

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds is excludable from gross income for federal income tax purposes, except during the period when the Bonds are held by a "substantial user" of the facilities financed by the Bonds or a "related person" within the meaning of Section 147(a) of the Internal Revenue Code of 1986 (the "Code"). Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax. In addition, in the opinion of Bond Counsel, under existing statutes, the Bonds, their transfer, the interest payable thereon, and any income derived therefrom, including any profit realized on the sale or exchange thereof, are exempt from taxation of every kind and nature whatsoever by the State of Maryland, except that no opinion is expressed with respect to any exemption from Maryland estate or inheritance taxes. See "TAX MATTERS" herein.

\$7,115,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Ellicott City II)
Series 2021 C-1
(MTEBS)
Dated: October 1, 2021
Interest Rate: 2.03%
Maturity Date: November 1, 2038
Offering Price: 100%
CUSIP: 20364NAD9^{††}

\$9,505,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Furnace Branch)
Series 2021 D-1
(MTEBS)
Dated: October 1, 2021
Interest Rate: 2.03%
Maturity Date: November 1, 2038
Offering Price: 100%
CUSIP: 20364NAF4^{††}

\$7,750,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Snowden River)
Series 2021 E-1
(MTEBS)
Dated: October 1, 2021
Interest Rate: 2.03%
Maturity Date: November 1, 2038
Offering Price: 100%
CUSIP: 20364NAH0^{††}

\$1,485,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Ellicott City II)
Series 2021 C-2
(Cash Collateralized)
Dated: Date of Delivery
Interest Rate: 0.35%
Maturity Date: January 1, 2023
Offering Price: 100%
CUSIP: 20364NAE7^{††}

\$405,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Furnace Branch)
Series 2021 D-2
(Cash Collateralized)
Dated: Date of Delivery
Interest Rate: 0.35%
Maturity Date: January 1, 2023
Offering Price: 100%
CUSIP: 20364NAG2^{††}

\$790,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Snowden River)
Series 2021 E-2
(Cash Collateralized)
Dated: Date of Delivery
Interest Rate: 0.35%
Maturity Date: January 1, 2023
Offering Price: 100%
CUSIP: 20364NAJ6^{††}

The Community Development Administration (the "Administration"), a unit of the Division of Development Finance of the Department of Housing and Community Development (the "Department"), a principal department of the State of Maryland (the "State"), is issuing its (i) Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Ellicott City II) Series 2021 C-1 (MTEBS) (the "Series C-1 Bonds") and Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Ellicott City II) Series 2021 C-2 (Cash Collateralized) (the "Series C-2 Bonds," and together with the Series C-1 Bonds, the "Ellicott City II Bonds"), under and pursuant to a Trust Indenture (the "Ellicott City II Indenture"), between the Administration and Wilmington Trust, National Association, as trustee (the "Trustee"), (ii) Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Furnace Branch) Series 2021 D-1 (MTEBS) (the "Series D-1 Bonds") and Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Furnace Branch) Series 2021 D-2 (Cash Collateralized) (the "Series D-2 Bonds," and together with the Series D-1 Bonds, the "Furnace Branch Bonds"), under and pursuant to a Trust Indenture (the "Furnace Branch Indenture"), between the Administration and the Trustee, and (iii) Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Snowden River) Series 2021 E-1 (MTEBS) (the "Series E-1 Bonds") and Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Snowden River) Series 2021 E-2 (Cash Collateralized) (the "Series E-2 Bonds," and together with the Series E-1 Bonds, the "Snowden River Bonds"), under and pursuant to a Trust Indenture (the "Snowden River Indenture"), between the Administration and the Trustee. The Ellicott City II Bonds, the Furnace Branch Bonds and the Snowden River Bonds are individually referred to herein as a "Bond Issue" and are collectively referred to herein as the "Bonds." The Ellicott City II Indenture, the Furnace Branch Indenture and the Snowden River Indenture are sometimes individually referred to herein as an "Indenture" and are collectively referred to herein as the "Indentures."

The Bonds are issuable only as fully registered bonds without coupons and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the Bonds. Individual purchases of the Long Term Bonds will be made in book-entry form only, in denominations of \$1,000 or any integral multiple of \$1.00 in excess thereof. Individual purchases of the Short Term Bonds will be made in book-entry form only, in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof. Purchasers will not receive certificates representing their interest in Bonds purchased. Principal and interest on the Bonds are payable by the Trustee to DTC, which will be responsible for remitting such principal and interest to its Participants, which will be responsible for remitting such principal and interest to the Beneficial Owners of the Bonds, as described under APPENDIX F – "BOOK-ENTRY SYSTEM" herein.

The Ellicott City II Bonds are being issued to finance the acquisition, rehabilitation and equipping of a 91-unit senior multifamily residential rental facility known as Park View at Ellicott City II. The Furnace Branch Bonds are being issued to finance the acquisition, rehabilitation and equipping of a 101-unit senior multifamily residential rental facility known as Park View at Furnace Branch. The Snowden River Bonds are being issued to finance the acquisition, rehabilitation and equipping of a 100-unit senior multifamily residential rental facility known as Park View at Snowden River (collectively with Park View at Ellicott City II and Park View at Furnace Branch, the "Projects"). The Administration has designated the Bonds as "Sustainability Bonds." See "INTRODUCTION – Sustainability Bond Designation" and "APPENDIX J — SUSTAINABILITY BONDS DESIGNATION" herein.

The Series C-1 Bonds, the Series D-1 Bonds and the Series E-1 Bonds (collectively, the "Long Term Bonds") will be individually and separately secured (i) prior to the MBS Delivery Date (as defined herein), by amounts on deposit in the Long Term Bond Revenue Account and the Long Term Bond Proceeds Account of the applicable Indenture, along with the investment earnings thereon and (ii) on and after the MBS Delivery Date, by a separate mortgage-backed pass-through certificate (each, an "MBS," and collectively, the "MBSs") purchased by the Trustee and guaranteed as to timely payment of principal and interest by the Federal National Mortgage Association ("Fannie Mae"), if and when issued. See "SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS" herein.

The Series C-2 Bonds, the Series D-2 Bonds, and the Series E-2 Bonds (collectively, the "Short Term Bonds") will be secured by Eligible Investments and Eligible Funds sufficient, without the need for reinvestment, to pay, respectively, all of the interest on the Short Term Bonds when due and the principal of the Short Term Bonds on their respective dates of maturity, as further described herein. See "SECURITY AND SOURCES OF PAYMENT FOR THE SHORT TERM BONDS" herein.

The aggregate principal amount, aggregate face amount, maturity date, interest rate and delivery date for the Bonds shall be as set forth in the Indentures and, with respect to the Long Term Bonds, shall be described in the applicable Term Sheet set forth in APPENDIX H hereto delivered in connection with the sale of the related Long Term Bonds.



Prior to the MBS Delivery Date, principal, when due, and interest on the Long Term Bonds will be payable monthly on the 26th day of the month, or the next succeeding Business Day if such 26th day is not a Business Day, commencing November 26, 2021, until and including the 26th day of the month in which the MBS Delivery Date occurs. Commencing in the first month after the month in which the MBS Delivery Date occurs, principal, if due, and interest will be payable on the first Business Day following receipt of a payment representing principal, if due, and interest under the MBS (but no earlier than the 26th day of the month). Interest will not accrue on the Long Term Bonds from November 1, 2038, the maturity date of the Long Term Bonds, to the Business Day after the MBS is received on November 25, 2038 (or, if such day is not a Business Day, the next Business Day), the final payment date for the Long Term Bonds. Interest on the Short Term Bonds will be payable on each January 1 and July 1, commencing January 1, 2022, and on their date of maturity.

The Bonds within each Bond Issue are special obligations of the Administration, payable solely from the moneys provided under the applicable Indenture and pledged therefor. The Administration has no taxing power. The Bonds do not constitute a debt of the State, any political subdivision thereof, the Administration or the Department, or a pledge of the faith, credit or taxing power of the State, any such political subdivision, the Administration or the Department.

Each Bond Issue being offered by this Official Statement is separate and apart from the other Bond Issues. While the provisions of each Bond Issue and the Indenture and Financing Agreement related thereto will be substantially identical (except with respect to parties, principal and dollar amounts, percentages, dates and certain other terms), each Bond Issue will be separately secured by the related MBS, Eligible Funds and the other collateral pledged under the related Indenture. The Bonds are not cross-defaulted or cross-collateralized. Purchasers of a particular Bond Issue shall have no rights to any revenues, funds or assets of the other Bond Issues. Each Bond Issue will be treated as a separate issue of bonds for federal income tax purposes, and compliance with the federal tax rules will be determined separately for each Bond Issue.

The Bonds are offered when, as and if received by the Underwriters subject to the delivery of an approving opinion by Kutak Rock LLP, Washington, D.C., Bond Counsel. Certain legal matters will be passed upon for the Administration by an Assistant Attorney General of the State of Maryland as Counsel to the Department. Certain legal matters will be passed upon for the Borrowers by their counsel, Gallagher, Evelius & Jones LLP, Baltimore, Maryland, and for the Underwriters by their counsel, Tiber Hudson LLC, Washington, D.C. It is expected that the Bonds will be available in book-entry form through the facilities of DTC in New York, New York on or about October 21, 2021.

Wells Fargo Securities

Jefferies

Dated: October 5, 2021

[†] The Bonds are being issued pursuant to the Administration's sustainability standards, which are based on the Maryland Qualified Allocation Plan and Multifamily Rental Financing Program Guide, not pursuant to Fannie Mae's Social, Green and Sustainable MBS Framework. See "THE ADMINISTRATION – Green Standards" herein.

^{††} CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Administration and are included solely for the convenience of the holders of the Bonds. The Administration is not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions.

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

Prospective purchasers must read this entire Official Statement (including the cover page and all appendices hereto) to obtain all of the information essential to the making of an informed investment decision.

References to website addresses presented herein are for informational purposes only and may be in the form of a hyperlink solely for the reader's convenience. Neither the Issuer nor the Underwriter has been able to verify the accuracy or completeness of the information contained in web site addresses set forth in this Official Statement or to verify that such information is accurate and complete as of the date of this Official Statement. Unless specified otherwise, such web sites and the information or links contained therein are not incorporated into, and are not part of this Official Statement.

The information set forth herein has been obtained from the Borrowers, the Administration and other 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 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 the Borrowers, the Administration or any other parties described herein since the date as of which such information is presented. This Official Statement is not to be construed as a contract or agreement between the Administration and the purchasers or owners of any of the Bonds.

In connection with this offering, the Underwriters may over-allot or effect transactions which stabilize or maintain the market price of the Bonds offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

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

Fannie Mae has not reviewed or undertaken to determine the accuracy of any of the information contained in this Official Statement, other than providing a link to the template Fannie Mae MBS Prospectus in APPENDIX A and the Additional Disclosure Addendum in Schedule I to APPENDIX A, and makes no representation or warranty, express or implied, as to any of the other matters contained in this Official Statement, including, but not limited to (i) the accuracy or completeness of such information, (ii) the suitability of the Bonds for any investor, (iii) the feasibility or performance of any project, (iv) the structure, provisions or terms of the Bonds and any cash flows related thereto, or (v) compliance with any securities, tax or other laws or regulations including but not limited to the validity of the Bonds and the tax-exempt status of the Bonds. Fannie Mae's role with respect to the Bonds is limited to issuing and discharging its obligations under the MBS if and when delivered. No registration statement relating to the Bonds has been filed with the United States Securities and Exchange Commission (the "**Commission**") or with any state securities agency. The Bonds have not been approved or disapproved by the Commission or any state securities agency, nor has the Commission or any state securities agency passed upon the accuracy or adequacy of this Official Statement. Any representation to the contrary is a criminal offense.

CUSIP data herein are provided by Standard & Poor's CUSIP Service Bureau, a division of The McGraw-Hill Companies, Inc. CUSIP numbers have been assigned by an independent company not affiliated with the Administration and are included solely for the convenience of the holders of the Bonds. The Administration is not responsible for the selection or uses of these CUSIP numbers, and no representation is made as to their correctness on the Bonds or as indicated above. The CUSIP number for a specific maturity is subject to being changed after the issuance of the Bonds as a result of various subsequent actions.

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OFFICIAL STATEMENT

relating to

\$7,115,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Ellicott City II)
Series 2021 C-1
(MTEBS)

\$9,505,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Furnace Branch)
Series 2021 D-1
(MTEBS)

\$7,750,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Snowden River)
Series 2021 E-1
(MTEBS)

\$1,485,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Ellicott City II)
Series 2021 C-2
(Cash Collateralized)

\$405,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Furnace Branch)
Series 2021 D-2
(Cash Collateralized)

\$790,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)[†]
(Park View at Snowden River)
Series 2021 E-2
(Cash Collateralized)

INTRODUCTION

This Official Statement (which includes the cover page and appendices hereto) provides certain information in connection with the issuance and sale by the Community Development Administration (the “**Administration**”), a unit of the Division of Development Finance of the Department of Housing and Community Development (the “**Department**”), a principal department of the State of Maryland (the “**State**”), of its (i) Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Ellicott City II) Series 2021 C-1 (MTEBS) (the “**Series C-1 Bonds**”) and Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Ellicott City II) Series 2021 C-2 (Cash Collateralized) (the “**Series C-2 Bonds**,” and together with the Series C-1 Bonds, the “**Ellicott City II Bonds**”), under and pursuant to a Trust Indenture (the “**Ellicott City II Indenture**”), between the Administration and Wilmington Trust, National Association, as trustee (the “**Trustee**”), (ii) Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Furnace Branch) Series 2021 D-1 (MTEBS) (the “**Series D-1 Bonds**”) and Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Furnace Branch) Series 2021 D-2 (Cash Collateralized) (the “**Series D-2 Bonds**,” and together with the Series D-1 Bonds, the “**Furnace Branch Bonds**”), under and pursuant to a Trust Indenture (the “**Furnace Branch Indenture**”), between the Administration and the Trustee, and (iii) Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Snowden River) Series 2021 E-1 (MTEBS) (the “**Series E-1 Bonds**”) and Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Snowden River) Series 2021 E-2 (Cash Collateralized) (the “**Series E-2 Bonds**,” and together with the Series E-1 Bonds, the “**Snowden River Bonds**”), under and pursuant to a Trust Indenture (the “**Snowden River Indenture**”), between the Administration and the Trustee. The Administration is authorized to issue the Bonds pursuant to the Indentures and Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “**Act**”). The Ellicott City II Bonds, the Furnace Branch Bonds and the Snowden River Bonds are individually referred to herein as a “**Bond Issue**” and are collectively referred to herein as the “**Bonds**.” The Ellicott City II Indenture, the Furnace Branch Indenture and the Snowden River Indenture are sometimes individually referred to herein as an “**Indenture**” and are collectively referred to herein as the “**Indentures**.”

Pursuant to the Ellicott City II Indenture and the Financing Agreement (the “**Ellicott City II Financing Agreement**”) between the Administration and RF Ellicott City II, LLC (the “**Ellicott City II Borrower**”), the Administration will apply the proceeds of the Ellicott City II Bonds to provide financing for a separate senior

[†] The Bonds are being issued pursuant to the Administration’s sustainability standards, which are based on the Maryland Qualified Allocation Plan and Multifamily Rental Financing Program Guide, not pursuant to Fannie Mae’s Social, Green and Sustainable MBS Framework. See “THE ADMINISTRATION – Green Standards” herein.

multifamily rental housing facility known as Park View at Ellicott City II. Pursuant to the Furnace Branch Indenture and the Financing Agreement (the “**Furnace Branch Financing Agreement**”) between the Administration and RF Furnace Branch, LLC (the “**Furnace Branch Borrower**”), the Administration will apply the proceeds of the Furnace Branch Bonds to provide financing for a separate senior multifamily rental housing facility known as Park View at Furnace Branch. Pursuant to the Snowden River Indenture and the Financing Agreement (the “**Snowden River Financing Agreement**,” and together with the Ellicott City II Financing Agreement and the Furnace Branch Financing Agreement, the “**Financing Agreements**”), between the Administration and RF Snowden River, LLC (the “**Snowden River Borrower**,” and together with Ellicott City II Borrower and the Furnace Branch Borrower, the “**Borrowers**”), the Administration will apply the proceeds of the Snowden River Bonds to provide financing for a separate senior multifamily rental housing facility known as Park View at Snowden River (collectively with Park View at Ellicott City II and Park View at Furnace Branch, the “**Projects**”) as further described herein and in each term sheet (individually, the “**Term Sheet**,” and collectively, the “**Term Sheets**”) set forth in APPENDIX H – “THE PRIVATE PARTICIPANTS, THE PROJECTS AND THE TERM SHEETS” hereto. The issuance of the Long Term Bonds will facilitate the delivery of each MBS (as defined below) guaranteed by the Federal National Mortgage Association (“**Fannie Mae**”). The Administration is issuing the Bonds as Sustainability Bonds based on the intended use of proceeds of the Bonds to finance Projects that are expected to provide affordable housing incorporating energy efficiency standards and features. . See “INTRODUCTION – Sustainability Bonds Designation,” APPENDIX H – “THE PRIVATE PARTICIPANTS, THE PROJECTS AND THE TERM SHEETS – Sustainability Bonds Designation” (with respect to each Project) and APPENDIX J — “SUSTAINABILITY BONDS DESIGNATION” herein.

Each Bond Issue being offered by this Official Statement is separate and apart from the other Bond Issues. While the provisions of each Bond Issue and the Indenture and Financing Agreement related thereto will be substantially identical (except with respect to parties, principal and dollar amounts, percentages, dates and certain other terms as described herein), each Bond Issue will be separately secured by the related MBS, Eligible Funds and the other collateral pledged under the related Indenture. The Bonds are not cross-defaulted or cross-collateralized. Purchasers of a particular Bond Issue shall have no rights to any revenues, funds or assets of the other Bond Issues. Each Bond Issue will be treated as a separate issue of bonds for federal income tax purposes, and compliance with the federal tax rules will be determined separately for each Bond Issue.

All capitalized terms used in this Official Statement that are not defined herein shall have the respective meanings set forth in the Indentures. See APPENDIX B – “DEFINITIONS OF CERTAIN TERMS.”

The Long Term Bonds

The Series C-1 Bonds, the Series D-1 Bonds and the Series E-1 Bonds (collectively, the “**Long Term Bonds**”) will be issued to finance the related Project through the purchase by the Trustee of separate mortgage backed pass-through certificates respectively securing the Long Term Bonds (each, an “**MBS**,” and collectively, the “**MBSs**”) and guaranteed as to timely payment of principal and interest by Fannie Mae, if and when issued. The MBSs will not be available for purchase on the date of issuance of the Long Term Bonds (the “**Closing Date**”) but are expected to be available for acquisition by the Trustee prior to the date of delivery by Fannie Mae of the MBS for each Project (the “**MBS Delivery Date**”) specified in the applicable Term Sheet. Each MBS will be backed by a 17-year, fixed-rate mortgage loan (the “**Mortgage Loan**”) secured by a mortgage constituting a first lien on the related Project. Separate Mortgage Loans will be made to each Borrower as mortgagor and owner of the related Project on the Closing Date. See “SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS” and “THE MORTGAGE LOANS” herein and APPENDIX A — “FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM” attached hereto.

On the Closing Date, and prior to the MBS Delivery Date, the Long Term Bonds will be secured by (i) the proceeds of the Long Term Bonds equal to the principal amount thereof delivered to the Trustee and deposited into the Long Term Bond Proceeds Account established under the related Indenture and (ii) Eligible Funds delivered to the Trustee and deposited into the Long Term Bond Revenue Account established under the related Indenture in an amount equal to the interest on the Long Term Bonds at the pass-through rate from the Bond Dated Date (as specified in the Term Sheets) to, but not including, the date that is five (5) calendar days after the applicable MBS Delivery Date Deadline (collectively, the “**Long Term Bond Collateral**”). Prior to an MBS Delivery Date, the principal of, premium, if any, and interest on the Long Term Bonds will be paid from amounts on deposit in the Long Term Bond Revenue Account and the Long Term Bond Proceeds Account of the applicable Indenture along with the investment earnings thereon. Following an MBS Delivery Date, the related Long Term Bonds will be secured, respectively, by, and the principal of and interest thereon

will be paid from, payments made under the MBSs. See “SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS” herein.” herein.

On each MBS Delivery Date, amounts on deposit in the Long Term Bond Proceeds Account of the related Indenture will be used by the Trustee to purchase the related MBS, which will then secure the payment of the related Long Term Bonds. On or prior to the Closing Date, each Borrower will receive a commitment from Bellwether Enterprise Mortgage Investments, LLC (the “**Lender**”), the Fannie Mae-approved lender of the Mortgage Loans, to deliver the related MBSs to the Trustee for purchase. The Lender’s respective commitment to deliver the MBSs is subject to the satisfaction of certain requirements and preconditions and does not extend to the benefit of any other third party, including the beneficial owners of the Long Term Bonds, the Administration or the Trustee. No representations or assurances can be provided as to whether or not such conditions can or will be satisfied.

If an MBS is not delivered on or before the related MBS Delivery Date Deadline (as defined herein), as such date may be extended pursuant to the terms of the related Indenture, then funds then on deposit in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account of applicable Indenture will be used to redeem the related Long Term Bonds as set forth in the applicable Indenture. The Long Term Bonds are also subject to mandatory redemption in whole or in part as further described herein. See “DESCRIPTION OF THE LONG TERM BONDS — Mandatory Redemption of Long Term Bonds.”

Following the MBS Delivery Date, the principal amount of each series of Long Term Bonds Outstanding will equal the then-current principal amount of the related MBS, which will equal the product of the original aggregate principal amount of the Mortgage Loans and the then-applicable factor posted by Fannie Mae as the Mortgage Loans amortize or are otherwise prepaid (the “**Monthly Pool Factor**”). Monthly Pool Factors with respect to MBSs can be accessed through DUS Disclose on Fannie Mae’s website at <https://mfdustdisclose.fanniemae.com/#/home>.

The Long Term Bonds shall bear interest on the outstanding principal amount thereof at the interest rate set forth on the cover page hereof and in the Term Sheets (the “**Pass-Through Rate**”). Prior to the applicable MBS Delivery Date, principal, if due, and interest on the Long Term Bonds will be payable monthly on the 26th day of the month, or the next succeeding Business Day if such 26th day is not a Business Day, commencing November 26, 2021, until and including the 26th day of the month in which the MBS Delivery Date occurs. Commencing with the first month after the month in which an MBS Delivery Date occurs, principal, if due, and interest will be payable on the first Business Day following receipt of a payment representing principal, if due, and interest under the MBS (but in no event earlier than the 26th day of the month). Principal of and interest on the Long Term Bonds are payable by the Trustee to DTC, which will be responsible for remitting such principal and interest to its Participants, who will be responsible for remitting such principal and interest to the Beneficial Owners of the Long Term Bonds. The payment of interest on a Payment Date shall relate to the interest accrued during the preceding calendar month.

The Short Term Bonds

At all times, the Series C-2 Bonds, the Series D-2 Bonds and the Series E-2 Bonds (the “**Short Term Bonds**”) will be individually and respectively secured by Eligible Investments, together with interest earnings thereon, or other Eligible Funds in the applicable Short Term Bond Revenue Account, the Short Term Bond Proceeds Account and the Collateral Fund of the Indentures, respectively (the “**Short Term Bond Collateral**”), along with the investment earnings thereon sufficient to pay all of the principal of and interest on the Short Term Bonds when due on the earlier of any Redemption Date or the Maturity Date, as further described herein. See “SECURITY AND SOURCES OF PAYMENT FOR THE SHORT TERM BONDS – The Short Term Bonds” herein.

Limited Obligations

The Bonds are limited obligations of the Administration, payable solely from and secured by the respective pledge pursuant to each Indenture of the Trust Estate, consisting (i) with respect to the Long Term Bonds, of revenues from the related MBS (the “**MBS Revenues**”), the Long Term Bond Collateral, and other funds pledged therefor under the applicable Indenture and (ii) with respect to the Short Term Bonds, the Short Term Bond Collateral and other funds pledged therefor under the applicable Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE SHORT TERM BONDS.”

THE BONDS OF EACH BOND ISSUE ARE LIMITED OBLIGATIONS OF THE ADMINISTRATION, A UNIT OF THE DIVISION OF DEVELOPMENT FINANCE OF THE DEPARTMENT, A PRINCIPAL DEPARTMENT OF THE STATE, PAYABLE SOLELY FROM THE TRUST ESTATE PLEDGED THEREFOR UNDER THE INDENTURE. THE ADMINISTRATION HAS NO

TAXING POWER. THE BONDS DO NOT CONSTITUTE A DEBT OF THE STATE, ANY POLITICAL SUBDIVISION THEREOF, THE ADMINISTRATION OR THE DEPARTMENT, OR A PLEDGE OF THE FAITH, CREDIT OR TAXING POWER OF THE STATE, ANY POLITICAL SUBDIVISION THEREOF, THE ADMINISTRATION OR THE DEPARTMENT.

Sustainability Bonds Designation

The Administration is issuing the Bonds as Sustainability Bonds based on the intended use of proceeds of the Bonds to finance Projects that are expected to provide affordable housing incorporating energy efficiency standards and features. The Administration believes the intended use of the proceeds of the Bonds and the manner of expenditure of such funds are consistent with the four core components described by the International Capital Market Association (“**ICMA**”) in its publications, *Green Bond Principles: Voluntary Process Guidelines for Issuing Green Bonds*, *Social Bond Principles: Voluntary Process Guidelines for Issuing Social Bonds* and *Sustainability Bond Guidelines*.

By reference to the ICMA’s *Green, Social and Sustainability Bonds: A High-Level Mapping to the Sustainable Development Goals*, which links the ICMA green bond principles to the framework provided by the United Nations 17 Sustainable Development Goals (“**UNSDGs**”), the Administration believes that its Sustainability Bonds designation reflects the use of the proceeds of the Bonds in a manner that is consistent with certain of the UNSDGs. According to the United Nations, the UNSDGs were adopted by the United Nations General Assembly in September 2015 as part of its 2030 Agenda for Sustainable Development. The term “Sustainability Bonds” is neither defined in nor related to provisions in the Indentures. The use of such term herein is for identification purposes only and is not intended to provide or imply that an owner of Sustainability Bonds is entitled to any additional security beyond that provided therefor in the applicable Indenture. Holders of Sustainability Bonds do not assume any specific risk with respect to any of the funded Projects by reason of the Bonds being designated as Sustainability Bonds. See “**THE ADMINISTRATION – Green Standards**” for a description of the Administration’s Green Standards and “**APPENDIX J – SUSTAINABILITY BONDS DESIGNATION**” for a further description of the Administration’s Sustainability Bonds Designation, reference to certain UNSDGs and the form of the Administration’s Sustainability Bonds Annual Reporting.

Miscellaneous

Descriptions, certain definitions and final terms of the Long Term Bonds, the Borrowers and other private participants, the Projects, the Mortgage Loans and the MBSs are included in the Term Sheets set forth in APPENDIX H hereto. All summaries or descriptions herein of documents and agreements are qualified in their entirety by reference to such documents and agreements, and all summaries herein of the Bonds are qualified in their entirety by reference to the Indentures and the provisions with respect thereto included in the aforesaid documents and agreements. Copies of the Indentures and the Financing Agreements are available for inspection at the office of the Trustee. The Borrowers will provide certain information on an ongoing basis to the Municipal Securities Rulemaking Board (the “**MSRB**”). For a description of the Borrowers’ undertaking with respect to ongoing disclosure, see “**CONTINUING DISCLOSURE**” herein and APPENDIX G – “**FORM OF CONTINUING DISCLOSURE AGREEMENT**.”

THE ADMINISTRATION

The following information has been provided by the Administration for use herein. While the information is believed to be reliable, none of the Trustee, the Borrowers, the Underwriters, the Lender, Fannie Mae or any of their respective counsel, members, officers or employees makes any representations as to the accuracy or sufficiency of such information.

General Information

The Administration was created in 1970 as a division of the Department of Economic and Community Development to meet the shortage of adequate, safe and sanitary housing in the State, particularly for persons or families of limited incomes. Chapter 311 of the Acts of Maryland 1987, effective July 1, 1987, abolished the Department of Economic and Community Development, created the Department and assigned the Administration as a unit of the Division of Development Finance of the Department.

The Secretary is the head of the Department and is appointed by the Governor of the State with the advice and consent of the Senate. The Department consists of five divisions: the Division of Development Finance, the Division of Credit Assurance, the Division of Finance and Administration, the Division of Neighborhood Revitalization and the Division of Information Technology.

The Division of Development Finance is the lending and bond issuing division of the Department, originating loans under the Department's various lending programs and providing loan underwriting services to the Department and its other divisions and units. The Administration is a unit of the Division of Development Finance.

The Secretary, with the approval of the Governor, appoints the Deputy Secretary and the Director of the Administration, and the Director of the Administration, with the approval of the Secretary, appoints the Deputy Directors of the Administration and the other senior staff members of the Administration. The Act establishes the Housing Finance Review Committee (the "**Review Committee**"), which has the responsibility to review and to give recommendations to the Secretary regarding loans or categories of loans and the investment and project financing policies of the Administration. The Review Committee consists of seven members appointed by the Governor, including three members of the public, three members of the Department and one member of the Executive Branch not employed by the Department. When urgent action is required, the Secretary may approve a specific loan request without receiving the recommendation of the Review Committee.

The Division of Credit Assurance, the insuring division of the Department, provides certain asset management, monitoring and workout related services to the Department and its divisions and agencies, including the Administration. The Division of Finance and Administration provides budget, accounting, auditing and administrative services to the Department. In addition, the Administration has a finance office which handles finance and accounting for lending and bond activities and insurance activities. The Administration's finance office reports directly to the Director of the Administration.

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The Division of Information Technology develops and maintains information systems and trains Departmental staff in the use of computer resources.

The Division of Neighborhood Revitalization provides state and federal financial assistance including loans, grants, guaranties and state tax credits throughout the State, focusing on sustainable communities and priority funding areas; provides technical assistance programs to local governments, nonprofit organizations and small businesses to reinvest in these communities; and provides financial assistance to enable foreclosure prevention/mitigation housing and legal counseling.

The Department has established a Revenue Bond Advisory Board (the "**Board**"). The Board provides independent advice and expertise to the Department with respect to issuance of revenue bonds, including the Bonds. The Board consists of seven members appointed by the Secretary, including the Deputy Secretary (who chairs the Board), one other representative of the Department, two representatives of other executive branch agencies of State government (one from an agency which issues revenue bonds), one representative of the State Treasurer's Office, and two members of the public. The Board reviews and makes recommendations to the Secretary with respect to each issuance of bonds. The Secretary has the final authority to approve each issuance after receipt of the Board's recommendation. When urgent action is required, the Secretary may approve an issuance of bonds without action by the Board or may vary the terms of the Board's recommendation. In addition, the Board advises the Department on procedures for issuing bonds and on selection and performance of financial advisors and underwriters.

The Administration pays all costs and expenses of operating its programs from earnings received from its programs financed by bond indentures and resolutions of the Administration in excess of the amounts required to pay principal of and interest on its bonds and notes.

The Bonds are not, under any circumstances, payable from or secured by any other funds or assets of the Administration not expressly pledged to payment of the Bonds, including, without limitation, the Administration's General Bond Reserve Fund.

The office of the Administration is located at 7800 Harkins Road, Lanham, Maryland 20706. Inquiries for documents or concerning this Official Statement should be directed to Investor Relations at (301) 429-7897 or cdabonds_mailbox.dhcd@maryland.gov.

Green Standards

Applicants for bond financing from the Administration must demonstrate that the development will satisfy the requirements set forth in the applicable Maryland Qualified Allocation Plan (“QAP”) and Multifamily Rental Financing Program Guide (the “Guide”). The Guide establishes base level development quality thresholds (“**Development Quality Thresholds**”) as minimum mandatory standards for a development to be considered for financing, including base level green and energy efficiency standards. At a minimum, developments must comply with all applicable State and local building codes, which includes the latest version of the Building and Energy Code and the accessibility code incorporated by the Maryland Codes Administration into the Maryland Building Performance Standards. The following standards are from the 2019 version of the Guide, which is applicable to the Projects.

Base Level Green Standards for All Developments

Demolition work must be accompanied by a demolition plan that identifies sound practices for managing waste and hazardous materials and identifies opportunities for recycling. Site work must employ Maryland Department of the Environment 2011 Standards for Soil Erosion and Sediment Control during construction. Landscaping that includes new plantings shall utilize at least 50% native, drought and disease tolerant plantings that are highly suitable for the development soil and microclimate. Developments must implement a construction waste recycling plan in which construction waste materials are collected, separated and recycled instead of being sent to a land fill. Low toxic, low volatile organic compound paint, primer, sealers, and adhesives and unsealed engineered or composite wood products free of added urea formaldehyde must be used. Any carpet, pad, and carpet adhesives must meet the Carpet and Rug Institute’s Green Label or Green Label Plus Certification. Where new HVAC equipment is specified, there must be no use of chlorofluorocarbons (“CFC”) refrigerant. For retained CFC refrigerant equipment, a comprehensive inspection, maintenance, and phase out or conversion plan must be included. Water fixtures and faucets must conserve water with toilets that use 1.6 gallons per flush or less and shower heads and bath and kitchen faucets that use 2.0 Gallons Per Minute or less. Developments must not be located in FEMA Flood Zone Areas, except zones C or X, which are minimal risk areas.

New Construction and Gut Rehabilitation Developments

New construction, gut rehabilitation, and change in use developments must be certified under the current version of Energy Star Multifamily New Construction or Energy Star High Rise rating systems, as applicable to the development type. At a minimum, developments must utilize Energy Star central or split HVAC systems for community area(s) and units. All appliances must be Energy Star qualified, including vented kitchen and bathroom exhaust fans. Except for high-rise developments, windows must be Energy Star qualified windows in accordance with current Energy Star Standards as appropriate to development location.

Rehabilitation Developments

Rehabilitation developments must achieve a minimum of 15% energy savings for the rehabilitated building(s) over the existing building condition or, if a rehabilitation development previously completed an energy efficiency retrofit, and the 15% standard cannot be achieved, install all energy conservation measures that have a Savings to Investment Ratio (“SIR”) of 2.0 or greater. Base level energy standards for rehabilitation developments include the installation of Energy Star qualified HVAC systems and components when HVAC systems and components are replaced. All newly installed appliances must be Energy Star qualified, including vented kitchen and bathroom exhaust fans. When lighting replacement is included in the scope of work, the use of Energy Star qualified LED lighting fixtures or LED lamps is required. Energy Star qualified windows must be used when windows are replaced, except for high-rise buildings. Draft-stopping and air-sealing along with duct-sealing and insulation scopes of work must be included in the development specifications.

Evaluation Criteria

As part of its evaluation process the Administration will award points to developments based on the inclusion of various “green” features, with more points available to developments participating in recognized certification programs. Developments seeking the Administration’s financing will receive points under the Guide’s Green Features by receiving certification using green building criteria from one of the organizations listed below:

- Enterprise Green Communities – 2015 Enterprise Green Communities Criteria, as updated
- U.S. Green Building Council – Leadership in Energy and Environmental Design V4
- National Association of Home Builders – ICC-700 National Green Building Standard

- Southface - Earthcraft Multifamily V5, as updated
- International Living Future Institute - Net Zero
- Green Building Initiative - Green Globes
- Passive House Institute US - PHUIS+ US

The Administration will award additional points to developments to encourage design features that provide comfort and energy efficiency over the extended period of the development life and that assist the Department in measuring energy conservation and sustainability outcomes. For example, points will be awarded for developments if the sponsor commits to incorporate into the scope of work all energy conservation measures (“ECM”) that result in an overall energy savings of 30% or greater over pre-retrofit levels as verified by a qualified energy auditor, or all of the ECMs having an SIR of greater than 1.0 as determined by a comprehensive energy audit. Additional points will be awarded for any development utilizing alternative energy (solar, geothermal, etc.) to reduce utility consumption of water heating, heating and cooling, or electric usage for common areas or tenant units.

Limited Involvement of the Administration

The Administration has no obligation to review, control or oversee the activities of the Trustee, the Lender, Fannie Mae or the Borrowers or the compliance by any of them with any covenants or provisions of any related documents, including (without limitation) any covenants that relate to the excludability from gross income of interest on the Bonds.

THE ADMINISTRATION ASSUMES NO RESPONSIBILITY FOR THE ACCURACY, SUFFICIENCY OF DISCLOSURES OR COMPLETENESS OF ANY INFORMATION PROVIDED BY THE BORROWER, THE LENDER, FANNIE MAE, THE TRUSTEE OR ANY OTHER PERSON FOR INCLUSION HEREIN. The Bonds will be limited obligations of the Administration as described under “SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS” and “SECURITY AND SOURCES OF PAYMENT FOR THE SHORT TERM BONDS” herein. The Administration has not participated in the preparation of this Official Statement and neither has nor will assume any responsibility as to the accuracy or completeness of any information contained herein, all of which information has been furnished by others, other than the information included under the headings “INTRODUCTION” (to the extent of the information therein pertaining to the Administration), “THE ADMINISTRATION” and “NO LITIGATION — The Administration” herein.

DESCRIPTION OF THE LONG TERM BONDS

General

The Long Term Bonds will be issued in denominations of \$1,000 or any integral multiple of \$1.00 in excess thereof. The Long Term Bonds are issuable only as fully registered bonds without coupons and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company (“DTC”), New York, New York. DTC will act as securities depository for the Long Term Bonds. Individual purchases will be made in book-entry form only. Purchasers will not receive bonds representing their interest in the Long Term Bonds purchased. See APPENDIX F — “BOOK-ENTRY SYSTEM.”

The Long Term Bonds will be dated and have a final maturity date and a final payment date on the respective dates identified in the Term Sheets and on the front cover of this Official Statement. The Long Term Bonds will bear interest from their dated date at the Pass-Through Rate respectively set forth in the Term Sheets and on the front cover hereof. Interest on the Long Term Bonds shall be computed for the actual number of days which have elapsed, on the basis of a 360-day year. The payment of interest on a Payment Date shall relate to the interest accrued during the preceding calendar month.

Interest on the Long Term Bonds will be payable monthly on the 26th day of the month, or the next succeeding Business Day if such 26th day is not a Business Day, commencing November 26, 2021, to the Bond holders of record of the applicable Long Term Bonds as of the close of business on the applicable Record Date, until and including the 26th day of the month in which the related MBS Delivery Date occurs.

Prior to an MBS Delivery Date, all payments of interest with respect to the applicable Long Term Bonds will be paid to the holders of such Long Term Bonds by the Trustee from funds held in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account of the applicable Indenture. Commencing in the first month after

the month in which the MBS Delivery Date occurs, on the first Business Day following receipt of a payment representing principal, if due, and interest under the MBS (but in no event sooner than the 26th day of the month), the Trustee will pay to the holders of record of the Long Term Bonds as of the applicable Record Date the amount so received as a payment of principal, if due, and interest on the Long Term Bonds. All payments of principal and interest with respect to a series of Long Term Bonds will be paid to the holders of such Long Term Bonds in proportion to the principal amount of each Long Term Bond owned by each such owner as set forth on the records of the Trustee as of the Record Date.

So long as Cede & Co. or another nominee designated by DTC is the registered owner of the Long Term Bonds, principal and interest on the Long Term Bonds are payable by the Trustee to DTC, which will be responsible for remitting such principal and interest to its Participants, who will be responsible for remitting such principal and interest to the Beneficial Owners of the Long Term Bonds. See APPENDIX F — “BOOK-ENTRY SYSTEM.” *So long as Cede & Co. is the registered owner of the Long Term Bonds, all references in this Official Statement to the owners or holders of the Long Term Bonds means Cede & Co. and not the Beneficial Owners of the Long Term Bonds.*

Transfer of Long Term Bonds

While DTC is securities depository for book-entry Long Term Bonds, the transfer of beneficial ownership of Long Term Bonds shall take place as described in APPENDIX F — “BOOK-ENTRY SYSTEM.” If DTC were to terminate its status as securities depository for the Long Term Bonds and, as a result, the Long Term Bonds were no longer book-entry securities, no transfer of a Long Term Bond will be made unless made upon the records of the Administration kept for that purpose at the corporate trust office of the Trustee, by the registered owner of the Long Term Bond or by its attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee. Upon the transfer of any such Long Term Bond, the Administration shall issue and the Trustee shall authenticate and deliver to and in the name of the transferee a new fully registered Long Term Bond, of the same series, aggregate principal amount, interest rate, maturity and other terms as the surrendered Long Term Bond.

