owners of the Offered Bonds shall also be considered holders of the Offered Bonds) and shall create no rights in any other person or entity (except the Trustee, and then only as set forth below).

This Disclosure Certificate shall be enforceable by or on behalf of any such holder of the Offered Bonds, provided that the right of any holder of the Offered Bonds to challenge the adequacy of the information furnished pursuant to this Disclosure Certificate shall be limited to an action by or on behalf of the holders of Offered Bonds representing at least a majority of the aggregate outstanding principal amount of the Offered Bonds. This Disclosure Certificate is also enforceable on behalf of the holders of the Offered Bonds by the Trustee, and the Trustee may, and upon the written direction of the owners of not less than a majority of the aggregate outstanding principal amount of the Offered Bonds shall, proceed, subject to the indemnification and other provisions of the Indenture, to protect and enforce the rights of the owners of the Offered Bonds pursuant to this Disclosure Certificate. Any failure by the Issuer to comply with the provisions of this Disclosure Certificate shall not be an Event of Default under the Indenture.

The rights of the holders of the Offered Bonds and the Trustee to enforce the provisions of this Disclosure Certificate shall be limited solely to a right, by action in mandamus or for specific performance, to compel performance of the Issuer's obligations under this Disclosure Certificate and the Issuer, its members, officers and employees shall incur no liability under this Disclosure Certificate by reason of any act or failure to act hereunder. Without limiting the generality of the foregoing and except as otherwise provided in the Indenture with respect to the Trustee, neither the commencement nor the successful completion of an action to compel performance under this Section shall entitle the Trustee or any other person to attorneys' fees, financial damages of any sort or any other relief other than an order or injunction compelling performance.

Section 10. Beneficiaries. This Disclosure Certificate shall inure solely to the benefit of the Issuer, the Trustee and the holders of the Offered Bonds (for such purpose, beneficial owners of the Offered Bonds shall also be considered holders of the Offered Bonds) and shall create no rights in any other person or entity.

Section 11. Choice of Law. This Disclosure Certificate shall be governed by and construed in accordance with the laws of the State of Nebraska, provided that to the extent this Disclosure Certificate addresses matters of federal securities laws, including the Rule, this Disclosure Certificate shall be construed in accordance with such federal securities laws and official interpretations thereof.

NEBRASKA INVESTMENT FINANCE AUTHORITY

By _____
Executive Director

APPENDIX H

LIQUIDITY FACILITIES AND INTEREST RATE SWAP AGREEMENTS

Liquidity Facilities

As of June 30, 2019, the following liquidity facilities had been entered into by NIFA with the Federal Home Loan Bank of Topeka, as standby bond purchaser and Wells Fargo Bank, National Association, as tender agent and trustee, in connection with certain Prior Series Bonds.

Series of Bonds	Effective Date	Expiration Date	Outstanding Principal Amount of Bonds Subject to Liquidity Facility
Series 2013 F	November 26, 2013	March 2, 2020	29,500,000
Series 2014 B	August 28, 2014	March 2, 2020	31,175,000
Series 2015 B	May 14, 2015	March 2, 2020	31,510,000
Series 2015 D	September 30, 2015	March 2, 2020	29,980,000
Series 2016 B	April 27, 2016	March 2, 2020	26,195,000
Series 2016 D	November 30, 2016	March 2, 2020	25,840,000
Series 2017 C	September 27, 2017	March 1, 2021	44,150,000
Series 2018 B	March 28, 2018	March 1, 2021	32,000,000
Series 2018 D	August 29, 2018	March 1, 2021	46,615,000
Series 2019 C	April 30, 2019	March 1, 2021	41,045,000
Total Outstanding Principal Amount of Bonds Subject to Liquidity Facility as of June 30, 2019			<u><u>\$338,010,000</u></u>

Interest Rate Swap Agreements

As of June 30, 2019, in connection with certain Bonds issued under the Indenture, the following interest rate swap agreements had been entered into by NIFA and the counterparties listed below. (All such agreements subject to earlier termination in accordance with their terms.)

Counterparty	Outstanding Notional Amount	Termination Date	Fixed Rate	Floating Rate Spread to SIFMA	Semiannual Fixed/Floating Payment Dates
Barclays Bank plc	\$43,375,000	9/1/38	3.942%	0.12%	3/1 and 9/1
Royal Bank of Canada	23,075,000	3/1/38	3.945	0.12	3/1 and 9/1
Royal Bank of Canada	53,095,000	9/1/32	3.889	0.22	3/1 and 9/1
The Bank of New York Mellon	77,225,000	9/1/31	4.013	0.12	3/1 and 9/1
The Bank of New York Mellon	19,350,000	9/1/49	2.3415	See Note	3/1 and 9/1

Note: SIFMA +0% from 9/1/19 to 3/1/28;
70% of 1-month USD-LIBOR-BBA from 3/12/28 to 9/1/49

Threshold Tables

The Threshold Tables for each interest rate swap agreement listed above, as set forth in the respective credit support annex, are as follows:

NIFA THRESHOLD TABLE

Ratings Level		The Bank of New York Mellon*	Royal Bank of Canada	Barclay's Bank
Moody's	S&P			
A3 or better	A- or better	Infinity	Infinity	Infinity
Baa1	BBB+	\$10,000,000	\$10,000,000	\$10,000,000
Baa2	BBB	\$5,000,000	\$5,000,000	\$5,000,000
Baa3	BBB-	\$1,000,000	\$1,000,000	\$1,000,000
Below Baa3	Below BBB-	\$0	\$0	\$0

BANK COUNTERPARTY THRESHOLD TABLE

Ratings Level		The Bank of New York Mellon	Royal Bank of Canada	Barclay's Bank
Moody's	S&P			
Aa3 or better	AA- or better	Infinity	Infinity	Infinity
A1	A+	Infinity	\$15,000,000	\$10,000,000
A2	A	\$15,000,000	\$10,000,000	\$5,000,000
A3	A-	\$10,000,000	\$1,000,000	\$0
Baa1	BBB+	\$1,000,000	\$0	\$0
Below Baa1	Below BBB+	\$0	\$0	\$0

Definitions:

“The Bank of New York Mellon” means The Bank of New York Mellon

“Barclay's Bank” means Barclay's Bank PLC

“Royal Bank of Canada” means Royal Bank of Canada

* The Bank of New York Mellon Credit Support Annex does not specify Moody's ratings for NIFA thresholds.