At all times, the Administration and the Trustee may deem and treat the person in whose name any Long Term Bond shall be registered upon the records of the Administration as the absolute owner of such Long Term Bond, whether such Long Term Bond shall be a book-entry security or not, for the purpose of receiving payment of, or on account of, the principal of and interest on such Long Term Bond and for all other purposes and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Long Term Bond to the extent of the sum or sums so paid.

Mandatory Redemption of Long Term Bonds

The Long Term Bonds are subject to mandatory redemption under the applicable Indenture as follows:

Mandatory Redemption Prior to MBS Delivery Date. On any Payment Date that occurs prior to or during the month in which an MBS is delivered to the Trustee, the related Long Term Bonds are subject to mandatory redemption in part in an amount equal to the amount due on the first day of the month in which such Payment Date occurs as shown in the applicable Mortgage Loan Amortization Schedule, payable with respect to principal, from money on deposit in the Long Term Bond Proceeds Account of the related Indenture, and with respect to interest, from money on deposit in the applicable Loan Term Bond Revenue Account of the related Indenture.

Mandatory Redemption upon Failure to Purchase the MBS. Each series of Long Term Bonds is subject to mandatory redemption in whole five (5) calendar days after the related MBS Delivery Date Deadline (as such date may be extended as described under APPENDIX C — “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—Extension of MBS Delivery Date Deadline” hereto) at a Redemption Price equal to 100% of the Outstanding principal amount thereof, plus interest accrued but unpaid from the first day of the month in which the last Payment Date occurred (or, if no Payment Date has occurred, from the Bond Dated Date) to, but not including, such redemption date, if the MBS Delivery Date has not occurred on or prior to the related MBS Delivery Date Deadline, payable with respect to principal first, from money on deposit in the Long Term Bond Proceeds Account of the related Indenture, and with respect to premium, if any, and interest, from money on deposit in the Long Term Bond Revenue Account of the related Indenture.

Mandatory Redemption on the MBS Delivery Date. Each series of Long Term Bonds is subject to mandatory redemption in part on the related MBS Delivery Date at a Redemption Price equal to 100% of the principal amount of the Long Term Bonds to be redeemed, plus interest accrued but unpaid from the first day of the month in which the last

applicable Payment Date occurred prior to, but not including, the related MBS Delivery Date, in an amount equal to the difference between (i) the principal amount of the applicable MBS purchased on the related MBS Delivery Date and (ii) the aggregate principal amount of the applicable Long Term Bonds Outstanding as of the first day of the month in which the related MBS Delivery Date occurred, payable with respect to principal first, from money on deposit in the Long Term Bond Account of the Long Term Bond Proceeds Account of the related Indenture, and with respect to interest and premium, if any, from money on deposit in the Long Term Bond Revenue Account of the related Indenture and other related Eligible Funds.

Mandatory Redemption Following the MBS Delivery Date. Following an MBS Delivery Date, the related series of Long Term Bonds is subject to mandatory redemption in whole or in part one Business Day after the date on which a principal payment or prepayment is received pursuant to the related MBS, at a Redemption Price equal to 100% of the principal amount, plus interest and premium, if any, received pursuant to such MBS.

Mandatory Redemption in Lieu of Exchange. Each series of Long Term Bonds is subject to mandatory redemption in whole or in part in the event the Administration elects, as described under “Optional Exchange of Long Term Bonds for MBS” below, to redeem a Beneficial Owner's Long Term Bonds for an amount equal to the Cash Value in lieu of delivering to the Beneficial Owner of the related Long Term Bonds its proportional interest in the MBS based upon its proportional interest in the Long Term Bonds. Any such redemption shall be made in the amounts, from the sources and in accordance with the provisions of the applicable Indenture and the applicable procedures of DTC or any Substitute Depository. See “Optional Exchange of Long Term Bonds for MBS” below.

Notwithstanding anything to the contrary in the Indentures, the Long Term Bonds are not subject to optional redemption but are subject to mandatory redemption prior to maturity, as described above under “DESCRIPTION OF THE BONDS – The Long Term Bonds – Mandatory Redemption Following the MBS Delivery Date,” in connection with a prepayment of the Mortgage Loan. See the Prepayment Premium Term and Prepayment Premium End Date for each Mortgage Loan in the Term Sheets set forth in APPENDIX H — “THE PRIVATE PARTICIPANTS, THE PROJECTS AND THE TERM SHEETS” hereto.

Notice of Redemption

The Trustee shall provide notice of redemption of the applicable Long Term Bonds, as and when required, as described in APPENDIX C — “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Notice of Redemption” hereto. Notwithstanding anything to the contrary in the Indentures, no prior notice shall be a prerequisite to the effectiveness of any redemption described in the above paragraphs, which redemptions shall occur and be effective irrespective of whether the Trustee fulfills its obligation to provide the notice required by such Indenture with respect to the redemptions described above.

Optional Exchange of Long Term Bonds for MBS

Following delivery of an MBS to the Trustee, a Beneficial Owner of Long Term Bonds, after providing evidence sufficient for the Trustee to confirm that such person holds a beneficial interest in the Long Term Bonds (including, but not limited to, such evidence as shall be contemplated by the procedures of DTC or a Substitute Depository), may file with the Trustee a written request, in the form attached as an exhibit to the applicable Indenture or such other form as may be approved by the Trustee (the “**Request Notice**”), to exchange Long Term Bonds for a like principal amount of the related MBS, provided, that (i) the related MBS will be, when delivered, in a face amount equal to \$1,000 or any integral multiple of \$1.00 in excess thereof, and (ii) the related Project is complete and placed in service by the applicable Borrower as evidenced by a certificate of occupancy for the related Project delivered by the applicable Borrower to the Trustee accompanied by a letter from an Authorized Representative of such Borrower confirming that the related Project is placed in service for purposes of Section 42 of the Code. The Request Notice must be delivered to the Trustee at least five (5) Business Days prior to the Exchange Date (as defined in the Request Notice).

Upon receipt of a Request Notice, the Trustee shall within one (1) Business Day provide a copy to the Administration and the Lender. After receipt of a Request Notice, the Administration shall then have the option, in its sole discretion, to provide written direction to the Trustee to either (i) deliver to the Beneficial Owner of the Long Term Bond its proportionate interest in the related MBS based upon such Beneficial Owner's proportionate interest in the Long Term Bond or (ii) redeem the Beneficial Owner's Long Term Bond for an amount equal to the Cash Value (as defined below) as of the Exchange Date. The Administration shall notify the Trustee within five (5) Business Days of being notified by the Trustee of the Request Notice of its decision to deliver the proportional interest in the related MBS in exchange for the Long Term Bonds or to redeem the Long Term Bonds at the redemption price equal to the

Cash Value, and immediately upon receiving the Administration's decision, the Trustee shall notify such Beneficial Owner of the Administration's decision.

In the event that the Administration elects to redeem the Long Term Bonds in lieu of delivering the related MBS, the redemption date will occur on the date specified by the Administration within 30 calendar days after its receipt of the Request Notice. Immediately upon receiving the Administration's direction, the Trustee shall notify such Beneficial Owner of the Administration's direction. Upon receipt of any Long Term Bonds from the requesting Beneficial Owner, the Trustee will promptly cancel the Long Term Bonds being exchanged or redeemed, which will not be reissued.

$$\text{Cash Value} = \text{original face amount of the MBS} \times \text{Monthly Pool Factor} \times (1 + \text{Redemption Premium} + (\text{Initial Offering Premium} \times \text{Monthly Pool Factor}))$$

Where "Monthly Pool Factor" means a ratio published by Fannie Mae for each issuance of certificates on or about the fourth business day of each month.

Where "Redemption Premium" = 5% if the exchange occurs during the first five years from the Closing Date;

= 4% during the sixth year;

= 3% during the seventh year;

= 2% during the eighth year;

= 1% during the ninth year; and

= 0% thereafter

Where "Initial Offering Premium" means the initial offering price of the Bonds minus 100%.

In the event that the Administration elects (or is deemed to have elected) to deliver the Beneficial Owner's proportional interest in the applicable MBS in lieu of redeeming the related Long Term Bonds, the Trustee shall transfer and deliver to such requesting Beneficial Owner the Trustee's beneficial ownership interest in the Beneficial Owner's proportional interest in the MBS (appropriately reduced by a principal payment received by the Beneficial Owner as a result of its being the record owner of the related Long Term Bonds to be exchanged on the applicable Record Date for the next succeeding Payment Date) on the date specified in the Request Notice, or as promptly thereafter as practicable, following (i) delivery to the Trustee (via DTC withdrawal or Deposit/Withdrawal At Custodian ("DWAC")) of the Long Term Bonds (or interest therein) being exchanged and (ii) payment by the requesting owner of the Trustee's exchange fee (\$500 as of the date of the applicable Indenture) with respect to such Long Term Bonds. Such Beneficial Owner's proportional interest in the applicable MBS will be (1) in book-entry form and (2) transferred in accordance with current market practices, including the applicable provisions of SIFMA's *Uniform Practices for the Clearance and Settlement of Mortgage-Backed Securities and Other Related Securities*. The proportional interest in the MBS delivered in such an exchange will not be exchangeable for the related Long Term Bonds. If the Exchange Date is subsequent to a Record Date and prior to a corresponding Payment Date for the such Long Term Bonds, the Trustee shall wire the applicable principal and interest payments on the exchanged Long Term Bonds to the Beneficial Owner using the wire transfer instructions set forth on the Request Notice.

In the event that the Administration elects to redeem Long Term Bonds in lieu of a Bondholder exchange for the related MBS, the Beneficial Owner shall arrange with its securities dealer (and/or DTC participant) to deliver such Long Term Bonds (or interest therein) to the Trustee (via DTC withdrawal or DWAC) on or before such redemption date. Once such delivery has been verified and approved by the Trustee, the Trustee shall transfer a like principal amount of such MBS to or upon the order of the Administration in exchange for an amount of Eligible Funds equal to the Cash Value plus interest accrued but unpaid on such MBS (less any interest to be received by the Beneficial Owner on the next Payment Date if the redemption occurs between the Record Date and such Payment Date) and apply the proceeds of such transfer to the payment of the Redemption Price of such Long Term Bonds on the Payment Date by wiring such amount to the Beneficial Owner at its wire transfer instructions set forth on the Request Notice.

Any exchange or redemption must comply with the procedures of DTC or any Substitute Depository. None of Fannie Mae, the Trustee or the Administration shall have any liability to the Beneficial Owner arising from (i) any exchange or redemption of Long Term Bonds described under this heading "Optional Exchange of Long Term Bonds for MBS" or (ii) any of the costs or expenses thereof. The Trustee may rely on the Administration's calculation of the Cash Value and shall not be required to confirm such calculation.

Interest on such MBS is not excludable from gross income for federal income tax purposes. Bondholders should consult their own tax advisors concerning that and other tax consequences of any exchange of a Bond for such MBS.

SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS

In order to secure the payment of the principal of and interest on each series of Long Term Bonds, the Administration has pledged to the Trust Estate for the respective series of Long Term Bonds, subject to terms and provisions of the applicable Indenture, the following:

- (i) All Eligible Funds from time to time on deposit in the applicable Long Term Bond Revenue Account;
- (ii) The applicable MBS, if issued by Fannie Mae and acquired by the Trustee, and all related MBS Revenues;
- (iii) All right, title and interest of the Administration now owned or hereafter acquired in, to and under the applicable Financing Agreement and the applicable Regulatory Agreement (except Reserved Rights); and;
- (iv) All other funds, accounts and property which by the express provisions of the applicable Indenture is required to be subject to the lien of such Indenture, and any additional property that, from time to time, by delivery or by writing of any kind, may be subjected to the lien of such Indenture and pledged to the holders of the Long Term Bonds, by the Administration or by anyone on its behalf, and the Trustee is authorized by the applicable Indenture to receive the same at any time as additional security under the applicable Indenture; provided, however, that the Trust Estate shall not include amounts on deposit in the applicable Rebate Fund.

Pursuant to the Indentures, the foregoing pledge is made with respect to the applicable series of Long Term Bonds for the equal and proportionate benefit, security and protection of all present and future owners of such Long Term Bonds.

Prior to the delivery of an MBS, the related series of Long Term Bonds will be secured by the deposit with the Trustee of Eligible Funds held under the related Indenture by the Trustee in an aggregate amount equal to the outstanding principal amount of the respective series of Long Term Bonds. The Trustee will use Eligible Funds held under each Indenture along with interest earnings thereon to (i) pay principal, premium, if any, and interest on the related series of Long Term Bonds when due, and (ii) acquire, if and when issued, the respective MBS, upon satisfaction of the conditions set forth in the related Indenture and Lender Commitment and upon satisfaction of the conditions precedent to the issuance of such MBS and compliance with the commitments between Fannie Mae and the Lender.

It is anticipated that if the conditions to the issuance of an MBS are satisfied, such MBS will be available for acquisition by the Trustee on or before the related MBS Delivery Date Deadline, as such date may be extended as provided in the respective Indenture. Following the acquisition of an MBS (if issued) by the Trustee, payments of principal and interest on the related series of Long Term Bonds will be payable from pass-through payments received by the Trustee on such MBS.

If an MBS is not acquired by the Trustee prior to the respective MBS Delivery Date Deadline (as such date may be extended pursuant to the applicable Indenture), the related series of Long Term Bonds will be redeemed from Eligible Funds held under the respective Indenture as set forth in “DESCRIPTION OF THE BONDS — Mandatory Redemption of Bonds — Mandatory Redemption Upon Failure to Purchase the MBS” hereto.

Each series of Long Term Bonds offered by this Official Statement is separate and apart from the other series of Bonds. While the terms of the Long Term Bonds and each Indenture and Financing Agreement related thereto will be substantially identical (except with respect to parties, principal and dollar amounts, percentages, dates and certain other terms), each series of Long Term Bonds will be separately secured by the related MBS, Eligible Funds and the other collateral pledged under the related Indenture. The Long Term Bonds are not

cross-defaulted or cross-collateralized with any other Bonds. Purchasers of a particular Long Term Bond shall have no rights to any revenues, funds or assets of the other Bonds.

THE MORTGAGE LOANS

General

The Indentures respectively authorize the Administration to issue the Long Term Bonds to finance a portion of the cost of the acquisition, rehabilitation and equipping of the related Project through the acquisition of an MBS and to pay certain additional costs related thereto. Each series of Long Term Bonds will be secured initially by the related Long Term Bond Collateral, and then by the related MBS, if issued. Fannie Mae is expected to deliver the MBS to the Trustee on the MBS Delivery Date to be purchased by the Trustee with the Long Term Bond Collateral on deposit under the applicable Indenture. The Lender has undertaken to certify that each MBS has terms consistent with the applicable Term Sheet and meets the requirements set forth in the related Indenture, on which certification the Trustee may rely and act without further investigation. Each Mortgage Loan will be evidenced by a Mortgage Note executed by the applicable Borrower in favor of the Lender and secured by a Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing (the “**Mortgage**”). Each Borrower will be required under the applicable Mortgage Note to make monthly payments sufficient in the aggregate to pay debt service on the related Mortgage Loan.

MBS Payments

Following an MBS Delivery Date, if such date occurs, payments on the related MBS will be made on the 25th day of each month (beginning with the month following the month in which such MBS is issued and delivered to the Trustee), or, if such 25th day is not a Business Day, on the first Business Day next succeeding such 25th day. With respect to such MBS, Fannie Mae will distribute to the Trustee an amount equal to the total of (i) the principal due on the related Mortgage Loan underlying such MBS 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 the related Mortgage Loan which was prepaid in full during the calendar month next preceding the month of such distribution (including as prepaid for this purpose at Fannie Mae's election such 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 the Mortgage Loan under certain other circumstances), (iii) the amount of any partial prepayment of such Mortgage Loan received in the calendar month next preceding the month of distribution, and (iv) one month's interest at the Pass-Through Rate on the principal balance of applicable MBS as reported to the Trustee (assuming the Trustee is the registered holder) in connection with the previous distribution (or, respecting the first distribution, the principal balance of such MBS on its issue date).

For purposes of distribution, each 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 such Mortgage Loan. See also APPENDIX A — “FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM.”

Interest on each MBS is not excludable from gross income for federal income tax purposes. Bondholders should consult their own tax advisors concerning that and other tax consequences of any Exchange.

FANNIE MAE

The MBS, if issued by Fannie Mae and acquired by the Trustee as described herein, will be an obligation of Fannie Mae. **The securities of Fannie Mae, including the MBS, if issued, are not guaranteed by the United States and do not constitute a debt or obligation of the United States or any agency or instrumentality thereof other than Fannie Mae.**

Information on Fannie Mae and its financial condition is contained in periodic reports that are filed with the Securities and Exchange Commission (the “**SEC**”). Fannie Mae's SEC filings are available at the SEC's website at www.sec.gov and are also available on Fannie Mae's web site at <http://www.fanniemae.com> or from Fannie Mae at the Office of Investor Relations at 202-752-7115.

DESCRIPTION OF THE SHORT TERM BONDS

General

The Short Term Bonds will be issued in denominations of \$5,000 or any integral multiple of \$5,000 in excess thereof and shall mature on the maturity dates identified on the front cover of this Official Statement (the “**Short Term Bond Maturity Date**”). The Short Term Bonds will be dated their date of delivery and will bear interest at the respective rate of interest set forth on the front cover of this Official Statement from their date of delivery, to but not including the Short Term Bond Maturity Date, payable on the applicable Interest Payment Date. Interest on the Short Term Bonds shall be computed on the basis of a 360-day year of 12 months of 30 days each.

The principal of and interest on the Short Term Bonds shall be payable by the Trustee to Cede & Co., as nominee of DTC. See “Book-Entry-Only System” below.

Optional Redemption

Optional Redemption Terms. The Short Term Bonds are subject to optional redemption on or after (i) September 1, 2022 with respect to the Series C-2 Bonds, (ii) August 1, 2022 with respect to the Series D-2 Bonds, and (iii) October 1, 2022 with respect to the Series E-2 Bonds, in whole but not in part, by the Administration at the written request of the applicable Borrower, at a redemption price equal to 100% of the principal amount of the Short Term Bonds being redeemed plus accrued interest, but without premium, to the redemption date.

Notice of Optional Redemption

Unless waived by any Holder of Short Term Bonds to be redeemed, notice of optional redemption as described under APPENDIX C — “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Notice of Redemption” herein shall be given by the Trustee on behalf of the Administration, at the written direction of the Administration, upon the written request of the applicable Borrower, by mailing a copy of an official redemption notice by first-class mail, postage prepaid, to the Holder of the Short Term Bond to be redeemed, at the address of such Holder shown on the Register at the opening of business on the fifth day prior to such mailing, at least 20 days prior to the date fixed for redemption.

SECURITY AND SOURCES OF PAYMENT FOR THE SHORT TERM BONDS

Pursuant to each Indenture, the Short Term Bonds will be separately secured at all times by Eligible Investments and Eligible Funds sufficient, without need for reinvestment, to pay all of the interest on the applicable Short Term Bonds when due and to pay the principal of the Short Term Bonds at maturity or upon redemption, or acceleration, as further described herein.

In order to secure the payment of the principal of and interest on each series of Short Term Bonds, the Administration has pledged to the Trust Estate for the respective series of Short Term Bonds, subject to terms and provisions of the applicable Indenture, the following:

- (i) All Eligible Funds from time to time on deposit in the applicable Short Term Bond Revenue Account, the Collateral Fund and the Short Term Bond Proceeds Account;
- (ii) All right, title and interest of the Administration now owned or hereafter acquired in, to and under the applicable Financing Agreement and the applicable Regulatory Agreement (except Reserved Rights); and;
- (iii) All other funds, accounts and property which by the express provisions of the applicable Indenture is required to be subject to the lien of such Indenture, and any additional property that, from time to time, by delivery or by writing of any kind, may be subjected to the lien of such Indenture and pledged to the holders of the Short Term Bonds, by the Administration or by anyone on its behalf, and the Trustee is authorized by the applicable Indenture to receive the same at any time as additional security under the applicable Indenture; provided, however, that the Trust Estate shall not include amounts on deposit in the applicable Rebate Fund.

Pursuant to the Indentures, the foregoing pledge is made with respect to the applicable series of Short Term Bonds for the equal and proportionate benefit, security and protection of all present and future owners of such Short Term Bonds.

Each series of Short Term Bonds offered by this Official Statement is separate and apart from the other series of Bonds. While the terms of the Short Term Bonds and the Indenture and Financing Agreement related thereto will be substantially identical (except with respect to parties, principal and dollar amounts, percentages, dates and certain other terms), each series of Short Term Bonds will be separately secured by the related Eligible Funds and the other collateral pledged under the related Indenture. The Short Term Bonds are not cross-defaulted or cross-collateralized with other Bonds. Purchasers of a particular Short Term Bond shall have no rights to any revenues, funds or assets of the other Bonds.

PRIVATE PARTICIPANTS AND THE PROJECTS

Specific information concerning the private participants, the Projects and sources of financing therefor, and additional information is contained in APPENDIX H hereto. The Borrowers have no substantial assets other than the applicable Projects and do not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of the applicable Project. However, the members of the Tax Credit Investors, and their respective affiliates are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners or otherwise, and devote substantial time to, business and activities that may be inconsistent or competitive with the interests of the applicable Project.

Specific information concerning the private participants, the Projects and sources of financing therefor, and additional information is contained in APPENDIX H hereto. The Borrowers have no substantial assets other than the applicable Projects and do not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of the applicable Project. However, the member(s) of the general partner of the sole member of the Borrowers, the Tax Credit Investors, and their respective affiliates, are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners or otherwise, and devote substantial time to, business and activities that may be inconsistent or competitive with the interests of the applicable Project.

CERTAIN BONDHOLDERS' RISKS

The purchase of the Bonds will involve a number of risks. The following is a summary, which does not purport to be comprehensive or definitive, of some of such risk factors.

Limited Security; Investment of Funds

The Bond Issues are separate, special limited obligations of the Administration payable solely from the respective Trust Estate, which includes certain funds pledged to and held by the Trustee pursuant to the applicable Indenture.

Long Term Bonds

The Long Term Bonds are offered solely on the basis of the amounts pledged to and held by the Trustee under each of the Indentures, together with investment earnings thereon, and each MBS, and are not offered on the basis of the credit of the Borrowers, the feasibility of the Projects or any other security. As a consequence, limited information about the Projects and no information about the financial condition or results of operations of the Borrowers is included in this Official Statement. The Long Term Bonds are offered only to investors who, in making their investment decision, rely solely on the amounts held under the Indentures, respectively, together with investment earnings thereon, and not on the credit of the Borrowers, the feasibility of the Projects or any other security.

The principal of and interest on the Long Term Bonds are payable, respectively, from and secured by certain revenues and funds pledged thereto under the applicable Indenture, and, following the MBS Delivery Date, the Long Term Bonds are payable from and secured by payments on the related MBS.

Short Term Bonds

The Short Term Bonds are not mortgage-secured. Investors should look exclusively to amounts on deposit in the Short Term Bond Proceeds Account, the Short Term Bond Revenue Account and Collateral Fund under the

applicable Indenture and investment earnings on each as the source of payment of debt service on the Short Term Bonds.

On the date of delivery of the Short Term Bonds, the Short Term Bond Proceeds will be deposited into the applicable Short Term Bond Proceeds Account, and upon the disbursement of Short Term Bond proceeds to a Borrower, a corresponding amount of Eligible Funds must be deposited to the applicable Collateral Fund. The Trustee is required to invest amounts held in such Short Term Bond Proceeds Account, the Collateral Fund and the Revenue Fund in Eligible Investments, as defined in each Indenture. See APPENDIX B — “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE — Investment of Funds.” Failure to receive a return of the amounts so invested could affect the ability to pay the principal of and interest on the Bonds.

No Acceleration or Early Redemption upon Loss of Tax Exemption on the Bonds

Each Borrower will enter into a Declaration of Restrictive Covenants and Regulatory Agreement (the “**Regulatory Agreement**”) with the Administration and will covenant and agree to comply with the provisions of the Code relating to the exclusion from gross income for federal income tax purposes of the interest payable on the Bonds. In particular, each Borrower will be required to rent at least forty percent (40%) of the related Project apartment units to certain qualified tenants whose income does not exceed sixty percent (60%) of the area median income where such Project is located. The Borrowers’ respective failures to comply with such provisions will not constitute a default under the related Bonds and will not give rise to a redemption or acceleration of such Bonds and is not the basis for an increase in the rate of interest payable on such Bonds. Furthermore, each Borrower’s respective failure to comply with the Regulatory Agreement will not give rise to a prepayment or acceleration of amounts due under the related MBS or the related Mortgage, unless directed by Fannie Mae in its sole discretion. Consequently, interest on the related Bonds may become includable in gross income for purposes of federal income taxation retroactive to the date of issuance of the Bonds by reason of a Borrower’s failure to comply with the requirements of federal tax law. In such event, a Bondholder could exercise its option to exchange its Bond for the related MBS as described above under the heading “Optional Exchange of Bonds for MBS,” but will have lost the value of the tax exemption.

Payments Prior to MBS Delivery Date

Prior to the MBS Delivery Date, payments of principal and interest on the Bonds, and the Borrowers’ obligations with respect to principal and interest on the Long Term Bonds, will be primarily secured by and payable from Long Term Bond proceeds held in the Long Term Bond Proceeds Account and moneys deposited into the Long Term Bond Revenue Account. It is not expected, prior to the MBS Delivery Date, that any revenues from the Project or other amounts, except moneys on deposit in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account, will be available to satisfy that obligation. Prior to the MBS Delivery Date, it is expected that moneys on deposit in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account, and the interest earnings thereon, will be sufficient to pay the debt service on the Long Term Bonds.

Mandatory Redemption of Long Term Bonds Prior to Maturity

Pursuant to the applicable Indenture, under certain circumstances, the Long Term Bonds may be subject to mandatory redemption prior to maturity. See “DESCRIPTION OF THE LONG TERM BONDS — Mandatory Redemption of Long Term Bonds” herein and APPENDIX C hereto.

Eligible Investments

Proceeds of the Short Term Bonds, and prior to the MBS Delivery Date, proceeds of the Long Term Bonds, deposited into the Bond Proceeds Fund are required to be invested in Eligible Investments. See APPENDIX B — “DEFINITIONS OF CERTAIN TERMS” hereto for the definition of Eligible Investments. There can be no assurance that there will not be a loss resulting from any investment held for the credit of the Bond Proceeds Fund, and any failure to receive a return of the amounts so invested could affect the ability to pay the principal of and interest on the Bonds.

Long Term Bond Ratings

Prior to the MBS Delivery Date, the ratings on the Long Term Bonds are based on the investment in Eligible Investments of amounts on deposit in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account. If one or more of such investments fail to meet the rating standards for Eligible Investments after their acquisition and prior to maturity, such a change may result in a downgrade or withdrawal of the rating on the Long Term Bonds. Following the MBS Delivery Date, the rating on the Long Term Bonds is based on the credit rating of

Fannie Mae. If any event occurs that causes an adverse change to the credit rating of Fannie Mae, such a change may result in a downgrade or withdrawal of the rating on the Long Term Bonds.

Short Term Bond Ratings Based on Eligible Investments

The ratings on the Short Term Bonds are based on the amounts in the applicable Short Term Bond Proceeds Account, the Short Term Bond Revenue Account and the Collateral Fund being invested in Eligible Investments. If one or more of such investments fails to meet the rating standards for Eligible Investments after their acquisition and prior to maturity, such a change may result in a downgrade or withdrawal of the rating on the Short Term Bonds.

Repayment of Mortgage Loan

The ability of the Borrowers to pay their respective Mortgage Loan is dependent on the revenues derived from the related Project. Due to the inherent uncertainty of future events and conditions, no assurance can be given that revenues generated by each Project will be sufficient to pay expenses of each Project, including, without limitation, debt service on the Mortgage Loan, operating expenses, servicing fees, fees due to Fannie Mae, Trustee fees, and fees owed to the Administration. The ability of each Project to generate sufficient revenues may be affected by a variety of factors including, but not limited to, completion of the rehabilitation of such Project, the maintenance of a sufficient level of occupancy, the ability to achieve increases in rents, the level of operating expenses, project management, adverse changes in applicable laws and regulations, general economic conditions and other factors in the surrounding market area for each Project. The Borrowers intend to rent all of the units in the applicable Project to persons or families of moderate and low income, and the amount of rent that may be charged for such units may be materially less than market rates. In addition to these factors, other adverse events may occur from time to time which may have a negative impact on the occupancy level and rental income of each Project.

Failure of the Borrowers to make payments when due under the related Mortgage Loan will result in an event of default under the Mortgage Loan and the Financing Agreement and may result in a mandatory prepayment of all or a portion of the Long Term Bonds. The Mortgage Loan will not be accelerated unless directed by Fannie Mae in its sole discretion; provided however, the Long Term Bonds will remain outstanding and will remain secured by the MBS guaranteed as to timely payment of principal and interest by Fannie Mae. See "SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS" herein. If Fannie Mae accelerates the Mortgage Loan as a result of any event of default under the Mortgage Loan, the Mortgage Loan will be paid in full, and the stated principal balance of the MBS will be passed through to the holder of the MBS. In this case, no yield maintenance or other prepayment premiums will be payable to the Trustee as holder of the MBS.

Each Mortgage Loan is a non-recourse obligation of the related Borrower with respect to which neither the Borrower nor its partners have personal liability and as to which the Borrower and its partners have not pledged for the benefit of the Lender any of their respective assets, other than the related Project and its rents, profits and proceeds.

Long Term Bonds Are Pass-Through Securities; Interest Payment Lag

As described elsewhere herein, following the MBS Delivery Date, the Long Term Bonds are pass-through securities designed to pass through to registered owners of the Long Term Bonds principal and interest payments on the MBS one Business Day after receipt by the Trustee of such payments on the MBS. Interest payments on the Long Term Bonds will equal interest accrued on the Long Term Bonds during the prior calendar month and shall be made from interest payments received by the Trustee on the MBS, which payments on the MBS shall be received on the 25th day of each month, or the next Business Day if the 25th is not a Business Day.

Although interest accrues on each MBS during a calendar month, the Trustee will not receive such payment on such MBS until the 25th day in the following calendar month, or the next succeeding Business Day if such day is not a Business Day. In addition, the Long Term Bonds mature on the Bond Maturity Date; however, the final principal payment on the related MBS will occur on the 25th day of the month in which the Bond Maturity Date occurs (or the succeeding Business Day if such day is not a Business Day), and such payment will be passed through to Bondholders on the following Business Day after receipt by the Trustee. Because of these delays, the effective yield on the Long Term Bonds will be lower than the Pass-Through Rate on such MBS and the stated interest rate on the related Long Term Bonds.

Pass-Through Certificate

If the MBS is issued by Fannie Mae and acquired by the Trustee as collateral for the Long Term Bonds, Fannie Mae's obligations will be solely as provided in the MBS and in the Fannie Mae MBS Prospectus and the related form

of Prospectus Supplement for MBS Certificate. The obligations of Fannie Mae under the MBS will be obligations solely of Fannie Mae, a federally chartered corporation, and will not be backed by the full faith and credit of the United States of America. The Long Term Bonds are not and will not be a debt of the United States of America or any other agency or instrumentality of the United States of America or of Fannie Mae. The Long Term Bonds are not and will not be guaranteed by the full faith and credit of Fannie Mae or the United States of America.

It is possible, in the event of the insolvency of Fannie Mae, or the occurrence of some other event precluding Fannie Mae from honoring its obligations to make payments as stated in the MBS, if issued, that the financial resources of the Borrowers will be the only source of payment on the Long Term Bonds. There can be no assurance that the financial resources of the Borrowers will be sufficient to pay the principal of, premium if any, and interest on the Long Term Bonds in the event the Trustee is forced to seek recourse against the Borrowers. See “SECURITY AND SOURCES OF PAYMENT FOR THE LONG TERM BONDS” herein.

Performance of the Project and Estimated Rental Revenue

The economic feasibility of a Project depends in large part upon the Projects maintaining substantial occupancy throughout the term of the Bonds at rents sufficient to cover all operating expenses of the Project and debt service on the related Mortgage Loan. Although representatives of the Borrowers believe, based on surveys of the area where the applicable Project is located, that a substantial number of persons currently need housing facilities such as the Project, occupancy of a Project may be affected by competition from existing housing facilities or from housing facilities which may be constructed in the area served by such Project. While the Borrowers believe the Projects are needed, there may be difficulties in keeping the Projects substantially occupied. Furthermore, no assurance can be given that the low-income tenants are able to afford the rental rates of the Projects, notwithstanding the below-market rental rates. Restrictions imposed under the Code on tenant income and the rent that can be charged could have an adverse effect on the Borrowers’ ability to satisfy their obligations under the Financing Agreements, especially if operating expenses should increase beyond what was anticipated.

Limited Liability of Administration

Notwithstanding anything in the Indentures or in the Bonds, the Administration shall not be required to advance any money derived from any source other than the Trust Estate, consisting of Eligible Funds, MBS Revenues and other assets pledged under the applicable Indenture for any of the purposes of such Indenture.

No agreements or provisions contained in the Indentures, nor any agreement, covenant or undertaking by the Administration contained in any document executed by the Administration in connection with the Projects or the issuance, sale and delivery of the Bonds shall give rise to any pecuniary liability of the Administration or a charge against its general credit, or shall obligate the Administration financially in any way except from the respective application of the Trust Estate, consisting of Eligible Funds, MBS Revenues and other proceeds pledged to the payment of the Bonds and the proceeds of the Bonds. No failure of the Administration to comply with any term, condition, covenant or agreement in the Indentures or in any document executed by the Administration in connection with the Projects or the issuance, sale and delivery of the Bonds shall subject the Administration to liability for any claim for damages, costs or other financial and pecuniary charge except to the extent that the same can be paid or recovered under the Financing Agreements or from the Trust Estate, consisting of Eligible Funds, MBS Revenues and other assets pledged to the payment of the Bonds or the proceeds of the Bonds. THE ADMINISTRATION HAS NO TAXING POWER.

Secondary Markets and Prices

No representation is made concerning the existence of any secondary market for the Bonds. The Underwriters will not be obligated to repurchase any of the Bonds, nor can any assurance be given that any secondary market will develop following the completion of the offering of the Bonds. Further, there can be no assurance that the initial offering prices for the Bonds will continue for any period of time. Furthermore, the Bonds should be purchased for their projected returns only and not for any resale potential, which may or may not exist.

Future Legislation; IRS Examination

The Projects, their operation and the treatment of interest on the Bonds are subject to various laws, rules and regulations adopted by the local, State and federal governments and their agencies. There can be no assurance that relevant local, State or federal laws, rules and regulations will not be amended or modified or interpreted in the future in a manner that could adversely affect the Bonds, the Trust Estate created under the Indentures, the Projects, or the financial condition of the Borrowers or ability of the Borrowers to comply with their obligations under the various transaction documents.

In recent years, the Internal Revenue Service (the “**IRS**”) has increased the frequency and scope of its examination and other enforcement activity regarding tax exempt bonds. Currently, the primary penalty available to the IRS under the Code is a determination that interest on bonds is subject to federal income taxation. Such event could occur for a variety of reasons, including, without limitation, failure to comply with certain requirements imposed by the Code relating to investment restrictions, periodic payments of arbitrage profits to the United States of America, the timely and proper use of Bond proceeds and the facilities financed therewith and certain other matters. See “**TAX MATTERS**” herein. No assurance can be given that the IRS will not examine the Administration, the Borrowers, the Projects or the Bonds. If the Bonds are examined, it may have an adverse impact on their price and marketability.

Potential Impact of Pandemics

The spread of the strain of coronavirus commonly known as “**COVID-19**” is altering the behavior of businesses and people in a manner that is having negative effects on global, state and local economies. There can be no assurances that the spread of a pandemic, including **COVID-19**, will not materially impact both local and national economies and, accordingly, have a materially adverse impact on the Project's operating and financial viability. This could include, among other things, the length of time necessary to complete the construction and/or rehabilitation of the Projects, suspension or delay of site inspections and other on-site meetings, the engagement of material participants in the Projects, the length of time necessary to conduct lease-up at the Projects, and increased delinquencies and/or vacancies, all of which could impact the Borrowers' respective ability to cover scheduled debt service payments on the Mortgage Loans and result in an acceleration thereof and a corresponding redemption of the Bonds. See “**DESCRIPTION OF THE BONDS — Mandatory Redemption of Bonds**” herein.

Legislative Response to COVID-19

Federal, state and local bodies are contemplating and enacting legislative actions, regulations and/or other administrative directives and guidance to mitigate the impacts of **COVID-19** (the “**Pandemic**”) on the general population and the economy. On March 12, 2020, the President of the United States declared a national emergency, and since that time, the United States Congress has approved several **COVID-19** related bills, including the Coronavirus Aid, Relief, and Economic Security Act (the “**CARES Act**”), signed into law on March 27, 2020, the Consolidated Appropriations Act, 2021, enacted by the United States Congress on December 21, 2020, and signed into law December 27, 2020 (the “**COVID Relief Act**”) and the American Rescue Plan Act of 2021, signed into law on March 11, 2021.

With respect to multifamily/affordable housing mortgage loans that are (a) insured, guaranteed, supplemented or assisted in any way by the federal government (including any program of the United States Department of Housing and Urban Development or related program) or administered by any federal agency or (b) purchased or securitized by the Federal Home Loan Mortgage Corporation (“**Freddie Mac**”) or Fannie Mae (collectively, “**Federal Multifamily Loans**”), the **CARES Act** also provides that, if such Federal Multifamily Loan was current as of February 1, 2020 and is not for temporary financing (i.e., not a construction loan), then until the earlier of the termination of the Pandemic or December 31, 2020, the borrower may request a 30-day payment forbearance, and up to two additional 30-day forbearances. During the period of any such forbearance, the borrower may not evict any tenant solely for nonpayment of rent. Such relief follows actions previously taken by the Federal Housing Finance Agency (“**FHFA**”), which announced that Fannie Mae and Freddie Mac would offer mortgage loan forbearance to multifamily property owners on the condition that they suspend all evictions for renters who cannot pay their rent because of **COVID-19**. The expiration of such provisions has been subsequently extended by **FHFA** through December 31, 2021.

Limitation of Remedies

Remedies available under each Indenture, Financing Agreement and Regulatory Agreement are limited in certain respects. See “**ENFORCEABILITY OF REMEDIES**” herein.

The Administration’s Sustainability Criteria May Not Align with Investor Criteria

Although the Administration has determined that the Bonds qualify as Sustainability Bonds, based upon the Administration’s sustainability criteria, there can be no assurance that such qualification will satisfy the investment criteria or guidelines applicable to any particular investor or its investments, including with regard to social, green, sustainability or similar impacts, requirements or criteria.

Investors should bear in mind that there currently is no widely accepted legal, regulatory or other definition to be applied in determining what qualifies as a “social,” “green,” “sustainable” or similarly-labeled project or investment, and no market consensus on the precise attributes required for any such determination. Accordingly, there

can be no assurance that the Bonds or the underlying respective MBS will meet or satisfy investor expectations, requirements or objectives for “social,” “green,” “sustainable” or similar projects or investments, or that adverse environmental, social or other impacts will not arise in connection with each Mortgage Loan. The foregoing considerations may adversely affect the market value or liquidity of the Bonds.

Summary

The foregoing is intended only as a summary of certain risk factors attendant to an investment in the Bonds. In order for potential investors to identify risk factors and make an informed investment decision, potential investors should be thoroughly familiar with this entire Official Statement and the Appendices hereto.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, under existing laws, regulations, rulings and court decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants described herein, interest on the Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, except that no opinion is expressed as to such exclusion of interest on any Bond for any period during which the Bond is held by a person who is a “substantial user” of the facilities financed with the proceeds of the Bonds or a “related person” within the meaning of Section 147(a) of the Code. Bond Counsel is further of the opinion that interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax.

In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Administration and the Borrowers in connection with the Bonds, and Bond Counsel has assumed compliance by the Administration and the Borrowers with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code.

In addition, in the opinion of Bond Counsel, under existing statutes, the Bonds, their transfer, the interest payable thereon, and any income derived therefrom, including any profit realized on the sale or exchange thereof, is exempt from taxation of every kind and nature whatsoever by the State of Maryland, except that no opinion is expressed with respect to any exemption from Maryland estate or inheritance taxes.

Bond Counsel expresses no opinion regarding any other Federal or state tax consequences with respect to the Bonds, and renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Bonds, or under state and local tax law.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Bonds in order that interest on the Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal Government. Noncompliance with such requirements may cause interest on the Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Administration has covenanted in the Indenture that it shall do and perform all acts necessary or desirable to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code. The Administration will deliver a tax certificate concurrently with the issuance of the Bonds which will contain provisions relating to compliance with the requirements of the Code. The Administration also has required or will require the Borrowers to make certain covenants in the Bond and Loan transaction documents relating to compliance with the requirements of the Code. No assurance can be given, however, that in the event of a breach of any such covenant, the remedies available to the Administration or the owners of the Bonds can be enforced judicially in a manner to assure compliance

with the Code and therefore to prevent the loss of the exclusion from gross income of the interest on the Bonds for Federal income tax purposes.

Low-Income Set-Aside Requirements under the Code

The Bonds are subject to the low-income set-aside and other requirements for qualified residential rental projects under the Code which are described briefly under this subheading. The Code requires that at least 95 percent of the net proceeds of exempt facility bonds under Section 142(a)(7) (after reduction for amounts applied to fund a reasonably required reserve fund) be used to provide “qualified residential rental projects.” The Code defines a residential rental project as a project containing units with separate and complete facilities for living, sleeping, eating, cooking and sanitation that are available to the general public and are to be used on other than a transient basis.

Section 142(d) of the Code requires that during the qualified project period (i) at least 20% of the completed units in a project be continuously occupied by individuals and families whose annual adjusted income does not exceed 50% of the area median income (with adjustments for family size), or (ii) at least 40% of the completed units in a project be continuously occupied by individuals and families whose annual adjusted income does not exceed 60% of the area median income (with adjustments for family size). The Administration elects one of the low-income set-aside requirements for each project prior to the issuance of bonds under Section 142(d)(7). In addition, all of the units in any project must be rented or available for rental on a continuous basis throughout the applicable qualified project period. The “qualified project period” begins on the first day upon which 10% of the units in a project are occupied and ends on the latest of (i) the date that is 15 years after the date upon which 50% of the residential units in such project are occupied, (ii) the first day on which no tax exempt private activity bond issued with respect to the project is outstanding, or (iii) the date upon which any assistance provided with respect to the project under Section 8 of the United States Housing Act of 1937, as amended, terminates.

A project generally will meet the continuing low-income set aside requirement so long as a tenant’s income does not increase to more than 140% of the applicable income limitation. Generally, upon an increase of a tenant’s income over 140% of the applicable income limitation, the next available unit of comparable or smaller size in the applicable project must be rented to a tenant whose income does not exceed the applicable income limitation; provided however, that if tax credits under Section 42 of the Code are awarded to the applicable project, the next available unit of comparable or smaller size in the same building as the tenant whose income has increased over 140% of the applicable income limitation must be rented to a tenant whose income does not exceed the applicable income limitation. The Code requires annual certifications to be made to the Secretary of the Treasury regarding compliance with the applicable income limitations.

Other Set-Aside Requirements

In addition to the above-described set-aside requirements, the Project also may be subject to the income, occupancy and other like restrictions of other participants to the financing.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral Federal income tax matters with respect to the Bonds. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the Bonds.

Prospective owners of the Bonds should be aware that the ownership of such obligations may result in collateral Federal income tax consequences to various categories of persons, such as corporations (including S Corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security or railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for Federal income tax purposes. The extent of these collateral tax consequences will depend upon such owner’s particular tax status and other items of income or deduction, and Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Bonds should consult their tax advisors as to the tax consequences of purchasing or owning the Bonds. Interest on the Bonds may be taken

into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by the Code.

Original Issue Discount

“Original issue discount” (“**OID**”) is the excess of the sum of all amounts payable at the stated maturity of a Bond (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, OID on a Bond having OID (a “**Discount Bond**”) accrues under a constant yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Bond. An owner’s adjusted basis in a Discount Bond is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such Bond. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Bond even though there will not be a corresponding cash payment.

Generally, such OID is amortized over the term of any such Discount Bonds, and such amortized amount is treated as tax-exempt interest. Owners of Discount Bonds should consult their own tax advisors with respect to the treatment of original issue discount for Federal income tax purposes, including various special rules relating thereto, and the state and local tax consequences of acquiring, holding, and disposing of Discount Bonds.

Bond Premium

In general, if an owner acquires a Bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the Bond after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that Bond (a “**Premium Bond**”). An owner of a Premium Bond must amortize any premium over such Premium Bond’s term using constant yield principles, based on the owner’s yield to maturity (or, in the case of Premium Bonds callable prior to their maturity, generally by amortizing the premium to the call date, based on the owner’s yield to the call date and giving effect to any call premium). As premium is amortized, the amount of the amortization offsets a corresponding amount of interest for the period, and the owner’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 owner’s basis may be reduced, no federal income tax deduction is allowed. Owners of the Premium Bonds should consult their tax advisors with respect to the determination and treatment of premium for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, “Request for Taxpayer Identification Number and Certification,” unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to “backup withholding,” which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a “payor” generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner’s Federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous

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 under this heading “TAX MATTERS” or adversely affect the market value of the 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 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 Bonds or the market value thereof would be impacted thereby. Purchasers of the Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based on existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the 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.

NO LITIGATION

The Administration

There is no pending litigation of any nature restraining or enjoining or seeking to restrain or enjoin the issuance, sale and delivery of any of the Bonds or in any way contesting or affecting the validity of any of the Bonds, the Indentures or other proceedings of the Secretary taken with respect to the authorization, issuance, sale and delivery of any of the Bonds, or the pledge or application of any moneys under the Indenture, or the existence or powers of the Administration.

The Borrowers

There is no legal action, suit, proceeding, investigation or inquiry at law or in equity, before or by any court, agency, arbitrator, public board or body or other entity or person, pending or, to the best knowledge of the Borrowers, threatened against or affecting the Borrowers or any partner of the Borrowers, in their respective capacities as such, nor, to the knowledge of the Borrowers, any basis therefor, (i) which would restrain or enjoin the issuance or delivery of the Bonds, the use of the Official Statement in the marketing of the Bonds or the collection of revenues pledged under or pursuant to the Indenture or (ii) which would in any way contest or affect the organization or existence of the Borrowers or the entitlement of any officer of the Borrowers to its position or (iii) which would contest or have a material and adverse effect upon (A) the due performance by the Borrowers of the transactions contemplated by the Official Statement, (B) the validity or enforceability of the Bonds or any other agreement or instrument to which the Borrowers is a party and that is used or contemplated for use in the consummation of the transactions contemplated hereby and thereby, (C) the exclusion from gross income for federal income tax purposes of the interest on the Bonds or (D) the financial condition or operations of the Borrowers, (iv) which contests in any way the completeness or accuracy of the Official Statement or (v) which questions the power or authority of the Borrowers to carry out the transactions on its part contemplated by the Official Statement, or the power of the Borrowers to own or operate the Projects. The Borrowers is not subject to any judgment, decree or order entered in any lawsuit or proceeding brought against it that would have such an effect.

CERTAIN LEGAL MATTERS

The validity of the Bonds and certain other legal matters are subject to an approving opinion of Kutak Rock LLP, Washington, D.C., Bond Counsel to the Administration. Complete copies of the proposed forms of Bond Counsel opinion to be delivered in connection with each series of Bonds is contained in APPENDIX I hereto. Certain legal matters will be passed upon for the Administration by an Assistant Attorney General of the State of Maryland as Counsel to the Department. Certain legal matters will be passed upon for the Borrowers by Gallagher, Evelius & Jones LLP, and for the Underwriters by Tiber Hudson LLC, Washington, D.C.

Payment of the fees of certain counsel to the transaction is contingent upon the issuance and delivery of the Bonds as described herein.

UNDERWRITING

Wells Fargo Bank, National Association (the “**Representative**”), as representative of itself and Jefferies LLC (together, the “**Underwriters**”), each a “participating underwriter” as defined in 15c2-12 and an “underwriter” as defined in Section 2(a)(11) of the Securities Act of 1933, as amended, has entered into a bond purchase agreement with each Borrower and the Administration (the “**Bond Purchase Agreement**”) to purchase all of the applicable Bonds, if any of the Bonds are to be purchased, at a price equal to the principal amount thereof. The Bond Purchase Agreement provides that, as compensation for their services, the Underwriters will receive the aggregate amount of \$180,577.75 (inclusive of their fees and expenses related to the issuance of the Bonds) from the Borrowers. The Underwriters’ fees shall not include the fee of the Underwriters’ counsel. The obligation of the Underwriters to pay for the Bonds is subject to certain terms and conditions set forth in the related Bond Purchase Agreement. The Borrowers have agreed, respectively, to indemnify the Underwriters and the Administration as to certain matters in connection with the applicable Bond Issue.

The Underwriters may offer and sell any of the Bonds to certain dealers (including dealers depositing such Bonds into investment trusts) and certain dealer banks and banks acting as agents at prices lower than the public offering prices stated on the inside cover page hereof.

Wells Fargo Securities is the trade name for certain securities-related capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, NA Municipal Finance Group, a separately identifiable department of Wells Fargo Bank, National Association, registered with the Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

Wells Fargo Bank, National Association, acting through its Municipal Finance Group (“**WFBNA**”), one of the underwriters of the Bonds, has entered into an agreement (the “**WFA Distribution Agreement**”) with its affiliate, Wells Fargo Clearing Services, LLC (which uses the trade name “Wells Fargo Advisors”) (“**WFA**”), for the distribution of certain municipal securities offerings, including the Bonds. Pursuant to the WFA Distribution Agreement, WFBNA will share a portion of its underwriting or remarketing agent compensation, as applicable, with respect to the Bonds with WFA. WFBNA has also entered into an agreement (the “**WFSLLC Distribution Agreement**”) with its affiliate Wells Fargo Securities, LLC (“**WFSLLC**”), for the distribution of municipal securities offerings, including the Bonds. Pursuant to the WFSLLC Distribution Agreement, WFBNA pays a portion of WFSLLC’s expenses based on its municipal securities transactions. WFBNA, WFSLLC, and WFA are each wholly-owned subsidiaries of Wells Fargo & Company.

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

The Underwriters have provided the following information for inclusion in this Official Statement: The Underwriters and their affiliates are full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, municipal advisory, investment management, principal investment, hedging, financing and brokerage activities. The Underwriters and their affiliates may have, from time to time, performed and may in the future perform, such services for the Administration or the Borrowers for which they received or will receive customary fees and expenses. In the ordinary course of their various business activities, the Underwriters and their 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, interest rate swaps and/or credit default swaps) for their own account and for the accounts of its customers and may at any time hold long and short positions in such securities and instruments. The Underwriters do not make a market in credit default swaps with respect to municipal securities at this time but may do so in the future. Such investment securities activities may involve securities and instruments of the Administration, including the Bonds, or the Borrowers.

The Underwriters and their affiliates may also communicate independent investment recommendations, market color or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and may at any time hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

RATINGS

Moody's Investors Service, Inc. (the “**Rating Agency**”) has assigned its bond rating of “Aaa” to the Bonds. An explanation of the significance of such ratings may be obtained from the Rating Agency. The ratings of the Bonds reflect only the views of the Rating Agency at the time such rating was given, and neither the Administration nor the Borrowers nor the Underwriters makes any representation as to the appropriateness of the ratings. There is no assurance that such ratings will continue for any given period of time or that they will not be revised downward or withdrawn entirely by the Rating Agency, if in its judgment, circumstances so warrant. Any such downward revision or withdrawal of the ratings may have an adverse effect on the market price of the Bonds.

CONTINUING DISCLOSURE

The Administration is not an “obligated person” under the Rule (as defined herein) with respect to the Bonds and has no ongoing disclosure obligations with respect to the Bonds. The Borrowers, as the only “obligated person” with respect to the applicable Bond Issue, will enter into a Continuing Disclosure Agreement, dated as of October 1, 2021 (the “**Continuing Disclosure Agreement**”), with Wilmington Trust, National Association, acting as Dissemination Agent, pursuant to which the Borrowers will agree to provide ongoing disclosure pursuant to the requirements of Rule 15c2-12 of the United States Securities and Exchange Commission (the “**Rule**”). Financial statements will be provided at least annually to the Municipal Securities Rulemaking Board (the “**MSRB**”), and notices of certain events will be issued pursuant to the Rule. Information will be filed with the MSRB through its Electronic Municipal Market Access (“**EMMA**”) system, unless otherwise directed by the MSRB. A form of the Continuing Disclosure Agreement is attached hereto as APPENDIX G.

A failure by a Borrower to comply with the provisions of the applicable Continuing Disclosure Agreement will not constitute a default under the Financing Agreement (although Bondholders will have any available remedy at law or in equity for obtaining necessary disclosures). Nevertheless, such a failure to comply is required to 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 Bonds in the secondary market. Consequently, such a failure may adversely affect the transferability and liquidity of the Bonds.

The Borrowers have not previously been subject to the continuing disclosure requirements of the Rule.

THE TRUSTEE

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

The Administration has appointed Wilmington Trust, National Association as Trustee under each Indenture. The Trustee is a national banking association organized and existing under the laws of the United States of America, having all of the powers of a bank, including fiduciary powers, and is a member of the Federal Deposit Insurance Corporation and the Federal Reserve System.

The Trustee is to carry out such duties as are assigned to it under the Indenture, the Financing Agreement, and the other Financing Documents. Except for the contents of this section, the Trustee has not reviewed or participated in the preparation of this Official Statement and assumes no responsibility for the nature, contents, accuracy or completeness of the information set forth in this Official Statement or for the recitals contained in each Indenture or the Bonds (except for the certificate of authentication on each Bond), or for the validity, sufficiency, or legal effect of any of such documents.

Furthermore, the Trustee has no oversight responsibility, and is not accountable, for the use or application of any of the Bonds authenticated or delivered pursuant to an Indenture or for the use or application of the proceeds of such Bonds. The Trustee has not evaluated the risks, benefits, or propriety of any investment in the Bonds and makes no representation, and has reached no conclusions, regarding the value or condition of any assets or revenues pledged or assigned as security for the Bonds, the technical or financial feasibility of the expected uses of proceeds of the Bonds or the investment quality of the Bonds, about all of which the Trustee expresses no opinion and expressly disclaims the expertise to evaluate.

ENFORCEABILITY OF REMEDIES

The remedies available to the Trustee, the Administration and the Bondholders upon an Event of Default under the Indentures, the Financing Agreement or the Regulatory Agreements are in many respects dependent upon regulatory and judicial actions, which are often subject to discretion and delay. Under existing law and judicial decisions, including specifically the Federal Bankruptcy Code, the remedies provided for under the Indentures, the Financing Agreements or the Regulatory Agreements may not be readily available or may be limited.

In addition, the Financing Agreements provide that the payment obligations of each of the Borrowers contained therein (other than certain obligations to the Administration and the Trustee) will be limited obligations payable solely from the respective income and assets of the Borrowers, and that no member of a Borrower will have any personal liability for the satisfaction of any payment obligation of such Borrower under such agreements or of any claim against such Borrower arising out of such agreements or the applicable Indenture.

The various legal opinions to be delivered concurrently with the delivery of each Bond Issue will be qualified as to the enforceability of various legal instruments by limitations imposed by the valid exercise of the constitutional powers of the State and the United States of America and bankruptcy, reorganization, insolvency or other similar laws affecting the rights of creditors generally, and by general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

FINANCIAL ADVISORS

Caine Mitter & Associates Incorporated and People First Financial Advisors (collectively the “Financial Advisors”) have served as financial advisor to the Administration on certain matters in connection with the sale of the Bonds. The Financial Advisors have not conducted any municipal advisory activities for any obligated person other than the Administration in connection with the issuance of the Bonds. The Financial Advisors have not been engaged by the Administration to compile, create or interpret any information in this Official Statement. Information contained in this Official Statement has not been independently verified by the Financial Advisors, and inclusion of such information is not, and should not, be construed as a representation by the Financial Advisors as to its accuracy or completeness or otherwise. The Financial Advisors are not a public accounting firm and have not been engaged by the Administration to review or audit any information in this Official Statement in accordance with accounting standards. The Financial Advisors do not have any responsibility for the provisions contained in any of the legal documents.

ADDITIONAL INFORMATION

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

This Official Statement has been deemed final in accordance with the Rule. The execution and delivery of this Official Statement has been duly authorized by the Borrowers.

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This Official Statement has been duly authorized, executed and delivered by the Administration and the Borrowers.

**COMMUNITY DEVELOPMENT ADMINISTRATION
MARYLAND DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENT**

By: /s/ Matthew J. Heckles
Matthew J. Heckles, Director

[Signatures Continue on Following Page]

[Borrowers' Signature Page to Official Statement]

RF ELLICOTT CITY II, LLC,
a Maryland limited liability company

By: EHI PV 2021 Portfolio GP, LLC,
a Maryland limited liability company,
its non-member manager

By: Enterprise Community Development, Inc.
(formerly known as Enterprise Homes, Inc.),
a Maryland non-stock corporation,
its sole member

By: /s/ Christine Madigan
Name: Christine Madigan
Title: Executive Vice President & Chief Business Officer

RF FURNACE BRANCH, LLC,
a Maryland limited liability company

By: EHI PV 2021 Portfolio GP, LLC,
a Maryland limited liability company,
its non-member manager

By: Enterprise Community Development, Inc.
(formerly known as Enterprise Homes, Inc.),
a Maryland non-stock corporation,
its sole member

By: /s/ Christine Madigan
Name: Christine Madigan
Title: Executive Vice President & Chief Business Officer

RF SNOWDEN RIVER, LLC,
a Maryland limited liability company

By: EHI PV 2021 Portfolio GP, LLC,
a Maryland limited liability company,
its non-member manager

By: Enterprise Community Development, Inc.
(formerly known as Enterprise Homes, Inc.),
a Maryland non-stock corporation,
its sole member

By: /s/ Christine Madigan
Name: Christine Madigan
Title: Executive Vice President & Chief Business Officer

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APPENDIX A

FANNIE MAE MORTGAGE-BACKED SECURITIES PROGRAM

*This summary of the Fannie Mae Mortgage Backed Securities Program applies to the MBS issued for each Project. This summary of the Fannie Mae Mortgage Backed Securities Program, the Fannie Mae Certificates and the documents referred to herein has not been provided or approved by Fannie Mae, does not purport to be comprehensive and is qualified in its entirety by reference to the Fannie Mae MBS Prospectus (Multifamily Fixed-Rate Yield Maintenance) for Guaranteed Mortgage Pass-Through Certificates (the “**Fannie Mae MBS Prospectus**”) which will be available and can be found if and when the MBS is issued, by inputting the CUSIPs shown in APPENDIX H hereto into Fannie Mae's multifamily disclosure system, DUS Disclose (<https://mfdusdisclose.fanniemae.com/#/home>). The template for the Fannie Mae MBS Prospectus, as of the date of this Official Statement, can be found at <https://capitalmarkets.fanniemae.com/media/document/pdf/january-1-2021-mf-prospectus-fixed-rate-yield-maintenance>. The template for the Fannie Mae MBS Prospectus may change from time to time. The Fannie Mae MBS Prospectus, if and when available, will consist of the template for the Fannie Mae MBS Prospectus applicable at the time of the issuance of the MBS with the cover page completed with the MBS-specific information, an Additional Disclosure Addendum substantially in the form attached as Schedule I to this APPENDIX A, and an Annex A containing information substantially consistent with the Term Sheet attached hereto as APPENDIX H.*

This summary of the Fannie Mae Mortgage Backed Securities Program has been obtained from sources that the Administration and the Borrowers believe to be reliable, but neither the Administration, the Underwriters nor the Borrowers take responsibility for the accuracy thereof.

Security..... Guaranteed Mortgage Pass-Through Certificates (Multifamily Residential Mortgage Loans)

General..... Fannie Mae is a government-sponsored enterprise that was chartered by the U.S. Congress in 1938 under the name “Federal National Mortgage Association” to support liquidity and stability in the secondary mortgage market, where existing mortgage loans are purchased and sold. The address of its principal office is 1100 15th Street, NW, Washington, DC 20005; the telephone number is 800-2FANNIE (800-232-6643).

Fannie Mae has been under conservatorship since September 6, 2008. The conservator, the Federal Housing Finance Agency (“**FHFA**”), succeeded to all rights, titles, powers and privileges of Fannie Mae and of any shareholder, officer or director of the company with respect to the company and its assets. For additional information on the conservatorship, see “**FANNIE MAE — Regulation and Conservatorship**” in the Fannie Mae MBS Prospectus.

Fannie Mae's regulators include FHFA, the U.S. Department of Housing and Urban Development (“**HUD**”), the Securities and Exchange Commission (the “**SEC**”), and the U.S. Department of the Treasury (the “**Treasury**”). The Office of Federal Housing Enterprise Oversight, the predecessor of FHFA, was Fannie Mae's safety and soundness regulator prior to enactment of the Federal Housing Finance Regulatory Reform Act of 2008.

On September 7, 2008, Fannie Mae entered into a senior preferred stock purchase agreement with the Treasury pursuant to which Fannie Mae issued to it one million shares of senior preferred stock and a warrant to purchase, for a nominal price, shares of common stock equal to 79.9% of the outstanding common stock of Fannie Mae. **Nevertheless, Fannie Mae alone is responsible for making payments under its guaranty. The MBS if issued by Fannie Mae and acquired by the Trustee and payments of principal**

and interest on the MBS will not be guaranteed by the United States and do not constitute a debt or obligation of the United States or any of its agencies or instrumentalities other than Fannie Mae.

- Sponsor and Depositor..... Fannie Mae is the sponsor of this offering of certificates and the depositor of the mortgage loans into the trust.
- Description of MBS The MBS if issued by Fannie Mae and acquired by the Trustee will represent a pro rata undivided beneficial ownership interest in (i) the Mortgage Loan or (ii) the pool of mortgage loan participation interests that comprise the trust. See “MORTGAGE LOAN” in the Official Statement. Fannie Mae will issue the MBS in book-entry form on the book-entry system of the U.S. Federal Reserve Banks. The book-entry MBS will not be convertible into physical certificates.
- Minimum Denomination Fannie Mae will issue the MBS in minimum denominations of \$1,000, with additional increments of \$1.
- Issue Date The date specified on the front cover page, which is the first day of the month in which the MBS is issued.
- Settlement Date The date specified on the front cover page, which is a date no later than the last business day of the month in which the issue date occurs.
- Distribution Date The “Distribution Date” is the 25th day of each month which is the date designated for payments to the Trustee as holder of the MBS, if issued. If that day is not a Business Day, payments will be made on the next Business Day. The first Distribution Date for the MBS will occur in the month following the month in which the MBS is issued. For example, if the issue date is January 1st, the distribution date is February 25th or, if February 25th is not a Business Day, the first Business Day following February 25th.
- Maturity Date The date specified on the front cover page, which is the date that the final payment is due on the last mortgage loan remaining in the pool.
- Use of Proceeds..... The MBS is backed by a pool of one or more mortgage loans that Fannie Mae recently acquired or already owned. Fannie Mae is issuing the MBS either in exchange for the recently acquired mortgage loans or for cash proceeds that are generally used for purchasing other mortgage loans or for general corporate purposes.
- Interest..... On each Distribution Date, Fannie Mae will pass through on the MBS, if issued, one month's interest at the “Pass-Through Rate”.

Because Fannie Mae's guaranty requires it to supplement amounts received by the trust as required to permit timely payment of interest, the amount of interest distributed to certificate holders on a Distribution Date will not be affected by any loss mitigation measure, taken with respect to, or other loan modification made to, the Mortgage Loan while it remains in the trust.

As described under the caption “**MATERIAL FEDERAL INCOME TAX CONSEQUENCES**” the MBS and payments on the MBS, including interest payments thereon, are subject to federal income taxation. Such interest payments only become excluded from gross income for federal income tax purposes and excluded from taxation by the State, to the extent described elsewhere herein, when applied by the Trustee to pay interest due on the Bonds. See “TAX MATTERS” in the Official Statement herein.

Principal Fannie Mae will receive collections on the Mortgage Loan on a monthly basis.

The period Fannie Mae uses to differentiate between collections in one month and collections in another month is called the due period. The due period is the period from and including the second calendar day of the preceding month in which the Distribution Date occurs to and including the first calendar day of the month in which the Distribution Date occurs.

On each Distribution Date, Fannie Mae will pass through principal of the MBS, if issued, as follows:

- the aggregate amount of the scheduled principal due on the Mortgage Loan in the pool during the related due period; and
- the aggregate amount of the unscheduled principal payments specified below:
 - the stated principal balance of the Mortgage Loan as to which prepayments in full were received during the calendar month immediately preceding the month in which that Distribution Date occurs;
 - the stated principal balance of the Mortgage Loan if it was purchased from the pool during the calendar month immediately preceding the month in which that Distribution Date occurs; and
 - the amount of any partial prepayments on the Mortgage Loan that were received during the calendar month immediately preceding the month in which that Distribution Date occurs.

Because Fannie Mae's guaranty requires it to supplement amounts received by the trust as required to permit timely payment of the principal amounts specified above, the amount of principal distributed to certificate holders on a Distribution Date will **not** be affected by any loss mitigation measure, taken with respect to, or other loan modification made to, the Mortgage Loan while it remains in the trust.

Fannie Mae may treat a prepayment in full received on the first Business Day of a month as if the prepayment were received on the last Business Day of the preceding month. If Fannie Mae does so, it passes through these prepayments on the Distribution Date in the same month in which the prepayment actually was received. For example, if a prepayment on the Mortgage Loan in full is actually received on the first Business Day of July, it would be treated as if it had been received on the last Business Day of June and, therefore, would be passed through on July 25 (or the next Business Day, if July 25 is not a Business Day).

The Mortgage Loan permits the reamortization of principal after a permitted voluntary prepayment or an involuntary partial prepayment caused by the receipt of proceeds from insurance or condemnation. A reamortization of the Mortgage Loan will cause a change in the amount of principal that is passed through to holders of the MBS.

Monthly Related Factors On or about the fourth Business Day of each month, Fannie Mae publishes the monthly pool factor for each issuance of its Certificates. If an investor multiplies the monthly pool factor by the original principal balance of the MBS, the investor will obtain the current principal balance of the MBS, after giving effect to the monthly principal payment to be passed through on the Distribution Date in that month. The most current pool factor is generally available through DUS Disclose on Fannie Mae's website at <https://mfdusdisclose.fanniemae.com/#/home>.

Guaranty Fannie Mae guarantees to each trust that on each Distribution Date it will supplement amounts received by the trust as required to permit payments on the MBS in an amount equal to:

- the aggregate amounts of scheduled and unscheduled principal payments described in “—Principal” above, and
- an amount equal to one month's interest on the MBS, as described in “—Interest” above.

In addition, Fannie Mae guarantees to the related trust that it will supplement amounts received by the trust as required to make the full and final payment of the unpaid principal balance of the related certificates on the Distribution Date in the month of the maturity date specified in the prospectus supplement.

Certificateholders have certain limited rights to bring proceedings against the Treasury if Fannie Mae fails to pay under its guaranty. The total amount that may be recovered from the Treasury is subject to limits imposed in the senior preferred stock purchase agreement. For a description of Certificateholders' rights to proceed against Fannie Mae and the Treasury, see “**FANNIE MAE—Certificateholders' Rights Under the Senior Preferred Stock Purchase Agreement**” in the Fannie Mae MBS Prospectus.

Prepayments A borrower may voluntarily prepay the loan in full. Except during the open period, each mortgage loan in the pool requires payment of a prepayment premium if the loan is prepaid voluntarily, as disclosed on Annex A. A portion of the prepayment premium, if collected, may be shared with Certificateholders under the circumstances described in “**YIELD, MATURITY AND PREPAYMENT CONSIDERATIONS—Maturity and Prepayment Considerations—Prepayment of a Mortgage Loan**” in the Fannie Mae MBS Prospectus. **Fannie Mae does not guarantee to any trust the payment of any prepayment premiums.**

Master Servicing/Servicing..... Fannie Mae is responsible as master servicer for certain duties. Fannie Mae has contracted with the mortgage servicer identified on Annex A to perform servicing functions for us subject to our supervision. Fannie Mae refers to this servicer or any successor servicer as its primary servicer. In certain limited circumstances, Fannie Mae may act as primary servicer. For a description of Fannie Mae's duties as master servicer and the responsibilities of its primary servicer, see “**THE TRUST DOCUMENTS—Collections and Other Servicing Practices**” and “**FANNIE MAE PURCHASE PROGRAM—Servicing Arrangements**” in the Fannie Mae MBS Prospectus.

Business Day Any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent is closed, a day when the Federal Reserve Bank of New York is closed or is authorized or obligated by law or executive order to remain closed, or, for purposes of withdrawals from a certificate account, a day when

the Federal Reserve Bank is closed in the district where the certificate account is maintained if the related withdrawal is being made from that certificate account.

Trust Documents	If issued, the MBS will be issued pursuant to the applicable Trust Agreement relating to the MBS issued at that time, as supplemented by a trust issue supplement for that issuance. Certain pertinent provisions of the trust agreement in the Fannie Mae MBS Prospectus will apply. Investors should refer to the trust agreement and the related trust issue supplement for a complete description of their rights and obligations as well as those of Fannie Mae in its various capacities.
Trustee.....	Fannie Mae serves as the trustee for the trust pursuant to the terms of the trust agreement and the related trust issue supplement.
Paying Agent.....	An entity designated by Fannie Mae to perform the functions of a paying agent. The Federal Reserve Bank of New York currently serves as Fannie Mae's paying agent for certificates such as the MBS.
Fiscal Agent	An entity designated by Fannie Mae to perform certain administrative functions for the trust. The Federal Reserve Bank of New York currently serves as Fannie Mae's fiscal agent for certificates such as the MBS.
Multifamily Mortgage Loan Pool.	Each mortgage loan in the pool is a fixed-rate loan included in one of the following categories: • Fixed-rate loans with monthly payments of interest only during their entire loan terms, with a balloon payment of all outstanding principal at maturity; • Fixed-rate loans with monthly payments of interest only during specified initial periods, followed by monthly payments of principal and interest for their remaining loan terms, with a balloon payment of all outstanding principal at maturity; • Fixed-rate loans with monthly payments of interest only during specified initial periods, followed by monthly payments of principal and interest that fully amortize over their remaining loan terms; • Fixed-rate loans with monthly payments of principal and interest during their entire loan terms, with a balloon payment of all outstanding principal at maturity; and • Fixed-rate loans that fully amortize over their loan terms.

Multifamily Mortgage Loans Each mortgage loan in the pool was acquired from a multifamily mortgage loan seller that Fannie Mae has approved. A mortgage loan may have been originated by the seller or may have been acquired by the seller from the originator of the loan, which may or may not be an approved mortgage loan seller. Each mortgage loan that Fannie Mae acquires either meets its published standards (except to the extent that Fannie Mae permits waivers from those standards) or is reviewed by Fannie Mae before delivery to determine its suitability. Fannie Mae may modify its standards from time to time.

Types of Property Each mortgage loan in the pool is secured by a lien on one or more of the following types of property:

- Multifamily residential properties;
- Cooperative housing projects;
- Dedicated student housing;
- Manufactured housing communities;
- Military housing; or
- Seniors housing

Annex A discloses the type of property securing each mortgage loan in the pool and the priority of each lien. Any type of property may also be considered affordable housing; Annex A discloses certain affordable housing characteristics.

Termination The trust will terminate when the certificate balance of the certificates has been reduced to zero, and all required distributions have been passed through to certificateholders. Fannie Mae has no unilateral option to cause an early termination of the trust other than by purchasing a mortgage loan from the pool for a reason permitted by the trust documents.

Federal Income Tax

Consequences The mortgage pool will be classified as a fixed investment trust. Unless otherwise disclosed in the Additional Disclosure Addendum to the Fannie Mae Prospectus, Fannie Mae will file an election to treat the mortgage pool as a being included in the assets of a real estate mortgage investment conduit (“**REMIC**”). In that case, for federal income tax purposes the related certificate will represent ownership of a REMIC regular interest and an interest in any associated prepayment premiums, in each case, in respect of each mortgage loan in the pool. See “**MATERIAL FEDERAL INCOME TAX CONSEQUENCES**” in the Fannie Mae MBS Prospectus.

Whole Pool Certificates Fannie Mae's counsel, Katten Muchin Rosenman LLP, has advised Fannie Mae that certificates issued under the trust documents that represent 100% of the beneficial interests in a pool of mortgage loans (or participation interests therein) held in the related trust and with respect to which REMIC elections are made will qualify as “whole pool certificates” to the same extent as certificates that represent 100% of the beneficial interests in a pool of mortgage loans (or participation interests therein) held in a trust with respect to which no REMIC

elections are made (including Fannie Mae guaranteed mortgage pass-through certificates issued prior to January 1, 2021).

Resecuritization.....Following the assignment of mortgage loans to a trust, the related certificates upon issuance will represent the initial securitization of the mortgage loans. Any further assignment of the certificates to a REMIC trust or other issuance vehicle will represent the initial resecuritization of the mortgage loans. Certificates backed by mortgage loans with respect to which a REMIC election is made may be resecuritized to the same extent as, and may be commingled freely with, certificates backed by mortgage loans with respect to which no REMIC election is made (including Fannie Mae guaranteed mortgage pass-through certificates issued prior to January 1, 2021).

Legal Investment Considerations Under the Secondary Mortgage Market Enhancement Act of 1984, the certificates offered by this prospectus will be considered “securities issued or guaranteed by ... the Federal National Mortgage Association.” Nevertheless, investors should consult their own legal advisor to determine whether and to what extent the certificates of an issuance constitute legal investments for them.

ERISA Considerations..... For the reasons discussed in “ERISA CONSIDERATIONS” in the Fannie Mae MBS Prospectus, an investment in the certificates by a plan subject to the Employee Retirement Income Security Act (“ERISA”) will not cause the assets of the plan to include the mortgage loans underlying the certificates or the assets of Fannie Mae under the fiduciary provisions of ERISA or the prohibited transaction provisions of ERISA or section 4975 of the Internal Revenue Code of 1986, as amended (the “Code”).

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SCHEDULE I

FORM OF ADDITIONAL DISCLOSURE ADDENDUM

The following information supplements the information in the Fannie Mae MBS Prospectus. In the event of any inconsistency between the information provided in this Addendum and the information in the Fannie Mae MBS Prospectus, the information in this Addendum shall prevail. The information in this Addendum applies to each Mortgage Loan financed by a series of Long Term Bonds. As used in this Schedule I only, "Bonds" shall refer to each series of Long Term Bonds.

Each mortgage loan (the "Ellicott City II Mortgage Loan", the "Furnace Branch Mortgage Loan", and the "Snowden River Mortgage Loan") is an affordable housing loan and, accordingly, each mortgaged property (the "Ellicott City II Mortgaged Property", the "Furnace Branch Mortgaged Property", and the "Snowden River Mortgaged Property") is subject to affordable housing regulatory requirements that impose income restrictions on tenants of each mortgaged property. See **"The Mortgage Loans—Affordable Housing Loans"; "RISK FACTORS—RISKS RELATING TO YIELD AND PREPAYMENT—Prepayments Relating to Specific Types of Mortgage Loans and Mortgaged Properties—The successful operation of a mortgaged property securing an affordable housing mortgage loan may depend upon additional factors"; and "RISK FACTORS—RISKS RELATING TO YIELD AND PREPAYMENT—Prepayments Relating to Specific Types of Mortgage Loans and Mortgaged Properties—An affordable housing mortgage loan may be secured by a mortgaged property that has received an award of low-income housing tax credits but that fails to remain in compliance with the requirements for maintaining eligibility to receive the tax credits due to operations of the property or a casualty on the property" in the Fannie Mae Prospectus for additional information.** An MBS certificate will initially serve as collateral for each tax-exempt issue of multifamily housing bonds (the "Ellicott City II Bonds, the "Furnace Branch Bonds," and the "Snowden River Bonds," collectively, the "Bonds") issued by the Administration pursuant to and secured by indentures of trust (the "Ellicott City II Indenture," the "Furnace Branch Indenture," and the "Snowden River Indenture") by and between the Administration and Wilmington Trust, National Association, as trustee, and will be held as collateral for the related Bonds. The mortgage loan documents (the "Ellicott City II Mortgage Loan Documents", the "Furnace Branch Mortgage Loan Documents", and the "Snowden River Mortgage Loan Documents") provide that each mortgage loan is cross-defaulted with certain agreements relating to the corresponding Bonds entered into at the time of the corresponding issuance of the bonds, including but not limited to the indentures authorizing the Bonds and any housing regulatory agreements (the "Ellicott City II Regulatory Agreement," the "Furnace Branch Regulatory Agreement," and the "Snowden River Regulatory Agreement") that limit rents, impose income restrictions or otherwise restrict the use of the property.

Each mortgaged property benefits from a payment in lieu of taxes agreement that eliminates property taxes on each property subject to such agreements during the term of the mortgage loan. See **"THE MORTGAGE LOANS—Characteristics of Multifamily Properties—Mortgage Loan Secured by Property Receiving Real Estate Tax Benefits" and "RISK FACTORS—RISKS RELATING TO YIELD AND PREPAYMENT—Prepayments Relating to Specific Types of Mortgage Loans and Mortgage Properties—A mortgaged property may benefit from a state or local property tax exemption or tax abatement that requires the borrower and the property to maintain compliance with specific requirements. The failure to meet those requirements may be an event of default under the mortgage loan" in the Fannie Mae MBS Prospectus for additional information.**

Because the mortgage loan documents provide that each mortgage loan is cross-defaulted with certain of the agreements relating to the Bonds, a default under any of the cross-defaulted documents may trigger an event of default on the corresponding mortgage loan. If Fannie Mae accelerates a mortgage loan as a result of any event of default under a mortgage loan, that mortgage loan will be paid in full, and the stated principal balance of that certificate will be passed through to the holder of that certificate. In this case, no yield maintenance or other prepayment premiums will be payable to the holder of the certificates.

In addition to the matters described above, the eligible multifamily lender originating each mortgage loan may request the disclosure of additional matters relating to each mortgage loan or, upon delivery of the mortgage loans to Fannie Mae, in Fannie Mae's discretion, it may determine that matters identified in the Term Sheet attached as

APPENDIX H to the Official Statement or otherwise may need to be disclosed in the Additional Disclosure Addendum provided in connection with the issuance of the MBS certificates.

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APPENDIX B

DEFINITIONS OF CERTAIN TERMS

Certain capitalized terms used in this Official Statement, to the extent not elsewhere defined herein, are defined below. The following is subject to all the terms and provisions of each of the Indentures, to which reference is hereby made and copies of which are available from the Trustee. Except with respect to certain dollar amounts, percentages, and parties, the terms of each of the respective Indentures, Financing Agreements and Regulatory Agreements are substantially identical.

“Act” means Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended, and the regulations now or hereafter promulgated thereunder.

“Administration” means the Community Development Administration, Maryland Department of Housing and Community Development.

“Administration Fees and Expenses” means, collectively, the Ordinary Administration Fees and Expenses and the Extraordinary Administration Fees and Expenses. The Administration Fees and Expenses shall be payable by the Borrowers, and not from funds pledged to the benefit of the Trust Estate.