Notional Amounts

Notional Amounts for each interest rate swap agreement listed above, as set forth in the respective confirmation, are as follows:

	The Bank of New York Mellon Termination Date 9/1/31	The Bank of New York Mellon Termination Date 9/1/49	Barclays Bank PC Termination Date 9/1/38	Royal Bank of Canada Termination Date 9/1/32	Royal Bank of Canada Termination Date 3/1/38	GRAND TOTAL
03/01/20	63,410,000	19,350,000	38,785,000	44,670,000	20,700,000	186,915,000
09/01/20	57,955,000	19,350,000	36,595,000	40,730,000	19,560,000	174,190,000
03/01/21	52,915,000	19,350,000	34,470,000	36,980,000	18,450,000	162,165,000
09/01/21	48,340,000	19,350,000	32,405,000	33,430,000	17,380,000	150,905,000
03/01/22	44,135,000	19,350,000	30,405,000	30,055,000	16,340,000	140,285,000
09/01/22	40,380,000	19,350,000	28,475,000	26,930,000	15,330,000	130,465,000
03/01/23	36,835,000	19,350,000	26,605,000	24,035,000	14,350,000	121,175,000
09/01/23	33,365,000	19,350,000	24,805,000	21,475,000	13,405,000	112,400,000
03/01/24	30,090,000	19,350,000	23,065,000	19,085,000	12,495,000	104,085,000
09/01/24	26,975,000	19,350,000	21,385,000	16,835,000	11,610,000	96,155,000
03/01/25	23,995,000	19,350,000	19,775,000	14,700,000	10,765,000	88,585,000
09/01/25	21,130,000	19,350,000	18,220,000	12,660,000	9,945,000	81,305,000
03/01/26	18,430,000	19,350,000	16,730,000	10,780,000	9,155,000	74,445,000
09/01/26	15,935,000	19,350,000	15,300,000	9,020,000	8,400,000	68,005,000
03/01/27	13,535,000	19,350,000	13,935,000	7,595,000	7,675,000	62,090,000
09/01/27	11,335,000	19,350,000	12,630,000	6,255,000	6,985,000	56,555,000
03/01/28	9,195,000	19,350,000	11,390,000	5,025,000	6,325,000	51,285,000
09/01/28	7,305,000	19,350,000	10,210,000	3,885,000	5,690,000	46,440,000
03/01/29	5,485,000	19,350,000	9,100,000	2,665,000	5,090,000	41,690,000
09/01/29	3,845,000	19,350,000	8,045,000	1,955,000	4,525,000	37,720,000
03/01/30	2,365,000	19,350,000	7,050,000	1,345,000	3,990,000	34,100,000
09/01/30	990,000	19,350,000	6,125,000	835,000	3,490,000	30,790,000
03/01/31	70,000	19,350,000	5,260,000	400,000	3,015,000	28,095,000
09/01/31		19,350,000	4,460,000	120,000	2,580,000	26,510,000
03/01/32		19,350,000	3,715,000	20,000	2,170,000	25,255,000
09/01/32		19,350,000	3,180,000		1,855,000	24,385,000
03/01/33		19,350,000	2,690,000		1,575,000	23,615,000
09/01/33		19,350,000	2,240,000		1,310,000	22,900,000
03/01/34		19,350,000	1,830,000		1,070,000	22,250,000
09/01/34		19,350,000	1,460,000		855,000	21,665,000
03/01/35		19,350,000	1,135,000		660,000	21,145,000
09/01/35		18,895,000	845,000		490,000	20,230,000
03/01/36		18,435,000	600,000		340,000	19,375,000
09/01/36		17,960,000	395,000		220,000	18,575,000
03/01/37		17,475,000	235,000		115,000	17,825,000
09/01/37		16,980,000	110,000		45,000	17,135,000
03/01/38		16,470,000	35,000			16,505,000
09/01/38		15,955,000				15,955,000
03/01/39		15,420,000				15,420,000
09/01/39		14,875,000				14,875,000
03/01/40		14,320,000				14,320,000
09/01/40		13,750,000				13,750,000
03/01/41		13,165,000				13,165,000
09/01/41		12,570,000				12,570,000
03/01/42		11,960,000				11,960,000

09/01/42	11,335,000	11,335,000
03/01/43	10,695,000	10,695,000
09/01/43	10,040,000	10,040,000
03/01/44	9,370,000	9,370,000
09/01/44	8,695,000	8,695,000
03/01/45	7,980,000	7,980,000
09/01/45	7,260,000	7,260,000
03/01/46	6,525,000	6,525,000
09/01/46	5,775,000	5,775,000
03/01/47	5,010,000	5,010,000
09/01/47	4,220,000	4,220,000
03/01/48	3,415,000	3,415,000
09/01/48	2,595,000	2,595,000
03/01/49	1,750,000	1,750,000
09/01/49	885,000	885,000