“Authorized Borrower Representative” means, with respect to a Borrower, any person who, at any time and from time to time, is designated as the Borrower’s authorized representative by written certificate furnished to the Administration and the Trustee containing the specimen signature of such person and signed on behalf of the Borrower by or on behalf of any authorized general partner of the Borrower if the Borrower is a general or limited partnership, by any authorized managing member of the Borrower if the Borrower is a limited liability company, or by any authorized officer of the Borrower if the Borrower is a corporation, which certificate may designate an alternate or alternates. The Trustee may conclusively presume that a person designated in a written certificate filed with it as an Authorized Borrower Representative is an Authorized Borrower Representative until such time as the Borrower files with it (with a copy to the Administration) a written certificate revoking such person's authority to act in such capacity. The initial Authorized Borrower Representative will be the person identified in the applicable Indenture.

“Authorized Denomination” means (i) with respect to the Long Term Bonds, \$1,000 or any integral multiple of \$1.00 in excess thereof, and (ii) with respect to the Short Term Bonds, \$5,000, or any integral multiple of \$5,000 in excess thereof.

“Authorized Officer” means (i) the Secretary or the Deputy Secretary of the Department, the Director or the Deputy Director, Bond Finance of the Administration, any Director of any program or division of the Administration, or any other person duly authorized by the Secretary to perform such act or discharge such duty and (ii) any Vice President or Assistant Vice President of the Trustee having regular responsibility for corporate trust matters.

“Bankruptcy Code” means the Federal Bankruptcy Code, Title 11 of the United States Code.

“Beneficial Owner” means the purchaser of a beneficial interest in the Bonds.

“Bond Counsel” means Kutak Rock LLP or such other counsel acceptable to the Administration and nationally recognized as having an expertise in connection with the exclusion of interest on obligations of state and local governmental units from the gross income of holders thereof for federal income tax purposes.

“Bond Dated Date” means (i) with respect to the Long Term Bonds, October 1, 2021, and (ii) with respect to the Short Term Bonds, the Closing Date.

“Bond Maturity Date” means (i) with respect to the Long Term Bonds, November 1, 2038; provided that the final payment of principal with respect to the related MBS will be made on November 25, 2038 and will be passed through to the Bondholders on the following Business Day, and (ii) with respect to the Short Term Bonds, January 1, 2023.

“Bond Proceeds Fund” means the Fund created and so designated in the applicable Indenture.

“Bond Register” means the registration books of the Administration maintained by the Trustee as provided in each Indenture on which registration and transfer of the Bonds is to be recorded.

“Bondholder” or “holder” or “owner” of any Bond or any similar term means the person in whose name any Bond is registered.

“Book-Entry Bonds” means the Bonds for which a Depository or its Nominee is the Bondholder.

“Business Day” means any day other than a Saturday or Sunday, a day when the fiscal agent or paying agent for the MBS is closed, a day when the Federal Reserve Bank of New York is closed, or a day when the Federal Reserve Bank is closed in a district where a securities account is located if the related withdrawal is being made from that securities account, and, with respect to the Bonds, any such day that is also a day on which the Trustee is open for business.

“Cash Flow Projection” with respect to each series of Bonds, a cash flow projection prepared by an independent firm of certified public accountants, a financial advisory firm, a law firm or other independent third party qualified and experienced in the preparation of cash flow projections for structured finance transactions similar to the Bonds, establishing, with respect to each Bond Issue, that (i) the amounts on deposit with the Trustee in the related Collateral Fund and Revenue Fund, and (ii) any additional Eligible Funds delivered to the Trustee by or on behalf of the applicable Borrower are sufficient to pay (A) the applicable amounts due and payable on the such Bonds on the applicable Payment Date and (B) the applicable MBS Purchase Price on the related MBS Delivery Date. The cost and expense of such obtaining such Cash Flow Projection shall be the sole responsibility of the applicable Borrower.

“Closing Date” means October 21, 2021.

“Code” means the United States Internal Revenue Code of 1986, as amended, and the Regulations thereunder, or any successor statute, together with corresponding and applicable final, temporary or proposed regulations and revenue rulings issued or amended with respect thereto by the Treasury Department or Internal Revenue Service of the United States.

“Collateral Fund” means the Fund of that name created and so designated in each Indenture.

“Costs of Issuance” means “issuance costs,” to the extent incurred in connection with, and allocable to, the issuance of the Bonds, within the meaning of Section 147(g) of the Code. For example, “issuance costs” include the following costs, but only to the extent incurred in connection with, and allocable to, the borrowing: Underwriters’ fee; counsel fees; financial advisory fees; fees paid to an organization to evaluate the credit quality of an issue; trustee fees; paying agent fees; registrar, certification and authentication fees; accounting fees; printing costs for bonds and offering documents; public approval process costs; engineering and feasibility study costs; guarantee fees, other than qualified guarantees; and similar costs.

“Costs of Issuance Deposit” means the amount deposited on the Closing Date into the Costs of Issuance Fund of the Indentures.

“Costs of Issuance Fund” means the Fund created and so designated in each Indenture.

“Counsel’s Opinion,” “Opinion of Counsel,” or “Opinion” means a written opinion, including opinions supplemental thereto, signed by an attorney or firm of attorneys (who may be counsel for the Administration, the Borrowers or Fannie Mae) acceptable to the Trustee.

“Depository” means, initially, DTC and any replacement securities depository appointed under each Indenture.

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

“Electronic Means” means a facsimile transmission or any other electronic means of communication approved in writing by Fannie Mae.

“Eligible Funds” means, with respect to each Bond Issue:

- (a) the proceeds of the Bonds or any other amounts received by the Trustee from the Underwriters;
- (b) moneys drawn on a letter of credit;
- (c) any amounts received by the Trustee representing an advance to a Borrower of proceeds of the related Mortgage Loan;
- (d) any other amounts for which the Trustee has received an Opinion of Counsel to the effect that the use of such amounts to make payments on the Bonds would not violate Section 362(a) of the Bankruptcy Code (or that relief from the automatic stay provisions of such Section 362(a) would be available from the bankruptcy court) or be avoidable as preferential payments under Section 547 or 550 of the Bankruptcy Code should the Borrowers become a debtor in proceedings commenced under the Bankruptcy Code;
- (e) any payments held by the Trustee for a continuous period of 123 days, provided that no act of bankruptcy with respect to the applicable Borrower has occurred during such period; and
- (f) investment income derived from the investment of the money described in (a) through (e) above.

“Eligible Investments” means any of the following investments which at the time are legal investments for moneys of the Administration which are then proposed to be invested therein and each of which investments must mature or be guaranteed to be able to be tendered at a price of par at such time or times as to enable timely disbursements to be made from the fund in which such investment is held or allocated in accordance with the terms of the applicable Indenture:

- (a) Government Obligations; and
- (b) to the extent permitted herein, shares or units in any money market mutual fund rated “Aaa-mf” by Moody's (or if Moody's is not the Rating Agency or a new rating scale is implemented, the equivalent rating category given by the Rating Agency for that general category of security) (including mutual funds of the Trustee or its affiliates or for which the Trustee or an affiliate thereof serves as investment advisor or provides other services to such mutual fund and receives reasonable compensation therefor) registered under the Investment Company Act of 1940, as amended, whose investment portfolio consist solely of direct obligations of the government of the United States of America.

“Event of Default” means any occurrence or event specified in the Indenture.

“Extension Deposit” means the deposit of Eligible Funds described in each Indenture in connection with the delivery of the MBS Delivery Date.

“Extraordinary Administration Fees and Expenses” means the expenses and disbursements payable to the Administration under each Indenture for Extraordinary Services and Extraordinary Expenses, including extraordinary fees, costs and expenses incurred by the Administration, Bond Counsel and counsel to the Administration which are to be paid by a Borrower pursuant to the applicable Financing Agreement.

“Extraordinary Services” and “Extraordinary Expenses” mean all services rendered and all reasonable expenses properly incurred by the Trustee or the Administration under each Indenture or any of the other Financing Documents, other than Ordinary Services and Ordinary Expenses. Extraordinary Services and Extraordinary Expenses shall specifically include but are not limited to services rendered or expenses incurred by the Trustee or the Administration in connection with, or in contemplation of, an Event of Default.

“Extraordinary Trustee Fees and Expenses” means the expenses and disbursements payable to the Trustee under each Indenture for Extraordinary Services and Extraordinary Expenses, including extraordinary fees, costs and expenses incurred by the Trustee and the Trustee's counsel which are to be paid by the Borrowers pursuant to the Financing Agreement.

“Fannie Mae” means the Federal National Mortgage Association, a body corporate created and existing under the laws of the United States of America (12 U.S.C. § 1717(a)), and any successor thereto.

“Fannie Mae Certificate” means guaranteed mortgage pass-through Fannie Mae mortgage backed securities issued by Fannie Mae in book-entry form, recorded in the name of the Trustee or its nominee, guaranteed as to timely payment of principal of and interest by Fannie Mae, and backed by each Mortgage Loan.

“Financing Agreement” means each Financing Agreement dated as of October 1, 2021, among the Administration, a Borrower and the Trustee.

“Financing Documents” means the Financing Agreement, the Regulatory Agreement, the Tax Certificate, the Mortgage Note, the promissory notes evidencing the Short Term Loans, the Indenture and the Bond Purchase Agreement executed and delivered in connection with the Bonds, the Mortgage Loans and the Short Term Loans.

“Fund” or “Account” means a fund or account created by or pursuant to each Indenture.

“Government Obligations” means direct obligations of the United States of America (including obligations issued or held in book-entry form on the books of the Department of the Treasury), and obligations on which the full and timely payment of principal and interest is unconditionally guaranteed by the United States of America.

“Long Term Bond Lag Deposit” means Eligible Funds to be deposited on the Closing Date into the applicable Long Term Bond Revenue Account and as otherwise set forth in the applicable Indenture.

“Long Term Bond Proceeds Account” means the Series C-1 Account, Series D-1 Account or Series E-1 Account of the Bond Proceeds Fund of the applicable Indenture.

“Long Term Bond Revenue Account” means the Series C-1 Account, Series D-1 Account or Series E-1 Account of the Revenue Fund of the applicable Indenture.

“Mandatory Redemption Date” means any date on which the Long Term Bonds are subject to mandatory redemption pursuant to the applicable Indenture, as such date may be extended pursuant to such Indenture.

“MBS” means the Fannie Mae Certificate identified in an Indenture that is pledged by the Administration to the Trustee pursuant to such Indenture.

“MBS Dated Date” means the first day of the month in which an MBS is delivered.

“MBS Delivery Date” means the date on which the Trustee receives the MBS backed by a Mortgage Loan, which shall occur not later than the related MBS Delivery Date Deadline.

“MBS Delivery Date Deadline” means November 25, 2021, or, if such day is not a Business Day, the following Business Day, as such date may be extended pursuant to the applicable Indenture.

“MBS Purchase Price” means the principal amount outstanding on each Mortgage Loan as of the MBS Delivery Date plus accrued interest on the related MBS from the applicable MBS Dated Date to the applicable MBS Delivery Date at the Pass-Through Rate.

“MBS Revenues” means all payments made under and pursuant to the applicable MBS.

“Monthly Pool Factor” means the applicable factor posted by Fannie Mae (as of the Closing Date, on Fannie Mae's website through DUS Disclose at <https://mfdusdisclose.fanniemae.com/#/home>) on each MBS from time to time as the related Mortgage Loan amortizes, which represents the percentage of the original balance of such MBS that is outstanding as of a given date.

“Moody's” means Moody's Investors Service, Inc., a Delaware corporation, and its successors and assigns, or if it is dissolved or no longer assigns credit ratings, then any other nationally recognized statistical rating agency designated by Fannie Mae that assigns credit ratings.

“Mortgage” means each Multifamily Deed of Trust, Assignment of Leases and Rents, Security Agreement and Fixture Filing, dated as of October 1, 2021, together with all riders and exhibits, securing the related Mortgage Loan, executed by a Borrower in favor of the Lender, as the same may be amended from time to time.

“Mortgage Loan” means the interest-bearing loan for multifamily housing relating to the applicable Long Term Bonds which is evidenced by the related Mortgage Note and secured by the related Mortgage and Multifamily Loan and Security Agreement.

“Mortgage Loan Amortization Schedule” means the mortgage loan amortization schedule for each Mortgage Loan delivered to the Trustee on the Closing Date.

“Mortgage Loan Documents” means, collectively, the Mortgage Note, the Mortgage, the Multifamily Loan and Security Agreement and all other documents, agreements and instruments evidencing, securing or otherwise relating to each Mortgage Loan, as each such document, agreement or instrument may be amended, supplemented or restated from time to time. Neither the Financing Agreement nor the Regulatory Agreement is a Mortgage Loan Document, and neither the Financing Agreement nor the Regulatory Agreement is secured by the Mortgage.

“Mortgage Note” means the Multifamily Note dated the Closing Date from each Borrower payable to the order of the Lender evidencing the Borrower's obligation to repay the Mortgage Loan.

“Multifamily Loan and Security Agreement” means the Multifamily Loan and Security Agreement dated October 21, 2021, executed by each Borrower.

“Nominee” means the nominee of the Depository, which may be the Depository, as determined from time to time pursuant to the Indenture.

“Ordinary Administration Fees and Expenses” means the Administration's annual fee in an amount equal to 0.25% of the aggregate unpaid principal balance of each Mortgage Note, payable in accordance with the Financing Agreement.

“Ordinary Services” and “Ordinary Expenses” mean those services normally rendered, and those expenses normally incurred, by an issuer or a trustee under instruments similar to the Indenture.

“Ordinary Trustee Fees and Expenses” means, with respect to each Bond Issue, amounts due to the Trustee for the Ordinary Services and the Ordinary Expenses of the Trustee incurred in connection with its duties under each Indenture, payable annually in advance on the Closing Date and on each anniversary of the Closing Date in the amount of \$ 4,250, together with an acceptance fee of \$-0-, payable upon execution of the Indentures; provided, however, the amount of Ordinary Trustee Fees and Expenses payable under the Indentures is limited to money withdrawn from the Costs of Issuance Fund and the Expense Fund, and the Borrowers will be responsible to pay the remaining amount of the Ordinary Trustee Fees and Expenses pursuant to the Financing Agreements. In addition, all amounts due to the Trustee for Extraordinary Services and all Extraordinary Expenses of the Trustee will be paid directly by the Borrowers pursuant to the Financing Agreements.

“Outstanding” means, when used with respect to the Bonds and as of any date, all Bonds theretofore authenticated and delivered under the Indenture except:

- (a) any Bond cancelled by the Trustee or delivered to the Trustee for cancellation;

(b) any Bond for the payment or redemption of which either (i) moneys equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or redemption date, or (ii) specified types of Eligible Investments or moneys in the amounts, of the maturities and otherwise as described and required under the Indenture, shall have theretofore been deposited with the Trustee in trust (whether upon or prior to maturity or the redemption date of such Bond) and, except in the case of a Bond to be paid at maturity, as to which a redemption notice shall have been given or provided for in accordance with the Indenture, and

(c) any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to the Indenture.

“Participant” means a member of, or a participant in, the Depository.

“Pass-Through Rate” means the applicable rate related to the MBS for each Project set forth in the Term Sheets set forth in APPENDIX H hereto.

“Payment Date” means (i) with respect to the Long Term Bonds, (A) the 26th day of the month following the month in which the Closing Date occurs and the 26th day of each month thereafter, or the next succeeding Business Day if such 26th day is not a Business Day, until and including the 26th day of the month in which the MBS Delivery Date occurs, (B) commencing in the first month immediately following the month in which the MBS Delivery Date occurs, the Business Day immediately after the date of receipt by the Trustee of a payment received on the MBS, but in no event earlier than the 26th day of the month, and (C) with respect to any redemption in lieu of an exchange of the Bonds for the MBS pursuant to the Indenture, the day on which the Trustee receives funds pursuant to the transfer of the applicable amount of the MBS to or upon the order of the Administration; the payment of interest on a Payment Date for the Long Term Bonds shall relate to the interest accrued during the preceding calendar month, and there shall be no further accrual of interest on the Long Term Bonds from the applicable Bond Maturity Date, and (ii) with respect to the Short Term Bonds, (A) January 1 and July 1 of each year, beginning on January 1, 2022, and (B) the applicable Bond Maturity Date.

“Project Costs” means the following costs of each Project:

(a) Costs incurred directly or indirectly for or in connection with the acquisition (including the acquisition of a fee simple or leasehold interest), rehabilitation, improvement and equipping of the Project, including costs incurred in respect of the Project for preliminary planning and studies; architectural, legal, engineering, accounting, consulting, supervisory and other services; labor, services and materials; and recording of documents and title work and insurance.

(b) Premiums attributable to any surety bonds and insurance required to be taken out and maintained during the construction period with respect to the Project.

(c) Taxes, assessments and other governmental charges in respect of the Project that may become due and payable during the construction period.

(d) Costs incurred directly or indirectly in seeking to enforce any remedy against any contractor or subcontractor in respect of any actual or claimed default under any contract relating to the Project.

(e) Subject to the limitations set forth in a Tax Certificate, Costs of Issuance, including financial, legal, accounting, cash flow verification, printing and engraving fees, charges and expenses, and all other such fees, charges and expenses incurred in connection with the authorization, sale, issuance and delivery of the Bonds, including, without limitation, the fees and expenses of the Trustee properly incurred under the Indenture that may become due and payable during the construction period.

(f) Any other costs, expenses, fees and charges properly chargeable to the cost of acquisition, construction, Rehabilitation, improvement and equipping of the Project.

(g) Payment of interest on the Bonds during the rehabilitation period for each Project.

“Rating Agency” means Moody's, S&P or any other nationally recognized securities rating agency rating the Bonds, or such rating agency's successors or assigns.

“Rebate Fund” means the Fund created and so designated in each Indenture.

“Record Date” means (i) with respect to the Long Term Bonds, the close of business on the last day of the calendar month prior to the calendar month in which a payment occurs, and (ii) with respect to the Short Term Bonds, the fifteenth (15th) calendar day preceding the applicable Payment Date.

“Redemption Price” means the amount required to be delivered to pay principal of, interest on, and redemption premium, if any, in connection with a redemption of the Bonds in accordance with the provisions of the applicable Indenture.

“Regulations” means the Income Tax Regulations promulgated or proposed under the Code by the Department of the Treasury, as the same may hereafter be amended, including without limitation regulations promulgated by the Department of the Treasury to implement the requirements of Section 148 of the Code.

“Regulatory Agreement” means the Declaration of Restrictive Covenants relating to each Project, dated as of October 1, 2021, by and among the Administration and each Borrower, as it may be amended, supplemented or restated from time to time.

“Rehabilitation Fund” means the Fund created and so designated pursuant to each Indenture.

“Representation Letter” has the meaning given to such term in the Indenture.

“Reserved Rights” means those certain rights of the Administration, under each of the Financing Documents to which the Administration is a party, to indemnification and to payment or reimbursement of fees and expenses of the Administration, its right to receive notices and to enforce notice and reporting requirements, its right to inspect and audit the books, records and premises of the Borrowers and of the Project, its right to collect attorneys' fees and related expenses, its right to specifically enforce the Borrowers' covenant to comply with applicable federal tax law and State law (including the Act and the rules and regulations of the Administration, if any), and its right to give or withhold consent to amendments, changes, modifications and alterations to the Financing Documents relating to the Reserved Rights.

“Revenue Fund” means the Fund created and so designated in the applicable Indenture.

“S&P” means S&P Global Ratings, and its successors and assigns, or if it is dissolved or no longer assigns credit ratings, then any other nationally recognized statistical rating agency, designated by Fannie Mae, that assigns credit ratings.

“Short Term Bond Interest Deposit” means Eligible Funds to be deposited on the Closing Date to the applicable Short Term Revenue Account, representing interest to be paid on the Short Term Bonds from the closing Date to the Short Term Bond Maturity Date.

“Short Term Bond Proceeds Account” means the means the Series C-2 Account, the Series D-2 Account or Series E-2 Account of the Revenue Fund of the applicable Indenture.

“Short Term Bond Revenue Account” means the Series C-2 Account, the Series D-2 Account or Series E-2 Account of the Revenue Fund of the applicable Indenture.

“State” means the State of Maryland.

“Substitute Depository” means a securities depository appointed as successor to DTC under the Indenture.

“Supplemental Indenture” means any indenture hereafter duly authorized and entered into between the Administration and the Trustee amending or supplementing the Indenture in accordance with the provisions thereof.

“Tax Certificate” means each Issuer’s Tax Certificate executed by the Administration, including the exhibits thereto, including the Project Cost Certificate executed by each Borrower, as amended, supplemented or otherwise modified from time to time.

“Tax Credit Investor” has the meaning set forth in APPENDIX H hereto.

“Trust Estate” means all the property, rights, moneys, securities and other amounts pledged and assigned to the Trustee pursuant to each Indenture.

“Trustee” means Wilmington Trust, National Association, a national banking association.

“Trustee Fees and Expenses” means, collectively, the Ordinary Trustee Fees and Expenses and the Extraordinary Trustee Fees and Expenses.

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APPENDIX C

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indentures which are not described elsewhere in the Official Statement. Except with respect to certain dollar amounts, percentages and parties, the Indentures are substantially identical. This summary does not purport to be comprehensive, and reference should be made to the Indentures for a full and complete statement of its provisions.

Definitions

Capitalized terms used in this Appendix but not defined in this Official Statement will have the means given them in the Indenture and the Financing Agreement.

Authorization, Transfer and Registration, and Terms of Bonds

Authorization of Bonds. The Bonds of the Administration are authorized by the Indenture to be issued in an aggregate principal amount set forth in the Indenture and will be issued subject to the terms, conditions and limitations established in the Indenture as provided therein. The Bonds may be executed by or on behalf of the Administration, authenticated by the Trustee and delivered or caused to be delivered by the Trustee to the original purchasers thereof upon compliance with the requirements set forth in the Indenture.

Execution of Bonds. The Bonds will be signed by, or bear the facsimile or manual signature of, an Authorized Officer of the Administration, and authenticated by the manual signature of an Authorized Officer of the Trustee. In case any one or more of the officers of the Administration who will have signed any of the Bonds or whose signature appears on any of the Bonds will cease to be such officer before the Bonds so signed will have been actually authenticated or delivered or caused to be delivered by the Trustee or issued by the Administration, such Bonds may, nevertheless, be authenticated and issued and, upon such authentication, delivery and issue, will be as binding upon the Administration as if the persons who signed such Bonds or whose signatures appear on any of the Bonds had not ceased to hold such offices until such delivery. Any Bond may be signed on behalf of the Administration by such persons as at the actual time of execution of the Bonds will be duly authorized or hold the proper office in the Administration, although at the date of issuance and delivery of the Bonds such persons may not have been so authorized or have held such office.

Bonds Mutilated, Lost, Destroyed or Stolen. If any Bond becomes mutilated, the Administration, at the expense of the owner of such Bond will execute, and the Trustee will thereupon authenticate and deliver, a new Bond of like tenor in exchange and substitution for the Bond so mutilated, but only upon surrender to the Trustee of the Bond so mutilated. Every mutilated Bond so surrendered to the Trustee will be cancelled by it and delivered to, or upon the order of, the Administration. If any Bond is lost, destroyed or stolen, evidence of such loss, destruction or theft may be submitted to the Trustee and, if such evidence will be satisfactory to it and indemnity satisfactory to the Trustee is given, the Administration, at the expense of the owner of such Bond, will execute, and the Trustee will thereupon authenticate and deliver, a new Bond of like tenor. The Trustee may require payment of a sum not exceeding the actual cost of preparing each new Bond authenticated and delivered under this section and of the expenses which may be incurred by the Administration and the Trustee in the premises. Any Bond authenticated and delivered under the provisions of this section in lieu of any Bond alleged to be lost, destroyed or stolen will constitute an original additional contractual obligation on the part of the Administration whether or not the Bond so alleged to be lost, destroyed or stolen will be at any time enforceable by anyone, and will be equally and proportionately entitled to the benefits of the Indenture with all other Bonds secured by the Indenture. If any such Bond will have matured, or is about to mature, instead of issuing a new Bond the Trustee may pay the same without surrender thereof upon receipt of the aforementioned indemnity.

Registration, Transfer and Exchange of Bonds; Persons Treated as Owners. The Administration will cause books for the registration, transfer and exchange of the Bonds as provided in the Indenture to be kept by the Trustee, which is constituted and appointed the bond registrar with respect to the Bonds (the “**Bond Registrar**”). At reasonable times and under reasonable regulations established by the Trustee, said books may be inspected and copied by the Administration or by owners (or a designated representative thereof) of a majority in aggregate principal amount of the Bonds then Outstanding.

The registration of each Bond is transferable by the registered owner thereof in person or by its attorney duly authorized in writing at the designated corporate trust office of the Trustee. Upon surrender for registration of transfer of any Bond at such office, the Trustee will authenticate and deliver in the name of the transferee or transferees a new Bond of the same series, maturity or maturities and Authorized Denomination for the same aggregate principal amount. Bonds to be exchanged will be surrendered at said designated corporate trust office of the Trustee, and the Trustee will authenticate and deliver in exchange therefor a Bond of equal aggregate principal amount of the same maturity and Authorized Denomination.

All Bonds presented for registration of transfer, exchange or payment (if so required by the Administration or the Trustee) will be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the registered owner or by its duly authorized attorney.

The Administration, the Bond Registrar and the Trustee will not be required (i) to issue, register the transfer of or exchange any Bonds during a period beginning at the Trustee's opening of business on the applicable Record Date and ending at the Trustee's close of business on the applicable Payment Date; or (ii) to register the transfer of or exchange any Bond selected, called or being called for redemption as provided in the Indenture. No charge will be made to any Bondholder for the privilege of registration of transfer as provided in the Indenture, but any Bondholder requesting any such registration of transfer will pay any tax or governmental charge required to be paid therefor.

New Bonds delivered upon any registration of transfer or exchange will be valid obligations of the Administration, evidencing the same debt as the Bonds surrendered, will be secured by the Indenture and will be entitled to all of the security and benefits hereof to the same extent as the Bonds surrendered.

The person in whose name any Bond is registered will be deemed the owner thereof by the Administration and the Trustee, and any notice to the contrary will not be binding upon the Administration or the Trustee. Notwithstanding anything in the Indenture to the contrary, to the extent the Bonds are Book Entry Bonds, the provisions of the Indenture will govern the exchange and registration of Bonds.

Mandatory Redemption of Bonds

The Bonds are subject to mandatory redemption as described under “DESCRIPTION OF THE BONDS – Mandatory Redemption of Bonds.”

Notice of Redemption

Anytime the Bonds are subject to redemption in whole or in part pursuant to the Indenture, the Trustee, in accordance with the provisions of the Indenture, will give at least twenty (20) Business Days' notice (or five (5) calendar days' notice with respect to a redemption pursuant to the heading, “Mandatory Redemption — Upon Failure to Purchase the MBS” or “Mandatory Redemption on the MBS Delivery Date,”) in the name of the Administration, of the redemption of the Bonds, which notice will specify the following: (i) the maturity and principal amounts of the Bonds to be redeemed; (ii) the CUSIP number, if any, of the Bonds to be redeemed; (iii) the date of such notice; (iv) the issuance date for such Bonds; (v) the interest rate on the Bonds to be redeemed; (vi) the redemption date; (vii) any conditions to the occurrence of the redemption; (viii) the place or places where amounts due upon such redemption will be payable; (ix) the Redemption Price; (x) the Trustee's name and address with a contact person and a phone number; and (xi) that on the redemption date, the Redemption Price will be paid. Notice delivered as required in this heading “Notice of Redemption” with respect to a redemption described under the heading “Mandatory Redemption Upon Failure to Purchase the MBS,” above, may be rescinded and annulled on or before the MBS Delivery Date Deadline if (i) the MBS is delivered on or prior to the MBS Delivery Date Deadline or (ii) the MBS Delivery Date Deadline is extended pursuant to the Indenture. Neither the giving of such notice by the Trustee nor the receipt of such notice by the Bondholders will be a condition precedent to the effectiveness of any such redemption. Notwithstanding anything in the Indenture to the contrary, no notice of redemption will be required with respect to redemptions described under the headings “Mandatory Redemption Prior to MBS Delivery Date” and “Mandatory Redemption Following the MBS Delivery Date,” above, and notice of redemption required in connection with a redemption described under the heading “Mandatory Redemption in Lieu of Exchange,” above, will be given as described in the Indenture.

The Bonds to be redeemed in part pursuant to the Indenture will be selected in accordance with the operational arrangements of DTC or any successor Substitute Depository, and any partial prepayments pursuant thereto will be made in accordance with the “Pro Rata Pass-Through Distributions of Principal” procedures of DTC or comparable procedures of any successor Substitute Depository.

In the event that the MBS has not been purchased by, and delivered to, the Trustee ten (10) Business Days prior to the MBS Delivery Date Deadline (as such date may be extended under the Indenture), the Trustee will provide, ten (10) Business Days prior to the MBS Delivery Date Deadline, to the Borrower, the Lender, the Administration and the Underwriters written notice of such non-purchase.

Notwithstanding this section, no prior notice will be a prerequisite to the effectiveness of any redemption under the heading “Redemption” which redemption will occur and be effective irrespective of whether the Trustee fulfills its obligation to provide the notice with respect to the heading “Redemption,” above, required under this heading “Notice of Redemption.”

Payment of Redemption Price

With respect to any redemption pursuant to the heading “Mandatory Redemption of Bonds” above, notice having been given in the manner provided in the heading “Notice of Redemption” above (or not required to be given as a result of a redemption pursuant to the heading “Redemption” above), and all conditions to the redemption contained in such notice, if applicable, having been met, the Bonds so called for redemption will become due and payable on the redemption date so designated at the Redemption Price specified in the heading “Mandatory Redemption of Bonds” above, and upon presentation and surrender thereof at the offices specified in such notice, together with, in the case of Bonds presented by other than the registered owner, a written instrument of transfer duly executed by the registered owner or its duly authorized attorney; provided, however, that so long as the Bonds are registered in the name of the Depository, payment for such redeemed Bonds will be made in accordance with the Representation Letter of the Administration. If, on the redemption date, moneys for the redemption of all the Bond or the Bonds to be redeemed, together with all accrued interest on such Bonds, which will equal all interest accrued on the MBS, if delivered, to the redemption date, will be held by the Trustee so as to be available therefor on said date and if notice of redemption will have been given as aforesaid, then, from and after the redemption date, interest on the Bonds so called for redemption will cease to accrue.

Extension of MBS Delivery Date Deadline

At any time prior to the MBS Delivery Date Deadline, the Borrower may extend the MBS Delivery Date Deadline by (i) providing to the Trustee, the Lender, the Administration, the Rating Agency and the Underwriters written notice of any extension of the MBS Delivery Date Deadline together with a Cash Flow Projection and (ii) depositing with the Trustee Eligible Funds for the credit of the Long Term Bond Revenue Account in an amount, taking into account amounts already on deposit therein, sufficient to pay interest due on the Bonds to the date that is five (5) calendar days after the extended MBS Delivery Date Deadline (the “**Extension Deposit**”). Extension Deposits may continue to be made by or on behalf of the Borrower until the MBS Delivery Date occurs or the Borrower declines to make an Extension Deposit resulting in the mandatory redemption pursuant to the Indenture; provided, however, the MBS Delivery Date Deadline may not be extended to a date that is later than the third anniversary of the Bond Dated Date unless, prior to any extension beyond such date, there will be delivered to the Trustee and the Administration an opinion of Bond Counsel to the effect that such extension will not, in and of itself, adversely affect the exclusion of interest on the Bonds from gross income for Federal income tax purposes. The cost of such opinion will be the sole responsibility of the Borrower.

Delivery of MBS

The obligation of the Trustee to purchase the MBS on the MBS Delivery Date will be subject to receipt by the Trustee of written notification from the Lender, upon which the Trustee may rely and act without further investigation certifying that the MBS duly executed by Fannie Mae is available for purchase by the Trustee at the MBS Purchase Price, and meets the following requirements:

- (a) the principal amount of the MBS will equal from time to time the then-current principal amount of the Long Term Bonds, except for principal payments received which have not been remitted to owners of the Long Term Bonds;
- (b) the MBS bears interest at the Pass-Through Rate payable on the 25th day of each month, commencing on the 25th day of the month following the month in which the Trustee purchases the MBS, or if any such 25th day is not a Business Day, the next succeeding Business Day, and have a final maturity date that is the same as the Bond Maturity Date with respect to the Long Term Bonds;
- (c) the MBS provides that timely payment of principal (whether on any scheduled Payment Date or prior thereto upon any mandatory prepayment of the Mortgage Note or upon any optional prepayment of the Mortgage Note

or upon declaration of acceleration following a default thereunder and interest on the MBS) is guaranteed to the record owner of the MBS, regardless of whether corresponding payments of principal and interest on the Mortgage Loan are paid when due; and

(d) the MBS will be acquired by the Trustee on behalf of the Administration, will be held at all times by the Trustee in trust for the benefit of the holders of the Long Term Bonds and will be held only in book-entry form through the United States Federal Reserve Bank book-entry system, pursuant to which the MBS will have been registered on the records of the Federal Reserve Bank in the name of the Trustee.

The MBS will be registered in the name of the Trustee or its designee. Upon purchase of the MBS on the MBS Delivery Date, the Trustee will post a notification to this effect on the Electronic Municipal Market Access website of the Municipal Securities Rulemaking Board.

Pledge of Trust Estate

The pledge and assignment of and the security interest granted in the Trust Estate pursuant to the Granting Clauses of the Indenture for the payment of the principal of, premium, if any, and interest on the Bonds, in accordance with their terms and provisions, and for the payment of all other amounts due under the Indenture, will attach, be perfected and be valid and binding from and after the time of the delivery of the Bonds by the Trustee or by any person authorized by the Trustee to deliver the Bonds. The Trust Estate so pledged and then or thereafter received by the Trustee will immediately be subject to the lien of such pledge and security interest without any physical delivery thereof or further act, and the lien of such pledge and security interest will be valid and binding and prior to the claims of any and all parties having claims of any kind in tort, contract or otherwise against the Administration irrespective of whether such parties have notice thereof.

Establishment of Funds

The Trustee will establish, maintain and hold in trust the following funds, each of which will be maintained by the Trustee as a separate and distinct fund or account, and each of which will be disbursed and applied only as authorized in the Indenture:

- (a) Revenue Fund, including therein (i) a Long Term Bond Revenue Account and (ii) a Short Term Bond Revenue Account, as applicable;
- (b) Bond Proceeds Fund, including therein (i) a Long Term Bond Proceeds Account and (ii) a Short Term Bond Proceeds Account, as applicable);
- (c) Collateral Fund;
- (d) Rehabilitation Fund;
- (e) Costs of Issuance Fund; and
- (f) Rebate Fund.

Application of Funds on MBS Delivery Date

On the MBS Delivery Date, the Trustee will remit to the Lender, from amounts on deposit in the Long Term Bond Proceeds Account, as payment for the MBS, an amount equal to the aggregate principal amount of the MBS, plus, from the Long Term Bond Revenue Account, accrued and unpaid interest on the MBS at the Pass-Through Rate from the first of the month in which the MBS was delivered to, but not including, the MBS Delivery Date.

Revenue Fund

(a) On any Payment Date that occurs prior to or during the month in which the MBS is delivered to the Trustee, (i) the Trustee will disburse from the Long Term Bond Revenue Account, on each applicable Payment Date an amount equal to the amount of principal and interest due on the Long Term Bonds pursuant to the Mortgage Loan Amortization Schedule and (ii) on each applicable Bond Payment Date, the Trustee will disburse from the Short Term Bond Revenue Account, as applicable an amount equal to the amount of principal and interest due on the Short Term Bonds.

(b) There will be deposited into the Long Term Bond Revenue Account as and when received, (i) the Long Term Bond Lag Deposit and (ii) any Extension Deposit.

(c) There will be deposited into the Short Term Bond Revenue Account, (i) all amounts paid by the Borrower pursuant to the Financing Agreement and (ii) the Short Term Bond Interest Deposit.

(d) There will be deposited into the Long Term Bond Revenue Account, as and when received, (i) following the MBS Delivery Date, all moneys received by the Trustee representing principal payments or repayments, and premium, if any, under the MBS, together with all other amounts required pursuant to the Indenture to be deposited therein, (ii) accrued interest on the Long Term Bonds from the Bond Dated Date to the Closing Date, (iii) any other amounts specified in the Indenture, and (iv) all moneys received by the Trustee representing interest payments under the MBS, to be held therein pending distribution in accordance with the terms of the Indenture.

(e) On the MBS Delivery Date, the Trustee will remit from the Long Term Bond Revenue Account to the Lender accrued and unpaid interest on the MBS at the Pass-Through Rate from the first calendar day of the month in which the MBS was delivered to, but not including, the MBS Delivery Date.

(f) Following the redemption of the Long Term Bonds, any of the Long Term Bond Lag Deposit remaining in the Long Term Bond Revenue Account shall be transferred to the Rehabilitation Fund.

(g) On the first Business Day following receipt of any MBS Revenues and the deposit thereof into Long Term Bond Revenue Account pursuant to subsection (f) above, the Trustee will pay to the owners of the Long Term Bonds all amounts so received from money on deposit in the Long Term Bond Revenue Account. All payments of principal and interest will be paid to Bond owners in proportion to the principal amount of Bonds owned by each Bond owner as set forth on the records of the Trustee at the close of business on the applicable Record Date.

(h) If the Trustee does not receive a scheduled payment on the MBS by 5:00 p.m. Eastern Time on the 25th day of any month (or the next succeeding Business Day if such day of the month is not a Business Day), the Trustee will immediately notify Fannie Mae and immediately demand payment under the terms of the guaranty thereof.

Bond Proceeds Fund

(a) Long Term Bond Proceeds Account. Amounts deposited into the Long Term Bond Proceeds Account will be used by the Trustee (i) on any Payment Date that occurs prior to or during the month in which the MBS is delivered to the Trustee, to fund the Long Term Bond redemptions in accordance with the Indenture, and (ii) to pay the principal portion of the MBS Purchase Price on the MBS Delivery Date in accordance with the Indenture. All investment earnings from amounts on deposit in the Long Term Bond Proceeds Account will be transferred to the Long Term Bond Revenue Account.

(b) Short Term Bond Proceeds Account. Upon (i) deposit of Eligible Funds into the Collateral Fund, if any, as provided in the Indenture, (ii) delivery of a corresponding requisition executed by an Authorized Borrower Representative (and approved by the Administration in the form of Exhibit A attached to the Financing Agreement) and (iii) subject to the provisions of this Section 5.08, the Trustee will disburse proceeds of the Short Term Bonds, in an amount equal to such corresponding deposit made into the Collateral Fund to fund Qualified Project Costs or, in the case of an Exempt Disbursement, in an amount specified in the requisition for such Exempt Disbursement. Prior to making any such disbursement from Short Term Bond Proceeds Account, the Trustee will confirm that the aggregate principal amount that will be held collectively in the Collateral Fund and the Short Term Bond Proceeds Account, after the requested disbursement, will at least equal the then-Outstanding principal amount of the Short Term Bonds and, notwithstanding anything to the contrary, the Trustee will not disburse money from the Short Term Bond Proceeds Account (other than in the case of an Exempt Disbursement and to pay amounts due on the Short Term Bonds pursuant to Section 3.01 hereof), unless and until Eligible Funds in an amount equal to or greater than the requested disbursement amount have been deposited into the Collateral Fund. To the extent money on deposit in the Short Term Bond Proceeds Account is invested in Eligible Investments that have not yet matured, the Trustee is authorized to make the following sale and exchange, which sale and exchange will occur prior to the disbursement of amounts on deposit in the Short Term Bond Proceeds Account to pay Qualified Project Costs without the need to sell or terminate such Eligible Investments prior to their stated maturity date: (i) sell all or a portion of the Eligible Investments in the Short Term Bond Proceeds Account, in the amount specified in the request for disbursement, to the Collateral Fund for a price of par and (ii) transfer a like amount of available funds from the Collateral Fund to the Short Term Bond Proceeds Account representing proceeds of the Short Term Bonds, as the purchase price thereof.

Upon the satisfaction of the provisions set forth in the Indenture with respect to disbursements of the proceeds of the Short Term Bonds, the Trustee will be irrevocably and unconditionally obligated to disburse Short Term Bond proceeds from the Short Term Bond Proceeds Account equal to either the amount deposited to the Collateral Fund or

the amount of the Exempt Disbursement, as set forth in the corresponding requisition and to the extent the Trustee is unable to do so, the Trustee will return the amount deposited into the Collateral Fund, within one Business Day of receipt of such deposit, to the party that made such deposit as set forth in the requisition.

To the extent sufficient funds are not otherwise available to the Trustee, including money on deposit in the Short Term Bond Revenue Account or the Collateral Fund, as applicable, the Trustee will transfer from the Short Term Bond Proceeds Account to the Short Term Bond Revenue Account, as applicable sufficient money to pay amounts due on the Short Term Bonds pursuant to the Indenture.

Following the maturity date or the early redemption of the Short Term Bonds, amounts remaining in the Short Term Bond Proceeds Account will be used by the Trustee to pay any remaining Qualified Project Costs as approved by the Lender and the Administration in writing.

The Borrower will submit each requisition and a complete set of all supporting materials to the Administration by overnight carrier service addressed to the Administration at the address specified in the Indenture.

Rehabilitation Fund

The Trustee will establish, create and maintain a Rehabilitation Fund under the Indenture and moneys will be held in the Rehabilitation Fund for reasons of convenience and tax accounting only. On the Closing Date, the Lender will deliver funds to the Trustee for deposit into the Rehabilitation Fund. The Rehabilitation Fund will not be a part of the Trust Estate. Amounts on deposit in the Rehabilitation Fund will be disbursed by the Trustee to fund the Qualified Project Costs pursuant to requisitions executed by the Borrower and approved by the Lender in the form attached to the Indenture as an exhibit. The moneys in the Rehabilitation Fund will, pending disbursement to the Borrower at the written direction of the Lender, pursuant to the terms of the Multifamily Loan and Security Agreement, be pledged by the Borrower to the Lender until the MBS Delivery Date, and thereafter to Fannie Mae. The Trustee will hold such funds as custodian for Lender as the pledgee and not for the Bondholders.

Investment of Funds

The moneys held by the Trustee will constitute trust funds for the purposes under the Indenture. Any moneys attributable to each of the Funds and Accounts under the Indenture will be invested, by the Trustee, at the written direction or telephonic direction (promptly confirmed in writing) of the Administration, at the request of the Borrower, in Eligible Investments which, except as otherwise provided in the Indenture, mature or are redeemable at par, without penalty, on or before the date on which such funds are expected to be needed for the purposes for which they are held. Notwithstanding anything in the Indenture to the contrary except as otherwise set forth in this sentence, prior to the MBS Delivery Date, all amounts in the Bond Proceeds Fund, the Revenue Fund and the Collateral Fund will be invested solely in Eligible Investments; provided, however that following the MBS Delivery Date, payments received with respect to the MBS will be held uninvested. All investment earnings from amounts on deposit in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account will be credited to the Long Term Bond Revenue Account. All investment earnings from amounts on deposit in the Short Term Bond Proceeds Account, the Short Term Bond Revenue Account, as applicable and the Collateral Fund will be credited to the Short Term Bond Revenue Account, as applicable. If the Trustee does not receive written direction (or telephone direction promptly confirmed in writing) from the Administration regarding the investment of funds, the Trustee will invest solely in the Trustee's money market deposit account (more particularly described in the Indenture), which will mature or be redeemable at par at the times set forth in the preceding sentence. The Trustee may make any and all such investments through its own banking department or the banking department of any affiliate.

Eligible Investments representing an investment of moneys attributable to any Fund or Account will be deemed at all times to be a part of such Fund. Subject to the following sentence, investments will be sold at the best price obtainable (at least par) whenever it is necessary to do so in order to provide moneys to make any transfer, withdrawal, payment or disbursement from such Fund. With respect to the Short Term Bonds, the Trustee is not permitted to sell or otherwise dispose of such Eligible Investment prior to maturity at a price below par without first receiving (i) a Cash Flow Projection and (ii) Eligible Funds, if any, as set forth in the Cash Flow Projection. In the case of any required transfer of moneys to another such Fund, such investments may be transferred to that Fund in lieu of the required moneys if permitted by the Indenture as an investment of moneys in that Fund. If moneys in such Fund are solely invested in a money market mutual fund, the Trustee will sell or transfer such investments without the written direction of the Administration. If moneys in such Fund are invested in more than one Eligible Investment, any sale or transfer of such investment will be at the written direction of the Administration.

All Eligible Investments acquired by the Trustee pursuant to the Indenture will be purchased in the name of the Trustee and will be held for the benefit of the Bondholders pursuant to the terms of the Indenture. The Trustee will take such actions as will be necessary to assure that such Eligible Investments are held pursuant to the terms of the Indenture and are subject to the trust and security interest created in the Indenture.

The Trustee will not be liable or responsible for any loss resulting from any investment made in accordance with the Indenture. The Trustee or its affiliates may act as sponsor, principal or agent in the acquisition or disposition of investments. The Trustee may commingle investments made under the Funds and Accounts established under the Indenture but will account for each separately. The Trustee does not have any obligation to monitor the ratings of any Eligible Investments.

In computing for any purpose under the Indenture the amount in any Fund on any date, obligations so purchased will be valued at the lower of cost or par exclusive of accrued interest and may be so valued as of any time within four (4) days prior to such date.

The Administration acknowledges that regulations of the Comptroller of the Currency grant the Administration the right to receive brokerage confirmations of the security transactions as they occur. The Administration specifically waives such notification to the extent permitted by law and will receive periodic cash transaction statements that will detail all investment transactions.

Particular Covenants

Payment of Bonds. Subject to the other provisions of the Indenture, the Administration will duly and punctually pay or cause to be paid, solely from amounts available in the Trust Estate, the principal of, premium, if any, and interest on the Bonds, at the dates and places and in the manner described in the Bonds, according to the true intent and meaning thereof solely from amounts available in the Trust Estate. The Bonds are not a general obligation of the Administration but are payable solely from the Trust Estate.

The payment and other obligations of the Administration with respect to the Bonds are intended to be, and will be, independent of the payment and other obligations of the issuer or maker of the Short Term Note, Mortgage Note and the MBS, even though (i) the principal amount of all three instruments is expected to be identical, and (ii) the principal amount of the Short Term Note and the Short Term Bonds is expected to be identical, in each case except in the case of a default with respect to one or more of the instruments.

Tax Covenants. The Administration will not take any action that will cause the interest paid on the Bonds to be includable in gross income for federal income tax purposes or to be subject to personal income taxation by the State. In furtherance of the foregoing covenant, the Administration particularly covenants and agrees with the Bondholders as follows:

(a) No part of the proceeds of the Bonds or any other funds of the Administration will be used by the Administration at any time directly or indirectly to acquire securities or obligations, the acquisition of which, or which in any other manner, would cause any Bond to be an arbitrage bond as defined in Section 148 of the Code and any applicable regulations promulgated thereunder.

(b) The Administration will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Bonds to be “federally guaranteed” within the meaning of Section 149(b) of the Code and any applicable regulations promulgated thereunder.

In the event of a conflict between the provisions under the above heading “Tax Covenants” and the Tax Certificate, the provisions of the Tax Certificate will control.

Extension of Payment of Bonds. The Administration will not directly or indirectly extend or assent to the extension of the maturity of the principal due on any of the Bonds or the time of payment of interest due on the Bonds, and if the time for payment of any such claims for interest will be extended through any other means, such Bonds or claims for interest will not be entitled in case of any default hereunder to any payment out of the Trust Estate or the funds (except funds held in trust for the payment of particular Bonds pursuant to the Indenture) held by the Trustee, except subject to the provisions of the Indenture and subject to the prior payment of the principal of all Bonds issued and Outstanding the maturity of which has occurred and has not been extended and of such portion of the accrued interest on the Bonds which is not represented by such extended claims for interest.

If an Extension Deposit has not been made pursuant to the Indenture, such that the aggregate balance in the Long Term Bond Proceeds Account and the Long Term Bond Revenue Account is equal to 100% of the principal

amount of the Long Term Bonds plus interest accrued on the Long Term Bonds to the date which is five (5) calendar days following the MBS Delivery Date Deadline (as such date may be extended under the Indenture), then the Long Term Bonds will be subject to mandatory redemption as set forth in the Indenture.

Discharge of Indenture

Defeasance.

(a) If all Bonds will be paid and discharged as provided in this section, then all obligations of the Trustee and the Administration under the Indenture with respect to all Bonds will cease and terminate, except only (i) the obligation of the Trustee to pay or cause to be paid to the owners thereof all sums due with respect to the Bonds and to register, transfer and exchange Bonds pursuant to the Indenture, (ii) the obligation of the Administration to pay the amounts owing to the Trustee under the Indenture from the Trust Estate, and (iii) the obligation of the Administration to comply with the Indenture. Any funds held by the Trustee at the time of such termination which are not required for payment to Bondholders or for payment to be made by the Administration, will be paid as provided in the Indenture.

Any Bond or portion thereof in an Authorized Denomination will be deemed no longer Outstanding under the Indenture if paid or discharged in any one or more of the following ways:

(i) by well and truly paying or causing to be paid the principal of and premium, if any, and interest on such Bond which have become due and payable; or

(ii) by depositing with the Trustee, in trust, cash which, together with the amounts then on deposit in the Revenue Fund and dedicated to this purpose, is fully sufficient to pay when due all principal of, and premium, if any, and interest on such Bond to the maturity or earlier redemption date thereof; or

(iii) by depositing with the Trustee, in trust, any investments listed in subparagraph (b) under the definition of Eligible Investments in such amount as in the written opinion of a certified public accountant or nationally recognized verification agent will, together with the interest to accrue on such Eligible Investments without the need for reinvestment, be fully sufficient to pay when due all principal of, and premium, if any, and interest on such Bond to the maturity or earlier redemption date thereof, notwithstanding that such Bond will not have been surrendered for payment.

(b) Notwithstanding the foregoing, no deposit under clauses (ii) and (iii) of subsection (a) above will be deemed a payment of such Bond until the earlier to occur of:

(i) if such Bond is by its terms subject to redemption within 45 days, proper notice of redemption of such Bond will have been previously given in accordance with the Indenture to the holder thereof or, in the event such Bond is not by its terms subject to redemption within 45 days of making the deposit under clauses (ii) and (iii) of subsection (a) above, the Administration will have given the Trustee irrevocable written instructions to mail by first-class mail, postage prepaid, notice to the holder of such Bond as soon as practicable stating that the deposit required by clauses (ii) or (iii) of subsection (a) above, as applicable, has been made with the Trustee and that such Bond is deemed to have been paid and further stating such redemption date or dates upon which money will be available for the payment of the principal and accrued interest thereon; or

(ii) the maturity of such Bond.

(c) The Trustee will be entitled to receive a report from a nationally recognized accounting firm or other nationally recognized verification agent to provide for the payment of all Bonds to be defeased pursuant to this section.

(d) In addition to the circumstances described in paragraph (a) above, any Bond or portion thereof in an Authorized Denomination will be deemed no longer Outstanding under the Indenture if and to the extent of an exchange of such Bond or portion thereof for the MBS or an interest therein as provided in the Indenture.

Defaults and Remedies

Events of Default. Each of the following events will constitute an Event of Default under the Indenture:

(a) On and after the MBS Delivery Date, failure by Fannie Mae to pay principal, interest or premium, if any, due under the MBS;

(b) Failure to pay the principal, interest or premium, if any, on the Bonds when the same will become due; or

(c) Default in the observance or performance of any other covenant, agreement or condition on the part of the Administration in the Indenture and the continuation of such default for a period of 90 days after written notice to the Administration from the Trustee or the registered owners of not less than 75% in aggregate principal amount of the Bonds Outstanding at such time specifying such default and requiring the same to be remedied.

Upon any failure by Fannie Mae to distribute to the Trustee any payment required to be made under the terms of the MBS as described in the Indenture, the Trustee will notify Fannie Mae not later than the next Business Day (all such notices to be promptly confirmed in writing) requiring the failure to be remedied.

The Trustee will promptly notify in writing the Administration, the Bondholders, the Lender, and Fannie Mae after an Authorized Officer with responsibility for administering the trusts in the Indenture obtains knowledge or receives notice of the occurrence of an Event of Default or an event which would become an Event of Default with the passage of time or the giving of notice, or both.

Acceleration; Rescission of Acceleration.

(a) Upon (i) the occurrence of an Event of Default under item (a) under the heading “Defaults and Remedies — Events of Default,” above, or (ii) from the Closing Date with respect to the Short Term Bonds, and prior to the MBS Delivery Date, with respect to the Long Term Bonds, the occurrence of an Event of Default under item (b) under the heading “Defaults and Remedies — Events of Default,” above, the Trustee may, and upon the written request of the holders of not less than seventy-five percent (75%) in aggregate principal amount of the Bonds Outstanding, will declare (and will deliver written notice of such declaration to the Administration, the Lender, the Borrower and Fannie Mae) the principal of all Bonds Outstanding, premium, if any, and the interest accrued thereon immediately due and payable.

(b) With respect to the Long Term Bonds, an Event of Default (i) following the MBS Delivery Date, under item (b) under the heading “Defaults and Remedies — Events of Default,” above, or (ii) under item (c) under the heading “Defaults and Remedies — Events of Default,” above, will not give rise to an acceleration pursuant to this heading “Acceleration; Rescission of Acceleration,” provided, however, that following such an Event of Default, the holder of one hundred percent (100%) of the Bonds Outstanding may direct the Trustee in writing to transfer the MBS to it or its designee, in which case, the Trustee will transfer and deliver to such requesting holder the Trustee's ownership interest in the MBS. The transfer described in this paragraph will take effect as set forth in, and will be governed by, the following terms:

(i) The Trustee will transfer and deliver to such requesting owner the Trustee's ownership interest in the MBS promptly following (i) delivery to the Trustee (via DTC withdrawal) of the Bonds being exchanged, and (ii) payment by the requesting owner of the Trustee's exchange fee (\$500 as of the date of the Indenture) with respect to such Bonds;

(ii) The MBS will be in book-entry form;

(iii) Transfers of the MBS will be made in accordance with current market practices, including the applicable provisions of the SIFMA's Uniform Practices for the Clearance and Settlement of Mortgage-Backed Securities and Other Related Securities;

(iv) Upon receipt of such Bonds from the requesting holder, the Trustee will promptly cancel the Bonds being exchanged, which will not be reissued;

(v) A MBS delivered in such an exchange will not be exchangeable for Bonds;

(vi) The MBS delivered in such an exchange will also be subject to any applicable disclosure requirements concerning MBSs that have been issued in connection with the multifamily mortgage lending program of a governmental housing finance agency and financed by tax-exempt obligations; and

(vii) Interest on such MBS is not excludable from gross income for federal income tax purposes. Owners of Bonds should consult their own tax advisors concerning that and other tax consequences of any exchange of a Bond for the MBS.

(c) The acceleration of the Bonds will not constitute a default under, or by itself cause the acceleration of, the MBS. If at any time after the Bonds will have been so declared due and payable, and before any judgment or decree for the payment of the money due will have been obtained or entered, the Administration, the Borrower, the Tax Credit Investor or Fannie Mae, as applicable, will pay to or deposit with the Trustee a sum sufficient to pay all

principal of the Bonds then due (other than solely by reason of such declaration) and all unpaid installments of interest (if any) on all the Bonds then due with interest at the rate borne by the Bonds on such overdue principal and (to the extent legally enforceable) on such overdue installments of interest, and the reasonable expenses of the Trustee will have been made good or cured or adequate provisions will have been made therefor, and all other defaults hereunder have been made good or cured or waived in writing by the holders of a majority in principal amount of the Bonds Outstanding, then and in every case, the Trustee on behalf of the holders of all the Bonds will rescind and annul such declaration and its consequences; but no such rescission and annulment will extend to or will affect any subsequent Event of Default, nor will it impair or exhaust any right or power consequent thereon.

Other Remedies; Rights of Bondholders. Subject to the Indenture, upon the happening and continuance of an Event of Default, the Trustee in its own name and as trustee of an express trust, on behalf and for the benefit and protection of the holders of all Bonds, may also proceed to protect and enforce any rights of the Trustee and, to the full extent that the holders of such Bonds themselves might do, the rights of such Bondholders under the laws of the State or under the Indenture by such of the following remedies as the Trustee will deem most effectual to protect and enforce such rights:

(a) By pursuing any available remedies under the Financing Agreement, the Regulatory Agreement or the MBS;

(b) Upon an Event of Default under paragraph (a) under the heading “Events of Default” above only, by realizing or causing to be realized through sale or otherwise upon the security pledged hereunder (including the sale or disposition of the MBS); and

(c) By action or suit in equity, to enjoin any acts or things which may be unlawful or in violation of the rights of the Bondholders and to execute any other papers and documents and do and perform any and all such acts and things as may be necessary or advisable in the opinion of the Trustee in order to have the respective claims of the Bondholders against the Administration allowed in any bankruptcy or other proceeding.

If an Event of Default will have occurred, and if requested by the holders of not less than 75% in aggregate principal amount of the Bonds then Outstanding, and upon being indemnified to its satisfaction, the Trustee will be obligated to exercise such rights and powers conferred as directed by such holders, or, absent such direction, one or more of the rights and powers conferred by the Indenture as the Trustee, being advised by counsel, will deem to be in the best interests of the Bondholders subject to the limitations set forth above and in the Indenture.

No right or remedy by the terms of the Indenture conferred upon or reserved to the Trustee (or to the Bondholders) is intended to be exclusive of any other right or remedy, but each and every such right and remedy will be cumulative and will be in addition to any other right or remedy given to the Trustee or to the Bondholders under the Indenture, the Financing Agreement, the Regulatory Agreement or the MBS or now or hereafter existing at law or in equity.

No delay or omission to exercise any right or power accruing upon any default or Event of Default will impair any such right or power or will be construed to be a waiver of any such default or Event of Default or acquiescence therein and every such right and power may be exercised from time to time as often as may be deemed expedient.

No waiver of any default or Event of Default under the Indenture, whether by the Trustee or by the Bondholders, will extend to or will affect any subsequent default or Event of Default or will impair any rights or remedies consequent thereon.

Waivers of Events of Default. The Trustee will waive any Event of Default hereunder and its consequences and rescind any declaration of maturity of principal of, premium, if any, and interest on the Bonds upon the written request of the holders of a majority in aggregate principal amount of all Bonds then Outstanding with respect to which there is an Event of Default; provided, however, that there will not be waived (a) any default in the payment of the principal amount of any Bonds at the date of maturity specified therein or upon proceedings for mandatory redemption, or (b) any default in the payment when due of the interest or premium, if any, on any such Bonds, unless prior to such waiver or rescission all arrears of interest, with interest (to the extent permitted by law) at the rate borne by the Bonds in respect of which such Event of Default will have occurred on overdue installments of interest or all arrears of payments of principal or premium, if any, when due (whether at the stated maturity thereof or upon proceedings for mandatory redemption) as the case may be, and all expenses of the Trustee in connection with such monetary default, will have been paid or provided for, and in case of any such waiver or rescission, the Administration, the Borrower, the Trustee and the Bondholders will be restored to their former positions and rights under the Indenture respectively.

No such waiver or rescission will extend to any subsequent or other default, or impair any right consequent thereto; and no delay or omission of the Trustee or of any Bondholders to exercise any right or power accruing upon any Event of Default will impair any right or power or will be construed to be a waiver of any such Event of Default, or acquiescence therein.

Termination of Proceedings. In case any proceeding taken by the Trustee on account of any Event of Default will have been discontinued or abandoned for any reason or determined adversely to the Trustee, then in every such case the Administration, the Borrower, the Trustee and the Bondholders will be restored to their former positions and rights under the Indenture, respectively, and all rights, remedies, powers and duties of the Trustee will continue as though no such proceeding had been taken.

Supplemental Indentures

Supplemental Indentures Effective upon Acceptance. For any one or more of the following purposes and at any time or from time to time, the Administration and the Trustee may enter into a Supplemental Indenture which, upon the execution and delivery thereof by an Authorized Officer and by the Trustee, and with the prior written consent of Fannie Mae, but without the necessity of consent of the Bondholders, will be fully effective in accordance with its terms:

- (a) To add to the covenants or agreements of the Administration contained in the Indenture other covenants or agreements to be observed by the Administration or to otherwise revise or amend the Indenture in a manner which are/is not materially adverse to the interests of the Bondholders;
- (b) To add to the limitations or restrictions contained in the Indenture other limitations or restrictions to be observed by the Administration which are not contrary to or inconsistent with the provisions of the Indenture as theretofore in effect;
- (c) To surrender any right, power or privilege reserved to or conferred upon the Administration in the Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Administration contained in the Indenture and is not materially adverse to the interests of the Bondholders;
- (d) To confirm, as further assurance, any pledge of the Trust Estate under the Indenture and the subjection to any lien on or pledge of the Trust Estate created or to be created by the Indenture;
- (e) To appoint a co-trustee or successor Trustee or successor co-trustee;
- (f) To cure any ambiguity, supply any omission or cure or correct any defect or inconsistent provision in the Indenture;
- (g) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not materially adverse to the interests of the Bondholders; and
- (h) To make such changes and modifications that are necessary or desirable to provide for all interest, principal and premium paid with respect to the Bonds are in the exact respective amounts of the payments of interest, principal and premium paid under and pursuant to the MBS.

Supplemental Indentures Requiring Consent of Bondholders. In addition to those amendments to the Indenture which are authorized under the heading “Supplemental Indentures Effective Upon Acceptance” above, any modification or amendment of the Indenture may be made by a Supplemental Indenture with the written consent, given as hereinafter provided under the heading “Consent of Bondholders” below, of Fannie Mae and the holders of at least two thirds in aggregate principal amount of the Bonds Outstanding at the time such consent is given; provided, however, that no such modification or amendment will (a) permit a change in the terms of redemption or maturity of the principal amount of any Outstanding Bond or an extension of the date for payment of any installment of interest thereon or a reduction in the principal amount of, premium, if any, or the rate of interest on any Outstanding Bond without the consent of the holder of such Bond, (b) reduce the proportion of Bonds the consent of the holders of which is required to effect any such modification or amendment or to effectuate an acceleration of the Bonds prior to maturity, (c) permit the creation of a lien on the Trust Estate pledged under the Indenture prior to or on a parity with the lien of the Indenture, (d) deprive the holders of the Bonds of the lien created by the Indenture upon the Trust Estate (except as expressly provided in the Indenture), without (with respect to (b) through (d)) the consent of the holders of all Bonds then Outstanding, or (e) change or modify any of the rights or obligations of the Trustee without the written consent thereto of the Trustee.

Consent of Bondholders. The Administration and the Trustee may, at any time, execute and deliver a Supplemental Indenture making a modification or amendment permitted by the provisions under the heading “Supplemental Indentures Requiring Consent of Bondholders” above, to take effect when and as provided in this section. A copy of such Supplemental Indenture (or brief summary thereof or reference thereto in a form approved by the Trustee), together with a request to Bondholders for their consent thereto in form satisfactory to the Trustee, will be mailed by the Trustee to the Bondholders. Such Supplemental Indenture will not be effective unless there will have been filed with the Trustee the written consents of Fannie Mae and the holders of the proportion of Outstanding Bonds specified under the heading “Supplemental Indentures Requiring Consent of Bondholders” above. Each such consent of the Bondholders will be effective only if accompanied by proof of the holding, at the date of such consent, of the Bonds with respect to which such consent is given, which proof will be such as is permitted by the Indenture. A certificate or certificates by the Trustee that it has examined such proof and that such proof is sufficient under the provisions of the Indenture will be conclusive that the consents have been given by the Bondholders described in such certificate or certificates. Any such consent will be binding upon the holder of the Bonds giving such consent and upon any subsequent holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent holder thereof has notice thereof). At any time after the holders of the required proportion of Bonds will have filed their consents to such Supplemental Indenture, the Trustee will make and file with the Administration a written statement that the holders of such required proportion of Bonds have filed and given such consents. Such written statement will be conclusive that such consents have been so filed and have been given. Within 90 days after filing such statement, the Trustee will mail to the Bondholders a notice stating in substance that such Supplemental Indenture (which may be referred to as a Supplemental Indenture executed by the Administration on a stated date, a copy of which is on file with the Trustee) has been consented to by the holders of the required proportion of Bonds and will be effective as provided in this section, but failure to mail such notice will not prevent such Supplemental Indenture from becoming effective and binding as provided in this section. The Trustee will file with the Administration proof of the mailing of such notice to the Bondholders. A record, consisting of the papers required or permitted by this Section to be filed with the Trustee, will be proof of the matters therein stated. Such Supplemental Indenture making such modification or amendment will be deemed conclusively binding upon the Administration, the Trustee and the holders of all Bonds upon the execution thereof and the filing by the Trustee with the Administration of the statement that the required proportion of Bondholders have consented thereto.

The Administration may conclusively rely upon the Trustee's determination that the requirements of this section have been satisfied.

Modification By Unanimous Consent. Notwithstanding anything contained in the foregoing provisions of the Indenture, the terms and provisions of the Indenture and the rights and obligations of the Administration and the Bondholders under the Indenture, in any particular, may be modified or amended in any respect upon execution and delivery of a Supplemental Indenture by the Administration and the Trustee making such modification or amendment and the consent to such Supplemental Indenture of Fannie Mae and the holders of all of the Bonds then Outstanding, such consent to be given and proved as provided under the heading “Consent of Bondholders” above except that no notice to Bondholders will be required; provided, however, that no such modification or amendment will change or modify any of the rights or obligations of the Trustee without the written assent thereto of the Trustee, in addition to the consent of the Bondholders.

Concerning the Trustee

Trustee. Wilmington Trust, National Association is appointed by the Indenture as Trustee. The Trustee will signify its acceptance of the duties and obligations imposed upon it by the Indenture by executing the Indenture.

Responsibility of the Trustee. The recitals of fact in the Indenture and in the Bonds contained will be taken as the statements of the Administration and the Trustee assumes no responsibility for the correctness of the same. The Trustee will not be deemed to make any representations as to the validity or sufficiency of the Indenture or of any Bonds issued under the Indenture or in respect of the security afforded by the Indenture and the Trustee will incur no responsibility in respect thereof. The Trustee will, however, be responsible for its representations contained in its authentication certificate on the Bonds. The Trustee will not be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of any moneys paid to the Administration. The Trustee will be under no obligation or duty to perform any act which would require it to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties under the Indenture, or in the exercise of any of its rights or powers, if it will have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk

or liability is not reasonably assured to it. The Trustee will not be liable in connection with the performance of its duties under the Indenture except for its own negligence or willful misconduct.

Fees, Charges and Expenses of Trustee. Notwithstanding any provision to the contrary in the Indenture, but subject to the limitations set forth in the Extraordinary Trustee Fees and Expenses as defined in the Indenture, the Trustee will be entitled to payment for reasonable fees for its services rendered under the Indenture and the Financing Agreement and reimbursement for all advances, counsel fees and other expenses reasonably made or incurred by the Trustee (including any co-Trustee) in connection with such services which will be paid from time to time as provided in the Financing Agreement; provided that no such amounts will be paid to the Trustee from the proceeds of the MBS. Upon an Event of Default under paragraph (a) under the heading “Events of Default” above as a result of a failure by Fannie Mae to make payment under the MBS, but only upon such an Event of Default, the Trustee will have a lien upon the Trust Estate for extraordinary fees, charges and expenses incurred by it. The Administration will require the Borrower to indemnify and save harmless the Trustee against any liabilities which the Trustee may incur in the exercise and performance of its powers and duties under the Indenture, the Financing Agreement and the Regulatory Agreement which are not due to its own negligence or willful misconduct, and to reimburse the Trustee for any fees and expenses of the Trustee to the extent they exceed funds available under the Indenture for the payment thereof, subject only to the right of the Borrower to contest the reasonableness of any such fees or the necessity for any such expenses. The Trustee will continue to perform its duties and obligations under the Indenture until such time as its resignation or removal is effective pursuant to the Indenture.

Merger or Consolidation of Trustee. Any corporation or association into which the Trustee may be converted or merged, or with which it may be consolidated, or to which it may sell or transfer its corporate trust business and assets as a whole or substantially as a whole, or any corporation or association resulting from any such conversion, sale, merger, consolidation or transfer to which it is a party, ipso facto will be and become successor Trustee under the Indenture and vested with all of the title to the Trust Estate and all the trusts, powers, discretions, immunities, privileges and all other matters as was its predecessor, without the execution or filing of any instrument or any further act, deed or conveyance on the part of any of the parties to the Indenture, anything in the Indenture to the contrary notwithstanding.

Resignation by Trustee. The Trustee and any successor Trustee may at any time resign from the trusts created by the Indenture by giving 60 days' written notice to the Administration and Fannie Mae, and such resignation will only take effect upon the appointment, pursuant to the Indenture, of, and acceptance by, a successor Trustee. The successor Trustee will give notice of such succession by first class mail, postage prepaid, to each Bondholder at the address of such Bondholder shown on the Bond Register.

Removal of Trustee. The Trustee may be removed at any time by an instrument or concurrent instruments in writing delivered to the Trustee and to Fannie Mae, and signed by the Administration (or if an Event of Default will have occurred and be continuing, by the owners of a majority in aggregate principal amount of the Bonds then Outstanding, in which event such instrument or instruments in writing will also be delivered to the Administration) provided that such removal will not take effect until the appointment of a successor Trustee by the Administration (or by the Bondholders).

Appointment of Successor Trustee. In case at any time the Trustee or any successor thereto will resign or will be removed or will become incapable of acting, or will be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of such Trustee or of its property will be appointed, or if any public officer will take charge or control of such Trustee or of its property or affairs, a successor may be appointed by the Administration with the approval of Fannie Mae (if it is not in default in its obligations under the MBS), or if Fannie Mae does not approve a successor the Administration proposes to appoint, or if the Administration is in default under the Indenture, by the holders of a majority in aggregate principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Administration, by an instrument or concurrent instruments in writing signed by such Bondholders, or their attorneys duly authorized in writing, and delivered to such successor Trustee, notification thereof being given to the Administration, Fannie Mae, the Borrower, the Tax Credit Investor and the predecessor Trustee. If in a proper case no appointment of a successor Trustee will have been made pursuant to the foregoing provisions of this section within 45 days after the Trustee has given to the Administration written notice as provided in the Indenture or after the occurrence of any other event requiring or authorizing such appointment, the Trustee or any Bondholder may apply to any court of competent jurisdiction of the State of Maryland to appoint a successor. Said court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee.

Any Trustee appointed under the provisions of this section will be a bank, trust company or national banking association, having a designated office within the State, having trust powers, with prior experience as trustee under indentures under which multifamily housing revenue bonds of public agencies or authorities are issued, and having a capital and surplus acceptable to the Administration and Fannie Mae, willing and able to accept the office on reasonable and customary terms in light of the circumstances under which the appointment is tendered and authorized by law to perform all the duties imposed upon it by the Indenture, if there be such an institution meeting such qualifications willing to accept such appointment.

Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under the Indenture will execute, acknowledge and deliver to its predecessor Trustee, and also to the Administration and Fannie Mae, and any Bondholder which requests the same, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, will become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee, with like effect as if named in the Indenture as such Trustee, but the Trustee ceasing to act will nevertheless, on the written request of the Administration, Fannie Mae or the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as reasonably may be required for more fully and certainly vesting and confirming in such successor Trustee all the right, title and interest of the predecessor Trustee in and to any properties held by it under the Indenture, and will pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions set forth in the Indenture. Should any deed, conveyance or instrument in writing from the Administration be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing, on request, and so far as may be authorized by law, will be executed, acknowledged and delivered by the Administration.

Collection of MBS Payments. Following the MBS Delivery Date, the Trustee will cause the MBS to be registered in the name of the Trustee or in the name of the nominee of the Trustee with such additional recitals as appropriate to indicate that the MBS is to be held by the Trustee in its capacity as Trustee under the Indenture subject to the provisions of the Indenture. In the event that any amount payable to the Trustee under the MBS is not received by the Trustee within one Business Day of the date such payment is due, the Trustee will notify Fannie Mae or (if directed by Fannie Mae) the paying agent for the MBS by telephone (such notification to be immediately confirmed by , telecopy or other means of instantaneous written communication) that such payment has not been received in a timely manner and request that such payment be made by wire transfer of immediately available funds to the account of the Trustee or such custodian, as the case may be.

Miscellaneous Provisions

No Recourse on Bonds. All covenants, stipulations, promises, agreements and obligations of the Administration contained in the Indenture will be deemed to be the covenants, stipulations, promises, agreements and obligations of the Administration and not of any of its officers or employees or members of its governing body, past, present or future, in his or her individual capacity, and no recourse will be had for the payment of the principal of, premium, if any, or interest on the Bonds or for any claim based thereon or under the Indenture or the Financing Documents against any such officer or employee of the Administration or member of its governing body or any natural person executing the Bonds.

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APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE FINANCING AGREEMENT

The following is a summary of certain provisions of the Financing Agreements which are not described elsewhere in the Official Statement. Except with respect to certain dollar amounts, percentages and parties, the Financing Agreements are substantially identical. This summary does not purport to be comprehensive, and reference should be made to the Financing Agreements for a full and complete statement of its provisions.

Definitions

Capitalized terms used in this Appendix but not defined in this Official Statement will have the means given them in the Indenture and the Financing Agreement.

General Terms of the Financing

The Administration has authorized the issuance of the Bonds in the aggregate principal amount set forth in the Financing Agreement and Bonds in such amount will be issued and Outstanding as of the Closing Date. The obligations of the Administration, the Trustee and the Borrower under the Financing Agreement are expressly conditioned upon (i) the sale, issuance and delivery of the Bonds, (ii) receipt by the Trustee of the amounts set forth in the Indenture, and (iii) the making of the Mortgage Loan by the Lender. Neither the Administration, the Lender, the Trustee nor Fannie Mae will have any liability for any fees, costs or expenses, including, without limitation, issuance costs relating to the Bonds; all of such fees, costs and expenses will be paid by the Borrower.

Sources, Deposits and Uses

Upon the issuance and delivery of the Bonds, the Administration will cause the proceeds of the Bonds to be provided to the Trustee for deposit to the applicable account of the Bond Proceeds Fund. The Lender will make the Mortgage Loan to the Borrower and deliver proceeds of the Mortgage Loan to the Trustee for deposit into the Rehabilitation Fund to be applied by the Borrower to pay Qualified Project Costs pursuant to the Indenture. The Trustee will apply the amounts deposited into the Long Term Bond Proceeds Account as provided in the Indenture to secure the Long Term Bonds until the MBS Delivery Date and then to purchase the MBS. The Trustee will apply the amounts deposited into the Short Term Bond Proceeds Account as provided in the Indenture to pay Qualified Project Costs. Amounts deposited into the Short Term Bond Proceeds Account and the Collateral Fund will secure the Short Term Bonds until the Bond Maturity Date or the redemption date of the Short Term Bonds.

The Borrower accepts the Mortgage Loan from the Lender, upon the terms and conditions set forth in the Financing Agreement, in the Mortgage Loan Documents and in the Indenture, and subject to the terms and conditions of the Regulatory Agreement. The Borrower acknowledges its obligation to pay all amounts necessary to pay principal of, premium, if any, and interest on the Bonds as provided in the Indenture. The Borrower has made arrangements for the delivery to the Trustee of the MBS and of certain other Eligible Funds and proceeds of the Bonds as contemplated in the Financing Agreement and in the Indenture.

Payments on the MBS received by the Trustee will be credited to amounts due from the Borrower for payment of principal of, premium, if any, and interest on the Long Term Bonds. The Borrower will receive a credit for amounts due under the Short Term Note in an amount equal to the amounts on deposit in the Collateral Fund and the Short Term Bond Revenue Account, as applicable.

Notification of Prepayment of Mortgage Note

The Borrower will notify the Trustee and the Administration promptly of any prepayment of the Mortgage Note and the Short Term Note, whether upon acceleration, by reason of application of insurance or condemnation proceeds, optional prepayment or otherwise. If such prepayment of the Mortgage Note results in revisions to the Mortgage Loan Amortization Schedule, the Lender will provide the revised Mortgage Loan Amortization Schedule to the Trustee.

Events of Default

Each of the following will constitute an event of default under the Financing Agreement, and the term “Event of Default” means, whenever used in the Financing Agreement, any one or more of the following events:

- (i) Failure by the Borrower to pay any amounts due under the Financing Agreement at the times and in the amounts required by the Financing Agreement; or
- (ii) Failure by the Borrower to observe or perform any covenants, agreements or obligations in the Financing Agreement on its part to be observed or performed (other than as provided in clause (i) above) for a period of thirty (30) days after receipt of written notice specifying such failure and requesting that it be remedied, given to the Borrower by any party to the Financing Agreement; provided, however, that if said failure will be such that it cannot be corrected within such period, it will not constitute an Event of Default if the failure is correctable without material adverse effect on the Bonds and if corrective action is instituted by the Borrower within such period and diligently pursued until the failure is corrected, and provided further that any such failure will have been cured within ninety (90) days of receipt of notice of such failure; or
- (iii) Breach of any of the covenants, agreements or obligations of the Borrower under or the occurrence of a default which is continuing under the Regulatory Agreement, including any exhibits to any of the foregoing; or
- (iii) The occurrence of an Event of Default caused by the Borrower under and as defined in the Indenture or under any of the other Financing Documents.

Nothing contained in this section is intended to amend or modify any of the provisions of the Mortgage Loan Documents or to bind the Borrower, the Lender or Fannie Mae to any notice and cure periods other than as expressly set forth in the Mortgage Loan Documents.

Remedies Upon an Event of Default

(a) Subject to subsection (d) below, whenever any Event of Default will have occurred and be continuing, the Administration or the Trustee may take any one or more of the following remedial steps:

- (i) By any suit, action or proceeding, pursue all remedies now or hereafter existing at law or in equity to collect all amounts then due and thereafter to become due under the Financing Agreement, to enforce the performance of any covenant, obligation or agreement of the Borrower under the Financing Agreement (subject to the nonrecourse provisions of the Financing Agreement) or to enjoin acts or things which may be unlawful or in violation of the rights of the Administration or the Trustee.
- (ii) Take whatever other action at law or in equity may appear necessary or desirable to enforce any monetary obligation of the Borrower under the Financing Agreement or to enforce any other covenant, obligation or agreement of the Borrower under the Financing Agreement.
- (iii) Have access to and inspect, examine, audit and make copies of the books and records and any and all accounts, data and income tax and other tax returns of the Borrower.

(b) The provisions of subsection (a) of this section are subject to the condition that if, after any Event of Default, except a default under the Regulatory Agreement, (i) all amounts which would then be payable under the Financing Agreement by the Borrower if such Event of Default had not occurred and was not continuing will have been paid by or on behalf of the Borrower, and (ii) the Borrower will have also performed all other obligations in respect of which it is then in default under the Financing Agreement and will have paid the reasonable charges and expenses of the Administration and the Trustee, including attorney fees and reasonable expenses paid or incurred by either the Administration or the Trustee in connection with such default, then and in every such case, such Event of Default may be waived and annulled by the Trustee, but no such waiver or annulment will extend to or affect any subsequent Event of Default or impair any right or remedy consequent thereon.

(c) Subject to the limitations of the Regulatory Agreement and the Financing Agreement, the Administration, without the consent of the Trustee, but only after written notice to the Trustee, the Borrower, the Lender and Fannie Mae, may take whatever action at law or in equity may appear necessary or desirable to enforce performance and observance of any Reserved Right of the Administration; provided that, the Administration may not (i) terminate the Financing Agreement or cause the Mortgage Loan to become due and payable, (ii) cause the Trustee to declare the principal of all Bonds then Outstanding and the interest accrued thereon to be immediately due and payable, or cause the Trustee to accelerate, foreclose or take any other action or seek other remedies under the Financing Documents, the Mortgage Loan Documents or any other documents contemplated thereby or by the Financing Agreement to obtain such performance or observance, (iii) cause the acceleration, foreclosure or taking of any other action or the seeking of any remedies under the Mortgage Loan Documents, (iv) initiate or take any action which may have the effect, directly or indirectly, of impairing the ability of the Borrower to timely pay the principal, interest and other amounts due under the Mortgage Loan, or (v) interfere with or attempt to influence the exercise by Fannie Mae of any of its rights under the Financing Documents or the Mortgage Loan Documents.

(d) Except as required to be deposited in the Rebate Fund pursuant to the Financing Documents any amounts collected pursuant to action taken under this section will, after the 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, the Administration, the Lender or Fannie Mae and their respective counsel, be applied in accordance with the provisions of the Indenture. No action taken pursuant to this section will relieve the Borrower from the Borrower's obligations pursuant to the Financing Agreement.

(e) No remedy conferred upon or reserved to the Administration or the Trustee in the Financing Agreement is intended to be exclusive of any other available remedy or remedies, but each and every such remedy will be cumulative and will be in addition to every other remedy now or hereafter existing pursuant to any other agreement at law or in equity or by statute.

(f) Notwithstanding any other provision of the Financing Agreement to the contrary, after the MBS Delivery Date, so long as Fannie Mae is not in default under the MBS, none of the Administration, the Trustee or any Person under their control will exercise any remedies or direct any proceedings under the Financing Agreement or the Mortgage Loan Documents, other than to (i) enforce rights under the MBS, (ii) enforce the tax covenants in the Indenture and the Financing Agreement, or (iii) enforce rights of specific performance under the Regulatory Agreement; provided, however, that any enforcement under (ii) or (iii) above will not include seeking monetary damages.

Notice of Default; Rights To Cure

The Administration and the Trustee will each give notice to the other and the Trustee will give notice to the Tax Credit Investor and the Lender of the occurrence of any Event of Default by the Borrower under the Financing Agreement of which it has actual knowledge. The Lender and the Tax Credit Investor will each have the right, but not the obligation, to cure any such default by the Borrower, and upon performance by the Lender or the Tax Credit Investor to the satisfaction of the Administration and the Trustee of the covenant, agreement or obligation of the Borrower with respect to which an Event of Default has occurred, the parties to the Financing Agreement will be restored to their former respective positions, it being agreed that the Lender and the Tax Credit Investor will each have the right to repayment from the Borrower of moneys it has expended and any other appropriate redress for actions it has taken to cure any default by the Borrower; provided that the Borrower's reimbursement obligation will be non-recourse to the same extent as the underlying obligation is non-recourse to the Borrower.

Amendment

The Financing Agreement and all other documents contemplated by the Financing Agreement to which the Administration is a party may be amended or terminated only if permitted by the Indenture, and no amendment to the Financing Agreement will be binding upon, any party to the Financing Agreement until such amendment is reduced to writing and executed by the parties thereto; provided that no amendment, supplement or other modification to the Financing Agreement or any other Financing Document will be effective without the prior written consent of Fannie Mae.

Non-Liability of the Administration

The Administration will not be obligated to pay the principal (or Redemption Price) of, or interest on the Bonds, except from the Trust Estate. Neither the faith and credit nor the taxing power of the State or any political subdivision thereof, nor the faith and credit of the Administration or any member is pledged to the payment of the principal (or Redemption Price) of, premium, if any, or interest on the Bonds. Any obligation or liability of the Administration created by or arising out of the Financing Agreement (including, without limitation, any liability created by or arising out of the representations, warranties or covenants set forth herein or otherwise) will not impose a debt or pecuniary liability upon the Administration or a charge upon its general credit, but will be payable solely out of the moneys due and to become due under the Financing Documents (and not from any moneys due or to become due to the Administration pursuant to the Reserved Rights). Neither the issuance of the Mortgage Loan or the Short Term Loan nor the delivery of the Financing Agreement will, directly or indirectly or contingently, obligate the Administration to make any appropriation for payment of the Mortgage Loan or the Short Term Loan. No agreements or provisions contained in the Financing Agreement, the Indenture, any other Financing Document, nor any agreement, covenant or undertaking by the Administration contained in any document executed by the Administration in connection with the Project or the execution, delivery and sale of the Bonds will give rise to any pecuniary liability of the Administration or a charge against its general credit or taxing powers, or will obligate the Administration financially in any way. Nothing in the Indenture or the Financing Agreement or the proceedings of the Administration authorizing the Bonds or in the Act or in any other related document will be construed to authorize the Administration to create a debt of the Administration within the meaning of constitutional or statutory provision of the State. No covenant, agreement or obligation contained herein will be deemed to be a covenant, agreement or obligation of any present or future director, officer, employee or agent of the Administration in his or her individual capacity, and neither any employee or officer of the Administration nor any officer thereof executing the Bonds will be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issuance thereof. No director, officer, employee or agent of the Administration will incur any personal liability with respect to any other action taken by him or her pursuant to the Financing Agreement, the Indenture, the Act or the Law. No breach of any pledge, obligation or agreement of the Administration hereunder may impose any pecuniary liability upon the Administration or any charge upon its general credit. The Issuer will not be liable for any costs, expenses, losses, damages, claims or actions, of any conceivable kind on any conceivable theory, under or by reason of or in connection with the Financing Agreement, the Bonds or the Indenture, except only to the extent amounts are received for the payment thereof from the Borrower under the Financing Agreement or from the MBS.

The Borrower acknowledges that the Administration's sole source of moneys to repay the Bonds will be provided by the Trust Estate, and agrees that if the payments to be made under the Financing Agreement will ever prove insufficient to pay all principal, premium, if any, and interest on the Bonds as the same will become due (whether by maturity, redemption, acceleration or otherwise), then upon notice from the Trustee, the Borrower will pay such amounts as are required from time to time to prevent any deficiency or default in the payment of such principal, premium, if any, or interest, including, but not limited to, any deficiency caused by acts, omissions, nonfeasance or malfeasance on the part of the Trustee, the Borrower, the Administration or any third party, subject to any right of reimbursement from the Trustee, the Administration or any such third party, as the case may be, therefor.

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APPENDIX E

SUMMARY OF CERTAIN PROVISIONS OF THE DECLARATION OF RESTRICTIVE COVENANTS AND REGULATORY AGREEMENT

The following is a summary of certain provisions of the Regulatory Agreements. Except with respect to certain dollar amounts, percentages and parties, the Regulatory Agreements are substantially identical. The summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Regulatory Agreements, copies of which are on file with the Administration and the Trustee.

In the Regulatory Agreement, the Administration and the Borrowers each made certain covenants for the purpose of preserving the exclusion from gross income of interest on the Bonds for purposes of Federal income taxation and qualifying the Project for the low-income housing tax credits available under Section 42 of the Code by regulating and restricting the use and occupancy of the Project as set forth therein. This summary does not purport to be complete or definitive and is qualified in its entirety by reference to the Regulatory Agreement, a copy of which is on file with the Administration and the Trustee. Capitalized terms not defined herein shall have the meaning set forth in the Regulatory Agreement.

Covenants Running with the Land

The Borrowers declares that the Property and every part of it is and shall be owned (legally and beneficially), leased, or otherwise conveyed, transferred, developed, constructed, rehabilitated, improved, built upon, occupied, or otherwise used, subject to the Restrictive Covenants. The Restrictive Covenants shall run with the Property and every part of it for all purposes and shall be binding upon the Borrowers and all property owners, tenants, licensees, occupants, and their successors in interest with respect to the Property and shall inure to the benefit of the Borrowers and the Administration and their respective successors and assigns.

Rental Requirement

All of the Dwelling Units in the Project shall be rented or made available for rental on a continuous basis to members of the general public.

Unless approved by the Administration and to the extent permitted under applicable laws, rules and/or regulations, the Borrowers shall not give preference in renting Dwelling Units in the Project to any particular class or group of persons, other than Lower-Income Tenants as provided in the Regulatory Agreement.

The Borrowers shall not refuse to lease any Unit in the Project to a prospective tenant who is a holder of a voucher or certificate of eligibility under Section 8 solely on the basis of the prospective tenant's status as a holder of such voucher or certificate.

None of the Dwelling Units shall at any time be utilized on a transient basis, provided that a single room occupancy Unit shall not be treated as used on a transient basis merely because it is rented on a month-by-month basis; none of the Dwelling Units shall ever be leased or rented for a period of less than 30 days; and neither the Project nor any portion thereof shall ever be used as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, sanitarium, nursing home, rest home, or trailer court or park. None of the occupants of such Units shall be provided services customarily found in hotels such as room service for food and beverages, maid service, furnishing and laundering of linens or valet service, and the Borrowers shall not provide continued or frequent nursing, medical or psychiatric services to residents of the Project.

No part of the Project shall at any time be owned or used by a cooperative housing corporation unless otherwise approved in writing by Bond Counsel.

The Project shall not include a Unit in a building unless all Units in such building are included in the Project.

The Project shall consist of one or more discrete edifices and other man-made construction, each consisting of an independent foundation, outer walls and roof, all of which are: (i) owned by the same person for federal tax purposes;

and (ii) financed by the Loan or otherwise pursuant to a common plan of finance. The Project shall be located on (i) a common tract of land, (ii) two or more tracts of land which are contiguous except for being separated only by a road, street or stream or similar property, or (iii) two or more tracts of land whose boundaries meet at one or more points.

The Project shall consist entirely of: Dwelling Units and facilities functionally related and subordinate in purpose and size to property described above, e.g. parking areas, swimming pool, exercise room, and other recreational facilities reasonably required for the Project, heating and cooling equipment, trash disposal equipment, or Units for resident managers or maintenance personnel.

The Borrowers shall not convert the Project to condominium ownership.

Except as provided in the next sentence of this paragraph, no Dwelling Unit in the Project shall be occupied by a Borrower at any time unless the Borrower resides in a Dwelling Unit in a building or structure which contains at least five Dwelling Units. A reasonable number of Dwelling Units in the Project may be occupied by employees of the Borrowers who are a resident manager or other necessary employee (e.g., maintenance and security personnel), and such units will not be taken into account in determining whether the low income occupancy requirement has been satisfied.

Lower Income Tenants and Occupancy Requirements

The Borrowers represent, covenant, and agree in the Regulatory Agreement that they shall comply with the following occupancy requirements:

(a) At all times during the Qualified Project Period and, if longer, for such additional period as the Loan remains outstanding, the Lower-Income Tenant Occupancy Requirement shall be met. The Borrowers acknowledge, covenant and agree that for the purposes of applying the Lower-Income Tenant Occupancy Requirement, the Project shall be treated as a separate Qualified Residential Rental Project.

(b) For the purpose of satisfying the covenant in paragraph (a) above, a residential Unit in the Project shall be treated as "occupied" if it was previously rented to and occupied by a Lower-Income Tenant and is being held vacant and available for rental to a Lower-Income Tenant. When such a Unit is re-occupied (other than for a temporary period of not more than 31 days), the character of the Unit shall be redetermined.

(c) For purposes of satisfying the covenant in paragraph (a) above, the determination of Annual Income will be made both prior to occupancy and on a continuing basis. Increases in a Lower-Income Tenant's Annual Income up to 140% of the applicable limit (adjusted for family size) will not result in disqualification as a Lower Income Tenant. In the event that a Lower-Income Tenant's Annual Income, determined as of the most recent Annual Income Certification as described in paragraph (e) below, increases to a level more than 140% of the then applicable limit (or if a Lower-Income Tenant's family size decreases so that its Annual Income becomes more than 140% of the then applicable limit adjusted for family size), and before the next Annual Income Certification, each Unit of a comparable or smaller size in the Project (or in the same building if tax credits under Section 42 of the Code are allowed with respect to the Project) that subsequently becomes available is not rented to a Lower-Income Tenant, that Lower-Income Tenant may no longer be counted among the 40% of Units that satisfy the Lower-Income Tenant Occupancy Requirement.

(d) Within 30 days after the dates on which at least ten percent and 50 percent, respectively, of the Dwelling Units in the Project are first occupied following issuance of the Bonds and the closing of the Loan, the Borrowers shall prepare and submit to the Administration a certificate (which may be in the form attached as Exhibit B to the Regulatory Agreement) in recordable form identifying such date (which may be the date of issuance of the Bonds) for purposes of the calculation of the commencement and termination of the Qualified Project Period, as applicable.

(e) The Borrowers shall obtain and maintain on file Annual Income Certifications from each Lower-Income Tenant in the form and containing such information as may be required by the Code. The first such Annual Income Certification shall be dated not later than either (i) in the case of a tenant who initially executes his/her lease after the date of issuance of the Bonds, the date of execution of the lease, or (ii) in the case of a tenant who was residing in a residential unit on the date of issuance of the Bonds, the date that is no later than one year after the date of issuance of the Bonds. Subsequent Annual Income Certifications for existing tenants shall be dated no earlier than 30 days prior to the anniversary date of initial occupancy. Photocopies of each Annual Income Certification for each new Lower-Income

Tenant shall be submitted to the Administration as requested by the Administration, which may be as often as may be necessary, in the opinion of Bond Counsel, to comply with applicable provisions of the Code.

(f) The Borrowers shall maintain complete and accurate records pertaining to the Dwelling Units occupied or to be occupied by Lower-Income Tenants, and permit any duly authorized representative of the Administration, the United States Department of the Treasury or the Internal Revenue Service to inspect the books and records of the Borrowers pertaining to the certifications of Annual Income of Lower-Income Tenants residing in the Project upon reasonable notice and at reasonable times.

(g) The Borrowers shall immediately notify the Administration if at any time the Dwelling Units in the Project are not occupied or available for occupancy as provided in paragraph (a) above.

(h) The Borrowers shall prepare and submit to the Administration a certificate executed by the Borrowers stating, among other matters, the number of Dwelling Units of the Project which, as of the first day of such year, were occupied by Lower-Income Tenants or were vacant and held available for rental to Lower-Income Tenants as provided in paragraph (b) above, and stating that the Lower Income Tenant Occupancy Requirement has been met. Such certificate shall be submitted annually on a date determined by the Administration for each calendar year following issuance of the Bonds.

Annual Certification

The Borrowers shall submit to the Secretary of the United States Treasury Department, at such time and in such manner as the Secretary of the Treasury may prescribe, an annual certification as to whether the Project continues to meet the requirements of Section 142(d) of the Code.

Duration and Termination

(a) Unless terminated sooner in accordance with the provisions of paragraphs (b) or (c) below, the Restrictive Covenants shall continue and remain in full force and effect at all times with respect to the Project and each part of it, now or hereafter made subject to the Restrictive Covenants, until the expiration of the Qualified Project Period or so long as the Loan is outstanding, whichever is longer, it being expressly agreed and understood that the provisions hereof may survive the repayment in full of the Loan, if such repayment occurs prior to the termination of the Qualified Project Period.

(b) The Regulatory Agreement, or any provisions of it, or any of the Restrictive Covenants, may be terminated, extended, modified, or amended upon an amendment to or modification of applicable provisions of the Code relating to the exclusion of the interest on the Bonds from gross income for federal income tax purposes, provided the Administration obtains an opinion of Bond Counsel to the effect that upon such termination, extension, modification, or amendment, interest on the Bonds shall remain excludable from gross income for federal income tax purposes. Any such termination, extension, modification, or amendment shall be in writing and shall be effective only after execution by the Administration and the Borrowers, and recordation among the land records of the county in which the Property is located. For purposes of execution of the instrument evidencing such termination, extension, modification or amendment, the Borrowers irrevocably appoints the Administration its attorney-in-fact, with full power and authority to execute all documents and do all acts necessary or desirable to give effect to such termination, extension, modification, or amendment.

(c) Notwithstanding any provisions of paragraphs (a) or (b) above to the contrary, the Regulatory Agreement and the Restrictive Covenants shall automatically terminate in the event of involuntary noncompliance caused by fire, seizure, requisition, foreclosure, transfer of title by deed in lieu of foreclosure, change in a federal law or an action of a federal administration after the date hereof which prevents compliance with the covenants expressed in the Regulatory Agreement, or condemnation or similar event, but only if, within a reasonable period, as determined by Bond Counsel, either (i) an allocable portion of the Bonds are redeemed and paid in full, or (ii) amounts received as a consequence of such event are used to provide a project which meets and is subject to the requirements of Section 142(d) of the Code and of Treasury Regulation Section 1.103-8(b), as amended; provided, however, that the restrictions thereof shall nevertheless apply to the Project if, at any time during that part of the Qualified Project Period subsequent to any involuntary event as described in this paragraph, the Borrowers or a "related party" (as that term is defined in Treasury

Regulation Section 1.150-1(b), as amended) obtains an ownership interest in the Project for tax purposes. This provision may be waived or amended if Bond Counsel issues an opinion to the Administration and the Trustee to the effect that notwithstanding or as a result of an amendment to or waiver of this provision, interest on the Bonds will remain excludable from gross income for federal income tax purposes.

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APPENDIX F

BOOK-ENTRY SYSTEM

The information in this section concerning DTC and DTC's book-entry system has been obtained from sources that the Administration and the Borrowers believe to be reliable, but neither the Administration, the Underwriters nor the Borrowers take responsibility for the accuracy thereof.

The Depository Trust Company (“DTC”), New York, New York will act as securities depository for the Bonds. The 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 bond will be issued for each maturity of the Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Trustee.

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

Purchases of Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Bonds on DTC's records. The ownership interest of each actual purchaser of each Bond (as used in this APPENDIX F, 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 the bonds are to be accomplished by entries made on the records of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in bonds, except in the event that use of the book-entry system for the bonds is discontinued.

To facilitate subsequent transfers, all 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 Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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

Beneficial Owners of Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the transaction documents. For example, Beneficial Owners of Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Bonds within a maturity are being redeemed, the amount of the interest of each Direct Participant in such issue to be redeemed shall be determined on a pro rata basis in accordance with the “Pro Rata Pass Through Distributions of Principal” procedures of DTC.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Administration 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 Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Administration, 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 or its nominee, or the Administration, 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 the Administration, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as depository with respect to the Bonds at any time by giving reasonable notice to the Administration. Under such circumstances, in the event that a successor depository is not obtained, bonds are required to be printed and delivered.

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

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

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APPENDIX G

FORM OF CONTINUING DISCLOSURE AGREEMENT

[\$7,115,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Ellicott City II)
Series 2021 C-1 (MTEBS)

[\$9,505,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Furnace Branch)
Series 2021 D-1 (MTEBS)

[\$7,750,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Snowden River)
Series 2021 E-1 (MTEBS)

\$1,485,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Ellicott City II)
Series 2021 C-2 (Cash Collateralized)]

\$405,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Furnace Branch)
Series 2021 D-2 (Cash Collateralized)]

\$790,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Snowden River)
Series 2021 E-2 (Cash Collateralized)]

This Continuing Disclosure Agreement, dated as of October 1, 2021 (this “**Continuing Disclosure Agreement**”), is executed and delivered by _____, a Maryland limited liability company (the “**Borrower**”), and Wilmington Trust, National Association, as dissemination agent (the “**Dissemination Agent**”). The above-captioned bonds (the “**Bonds**”) are being issued pursuant to a Trust Indenture, dated as of October 1, 2021 (the “**Indenture**”), between the Community Development Administration, Maryland Department of Housing and Community Development (the “**Administration**”) and Wilmington Trust, National Association (the “**Trustee**”). Pursuant to the Indenture and the Financing Agreement, dated as of October 1, 2021, among the Administration, the Trustee and the Borrower (the “**Financing Agreement**”), the Dissemination Agent and the Borrower covenant and agree as follows:

Section 1. Purpose of the Continuing Disclosure Agreement. This Continuing Disclosure Agreement is being executed and delivered by the Borrower and the Dissemination Agent for the benefit of the holders of the Bonds and in order to assist the Participating Underwriter in complying with the Rule (defined below). The Borrower and the Dissemination Agent acknowledge that the Administration has undertaken no responsibility with respect to any reports, notices or disclosures provided or required under this Continuing Disclosure Agreement and has no liability to any person, including any holder of the Bonds or Beneficial Owner, with respect to any such reports, notices or disclosures.

Section 2. Definitions. In addition to the definitions set forth in the Indenture, which apply to any capitalized term used in this Continuing Disclosure Agreement unless otherwise defined in this Section, the following capitalized terms shall have the following meanings:

“*Annual Report*” shall mean any Annual Report provided by the Borrower pursuant to, and as described in, Sections 3 and 4 of this Continuing Disclosure Agreement.

“*Audited Financial Statements*” means, in the case of the Borrower, the annual audited financial statements prepared in accordance with generally accepted accounting principles, if any.

“*Beneficial Owner*” shall mean any person which (a) has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any Bonds (including persons holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bonds for federal income tax purposes.

“*Disclosure Representative*” shall mean the administrator of the Project or his or her designee, or such other person as the Borrower shall designate in writing to the Dissemination Agent from time to time.

“*Dissemination Agent*” shall mean Wilmington Trust, National Association, acting in its capacity as Dissemination Agent hereunder, or any successor Dissemination Agent designated in writing by the Borrower and which has filed with the Trustee a written acceptance of such designation.

“*Listed Events*” shall mean any of the events listed in Section 5(a) of this Continuing Disclosure Agreement.

“*MSRB*” means the Municipal Securities Rulemaking Board established pursuant to Section 15B(b)(1) of the Securities Exchange Act of 1934. All documents provided to the MSRB shall be in an electronic format and accompanied by identifying information, as prescribed by the MSRB. Initially, all document submissions to the MSRB pursuant to this Continuing Disclosure Agreement shall use the MSRB’s Electronic Municipal Market Access (EMMA) system at www.emma.msrb.org.

“*Participating Underwriter*” means Wells Fargo Bank, National Association, Jefferies LLC, and/or their respective successors and assigns.

“*Rule*” means Rule 15c2-12(b)(5) adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as the same may be amended from time to time.

Section 3. Provision of Annual Reports. (a) The Borrower will, or will cause the Dissemination Agent to, not later than 180 days following the end of the Borrower’s fiscal year, commencing with the fiscal year ending on December 31, 2022, provide to the MSRB an Annual Report which is consistent with the requirements described below. No later than 15 Business Days prior to said date, the Borrower will provide the Annual Report to the Dissemination Agent and the Trustee (if the Trustee is not the Dissemination Agent). In each case, the Annual Report may be submitted as a single document or as separate documents comprising a package and may cross reference other information, provided that the audited financial statements for the prior calendar year of the Borrower may be submitted separately from the balance of the Annual Report.

(b) If by 15 Business Days prior to the date specified in subsection (a) for providing the Annual Report to the MSRB, the Dissemination Agent has not received a copy of the Annual Report, the Dissemination Agent will contact the Disclosure Representative to determine if the Borrower is in compliance with subsection (a).

(c) If the Dissemination Agent is unable to verify that an Annual Report has been provided to the MSRB by the date required in subsection (a), the Dissemination Agent will send promptly a notice to the MSRB in substantially the form attached as Exhibit B to this Continuing Disclosure Agreement.

(d) The Dissemination Agent will send a notice to the Borrower and (if the Dissemination Agent is not the Trustee) the Trustee certifying that the Annual Report has been provided pursuant to this Continuing Disclosure Agreement, stating the date it was provided.

Section 4. Content of Annual Reports. The Borrower’s Annual Report will contain or incorporate by reference the following:

(a) Financial information with respect to the Project, provided at least annually, of the type included in Exhibit A hereto, which Annual Report may, but is not required to, include Audited Financial Statements. If the Borrower’s Audited Financial Statements are not available by the time the Annual Report is required to be filed, the Annual Report will contain unaudited financial statements in a format similar to the form of the Borrower’s Audited Financial Statements, and the Audited Financial Statements will be filed in the same manner as the Annual Report when and if they become available; and

(b) Tables setting forth the following information as of the end of such fiscal year:

(i) The original aggregate principal amount of the Bonds and the aggregate principal amount of the Bonds remaining Outstanding; and

(ii) With respect to the MBS relating to the Bonds, the MBS pool number, the MBS CUSIP number, the original principal amount and the principal amount outstanding of the MBS.

Any or all of the items listed above may be incorporated by reference from other documents, including official statements of debt issues with respect to which the Borrower is an “Obligated Person” (as defined by the Rule), which

have been filed with the MSRB. The Borrower will clearly identify each such other document so incorporated by reference.

Each annual report submitted hereunder shall be in readable portable document format (“PDF”) or other acceptable electronic form.

Section 5. Reporting of Listed Events. (a) This Section 5 shall govern the giving of notices of the occurrence of any of the following events (each, a “Listed Event”):

- (i) Principal and interest payment delinquencies;
- (ii) Non-payment related defaults, if material;
- (iii) Unscheduled draws on debt service reserves reflecting financial difficulty;
- (iv) Unscheduled draws on credit enhancements reflecting financial difficulty;
- (v) Substitution of credit or liquidity providers, or their failure to perform;
- (vi) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;
- (vii) Modifications to rights of holders of the Bonds, if material;
- (viii) Bond calls, if material, and tender offers;
- (ix) Defeasances;
- (x) Release, substitution or sale of property securing repayment of the Bonds, if material;
- (xi) Rating changes;
- (xii) Bankruptcy, insolvency, receivership or similar event of the Borrower. For purposes of this clause (xii), any such event shall be considered to have occurred when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the Borrower 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 Borrower, 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 Borrower;
- (xiii) The consummation of a merger, consolidation, or acquisition involving the Borrower or the sale of all or substantially all of the assets of the Borrower, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and
- (xiv) Appointment of a successor or additional trustee or paying agent or the change of the name of a trustee or paying agent, if material;
- (xv) Incurrence of a financial obligation of the Borrower, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Borrower, any of which affect security holders, if material;

(xvi) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Borrower, any of which reflect financial difficulties; and

(xvii) Delivery of the MBS and/or the Pool Number from Fannie Mae and any extension of the MBS Delivery Date Deadline.

For purposes of clauses (xv) and (xvi) of this Section 5(a), “financial obligation” is as contemplated by Exchange Act Release No. 34-83885; File No. S7-01-17 (the “**Adopting Release**”).

(b) The Dissemination Agent shall, within three (3) Business Days of obtaining actual knowledge of the occurrence of any potential Listed Event, pursuant to subsection (c) of this Section 5 or otherwise, provide the Disclosure Representative with notice (by email). While the Dissemination Agent is also the Trustee, the Dissemination Agent shall be deemed to have actual knowledge of those items listed in clauses (i), (iii) (solely with respect to funds held by the Trustee), (iv) (solely with respect to credit enhancements for which the Trustee is the beneficiary), (v) (solely with respect to credit or liquidity facilities of which the Trustee is the beneficiary) above, (vii), (viii), (ix) and (xiv) above without the Dissemination Agent having received written notice of such event. While the Dissemination Agent is not also the Trustee, the Dissemination Agent shall not be deemed to have actual knowledge of any items listed in clauses (i) - (xiv) above without the Dissemination Agent's having received written notice of such event. For purposes of providing notice to the Disclosure Representative, the Dissemination Agent shall assume that the unscheduled draws described in clauses (iii) and (iv) reflect financial difficulty.

(c) Whenever the Borrower obtains knowledge of the occurrence of a potential Listed Event, the Borrower shall, within five (5) Business Days of obtaining such knowledge and in any event no more than eight (8) Business Days after the occurrence of such event, determine if such event is in fact a Listed Event that is required by the Rule to be disclosed and provide the Dissemination Agent with notice and instructions pursuant to subsections (d) below.

(d) If the Borrower has determined that a Listed Event is required to be disclosed then the Borrower shall prepare a written notice describing the Listed Event and provide the same to the Dissemination Agent along with instructions to file the same pursuant to subsection (e) below.

(e) If the Dissemination Agent has been provided with a written notice describing a Listed Event pursuant to subsection (c) of this Section 5 or otherwise, and is instructed by the Borrower to report the occurrence of such Listed Event, the Dissemination Agent shall, within two (2) Business Days of its receipt of such written notice and in any event, provided the Borrower has timely provided notice pursuant to subsection (c) of this Section 5, no more than ten (10) Business Days after the occurrence of the Listed Event, file the notice with the MSRB and send a copy to the Borrower.

Section 6. Amendment; Waiver. Notwithstanding any other provision of this Continuing Disclosure Agreement, the Borrower and the Dissemination Agent may amend this Continuing Disclosure Agreement (and the Dissemination Agent will agree to any amendment so requested by the Borrower unless such amendment adversely affects its rights, duties, protections, immunities, indemnities or standard of care, as determined by the Dissemination Agent) and any provision of this Continuing Disclosure Agreement may be waived, provided that the following conditions are satisfied:

(a) If the amendment or waiver relates to the provisions described under paragraph (a) under “Provision of Annual Reports,” “Contents of Annual Reports” or paragraph (a) under “Reporting of Listed Events,” it 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 an Obligated Person (as defined in the Rule) with respect to the Bonds or the type of business conducted;

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

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

In the event of any amendment or waiver of a provision of this Continuing Disclosure Agreement, the Borrower will describe such amendment in the next Annual Report and will include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information being presented by the Borrower. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change will be given in the same manner as for a Listed Event under Section 5(f) hereof and (ii) the Annual Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Section 7. Default. In the event of a failure of the Borrower or the Dissemination Agent to comply with any provision of this Continuing Disclosure Agreement, and such failure to comply continues beyond a period of thirty (30) days following written notice to the Borrower and the Dissemination Agent, the Borrower or any Holder or Beneficial Owner of the Bonds may take such actions as may be necessary and appropriate, including seeking, or specific performance by court order, to cause the Borrower or the Dissemination Agent, as the case may be, to comply with its obligations under this Continuing Disclosure Agreement. A default under this Continuing Disclosure Agreement will not be deemed an Event of Default under the Indenture or the Financing Agreement, and the sole remedy under this Continuing Disclosure Agreement in the event of any failure of the Borrower or the Dissemination Agent to comply with this Continuing Disclosure Agreement will be an action to compel performance.

Section 8. Beneficiaries. This Continuing Disclosure Agreement will inure solely to the benefit of the Borrower, the Dissemination Agent, the Trustee, the Participating Underwriter and Holders from time to time of the Bonds and will create no rights in any other person or entity.

Section 9. Additional Information. Nothing in this Continuing Disclosure Agreement shall be deemed to prevent the Borrower from disseminating any other information, using the means of dissemination set forth in this Continuing Disclosure Agreement or any other means of communication, or including any other information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is required by this Continuing Disclosure Agreement. If the Borrower chooses to include any information in any Annual Report or notice of occurrence of a Listed Event, in addition to that which is specifically required by this Continuing Disclosure Agreement, the Borrower shall have no obligation under this Continuing Disclosure Agreement to update such information or include it in any future Annual Report or notice of occurrence of a Listed Event.

Section 10. Duties, Immunities and Liabilities of Dissemination Agent.

(a) The Dissemination Agent shall have only such duties as are specifically set forth in this Continuing Disclosure Agreement. The Dissemination Agent's obligation to deliver the information at the times and with the contents described herein shall be limited to the extent the Borrower has provided such information to the Dissemination Agent as required by this Continuing Disclosure Agreement. The Dissemination Agent shall have no duty with respect to the content of any disclosures or notice made pursuant to the terms hereof. The Dissemination Agent shall have no duty or obligation to review or verify any information, disclosures or notices provided to it by the Borrower and shall not be deemed to be acting in any fiduciary capacity for the Administration, the Holders of the Bonds or any other party. The Dissemination Agent shall have no responsibility for the Borrower's failure to report to the Dissemination Agent a Notice Event or a duty to determine the materiality thereof. The Dissemination Agent shall have no duty to determine, or liability for failing to determine, whether the Borrower has complied with this Continuing Disclosure Agreement. The Dissemination Agent may conclusively rely upon Certifications of the Borrower at all times.

The obligations of the Borrower under this Section shall survive resignation or removal of the Dissemination Agent and defeasance, redemption or payment of the Bonds.

(b) The Dissemination Agent may, from time to time, consult with legal counsel (either in-house or external) of its own choosing in the event of any disagreement or controversy, or question or doubt as to the construction of any of the provisions hereof or its respective duties hereunder, and shall not incur any liability and shall be fully protected in acting in good faith upon the advice of such legal counsel. The reasonable fees and expenses of such counsel shall be payable by the Borrower.

(c) All documents, reports, notices, statements, information and other materials provided to the MSRB under this Agreement shall be provided in an electronic format and accompanied by identifying information as prescribed by the MSRB.

Section 11. Notices. All notices, requests, demands or other communications to or upon the respective parties hereto shall be deemed to have been duly given or made when delivered personally or by mail (including electronic mail) to the party to which such notice, request, demand or other communication is required or permitted to be given or made under this Continuing Disclosure Agreement and addressed as set forth below (provided notice to the Dissemination Agent shall be deemed given upon receipt):

If to the Borrower:

[NOTICE INFORMATION]

If to the Dissemination Agent:

[NOTICE INFORMATION]

Section 12. Governing Law. This Continuing Disclosure Agreement shall be governed by the laws of the State of Maryland.

Section 13. Termination of this Continuing Disclosure Agreement. The Borrower or the Dissemination Agent may terminate this Continuing Disclosure Agreement by giving written notice to the other party at least 30 days prior to such termination. The Dissemination Agent shall be fully discharged at the time any such termination is effective. The Borrower' and the Dissemination Agent's obligations under this Continuing Disclosure Agreement shall terminate upon the legal defeasance, prior redemption or payment in full of all of the Bonds. If such termination occurs prior to the final maturity of the Bonds, the Borrower shall give notice of such termination in a filing with the MSRB.

Section 14. Counterparts. This Continuing Disclosure Agreement may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have caused this Continuing Disclosure Agreement to be executed by their duly authorized representatives as of the date set forth above.

[BORROWER SIGNATURE BLOCK]

[Signatures continue on following page]

[Dissemination Agent's Signature Page to Continuing Disclosure
Agreement]

Wilmington Trust, National Association,
as Dissemination Agent

By:

EXHIBIT A

ANNUAL REPORT

[\$7,115,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Ellicott City II)
Series 2021 C-1 (MTEBS)

\$1,485,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Ellicott City II)
Series 2021 C-2 (Cash Collateralized)]

[\$9,505,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Furnace Branch)
Series 2021 D-1 (MTEBS)

\$405,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Furnace Branch)
Series 2021 D-2 (Cash Collateralized)]

[\$7,750,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Snowden River)
Series 2021 E-1 (MTEBS)

\$790,000
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Snowden River)
Series 2021 E-2 (Cash Collateralized)]

CUSIP:

Annual report for the period ending December 31, _____

THE PROJECT

Name of the Project:	
Address:	
Number of Units:	

INFORMATION ON THE BONDS AND THE MBS

Original principal amount of Bonds:	
Outstanding principal amount of Bonds:	
MBS Pool Number:	
MBS CUSIP Number:	
Original principal amount of the MBS:	
Outstanding principal amount of the MBS:	

OPERATING HISTORY OF THE PROJECT

The tables set forth below offer a summary of the operating results of the Project for fiscal year ended December 31, _____, as derived from the Borrower' audited financial statements [or unaudited financial statements].

Financial Results for	
Revenues	
Operating Expenses ¹	
Net Operating Income	
Debt Service on the Bonds	
Net Income (Loss)	
Debt Service Coverage Ratio	

¹ Excludes depreciation and other non-cash expenses.

Occupancy Results for	
Physical Occupancy	%
Economic Occupancy ¹	%

¹The physical occupancy rate is the proportion of units that are occupied or leased by tenants. The economic occupancy rate is the proportion of the gross potential rent that is actually collected. As such, the economic occupancy takes into consideration items such as model units, employee units, discounted units, rent incentives, loss to lease and bad debt expense.

EXHIBIT B
NOTICE OF FAILURE TO
FILE ANNUAL DISCLOSURE REPORT

Name of Issuer: Community Development Administration

Name of Issue: [Multifamily Development Revenue Bonds (Sustainability Bonds) ([Park View at Ellicott City][Park View at Furnace Branch][Park View at Snowden River])), Series 2021 [C-1][D-1][E-1] (MTEBS)]

[Multifamily Development Revenue Bonds (Sustainability Bonds) ([Park View at Ellicott City][Park View at Furnace Branch][Park View at Snowden River]) Series 2021 [C-2][D-2][E-2] (Cash Collateralized)]

Name of Borrower:

CUSIP:

Date of Issuance:

NOTICE IS HEREBY GIVEN that the above-referenced borrower (the “**Borrower**”) has not provided an Annual Report with respect to the above-named Bonds as required by its Continuing Disclosure Agreement. The undersigned has been informed by the Borrower that it anticipates that Annual Report will be filed by _____.

DATED:

[Dissemination Agent Signature Block]

cc: Borrower

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APPENDIX H

THE PRIVATE PARTICIPANTS, THE PROJECTS AND THE TERM SHEETS

PART I – PARK VIEW AT ELLICOTT CITY II

The Private Participants

The following information concerning Park View at Ellicott City II, the Ellicott City II Borrower and the related private participants has been provided by representatives of the private participants and has not been independently confirmed or verified by the Administration or the Underwriters. No representation is made by the Administration or the Underwriters as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Ellicott City II Borrower

The borrower is RF Ellicott City II, LLC, a Maryland limited liability company (the “**Ellicott City II Borrower**”). The Ellicott City II Borrower is a single-purpose entity formed to acquire, rehabilitate and operate Park View at Ellicott City II. The Ellicott City II Borrower's non-member manager is EHI PV 2021 Portfolio GP, LLC, a Maryland limited liability company (the “**Non-Member Manager**”). The Ellicott City II Borrower's sole member is Park View 2021 Portfolio, LP, a Maryland limited partnership (the “**Ellicott City II Sole Member**”).

The Ellicott City II Borrower has not acquired and does not intend to acquire any substantial assets or engage in any substantial business activities other than those related to Park View at Ellicott City II. However, affiliates of the Ellicott City II Borrower may engage in the acquisition, development, ownership and management of other similar types of projects that may be competitive with Park View at Ellicott City II.

The Ellicott City II Developer

Enterprise Community Development, Inc. (formerly known as Enterprise Homes, Inc.), a Maryland non-stock corporation (the “**Ellicott City II Developer**”), will act as the developer for Park View at Ellicott City II. The Ellicott City II Developer is highly experienced in all facets of affordable housing and more specifically in the preservation and improvement of existing housing.

Tax Credit Investor

Simultaneously with the issuance of the Bonds, the Ellicott City II Borrower and the Ellicott City II Sole Member expect to admit Enterprise Housing Partners XXXIV Limited Partnership, Maryland limited partnership, as limited partner (the “**Tax Credit Investor**”) of the Ellicott City II Sole Member with a 99.99% ownership interest therein. The funding of the federal low-income housing tax credit equity by the Tax Credit Investor is expected to total the amounts described below in this APPENDIX H under “The Project – Park View at Ellicott City II – The Tax Credit Equity.” The funding levels and the timing of the funding are subject to numerous adjustments and conditions that could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above, and no representation is made as to the availability of such funds.

Limited Assets and Obligation of the Ellicott City II Borrower, Non-Member Manager and Tax Credit Investor

The Ellicott City II Borrower has no substantial assets other than Park View at Ellicott City II and does not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of Park View at Ellicott City II. However, the member(s) of the Non-Member Manager, the Tax Credit Investor, and their affiliates are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners or otherwise, and devote substantial times to, business and activities that may be inconsistent or competitive with the interests of Park View at Ellicott City II.

The Ellicott City II Borrower and the Ellicott City II Sole Member and its partners will not be personally liable for payments on the Note, the payments on which are to be applied to pay the principal of and interest on the Bonds; nor will the Ellicott City II Borrower be personally liable under the other documents executed in connection with the issuance of the Bonds and the making of the Loan. Furthermore, no representation is made that the Ellicott City II Borrower will

have substantial funds available for Park View at Ellicott City II. Accordingly, neither the Ellicott City II Borrower's financial statements nor those of its partners are included in this Official Statement.

The Architect

The Architect is Moseley Architects (the “**Architect**”). The Architect is not an affiliate of the Ellicott City II Developer. Based out of Richmond, Virginia, with an office in Baltimore, Maryland, the Architect was formed and commenced business in 1969 and demonstrates considerable affordable, LIHTC, HUD and senior housing experience. The Architect has designed the new construction or renovation of many civic and commercial projects, including affordable multifamily family and senior housing. The Architect's clients include community groups, educational institutions and nonprofit organizations whose patronage accounts for a significant percentage of the projects in their portfolio.

The General Contractor

The general contractor for the project is Harkins Builders, Inc. (the “**General Contractor**”). The General Contractor is not an affiliate of the Ellicott City II Developer. Based out of Columbia, Maryland, the General Contractor was formed and commenced business in 1965 and is a Maryland-licensed contractor. Since inception, the General Contractor has constructed or rehabilitated 65 affordable communities with contracts totaling over \$910,000,000 over last five years.

The Property Manager

Enterprise Residential, LLC, a Maryland limited liability company (the “**Property Manager**”), will manage Park View at Ellicott City II following the acquisition of Park View at Ellicott City II by the Ellicott City II Borrower. The Property Manager is an affiliate of the Ellicott City II Developer. Based out of Baltimore, Maryland, the Property Manager was formed with former corporate and on-site staff of Shelter Property Management Company (“**Shelter**”) and commenced business in 2017. The Property Manager presently manages over 10,000 affordable housing units across more than 100 affordable and market rate communities. The Property Manager has 4 years of experience (plus 25 years of experience inherited from Shelter) managing affordable housing supported by various federal, state and local subsidies including HUD, tax-exempt obligations and federal low-income housing tax credits (“**LIHTCs**”).

The Project – Park View at Ellicott City II

The following information concerning Park View at Ellicott City II has been provided by representatives of the Ellicott City II Borrower and has not been independently confirmed or verified by the Administration or the Underwriters. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof

Park View at Ellicott City II is located in Ellicott City, Howard County, Maryland, on an approximately 2.53-acre site. Park View at Ellicott City II contains 91 senior apartment units located in one building. Rehabilitation of Park View at Ellicott City II is anticipated to commence in October 2021 and be completed approximately 7 months later. The unit mix of Park View at Ellicott City II is as follows:

<u>Unit Type</u>	<u>Number</u>	<u>Approximate Square Feet</u>
1 BD	79	616
2 BD	12	866
Total:	91	

Plan of Financing

The estimated sources and uses for Park View at Ellicott City II are projected to be approximately as follows:

Sources of Funds

Series C-1 Bonds (MTEBs)	\$7,115,000
Series C-2 Bonds (Short Term Bonds)	1,485,000
Tax Credit Equity	5,632,000
RHW	2,500,000
CDA ERHP Assumption	953,539
MEEHA EmPOWER	221,514
Deferred Developer Fee	750,000
FNMA Rebate	53,362
Interim Income	283,390
Sponsor Loans	797,134
Purchased Reserves	<u>68,250</u>

Total	<u>\$19,858,189</u>
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Uses of Funds

Acquisition	\$10,385,838
Rehabilitation	3,416,943
Hard Cost Contingency	341,694
Developer Fee	1,774,966
Soft Costs	543,869
Financing Costs	1,128,285
Tax Credit & Syndication Costs	130,469
Reserves	620,845
Lag Deposit	24,072
Series C-2 Bond Interest	6,208
Retire Series C-2 Bonds (Short Term Bonds)	<u>1,485,000</u>

Total	<u>\$19,858,189</u>
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All costs of issuing the Ellicott City II Bonds, including the Underwriters' fee, will be paid by the Ellicott City II Borrower.

The Ellicott City II Borrower expects to utilize the following sources to finance the acquisition and rehabilitation of Park View at Ellicott City II.

The Ellicott City II Mortgage Loan and the Series C-1 Bonds. The Ellicott City II Borrower will obtain a mortgage loan (the “**Ellicott City II Mortgage Loan**”) from Bellwether Enterprise Mortgage Investments, LLC (the “**Lender**”). The obligation to repay the Ellicott City II Mortgage Loan will be set forth in a promissory note (the “**Ellicott City II Mortgage Note**”) from the Ellicott City II Borrower to the Lender, which Ellicott City II Mortgage Note will have a loan term, will bear interest at the rate and will amortize over the period set forth in the Term Sheet under “Term Sheet – Park View at Ellicott City II” below (the “**Ellicott City II Term Sheet**”). The principal amount of the Series C-1 Bonds will be equal to the principal amount of the Ellicott City II Mortgage Loan. Following the MBS Delivery Date set forth in the Park View at Ellicott City II Term Sheet, payments on the Series C-1 Bonds will be payable by the Trustee from payments received by the Trustee under the related MBS.

The Series C-2 Bonds. The Ellicott City II Borrower will obtain a short-term, unsecured loan from the Administration in the amount of \$1,485,000 (the “**Ellicott City Short Term Loan**”) to be funded from the proceeds of the Series C-2 Bonds. As consideration for the Ellicott City Short Term Loan, the Ellicott City II Borrower will cause to be delivered to the Trustee Eligible Investments and Eligible Funds sufficient, without need for reinvestment, to pay all of the interest and principal on the Series C-2 Bonds when due.

The RHW Loan. The Ellicott City II Borrower will obtain a loan in the amount of \$2,500,000 from the Administration financed with funding appropriated under the Rental Housing Works initiative through the Maryland Legislature's annual Budget Bill and Consolidated Capital Bond Loan Bill.

The CDA ERHP Assumption. In connection with the acquisition of Park View at Ellicott City II, the Ellicott City II Borrower will assume a loan in the amount of \$953,539 originally financed under the Administration's Elderly Rental Housing Program ("ERHP") and in accordance with the Administration's Rental Housing Program, successor to ERHP.

The MEEHA EmPOWER Loan. The Ellicott City II Borrower will obtain a loan in the amount of \$221,514 from the Administration, financed with funding available under the Department's MEEHA-EMPOWER Program. The proceeds of the MEEHA-EmPOWER loan will be used to finance costs for energy efficiency or renewable energy improvements associated with the rehabilitation of the Park View at Ellicott City II.

The Tax Credit Equity. Simultaneously with the issuance of the Ellicott City II Bonds, the Ellicott City II Borrower and the Ellicott City II Sole Member expect to offer the Tax Credit Investor a 99.99% ownership interest in the Ellicott City II Sole Member. Pursuant to the sale, the funding of the Tax Credit Equity will total approximately \$5,632,000 with an initial contribution of approximately \$1,515,281, which will be funded on the Closing Date. The funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above and neither the Administration nor the Underwriters makes any representation as to the availability of such funds.

Deferred Ellicott City II Developer Fee. Park View at Ellicott City II will also utilize deferred developer fee in the amount of \$750,000 as a source of funding. The deferred developer fee will be repaid through surplus cash flow received from the operation of Park View at Ellicott City II.

Additional Sources. The Ellicott City II Borrower will also contribute interim income in the amount of \$282,390, obtain sponsor loans in the aggregate amount of \$797,134, acquire reserves in the amount of \$68,250 and receive a rebate from Fannie Mae in the amount of \$53,362.

Project Regulation

In order to obtain low-income housing tax credits, Park View at Ellicott City II will be operated as a qualified residential rental project with 100% of the residential units in Park View at Ellicott City II occupied by Qualified Tenants during the Qualified Project Period, in accordance with Section 142(d) of the Code. See APPENDIX E — "SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT" herein.

In addition to the rental restrictions imposed upon Park View at Ellicott City II by the Regulatory Agreement entered into with respect to the Bonds, Park View at Ellicott City II will be further encumbered by a tax credit restrictive covenant, to be executed by the Ellicott City II Borrower in connection with the LIHTCs anticipated to be awarded to Park View at Ellicott City II and in compliance with the requirements of Section 42 of the Code. Section 42 of the Code will restrict the income levels of 100% of the residential units in Park View at Ellicott City II (the "**Tax Credit Units**"). Forty-two (42) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 60% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 60% of AMI, adjusted for family size. Thirty-eight (38) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 50% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 50% of AMI adjusted for family size. Seven (7) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 40% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 40% of AMI adjusted for family size. Four (4) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 30% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 30% of AMI adjusted for family size.

Sustainability Bonds Designation

The Ellicott City II Borrower is expected to satisfy the Development Quality Thresholds of the Guide, including base level green and energy efficiency standards. The Ellicott City II Borrower also expects to follow and/or implement the Expected Green Building Standards and Features set forth in the following table:

[Remainder of page intentionally left blank]

Park View at Ellicott City II – Sustainability Standards

Project Name	Location (City, County, Zip Code)		Physical Structure	Units	Expected Unit Set-Aside Breakdown at or Below									LIHTC Award	Subsidy Programs and State Subordinate Financing	Expected Green Building Standards and Features
					25% AMI	30% AMI	40% AMI	50% AMI	60% AMI	80% AMI	90% AMI	100% AMI	110% AMI			
Park View at Ellicott City II	Ellicott City, Howard County, 21043-4158		1 4-story building	91		4	7	38	42					Yes	RHW ¹ ERHP ² MEEHA-EmPOWER ³	Energy Star windows and appliances, EPA Water Sense faucets and bath fixtures, high efficiency mechanical systems with programmable thermostats

¹ The RHW loan for Park View at Ellicott City II will be made from funds under the RHW initiative. See “RHW Loan” above. The RHW loan will be a subordinate loan and will be in the approximate amount of \$2,500,000 at an interest rate of 0% per annum during the construction period and 2% per annum during the permanent period, payable out of surplus cash, for a term of 40 years.

² The Ellicott City II Borrower will assume a loan in the approximate amount of \$953,539 originally financed under the Administration’s Elderly Rental Housing Program (“ERHP”) and in accordance with the Administration’s Rental Housing Program, successor to ERHP. See “CDA ERHP Assumption” above. The loan will be a subordinate loan and will accrue interest at the simple interest rate equivalent of the long term AFR in effect for the month of closing per annum and be payable out of surplus cash for a term of 40 years.

³ The MEEHA-EmPOWER loan for Park View at Ellicott City II will be made from funds under the MEEHA-EMPOWER Program. See “MEEHA-EmPOWER Loan” above. The loan will be a subordinate loan and will be in the approximate amount of \$221,514 at an interest rate of 0% per annum, with all payments deferred for 40 years or until earlier refinance, conveyance, or default.

The Term Sheet – Park View at Ellicott City II

As used in this Term Sheet, “Bond” or “Bonds” refers to the Series C-1 Bonds. This Term Sheet assumes the Ellicott City II Mortgage Loan is originated in an amount equal to the maximum amount available under the related Lender Commitment and that all the conditions to delivery of the applicable MBS have been satisfied and have not been waived or modified. See “Multifamily Schedule of Loan Information” herein.

\$7,115,000 Community Development Administration Maryland Department of Housing and Community Development Multifamily Development Revenue Bonds (Sustainability Bonds)[†] (Park View at Ellicott City II) Series 2021 C-1 (MTEBS) Closing Date: Fannie Mae Multifamily Pool Number: BS3651 Bond CUSIP: 20364NAD9	
TAX-EXEMPT BOND ISSUE INFORMATION <i>(Information provided by Administration for this Official Statement)</i>	
BOND ISSUER NAME	Community Development Administration, Maryland Department of Housing and Community Development (“Administration”)
BOND ISSUE SERIES	Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Ellicott City II), Series 2021 C-1 (MTEBS)
BOND ISSUE PAR	\$7,115,000
BOND DATED DATE	October 1, 2021
BOND MATURITY DATE	November 1, 2038
BOND ISSUE TAX STATUS	See “TAX MATTERS” in the Official Statement
BOND ISSUE CUSIP	20364NAD9
COLLATERAL FOR THE BOND ISSUE	Fannie Mae DUS MBS (see pool info below)
BOND ISSUE CREDIT RATING	Moody's “Aaa”
BOND CLOSING DATE	October 21, 2021
BOND PAYMENT DATES	One business day later than payment on underlying Fannie Mae MBS
BOND FIRST PAYMENT DATE	November 26, 2021 or the following Business Day if such day is not a Business Day

[†]The Bonds are being issued pursuant to the Administration’s sustainability standards, which are based on the Maryland Qualified Allocation Plan and Multifamily Rental Financing Program Guide, not pursuant to Fannie Mae’s Social, Green and Sustainable MBS Framework. See “THE ADMINISTRATION – Green Standards” herein.

BOND INTEREST-ONLY PERIOD	Bond Closing Date to and excluding December 26, 2021
BOND FIRST PRINCIPAL PAYMENT DATE	December 26, 2021, or if such date is not a Business Day the following Business Day
BOND FINAL PAYMENT DATE	The Business Day after the MBS payment is received on November 25, 2038, or, if such day is not a Business Day, the next Business Day ¹
ALL OTHER BOND ISSUE TERMS	Same as underlying MBS
BOND NET PASS THROUGH RATE	2.03%
BOND OFFERING PRICE	100%
BOND UNDERWRITER COMPENSATION	\$72,011.40 ²
BOND UNDERWRITER	Wells Fargo Bank, National Association and Jefferies LLC
MANDATORY REDEMPTION OF BONDS	See “DESCRIPTION OF THE Long Term Bonds — Mandatory Redemption of Long Term Bonds” in the Official Statement
OPTIONAL REDEMPTION OF BONDS	The Bonds are not subject to optional redemption other than in connection with a prepayment of the Mortgage Loan
BOND EXCHANGE FEATURE	See “DESCRIPTION OF THE Long Term Bonds — Optional Exchange of Long Term Bonds for MBS” in the Official Statement
MBS DELIVERY DATE DEADLINE	November 25, 2021, or, if such day is not a Business Day, the following Business Day, which may be extended in accordance with terms of the Indenture
BOND TRUSTEE	Wilmington Trust, National Association
BOND REMAINING TERM TO MATURITY	From the Closing Date to November 1, 2038
UNDERLYING FANNIE MAE POOL STATISTICS (AS OF ISSUE DATE) <i>(Information provided by Lender for this Official Statement)</i>	
NOTE RATE	3.45%
ISSUANCE PASS-THROUGH RATE	2.03%
POOL ISSUANCE UPB (\$)	\$7,115,000
MAXIMUM ISSUANCE UPB	\$7,115,000
POOL MATURITY DATE	November 1, 2038
EXPECTED MBS DELIVERY DATE	November 25, 2021
ORIGINAL LOAN TERM (MONTHS)	204 months
REMAINING TERM TO MATURITY (MONTHS)	From the Closing Date to November 1, 2038
NUMBER OF LOANS	1
POOL SECURITY FUNDS TRANSFER TYPE	Fed Wire

¹There shall be no further accrual of interest from the Bond Maturity Date to the date the final payment is made with respect to the Bonds. Because of this lag in payment of principal and interest inherent in the payment terms of the Bonds and the one Business Day lag in payment, the effective yield on the Bonds will be lower than the Bond Net Pass-Through Rate on the Bond.

²This figure includes both the Underwriters’ fees and the fee of the Underwriters’ Counsel.

TRANSACTION TYPE	DUS
POOL FIRST PAYMENT DATE	25 th day of the month following the month in which the MBS is delivered, or the following Business Day if such day is not a Business Day
POOL FINAL PAYMENT DATE	November 25, 2038 or the following Business Day if such day is not a Business Day
SECURITY TYPE	Fannie Mae MBS
SELLER NAME	Bellwether Enterprise Mortgage Investments, LLC
SERVICER NAME	Bellwether Enterprise Mortgage Investments, LLC
POOL NUMBER	BS3651
% OF INITIAL POOL BALANCE	100%
POOL PREFIX	BS
MULTIFAMILY SCHEDULE OF LOAN INFORMATION	
FANNIE MAE LOAN NUMBER	04021081
LOAN MATURITY DATE	November 1, 2038
TIER	2
TIER DROP ELIGIBLE	No
LIEN PRIORITY	First
WEIGHTED AVERAGE LTV	N/A
WEIGHTED AVERAGE ISSUANCE UW NCF DSCR(x)	N/A
BALLOON	\$5,279,200
OTHER DEBT	N/A
ORIGINAL UPB	\$7,115,000
ISSUANCE UPB	\$7,115,000
ISSUANCE UPB/UNIT	\$78,186, estimated
PREPAYMENT PREMIUM OPTION	No
PREPAYMENT PREMIUM TERM	Prepayment lockout 10 years from the closing date. Following the end of the lockout period, the Loan may be prepaid with a prepayment premium equal to 1% of the outstanding principal balance of the Loan, except that no Prepayment Premium shall be due during the last (3) three months of the Loan Term.
PREPAYMENT PREMIUM END DATE	July 31, 2038
FIRST LOAN PAYMENT DATE	December 1, 2021
ORIGINAL TERM (MONTHS)	204 months
WEIGHTED AVERAGE AMORTIZATION TERM (MONTHS)	40 years (480 months)
INTEREST TYPE	Fixed
INTEREST ACCRUAL METHOD	Actual/360
INTEREST ONLY END DATE	N/A

INTEREST ONLY TERM (MONTHS)	N/A
NOTE DATE	October 21, 2021
WEIGHTED AVERAGE ACCRUING NOTE RATE (%)	N/A
LOAN PURPOSE	Acquisition/Rehabilitation
ISSUANCE NOTE RATE (%)	3.45%
MONTHLY DEBT SERVICE	\$27,349.91
MBS FRAMEWORK CRITERIA?	No
COLLATERAL INFORMATION <i>(Information provided by Lender for this Official Statement)</i>	
LOAN NUMBER	04021081
PROPERTY ID	
PROPERTY NAME	Park View at Ellicott City II
PROPERTY STREET ADDRESS	8700 Ridge Road
PROPERTY CITY	Ellicott City
PROPERTY STATE	Maryland
PROPERTY ZIP CODE	21043-4158
PROPERTY COUNTY	Howard
METROPOLITAN STATISTICAL AREA	Baltimore
YEAR BUILT	2002
PHYSICAL OCCUPANCY (%)	94.51% (as of Bond Closing Date)
UNDERWRITTEN ECONOMIC OCCUPANCY	89.76%
MAXIMUM PASS-THROUGH RATE	2.03%
MINIMUM PASS-THROUGH RATE	2.03%
REMAINING AMORTIZATION TERM	480 months commencing November 1, 2021
ISSUANCE LTV (%)	72.60% (estimated)
ISSUANCE UW NCF DSCR (x)	1.20x
UW NCF DSCR (x)	1.20x
UNDERWRITTEN EFFECTIVE GROSS INCOME (\$)	\$895,011
UNDERWRITTEN TOTAL OPERATING EXPENSES (\$)	\$473,719
UNDERWRITTEN REPLACEMENT RESERVES (\$)	\$27,300
UW NCF (\$)	\$393,992
CROSS-COLLATERALIZED (Y/N)	N
CROSSED TRANSACTION ID & LOAN NUMBER	N/A
CROSS-DEFAULTED (Y/N)	N

GENERAL PROPERTY TYPE	Multifamily Apartments
SPECIFIC PROPERTY TYPE	Multifamily Apartments
LAND OWNERSHIP RIGHTS	Leasehold
PROPERTY VALUE	\$9,800,000 (as of March 30, 2021)
SEISMIC RISK	N/A
TERRORISM INSURANCE COVERAGE (Y/N)	Y
TOTAL NUMBER OF UNITS	91
UNIT OF MEASURE	Units
AFFORDABLE HOUSING TYPE	Low Income Housing Tax Credit (“LIHTC”) (91 units)
TAXES CURRENTLY ESCROWED	Yes
PROPERTY OWNER	RF Ellicott City II, LLC
SPONSOR	Enterprise Community Development, Inc.
PROPERTY MANAGER	Enterprise Residential, LLC
PROPERTY MANAGER EXPERIENCE	The Property Manager presently manages approximately 10,000 affordable housing units; the Property Manager has 40 years of experience managing affordable housing supported by various federal, state and local subsidies including HUD, tax-exempt obligations and federal low-income housing tax credits
UNIT OF MEASURE	Units
MULTIFAMILY SCHEDULE OF LOAN INFORMATION CRA INFORMATION <i>(Information provided by Borrower for this Official Statement)</i>	
UNITS AT OR BELOW 30% OF MEDIAN INCOME	4.44% (4 units)
UNITS AT OR BELOW 40% OF MEDIAN INCOME	7.69% (7 units)
UNITS AT OR BELOW 50% OF MEDIAN INCOME	41.76% (38 units)
UNITS AT OR BELOW 60% OF MEDIAN INCOME	46.15% (42 units)
UNITS WITH INCOME OR RENT RESTRICTION %	100% (91 units)
AGE RESTRICTED INDICATOR	Yes
TAX ABATEMENT	No
TAX CREDIT INVESTOR	Enterprise Housing Partners XXXIV Limited Partnership
REGULATORY AGREEMENTS OVERSEER	Community Development Administration, Maryland Department of Housing and Community Development

REGULATORY AGREEMENT SET-ASIDES	LIHTC — 100% of units rented to tenants whose income is at or below 60% of AMI for an initial 15-year compliance period plus a 25-year extended use period. See disclosure above for additional details Under the Regulatory Agreement the Borrower is required to rent at least 40% of the Project apartment units to certain qualified tenants whose income does not exceed 60% of the area AMI where the Project is located.
LIHTC LOW INCOME HOUSING TAX CREDIT ELIGIBILITY	The Project has been awarded 4% LIHTC by the Administration. This requires a certain amount of rehabilitation and limits the income of the tenants to 60% or less of AMI. The Project must have tax-exempt financing for over 50% of project costs in order to be eligible for 4% LIHTC.

PART II – PARK VIEW AT FURNACE BRANCH

The Private Participants

The following information concerning Park View at Furnace Branch, the Furnace Branch Borrower and the related private participants has been provided by representatives of the private participants and has not been independently confirmed or verified by the Administration or the Underwriters. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Furnace Branch Borrower

The borrower is RF Furnace Branch, LLC, a Maryland limited liability company (the “**Furnace Branch Borrower**”). The Furnace Branch Borrower is a single-purpose entity formed to acquire, rehabilitate and operate Park View at Furnace Branch. The Furnace Branch Borrower's non-member manager is EHI PV 2021 Portfolio GP, LLC, a Maryland limited liability company (the “**Non-Member Manager**”). The Furnace Branch Borrower's sole member is Park View 2021 Portfolio, LP, a Maryland limited partnership (the “**Furnace Branch Sole Member**”).

The Furnace Branch Borrower has not acquired and does not intend to acquire any substantial assets or engage in any substantial business activities other than those related to Park View at Furnace Branch. However, affiliates of the Furnace Branch Borrower may engage in the acquisition, development, ownership and management of other similar types of projects that may be competitive with Park View at Furnace Branch.

The Furnace Branch Developer

Enterprise Community Development, Inc. (formerly known as Enterprise Homes, Inc.), a Maryland non-stock corporation (the “**Furnace Branch Developer**”), will act as the developer for Park View at Furnace Branch. The Furnace Branch Developer is highly experienced in all facets of affordable housing and more specifically in the preservation and improvement of existing housing.

Tax Credit Investor

Simultaneously with the issuance of the Bonds, the Furnace Branch Borrower and the Furnace Branch Sole Member expect to admit Enterprise Housing Partners XXXIV Limited Partnership, Maryland limited partnership, as limited partner (the “**Tax Credit Investor**”) of the Furnace Branch Sole Member with a 99.99% ownership interest therein. The funding of the federal low-income housing tax credit equity by the Tax Credit Investor is expected to total the amounts described below in this APPENDIX H under “The Project – Park View at Furnace Branch – The Tax Credit Equity.” The funding levels and the timing of the funding are subject to numerous adjustments and conditions that could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above, and no representation is made as to the availability of such funds.

Limited Assets and Obligation of the Furnace Branch Borrower, Non-Member Manager and Tax Credit Investor

The Furnace Branch Borrower has no substantial assets other than Park View at Furnace Branch and does not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of Park View at Furnace Branch. However, the member(s) of the Non-Member Manager, the Tax Credit Investor, and their affiliates are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners or otherwise, and devote substantial times to, business and activities that may be inconsistent or competitive with the interests of Park View at Furnace Branch.

The Furnace Branch Borrower and the Furnace Branch Sole Member and its partners will not be personally liable for payments on the Note, the payments on which are to be applied to pay the principal of and interest on the Bonds; nor will the Furnace Branch Borrower be personally liable under the other documents executed in connection with the issuance of the Bonds and the making of the Loan. Furthermore, no representation is made that the Furnace Branch Borrower will have substantial funds available for Park View at Furnace Branch. Accordingly, neither the Furnace Branch Borrower's financial statements nor those of its partners are included in this Official Statement.

The Architect

The Architect is Moseley Architects (the “**Architect**”). The Architect is not an affiliate of the Furnace Branch Developer. Based out of Richmond, Virginia, with an office in Baltimore, Maryland, the Architect was formed and commenced business in 1969 and demonstrates considerable affordable, LIHTC, HUD and senior housing experience. The Architect has designed the new construction or renovation of many civic and commercial projects, including affordable multifamily family and senior housing. The Architect's clients include community groups, educational institutions and nonprofit organizations whose patronage accounts for a significant percentage of the projects in their portfolio.

The General Contractor

The general contractor for the project is Harkins Builders, Inc. (the “**General Contractor**”). The General Contractor is not an affiliate of the Furnace Branch Developer. Based out of Columbia, Maryland, the General Contractor was formed and commenced business in 1965 and is a Maryland-licensed contractor. Since inception, the General Contractor has constructed or rehabilitated affordable communities with contracts totaling over \$910,000,000 over the last five years.

The Property Manager

Enterprise Residential, LLC, a Maryland limited liability company (the “**Property Manager**”), will manage Park View at Furnace Branch following the acquisition of Park View at Furnace Branch by the Furnace Branch Borrower. The Property Manager is an affiliate of the Furnace Branch Developer. Based out of Baltimore, Maryland, the Property Manager was formed with former corporate and on-site staff of Shelter Property Management Company (“**Shelter**”) and commenced business in 2017. The Property Manager presently manages approximately 10,000 affordable housing units. The Property Manager has 4 years (plus 25 years of experience inherited from Shelter) of experience managing affordable housing supported by various federal, state and local subsidies including HUD, tax-exempt obligations and federal low-income housing tax credits (“**LIHTCs**”).

The Project – Park View at Furnace Branch

The following information concerning Park View at Furnace Branch has been provided by representatives of the Furnace Branch Borrower and has not been independently confirmed or verified by the Administration or the Underwriters. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof

Park View at Furnace Branch is located in Glen Burnie, Anne Arundel County, Maryland, on an approximately 3.94-acre site. Park View at Furnace Branch contains 101 senior apartment units located in one building. Rehabilitation of Park View at Furnace Branch is anticipated to commence in October 2021 and be completed approximately 6 months later. The unit mix of Park View at Furnace Branch is as follows:

<u>Unit Type</u>	<u>Number</u>	<u>Approximate Square Feet</u>
1 BD	78	630
2 BD	23	910
Total:	101	

Plan of Financing

The estimated sources and uses for Park View at Furnace Branch are projected to be approximately as follows:

Sources of Funds

Series D-1 Bonds (MTEBs)	\$9,505,000
Series D-2 Bonds (Cash Collateralized)	405,000
Tax Credit Equity	5,532,000
RHW	2,500,000
CDA ERHP Assumption	806,832
MEEHA EmPOWER	260,520
Deferred Developer Fee	1,049,354
Sponsor Loan	82,593
Purchased Reserves	244,847
ACDS Assumption	470,774
Fannie Mae Rebate	74,325
Interim Income	257,354

Total	<u>\$21,188,599</u>
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Uses of Funds

Acquisition	\$12,527,458
Rehabilitation	3,477,285
Hard Cost Contingency	347,729
Developer Fee	1,905,056
Soft Costs	580,331
Financing Costs	1,203,609
Tax Credit & Syndication Costs	130,476
Reserves	577,803
Lag Deposit	32,159
Series D-2 Bond Interest	1,693
Retire Series D-2 Bonds (Short Term Bonds)	405,000

Total	<u>\$21,188,599</u>
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All costs of issuing the Furnace Branch Bonds, including the Underwriters' fee, will be paid by the Furnace Branch Borrower.

The Furnace Branch Borrower expects to utilize the following sources to finance the acquisition and rehabilitation of Park View at Furnace Branch.

The Furnace Branch Mortgage Loan and the Series D-1 Bonds. The Furnace Branch Borrower will obtain a mortgage loan (the **"Furnace Branch Mortgage Loan"**) from Bellwether Enterprise Mortgage Investments, LLC (the **"Lender"**). The obligation to repay the Furnace Branch Mortgage Loan will be set forth in a promissory note (the **"Furnace Branch Mortgage Note"**) from the Furnace Branch Borrower to the Lender, which Furnace Branch Mortgage Note will have a loan term, will bear interest at the rate and will amortize over the period set forth in the Term Sheet under "Term Sheet – Park View at Furnace Branch" below (the **"Furnace Branch Term Sheet"**). The principal amount of the Series D-1 Bonds will be equal to the principal amount of the Furnace Branch Mortgage Loan. Following the MBS Delivery Date set forth in the Park View at Furnace Branch Term Sheet, payments on the series D Bonds will be payable by the Trustee from payments received by the Trustee under the related MBS.

The Series D-2 Bonds. The Furnace Branch Borrower will obtain a short-term, unsecured loan from the Administration in the amount of \$405,000 (the **"Furnace Branch Short Term Loan"**) to be funded from the proceeds of the Series D-2 Bonds. As consideration for the Furnace Branch Short Term Loan, the Furnace Branch Borrower will cause to be delivered to the Trustee Eligible Investments and Eligible Funds sufficient, without need for reinvestment, to pay all of the interest and principal on the Series D-2 Bonds when due.

The RHW Loan. The Furnace Branch Borrower will obtain a loan in the amount of \$2,500,000 from the Administration financed with funding appropriated under the Rental Housing Works initiative through the Maryland Legislature's annual Budget Bill and Consolidated Capital Bond Loan Bill.

The CDA ERHP Assumption. In connection with the acquisition of Park View at Furnace Branch, the Furnace Branch Borrower will assume a loan in the amount of \$806,832 originally financed under the Administration's Elderly Rental Housing Program ("ERHP") and in accordance with the Administration's Rental Housing Program, successor to ERHP.

The MEEHA EmPOWER Loan. The Furnace Branch Borrower will obtain a loan in the amount of \$260,520 from the Administration, financed with funding available under the Department's MEEHA-EMPOWER Program. The proceeds of the MEEHA-EmPOWER loan will be used to finance costs for energy efficiency or renewable energy improvements associated with the rehabilitation of the Park View at Furnace Branch.

The Tax Credit Equity. Simultaneously with the issuance of the Furnace Branch Bonds, the Furnace Branch Borrower and the Furnace Branch Sole Member expect to offer the Tax Credit Investor a 99.99% ownership interest in the Furnace Branch Sole Member. Pursuant to the sale, the funding of the Tax Credit Equity will total approximately \$5,532,000 with an initial contribution of approximately \$1,106,400, which will be funded on the Closing Date. The funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above and neither the Administration nor the Underwriters makes any representation as to the availability of such funds.

Deferred Furnace Branch Developer Fee. Park View at Furnace Branch will also utilize deferred developer fee in the amount of \$1,049,354 as a source of funding. The deferred developer fee will be repaid through surplus cash flow received from the operation of Park View at Furnace Branch.

Additional Sources. The Furnace Branch Borrower will also assume a loan from Arundel Community Development Services, Inc. in the amount of \$470,774, contribute interim income in the amount of \$257,354, obtain a sponsor loan in the amount of \$82,593, acquire reserves in the amount of \$244,847 and receive a rebate from Fannie Mae in the amount of \$74,325.

Project Regulation

In order to obtain low-income housing tax credits, Park View at Furnace Branch will be operated as a qualified residential rental project with 100% of the residential units in Park View at Furnace Branch occupied by Qualified Tenants during the Qualified Project Period, in accordance with Section 142(d) of the Code. See APPENDIX E — "SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT" herein.

In addition to the rental restrictions imposed upon Park View at Furnace Branch by the Regulatory Agreement (defined below), Park View at Furnace Branch will be further encumbered by a tax credit restrictive covenant, to be executed by the Furnace Branch Borrower in connection with the low-income housing tax credits (the "LIHTCs") anticipated to be granted for Park View at Furnace Branch and in compliance with the requirements of Section 42 of the Code. Section 42 of the Code will restrict the income levels of 100% of the residential units in Park View at Furnace Branch (the "Tax Credit Units"). Thirty-four (34) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 60% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 60% of AMI, adjusted for family size. Forty-eight (48) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 50% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 50% of AMI adjusted for family size. Fourteen (14) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 40% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 40% of AMI adjusted for family size. Five (5) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 30% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 30% of AMI adjusted for family size.

Sustainability Bonds Designation

The Furnace Branch Borrower is expected to satisfy the Development Quality Thresholds of the Guide, including base level green and energy efficiency standards. The Furnace Branch Borrower also expects to follow and/or implement the Expected Green Building Standards and Features set forth in the following table:

[Remainder of page intentionally left blank]

Park View at Furnace Branch – Sustainability Standards

Project Name	Location (City, County, Zip Code)		Physical Structure	Units	Expected Unit Set-Aside Breakdown at or Below									LIHTC Award	Subsidy Programs and State Subordinate Financing	Expected Green Building Standards and Features
					25% AMI	30% AMI	40% AMI	50% AMI	60% AMI	80% AMI	90% AMI	100% AMI	110% AMI			
Park View at Furnace Branch	Glen Burnie, Anne Arundel County, 21060-7474		1 4-story building	101		5	14	48	34					Yes	RHW ¹ ERHP ² MEEHA-EmPOWER ³	Energy Star windows and appliances, EPA Water Sense faucets and bath fixtures, high efficiency mechanical systems with programmable thermostats

¹ The RHW loan for Park View at Furnace Branch will be made from funds under the RHW initiative. See “RHW Loan” above. The RHW loan will be a subordinate loan and will be in the approximate amount of \$2,500,000 at an interest rate of 0% per annum during the construction period and 2% per annum during the permanent period, payable out of surplus cash, for a term of 40 years.

² The Furnace Branch Borrower will assume a loan in the approximate amount of \$806,832 originally financed under the Administration’s Elderly Rental Housing Program (“ERHP”) and in accordance with the Administration’s Rental Housing Program, successor to ERHP. See “CDA ERHP Assumption” above. The loan will be a subordinate loan and will accrue interest at the simple interest rate equivalent of the long term AFR in effect for the month of closing per annum and be payable out of surplus cash for a term of 40 years.

³ The MEEHA-EmPOWER loan for Park View at Furnace Branch will be made from funds under the MEEHA-EMPOWER Program. See “MEEHA-EmPOWER Loan” above. The loan will be a subordinate loan and will be in the approximate amount of \$260,520 at an interest rate of 0% per annum, with all payments deferred for 40 years or until earlier refinance, conveyance, or default.

The Term Sheet – Park View at Furnace Branch

As used in this Term Sheet, “Bond” or “Bonds” refers to the Series D-1 Bonds. This Term Sheet assumes the Furnace Branch Mortgage Loan is originated in an amount equal to the maximum amount available under the related Lender Commitment and that all the conditions to delivery of the applicable MBS have been satisfied and have not been waived or modified. See “Multifamily Schedule of Loan Information” herein.

\$9,505,000 Community Development Administration Maryland Department of Housing and Community Development Multifamily Development Revenue Bonds (Sustainability Bonds)[†] (Park View at Furnace Branch) Series 2021 D-1 (MTEBS) Closing Date: Fannie Mae Multifamily Pool Number: BS3652 Bond CUSIP: 20364NAF4	
TAX-EXEMPT BOND ISSUE INFORMATION <i>(Information provided by Administration for this Official Statement)</i>	
BOND ISSUER NAME	Community Development Administration, Maryland Department of Housing and Community Development (“Administration”)
BOND ISSUE SERIES	Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Furnace Branch), Series 2021 D-1 (MTEBS)
BOND ISSUE PAR	\$9,505,000
BOND DATED DATE	October 1, 2021
BOND MATURITY DATE	November 1, 2038
BOND ISSUE TAX STATUS	See “TAX MATTERS” in the Official Statement
BOND ISSUE CUSIP	20364NAF4
COLLATERAL FOR THE BOND ISSUE	Fannie Mae DUS MBS (see pool info below)
BOND ISSUE CREDIT RATING	Moody's “Aaa”
BOND CLOSING DATE	October 21, 2021
BOND PAYMENT DATES	One business day later than payment on underlying Fannie Mae MBS
BOND FIRST PAYMENT DATE	November 26, 2021 or the following Business Day if such day is not a Business Day
BOND INTEREST-ONLY PERIOD	Bond Closing Date to and excluding December 26, 2021

[†] The Bonds are being issued pursuant to the Administration’s sustainability standards, which are based on the Maryland Qualified Allocation Plan and Multifamily Rental Financing Program Guide, not pursuant to Fannie Mae’s Social, Green and Sustainable MBS Framework. See “THE ADMINISTRATION – Green Standards” herein.

BOND FIRST PRINCIPAL PAYMENT DATE	December 26, 2021, or if such date is not a Business Day, the following Business Day
BOND FINAL PAYMENT DATE	The Business Day after the MBS payment is received on November 25, 2038, or, if such day is not a Business Day, the next Business Day ¹
ALL OTHER BOND ISSUE TERMS	Same as underlying MBS
BOND NET PASS THROUGH RATE	2.03%
BOND OFFERING PRICE	100%
BOND UNDERWRITER COMPENSATION	\$80,193.82 ²
BOND UNDERWRITER	Wells Fargo Bank, National Association and Jefferies LLC
MANDATORY REDEMPTION OF BONDS	See “DESCRIPTION OF THE Long Term Bonds — Mandatory Redemption of Long Term Bonds” in the Official Statement
OPTIONAL REDEMPTION OF BONDS	The Bonds are not subject to optional redemption other than in connection with a prepayment of the Mortgage Loan
BOND EXCHANGE FEATURE	See “DESCRIPTION OF THE Long Term Bonds — Optional Exchange of Long Term Bonds for MBS” in the Official Statement
MBS DELIVERY DATE DEADLINE	November 25, 2021, or, if such day is not a Business Day, the following Business Day, which may be extended in accordance with terms of the Indenture
BOND TRUSTEE	Wilmington Trust, National Association
BOND REMAINING TERM TO MATURITY	From the Closing Date to November 1, 2038
UNDERLYING FANNIE MAE POOL STATISTICS (AS OF ISSUE DATE) <i>(Information provided by Lender for this Official Statement)</i>	
NOTE RATE	3.45%
ISSUANCE PASS-THROUGH RATE	2.03%
POOL ISSUANCE UPB (\$)	\$9,505,000
MAXIMUM ISSUANCE UPB	\$9,505,000
POOL MATURITY DATE	November 1, 2038
EXPECTED MBS DELIVERY DATE	November 25, 2021
ORIGINAL LOAN TERM (MONTHS)	204 months
REMAINING TERM TO MATURITY (MONTHS)	From the Closing Date to November 1, 2038
NUMBER OF LOANS	1
POOL SECURITY FUNDS TRANSFER TYPE	Fed Wire
TRANSACTION TYPE	DUS

¹There shall be no further accrual of interest from the Bond Maturity Date to the date the final payment is made with respect to the Bonds. Because of this lag in payment of principal and interest inherent in the payment terms of the Bonds and the one Business Day lag in payment, the effective yield on the Bonds will be lower than the Bond Net Pass-Through Rate on the Bond.

²This figure includes both the Underwriters’ fees and the fee of the Underwriters’ Counsel.

POOL FIRST PAYMENT DATE	25 th day of the month following the month in which the MBS is delivered, or the following Business Day if such day is not a Business Day
POOL FINAL PAYMENT DATE	November 25, 2038 or the following Business Day if such day is not a Business Day
SECURITY TYPE	Fannie Mae MBS
SELLER NAME	Bellwether Enterprise Mortgage Investments, LLC
SERVICER NAME	Bellwether Enterprise Mortgage Investments, LLC
POOL NUMBER	BS3652
% OF INITIAL POOL BALANCE	100%
POOL PREFIX	BS
MULTIFAMILY SCHEDULE OF LOAN INFORMATION	
FANNIE MAE LOAN NUMBER	04021082
LOAN MATURITY DATE	November 1, 2038
TIER	2
TIER DROP ELIGIBLE	No
LIEN PRIORITY	First
WEIGHTED AVERAGE LTV	N/A
WEIGHTED AVERAGE ISSUANCE UW NCF DSCR(x)	N/A
BALLOON	\$7,052,536
OTHER DEBT	N/A
ORIGINAL UPB	\$9,505,000
ISSUANCE UPB	\$9,505,000
ISSUANCE UPB/UNIT	\$94,108.91, estimated
PREPAYMENT PREMIUM OPTION	No
PREPAYMENT PREMIUM TERM	Prepayment lockout 10 years from the closing date. Following the end of the lockout period, the Loan may be prepaid with a prepayment premium equal to 1% of the outstanding principal balance of the Loan, except that no Prepayment Premium shall be due during the last (3) three months of the Loan Term.
PREPAYMENT PREMIUM END DATE	July 31, 2038
FIRST LOAN PAYMENT DATE	December 1, 2021
ORIGINAL TERM (MONTHS)	204 months
AMORTIZATION TERM (MONTHS)	40 years (480 months)
INTEREST TYPE	Fixed
INTEREST ACCRUAL METHOD	Actual/360
INTEREST ONLY END DATE	N/A
INTEREST ONLY TERM (MONTHS)	N/A

NOTE DATE	October 21, 2021
WEIGHTED AVERAGE ACCRUING NOTE RATE (%)	N/A
LOAN PURPOSE	Acquisition/Rehabilitation
ISSUANCE NOTE RATE (%)	3.45%
MONTHLY DEBT SERVICE	\$36,537.02
MBS FRAMEWORK CRITERIA?	No.
COLLATERAL INFORMATION <i>(Information provided by Lender for this Official Statement)</i>	
LOAN NUMBER	04021082
PROPERTY ID	
PROPERTY NAME	Park View at Furnace Branch
PROPERTY STREET ADDRESS	7466 E. Furnace Branch Road
PROPERTY CITY	Glen Burnie
PROPERTY STATE	Maryland
PROPERTY ZIP CODE	21060-7474
PROPERTY COUNTY	Anne Arundel
METROPOLITAN STATISTICAL AREA	Baltimore
YEAR BUILT	2003
PHYSICAL OCCUPANCY (%)	95.05% (as of Bond Closing Date)
UNDERWRITTEN ECONOMIC OCCUPANCY	95%
MAXIMUM PASS-THROUGH RATE	2.03%
MINIMUM PASS-THROUGH RATE	2.03%
REMAINING AMORTIZATION TERM	480 months commencing November 1, 2021
ISSUANCE LTV (%)	81.24% (estimated)
ISSUANCE UW NCF DSCR (x)	1.20x
UW NCF DSCR (x)	1.20x
UNDERWRITTEN EFFECTIVE GROSS INCOME (\$)	\$1,065,457
UNDERWRITTEN TOTAL OPERATING EXPENSES (\$)	\$508,668
UNDERWRITTEN REPLACEMENT RESERVES (\$)	\$30,300
UW NCF (\$)	\$526,489
CROSS-COLLATERALIZED (Y/N)	N
CROSSED TRANSACTION ID & LOAN NUMBER	N/A
CROSS-DEFAULTED (Y/N)	N
GENERAL PROPERTY TYPE	Multifamily Apartments

SPECIFIC PROPERTY TYPE	Multifamily Apartments
LAND OWNERSHIP RIGHTS	Fee Simple
PROPERTY VALUE	\$11,700,000.00 (as of March 30, 2021)
SEISMIC RISK	N/A
TERRORISM INSURANCE COVERAGE (Y/N)	Y
TOTAL NUMBER OF UNITS	101
UNIT OF MEASURE	Units
AFFORDABLE HOUSING TYPE	Low Income Housing Tax Credit (“LIHTC”) (101 units)
TAXES CURRENTLY ESCROWED	Yes
PROPERTY OWNER	RF Furnace Branch, LLC
SPONSOR	Enterprise Community Development, Inc.
PROPERTY MANAGER	Enterprise Residential, LLC
PROPERTY MANAGER EXPERIENCE	The Property Manager presently manages approximately 10,000 affordable housing units. The Property Manager has 40 years of experience managing affordable housing supported by various federal, state and local subsidies including HUD, tax-exempt obligations and federal low-income housing tax credits
UNIT OF MEASURE	Units
MULTIFAMILY SCHEDULE OF LOAN INFORMATION CRA INFORMATION <i>(Information provided by Borrower for this Official Statement)</i>	
UNITS AT OR BELOW 30% OF MEDIAN INCOME	4.95% (4 units)
UNITS AT OR BELOW 40% OF MEDIAN INCOME	13.86% (14 units)
UNITS AT OR BELOW 50% OF MEDIAN INCOME	47.52% (48 units)
UNITS AT OR BELOW 60% OF MEDIAN INCOME	33.66% (34 units)
UNITS WITH INCOME OR RENT RESTRICTION %	100% (101 units)
AGE RESTRICTED INDICATOR	Yes
TAX ABATEMENT	No
TAX CREDIT INVESTOR	Enterprise Housing Partners XXXIV Limited Partnership
REGULATORY AGREEMENTS OVERSEER	Community Development Administration, Maryland Department of Housing and Community Development

REGULATORY AGREEMENT SET-ASIDES	LIHTC — 100% of units rented to tenants whose income is at or below 60% of AMI for an initial 15-year compliance period plus a 25-year extended use period. See disclosure above for additional details Under the Regulatory Agreement the Borrower is required to rent at least 40% of the Project apartment units to certain qualified tenants whose income does not exceed 60% of the area AMI where the Project is located.
LIHTC LOW INCOME HOUSING TAX CREDIT ELIGIBILITY	The Project has applied for and received 4% LIHTC from the Maryland Department of Housing and Community Development. This requires a certain amount of rehabilitation and limits the income of the tenants to families making 60% or less of AMI. The project must have tax-exempt financing for over 50% of project costs in order to be eligible for 4% LIHTC

PART III – PARK VIEW AT SNOWDEN RIVER

The Private Participants

The following information concerning Park View at Snowden River, the Snowden River Borrower and the related private participants has been provided by representatives of the private participants and has not been independently confirmed or verified by the Administration or the Underwriters. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof.

The Snowden River Borrower

The borrower is RF Snowden River, LLC, a Maryland limited liability company (the “**Snowden River Borrower**”). The Snowden River Borrower is a single-purpose entity formed to acquire, rehabilitate and operate Park View at Snowden River. The Snowden River Borrower's non-member manager is EHI PV 2021 Portfolio GP, LLC, a Maryland limited liability company (the “**Non-Member Manager**”). The Snowden River Borrower's sole member is Park View 2021 Portfolio, LP, a Maryland limited partnership (the “**Snowden River Sole Member**”).

The Snowden River Borrower has not acquired and does not intend to acquire any substantial assets or engage in any substantial business activities other than those related to Park View at Snowden River. However, affiliates of the Snowden River Borrower may engage in the acquisition, development, ownership and management of other similar types of projects that may be competitive with Park View at Snowden River.

The Snowden River Developer

Enterprise Community Development, Inc. (formerly known as Enterprise Homes, Inc.), a Maryland non-stock corporation (the “**Snowden River Developer**”), will act as the developer for Park View at Snowden River. The Snowden River Developer is highly experienced in all facets of affordable housing and more specifically in the preservation and improvement of existing housing.

Tax Credit Investor

Simultaneously with the issuance of the Bonds, the Snowden River Borrower and the Snowden River Sole Member expect to admit Enterprise Housing Partners XXXIV Limited Partnership, Maryland limited partnership, as limited partner (the “**Tax Credit Investor**”) of the Snowden River Sole Member with a 99.99% ownership interest therein. The funding of the federal low-income housing tax credit equity by the Tax Credit Investor is expected to total the amounts described below in this APPENDIX H under “The Project – Park View at Snowden River – The Tax Credit Equity.” The funding levels and the timing of the funding are subject to numerous adjustments and conditions that could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above and no representation is made as to the availability of such funds.

Limited Assets and Obligation of the Snowden River Borrower, Non-Member Manager and Tax Credit Investor

The Snowden River Borrower has no substantial assets other than Park View at Snowden River and does not intend to acquire any other substantial assets or to engage in any substantial business activities other than those related to the ownership of Park View at Snowden River. However, the member(s) of the Non-Member Manager, the Tax Credit Investor, and their affiliates are engaged in and will continue to engage in the acquisition, development, ownership and management of similar types of housing projects. They may be financially interested in, as officers, partners or otherwise, and devote substantial times to, business and activities that may be inconsistent or competitive with the interests of Park View at Snowden River.

The Snowden River Borrower and the Snowden River Sole Member and its partners will not be personally liable for payments on the Note, the payments on which are to be applied to pay the principal of and interest on the Bonds; nor will the Snowden River Borrower be personally liable under the other documents executed in connection with the issuance of the Bonds and the making of the Loan. Furthermore, no representation is made that the Snowden River Borrower will have substantial funds available for Park View at Snowden River. Accordingly, neither the Snowden River Borrower's financial statements nor those of its partners are included in this Official Statement.

The Architect

The Architect is Moseley Architects (the “**Architect**”). The Architect is not an affiliate of the Snowden River Developer. Based out of Richmond, Virginia, with an office in Baltimore, Maryland, the Architect was formed and commenced business in 1969 and demonstrates considerable affordable, LIHTC, HUD and senior housing experience. The Architect has designed the new construction or renovation of many civic and commercial projects, including affordable multifamily family and senior housing. The Architect's clients include community groups, educational institutions and nonprofit organizations whose patronage accounts for a significant percentage of the projects in their portfolio.

The General Contractor

The general contractor for the project is Harkins Builders, Inc. (the “**General Contractor**”). The General Contractor is not an affiliate of the Snowden River Developer. Based out of Columbia, Maryland, the General Contractor was formed and commenced business in 1965 and is a Maryland-licensed contractor. Since inception, the General Contractor has constructed or rehabilitated over 65 affordable communities with contracts totaling over \$910,000,000 over the last five years.

The Property Manager

Enterprise Residential, LLC, a Maryland limited liability company (the “**Property Manager**”), will manage Park View at Snowden River following the acquisition of Park View at Snowden River by the Snowden River Borrower. The Property Manager is an affiliate of the Snowden River Developer. Based out of Baltimore, Maryland, the Property Manager was with former corporate and on-site staff of the Shelter Property Management Company (“**Shelter**”) and commenced business in 2017. The Property Manager presently manages approximately 10,000 affordable housing units across more than 100 affordable and market rate communities. The Property Manager has 4 years of experience (plus 25 years of experience inherited from Shelter) managing affordable housing supported by various federal, state and local subsidies including HUD, tax-exempt obligations and federal low-income housing tax credits (“**LIHTCs**”).

The Project – Park View at Snowden River

The following information concerning Park View at Snowden River has been provided by representatives of the Snowden River Borrower and has not been independently confirmed or verified by the Administration or the Underwriters. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof

Park View at Snowden River is located in Columbia, Howard County, Maryland, on an approximately 2.93 acre site. Park View at Snowden River contains 100 senior apartment units located in one building. Rehabilitation of Park View at Snowden River is anticipated to commence in October 2021 and be completed approximately 8 months later. The unit mix of Park View at Snowden River is as follows:

<u>Unit Type</u>	<u>Number</u>	<u>Approximate Square Feet</u>
1 BD	81	672
2 BD	19	869
Total:	100	

Plan of Financing

The estimated sources and uses for Park View at Snowden River are projected to be approximately as follows:

Sources of Funds

Series E-1 Bonds (MTEBs)	\$7,750,000
Series E-2 Bonds (Short Term Bonds)	790,000
Tax Credit Equity	4,959,000
RHW	2,450,000
CDA HOME Assumption	1,020,442
MEEHA EmPOWER	203,441
Deferred Developer Fee	580,000
Fannie Mae Rebate	58,125
Interim Income	272,331
Sponsor Loan	<u>871,315</u>

Total	<u>\$18,954,654</u>
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Uses of Funds

Acquisition	\$9,624,971
Rehabilitation	3,652,521
Hard Cost Contingency	365,253
Developer Fee	1,760,813
Soft Costs	605,882
Financing Costs	1,142,029
Tax Credit & Syndication Costs	121,588
Reserves	862,073
Lag Deposit	26,221
Series E-2 Bond Interest	3,303
Retire Series E-2 Bonds (Short Term Bonds)	<u>\$790,000</u>

Total	<u>\$18,954,654</u>
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All costs of issuing the Snowden River Bonds, including the Underwriters' fee, will be paid by the Snowden River Borrower.

The Snowden River Borrower expects to utilize the following sources to finance the acquisition and rehabilitation of Park View at Snowden River.

The Snowden River Mortgage Loan and the Series E-1 Bonds. The Snowden River Borrower will obtain a mortgage loan (the "**Snowden River Mortgage Loan**") from Bellwether Enterprise Mortgage Investments, LLC (the "**Lender**"). The obligation to repay the Snowden River Mortgage Loan will be set forth in a promissory note (the "**Snowden River Mortgage Note**") from the Snowden River Borrower to the Lender, which Snowden River Mortgage Note will have a loan term, will bear interest at the rate and will amortize over the period set forth in the Term Sheet under "Term Sheet – Park View at Snowden River" below (the "**Snowden River Term Sheet**"). The principal amount of the Series E-1 Bonds will be equal to the principal amount of the Snowden River Mortgage Loan. Following the MBS Delivery Date set forth in the Park View at Snowden River Term Sheet, payments on the Series E-1 Bonds will be payable by the Trustee from payments received by the Trustee under the related MBS.

The Series E-2 Bonds. The Snowden River Borrower will obtain a short-term, unsecured loan from the Administration in the amount of \$790,000 (the "**Snowden River Short Term Loan**") to be funded from the proceeds of the Series E-2 Bonds. As consideration for the Snowden River Short Term Loan, the Snowden River Borrower will

cause to be delivered to the Trustee Eligible Investments and Eligible Funds sufficient, without need for reinvestment, to pay all of the interest and principal on the Series E-2 Bonds when due.

The RHW Loan. The Snowden River Borrower will obtain a loan in the amount of \$2,450,000 from the Administration financed with funding appropriated under the Rental Housing Works initiative through the Maryland Legislature's annual Budget Bill and Consolidated Capital Bond Loan Bill.

The CDA HOME Assumption. In connection with the acquisition of Park View at Snowden River, the Snowden River Borrower will assume a loan in the amount of \$1,020,442 originally financed under the Administration's HOME Program.

The MEEHA EmPOWER Loan. The Snowden River Borrower will obtain a loan in the amount of \$203,441 from the Administration, financed with funding available under the Department's MEEHA-EMPOWER Program. The proceeds of the MEEHA-EmPOWER loan will be used to finance costs for energy efficiency or renewable energy improvements associated with the rehabilitation of the Park View at Snowden River.

The Tax Credit Equity. Simultaneously with the issuance of the Snowden River Bonds, the Snowden River Borrower and the Snowden River Sole Member expect to offer the Tax Credit Investor a 99.99% ownership interest in the Snowden River Sole Member. Pursuant to the sale, the funding of the Tax Credit Equity will total approximately \$4,959,000 with an initial contribution of approximately \$1,201,336, which will be funded on the Closing Date. The funding levels and the timing of the funding are subject to numerous adjustments and conditions which could result in the amounts funded and/or the timing or even occurrence of the funding varying significantly from the projections set forth above and neither the Administration nor the Underwriters makes any representation as to the availability of such funds.

Deferred Snowden River Developer Fee. Park View at Snowden River will also utilize deferred developer fee in the amount of \$580,000 as a source of funding. The deferred developer fee will be repaid through surplus cash flow received from the operation of Park View at Snowden River.

Additional Sources. The Snowden River Borrower will also contribute interim income in the amount of \$272,331, obtain a sponsor loan in the amount of \$871,315 and receive a rebate from Fannie Mae in the amount of \$58,125.

Project Regulation

In order to obtain low-income housing tax credits, Park View at Snowden River will be operated as a qualified residential rental project with 100% of the residential units in Park View at Snowden River occupied by Qualified Tenants during the Qualified Project Period, in accordance with Section 142(d) of the Code. See APPENDIX E — "SUMMARY OF CERTAIN PROVISIONS OF THE REGULATORY AGREEMENT" herein.

In addition to the rental restrictions imposed upon Park View at Snowden River by the Regulatory Agreement (defined below), Park View at Snowden River will be further encumbered by a tax credit restrictive covenant, to be executed by the Snowden River Borrower in connection with the low-income housing tax credits (the "LIHTCs") anticipated to be granted for Park View at Snowden River and in compliance with the requirements of Section 42 of the Code. Section 42 of the Code will restrict the income levels of 100% of the residential units in Park View at Snowden River (the "Tax Credit Units"). Seventeen (17) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 60% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 60% of AMI, adjusted for family size. Fifty-three (53) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 50% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 50% of AMI adjusted for family size. Twenty (20) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 40% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 40% of AMI adjusted for family size. Ten (10) of the Tax Credit Units shall be held available for rental to persons whose adjusted family income is equal to or less than 30% of the AMI adjusted for family size and the rents which may be charged for occupancy of such units will be restricted to not more than 30% of 30% of AMI adjusted for family size.

Sustainability Bonds Designation

The Snowden River Borrower is expected to satisfy the Development Quality Thresholds of the Guide, including base level green and energy efficiency standards. The Snowden River Borrower also expects to follow and/or implement the Expected Green Building Standards and Features set forth in the following table:

[Remainder of page intentionally left blank]

Park View at Snowden River – Sustainability Standards

Project Name	Location (City, County, Zip Code)		Physical Structure	Units	Expected Unit Set-Aside Breakdown at or Below									LIHTC Award	Subsidy Programs and State Subordinate Financing	Expected Green Building Standards and Features
					25% AMI	30% AMI	40% AMI	50% AMI	60% AMI	80% AMI	90% AMI	100% AMI	110% AMI			
Park View at Snowden River	Columbia, Howard County, 21060-7474		1 4-story building	100		10	20	53	17					Yes	RHW ¹ HOME ² MEEHA-EmPOWER ³	Energy Star windows and appliances, EPA Water Sense faucets and bath fixtures, high efficiency mechanical systems with programmable thermostats

¹ The Rental Housing Works (“**RHW**”) loan for Park View at Snowden River will be made from funds under the RHW initiative. See “RHW Loan” above. The RHW loan will be a subordinate loan in the approximate amount of \$2,450,000 at an interest rate of 0% per annum during the construction period and 2% per annum during the permanent period, payable out of surplus cash, for a term of 40 years.

² The Snowden River Borrower will assume a loan in the approximate amount of \$1,020,442 originally financed under the Department’s HOME Program. See “HOME Assumption” above. The loan will be a subordinate loan and will accrue interest at the simple interest rate equivalent of the long term AFR in effect for the month of closing per annum and be payable out of surplus cash for a term of 40 years.

³ The MEEHA-EmPOWER loan for Park View at Snowden River will be made from funds under the MEEHA-EmPOWER Program. See “MEEHA-EmPOWER Loan” above. The loan will be a subordinate loan and will be in the approximate amount of \$203,441 at an interest rate of 0% per annum, with all payments deferred for 40 years or until earlier refinance, conveyance, or default.

The Term Sheet – Park View at Snowden River

As used in this Term Sheet, “Bond” or “Bonds” refers to the Series E-1 Bonds. This Term Sheet assumes the Snowden River Mortgage Loan (as defined herein) is originated in an amount equal to the maximum amount available under the related Lender Commitment and that all the conditions to delivery of the applicable MBS have been satisfied and have not been waived or modified. See “Multifamily Schedule of Loan Information” herein.

\$7,750,000 Community Development Administration Maryland Department of Housing and Community Development Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Snowden River) Series 2021 E-1 (MTEBS) Closing Date: Fannie Mae Multifamily Pool Number: BS3653 Bond CUSIP: 20364NAH0	
TAX-EXEMPT BOND ISSUE INFORMATION <i>(Information provided by Administration for this Official Statement)</i>	
BOND ISSUER NAME	Community Development Administration, Maryland Department of Housing and Community Development (“Administration”)
BOND ISSUE SERIES	Multifamily Development Revenue Bonds (Sustainability Bonds) (Park View at Snowden River), Series 2021 E-1 (MTEBS)
BOND ISSUE PAR	\$7,750,000
BOND DATED DATE	October 1, 2021
BOND MATURITY DATE	November 1, 2038
BOND ISSUE TAX STATUS	See “TAX MATTERS” in the Official Statement
BOND ISSUE CUSIP	20364NAH0
COLLATERAL FOR THE BOND ISSUE	Fannie Mae DUS MBS (see pool info below)
BOND ISSUE CREDIT RATING	Moody's “Aaa”
BOND CLOSING DATE	October 21, 2021
BOND PAYMENT DATES	One business day later than payment on underlying Fannie Mae MBS
BOND FIRST PAYMENT DATE	November 26, 2021 or the following Business Day if such day is not a Business Day
BOND INTEREST-ONLY PERIOD	Bond Closing Date to and excluding December 26, 2021
BOND FIRST PRINCIPAL PAYMENT DATE	December 26, 2021, or if such date is not a Business Day the following Business Day

BOND FINAL PAYMENT DATE	The Business Day after the MBS payment is received on November 25, 2038, or, if such day is not a Business Day, the next Business Day ¹
ALL OTHER BOND ISSUE TERMS	Same as underlying MBS
BOND NET PASS THROUGH RATE	2.03%
BOND OFFERING PRICE	100%
BOND UNDERWRITER COMPENSATION	\$67,268.70 ²
BOND UNDERWRITER	Wells Fargo Bank, National Association and Jefferies LLC
MANDATORY REDEMPTION OF BONDS	See “DESCRIPTION OF THE Long Term Bonds — Mandatory Redemption of Long Term Bonds” in the Official Statement
OPTIONAL REDEMPTION OF BONDS	The Bonds are not subject to optional redemption other than in connection with a prepayment of the Mortgage Loan
BOND EXCHANGE FEATURE	See “DESCRIPTION OF THE Long Term Bonds — Optional Exchange of Long Term Bonds for MBS” in the Official Statement
MBS DELIVERY DATE DEADLINE	November 25, 2021, or, if such day is not a Business Day, the following Business Day, which may be extended in accordance with terms of the Indenture
BOND TRUSTEE	Wilmington Trust, National Association
BOND REMAINING TERM TO MATURITY	From the Closing Date to November 1, 2038
UNDERLYING FANNIE MAE POOL STATISTICS (AS OF ISSUE DATE) <i>(Information provided by Lender for this Official Statement)</i>	
NOTE RATE	3.45%
ISSUANCE PASS-THROUGH RATE	2.03%
POOL ISSUANCE UPB (\$)	\$7,750,000
MAXIMUM ISSUANCE UPB	\$7,750,000
POOL MATURITY DATE	November 1, 2038
EXPECTED MBS DELIVERY DATE	November 25, 2021
ORIGINAL LOAN TERM (MONTHS)	204 months
REMAINING TERM TO MATURITY (MONTHS)	From the Closing Date to November 1, 2038
NUMBER OF LOANS	1
POOL SECURITY FUNDS TRANSFER TYPE	Fed Wire
TRANSACTION TYPE	DUS

¹There shall be no further accrual of interest from the Bond Maturity Date to the date the final payment is made with respect to the Bonds. Because of this lag in payment of principal and interest inherent in the payment terms of the Bonds and the one Business Day lag in payment, the effective yield on the Bonds will be lower than the Bond Net Pass-Through Rate on the Bond.

²This figure includes both the Underwriters’ fees and the fee of the Underwriters’ Counsel.

POOL FIRST PAYMENT DATE	25 th day of the month following the month in which the MBS is delivered, or the following Business Day if such day is not a Business Day
POOL FINAL PAYMENT DATE	November 25, 2038 or the following Business Day if such day is not a Business Day
SECURITY TYPE	Fannie Mae MBS
SELLER NAME	Bellwether Enterprise Mortgage Investments, LLC
SERVICER NAME	Bellwether Enterprise Mortgage Investments, LLC
POOL NUMBER	BS3653
% OF INITIAL POOL BALANCE	100%
POOL PREFIX	BS
MULTIFAMILY SCHEDULE OF LOAN INFORMATION	
FANNIE MAE LOAN NUMBER	04021083
LOAN MATURITY DATE	November 1, 2038
TIER	2
TIER DROP ELIGIBLE	No
LIEN PRIORITY	First
WEIGHTED AVERAGE LTV	N/A
WEIGHTED AVERAGE ISSUANCE UW NCF DSCR(x)	N/A
BALLOON	\$5,750,358
OTHER DEBT	N/A
ORIGINAL UPB	\$7,750,000
ISSUANCE UPB	\$7,750,000
ISSUANCE UPB/UNIT	\$77,500.00, estimated
PREPAYMENT PREMIUM OPTION	No
PREPAYMENT PREMIUM TERM	Prepayment lockout 10 years from the closing date. Following the end of the lockout period, the Loan may be prepaid with a prepayment premium equal to 1% of the outstanding principal balance of the Loan, except that no Prepayment Premium shall be due during the last (3) three months of the Loan Term.
PREPAYMENT PREMIUM END DATE	July 31, 2038
FIRST LOAN PAYMENT DATE	December 1, 2021
ORIGINAL TERM (MONTHS)	204 months
AMORTIZATION TERM (MONTHS)	40 years (480 months)
INTEREST TYPE	Fixed
INTEREST ACCRUAL METHOD	Actual/360
INTEREST ONLY END DATE	N/A
INTEREST ONLY TERM (MONTHS)	N/A

NOTE DATE	October 21, 2021
WEIGHTED AVERAGE ACCRUING NOTE RATE (%)	TBD
LOAN PURPOSE	Acquisition/Rehabilitation
ISSUANCE NOTE RATE (%)	3.45%
MONTHLY DEBT SERVICE	\$29,790.84
MBS FRAMEWORK CRITERIA?	N
COLLATERAL INFORMATION <i>(Information provided by Lender for this Official Statement)</i>	
LOAN NUMBER	04021083
PROPERTY ID	TBD
PROPERTY NAME	Park View at Snowden River
PROPERTY STREET ADDRESS	8610 Snowden River Parkway
PROPERTY CITY	Columbia
PROPERTY STATE	Maryland
PROPERTY ZIP CODE	21060-7474
PROPERTY COUNTY	Howard
METROPOLITAN STATISTICAL AREA	Baltimore
YEAR BUILT	2004
PHYSICAL OCCUPANCY (%)	98% (as of September 30, 2021)
UNDERWRITTEN ECONOMIC OCCUPANCY	5%
MAXIMUM PASS-THROUGH RATE	2.03%
MINIMUM PASS-THROUGH RATE	2.03%
REMAINING AMORTIZATION TERM	480 months commencing November 1, 2021
ISSUANCE LTV (%)	84.24% (estimated)
ISSUANCE UW NCF DSCR (x)	1.20x
UW NCF DSCR (x)	1.20x
UNDERWRITTEN EFFECTIVE GROSS INCOME (\$)	\$967,724
UNDERWRITTEN TOTAL OPERATING EXPENSES (\$)	\$508,433
UNDERWRITTEN REPLACEMENT RESERVES (\$)	\$30,000
UW NCF (\$)	\$429,291
CROSS-COLLATERALIZED (Y/N)	N
CROSSED TRANSACTION ID & LOAN NUMBER	N/A
CROSS-DEFAULTED (Y/N)	N
GENERAL PROPERTY TYPE	Multifamily Apartments

SPECIFIC PROPERTY TYPE	Multifamily Apartments
LAND OWNERSHIP RIGHTS	Leasehold
PROPERTY VALUE	\$9,200,000 (as of March 30, 2021)
SEISMIC RISK	N/A
TERRORISM INSURANCE COVERAGE (Y/N)	Y
TOTAL NUMBER OF UNITS	100
UNIT OF MEASURE	Units
AFFORDABLE HOUSING TYPE	Low Income Housing Tax Credit (“LIHTC”) (100 units)
TAXES CURRENTLY ESCROWED	Yes
PROPERTY OWNER	RF Snowden River, LLC
SPONSOR	Enterprise Community Development, Inc.
PROPERTY MANAGER	Enterprise Residential, LLC
PROPERTY MANAGER EXPERIENCE	The Property Manager presently manages approximately 10,000 affordable housing units. The Property Manager has 40 years of experience managing affordable housing supported by various federal, state and local subsidies including HUD, tax-exempt obligations and federal low-income housing tax credits
UNIT OF MEASURE	Units
MULTIFAMILY SCHEDULE OF LOAN INFORMATION CRA INFORMATION <i>(Information provided by Borrower for this Official Statement)</i>	
UNITS AT OR BELOW 30% OF MEDIAN INCOME	10.00% (10 units)
UNITS AT OR BELOW 40% OF MEDIAN INCOME	20.00% (20 units)
UNITS AT OR BELOW 50% OF MEDIAN INCOME	53.00% (53 units)
UNITS AT OR BELOW 60% OF MEDIAN INCOME	17.00% (17 units)
UNITS WITH INCOME OR RENT RESTRICTION %	100% (100 units)
AGE RESTRICTED INDICATOR	Yes
TAX ABATEMENT	No
TAX CREDIT INVESTOR	Enterprise Housing Partners XXXIV Limited Partnership
REGULATORY AGREEMENTS OVERSEER	Community Development Administration, Maryland Department of Housing and Community Development

REGULATORY AGREEMENT SET-ASIDES	LIHTC — 100% of units rented to tenants whose income is at or below 60% of AMI for an initial 15-year compliance period plus a 25-year extended use period. See disclosure above for additional details Under the Regulatory Agreement the Borrower is required to rent at least 40% of the Project apartment units to certain qualified tenants whose income does not exceed 60% of the area AMI where the Project is located.
LIHTC LOW INCOME HOUSING TAX CREDIT ELIGIBILITY	The Project has applied for and received 4% LIHTC from the Maryland Department of Housing and Community Development. This requires a certain amount of rehabilitation and limits the income of the tenants to families making 60% or less of AMI. The project must have tax-exempt financing for over 50% of project costs in order to be eligible for 4% LIHTC

APPENDIX I
PROPOSED FORM OF OPINION OF BOND COUNSEL – LONG TERM BONDS

October 21, 2021

Community Development Administration
Maryland Department of Housing and
Community Development
7800 Harkins Road
Lanham, MD 20706

[**\$7,115,000**
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Ellicott City II)
Series 2021 C-1
(MTEBS)]

[**\$9,505,000**
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Furnace Branch)
Series 2021 D-1
(MTEBS)]

[**\$7,750,000**
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Snowden River)
Series 2021 E-1
(MTEBS)]

Ladies and Gentlemen:

We have acted as Bond Counsel to the Community Development Administration (the “**Administration**”), a unit of the Division of Development Finance of the Department of Housing and Community Development (the “**Department**”), a principal department of the State of Maryland (the “**State**”), in connection with the issuance and sale of \$[7,115,000][9,505,000][7,750,000] aggregate principal amount of its Multifamily Development Revenue Bonds (Sustainability Bonds) ([Park View at Ellicott City II][Park View at Furnace Branch][Park View at Snowden River]), Series 2021 [B][C][D]-1 (MTEBS) (the “**Bonds**”).

The Bonds are being issued under and pursuant to (1) Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “**Act**”) and (2) the pursuant to a Trust Indenture dated as of October 1, 2021 (the “**Indenture**”) by and between the Administration and Wilmington Trust, National Association, as trustee (the “**Trustee**”). The Director of the Administration determined, pursuant to Section 4-245(a) of the Act, that the issuance of the Bonds is necessary to achieve one or more purposes of the Administration, and such determination was approved by the Secretary of the Department. Capitalized terms used in this opinion and not otherwise defined in this opinion shall have the meanings set forth in the Indenture or the Act.

Based upon the foregoing, we are of the opinion that:

- 1) Under the Constitution and laws of the State, the Act is valid and the Administration has been duly created and validly exists as a unit of the Division of Development Finance of the Department with such political and corporate powers as set forth in the Act and with good, right and lawful authority, among other things, to issue the Bonds to provide funds therefor and to perform its obligations under the terms and conditions of the Indenture.
- 2) The Indenture has been duly executed and delivered by the Administration and is valid and binding upon the Administration and is enforceable in accordance with its terms.
- 3) The Bonds are valid and legally binding limited obligations of the Administration secured by a pledge in the manner and to the extent set forth in the Indenture and are entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the Indenture. The Indenture creates the valid pledge of and the valid lien which it purports to create upon the Revenues and other assets and income described in the Indenture, subject only to the provisions of the Indenture

permitting the use and payment thereof for or to the purposes and on the terms and conditions set forth in the Indenture.

- 4) Under existing law, interest on the Bonds is excludable from gross income for Federal income tax purposes pursuant to Section 103 of the Code, except that no opinion is expressed as to such exclusion of interest on any Bond for any period during which such Bond is held by a person who is a “substantial user” of the facilities financed with the proceeds of the Bonds or a “related person” within the meaning of Section 147(a) of the Code. Furthermore, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax.
- 5) Under existing statutes, the Bonds, their transfer, the interest payable thereon, and any income derived therefrom, including any profit realized on the sale or exchange thereof, are exempt from taxation of every kind and nature whatsoever by the State of Maryland, except that no opinion is expressed with respect to any exemption from Maryland estate or inheritance taxes.

The foregoing opinion is qualified only to the extent that the enforceability of the Bonds and the Indenture may be limited by bankruptcy, moratorium, insolvency, or other laws affecting creditors’ rights or remedies generally and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion regarding any other Federal or state tax consequences with respect to the Bonds. We render our opinion under existing statutes and court decisions as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to our attention, or changes in law or in interpretations thereof that may hereafter occur, or for any other reason.

Very truly yours,

PROPOSED FORM OF OPINION OF BOND COUNSEL – SHORT TERM BONDS

October 21, 2021

Community Development Administration
Maryland Department of Housing and
Community Development
7800 Harkins Road
Lanham, MD 20706

[**\$1,485,000**
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Ellicott City II)
Series 2021 C-2 (Cash Collateralized)]

[**\$405,000**
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Furnace Branch)
Series 2021 D-2 (Cash Collateralized)]

[**\$790,000**
Community Development Administration
Multifamily Development Revenue Bonds
(Sustainability Bonds)
(Park View at Snowden River)
Series 2021 E-2 (Cash Collateralized)]

Ladies and Gentlemen:

We have acted as Bond Counsel to the Community Development Administration (the “**Administration**”), a unit of the Division of Development Finance of the Department of Housing and Community Development (the “**Department**”), a principal department of the State of Maryland (the “**State**”), in connection with the issuance and sale of \$[1,485,000][405,000][790,000] aggregate principal amount of its Multifamily Development Revenue Bonds (Sustainability Bonds) ([Park View at Ellicott City II][Park View at Furnace Branch][Park View at Snowden River]), Series 2021 [C][D][E]-2 (Cash Collateralized) (the “**Bonds**”).

The Bonds are being issued under and pursuant to (1) Sections 4-101 through 4-255 of the Housing and Community Development Article of the Annotated Code of Maryland, as amended (the “**Act**”) and (2) the pursuant to a Trust Indenture dated as of October 1, 2021 (the “**Indenture**”) by and between the Administration and Wilmington Trust, National Association, as trustee (the “**Trustee**”). The Director of the Administration determined, pursuant to Section 4-245(a) of the Act, that the issuance of the Bonds is necessary to achieve one or more purposes of the Administration, and such determination was approved by the Secretary of the Department. Capitalized terms used in this opinion and not otherwise defined in this opinion shall have the meanings set forth in the Indenture or the Act.

Based upon the foregoing, we are of the opinion that:

- 1) Under the Constitution and laws of the State, the Act is valid and the Administration has been duly created and validly exists as a unit of the Division of Development Finance of the Department with such political and corporate powers as set forth in the Act and with good, right and lawful authority, among other things, to issue the Bonds to provide funds therefor and to perform its obligations under the terms and conditions of the Indenture.
- 2) The Indenture has been duly executed and delivered by the Administration and is valid and binding upon the Administration and is enforceable in accordance with its terms.
- 3) The Bonds are valid and legally binding limited obligations of the Administration secured by a pledge in the manner and to the extent set forth in the Indenture and are entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the Indenture. The Indenture creates the valid pledge of and the valid lien which it purports to create upon the Revenues and other assets and income described in the Indenture, subject only to the provisions of the Indenture

permitting the use and payment thereof for or to the purposes and on the terms and conditions set forth in the Indenture.

- 4) Under existing law, interest on the Bonds is excludable from gross income for Federal income tax purposes pursuant to Section 103 of the Code, except that no opinion is expressed as to such exclusion of interest on any Bond for any period during which such Bond is held by a person who is a “substantial user” of the facilities financed with the proceeds of the Bonds or a “related person” within the meaning of Section 147(a) of the Code. Furthermore, interest on the Bonds is not a specific preference item for purposes of the federal alternative minimum tax.
- 5) Under existing statutes, the Bonds, their transfer, the interest payable thereon, and any income derived therefrom, including any profit realized on the sale or exchange thereof, are exempt from taxation of every kind and nature whatsoever by the State of Maryland, except that no opinion is expressed with respect to any exemption from Maryland estate or inheritance taxes.

The foregoing opinion is qualified only to the extent that the enforceability of the Bonds and the Indenture may be limited by bankruptcy, moratorium, insolvency, or other laws affecting creditors’ rights or remedies generally and is subject to general principles of equity (regardless of whether such enforceability is considered in a proceeding in equity or at law).

We express no opinion regarding any other Federal or state tax consequences with respect to the Bonds. We render our opinion under existing statutes and court decisions as of the date hereof, and we assume no obligation to update, revise or supplement this opinion to reflect any action hereafter taken or not taken, or any facts or circumstances that may hereafter come to our attention, or changes in law or in interpretations thereof that may hereafter occur, or for any other reason.

Very truly yours,

APPENDIX J

SUSTAINABILITY BONDS DESIGNATION

Sustainability Bonds Designation

The Bonds are designated as Sustainability Bonds based on the intended use of proceeds of such Bonds to finance a project that is expected to provide affordable housing and include energy efficiency standards and features, or to refund prior bonds that have provided affordable housing incorporating energy efficiency standards and features. As described below, the Sustainability Bonds designation reflects the intended use of proceeds of the Bonds in a manner that is intended to generally comport with the “*Green Bond Principles: Voluntary Process Guidelines for Issuing Green Bonds*,” “*Social Bond Principles: Voluntary Process Guidelines for Issuing Social Bonds*,” and “*Sustainability Bond Guidelines*” as promulgated by the International Capital Market Association (“ICMA”). By reference to the ICMA’s “*Green, Social and Sustainability Bonds: A High-Level Mapping to the Sustainable Development Goals*,” the Administration determines that the Administration’s Sustainability Bonds designation reflects the use of the proceeds in a manner that is consistent “Goal 1: No Poverty,” “Goal 7: Affordable and Clean Energy,” and “Goal 11: Sustainable Cities and Communities,” of the United Nations 17 Sustainable Development Goals (referred to as “UNSDGs,” generally, and “SDG 1,” “SDG 7,” and “SDG 11,” specifically). The ICMA’s “*Green, Social and Sustainability Bonds: A High-Level Mapping to the Sustainable Development Goals*” maps SDG 1.4 to Social Bond Principle “Affordable Housing,” SDG 7.3 to Green Bond Principle “Energy Efficiency,” and SDG 11.1 to Social Bond Principles “Affordable Housing” and “Affordable Basic Infrastructure.”

Use of Proceeds. The proceeds of the Bonds are expected to be applied as described under “DESCRIPTION OF THE LONG TERM BONDS” and “DESCRIPTION OF THE SHORT TERM BONDS” herein.

Project Evaluation and Selection. The Administration administers a variety of State and federal programs and awards LIHTC to finance the development of affordable rental housing in Maryland. Projects are selected for funding based on the Administration’s governing statute and regulations, as well as the criteria set forth in the QAP and the Guide. Among the criteria in the QAP and the Guide, projects must satisfy the Administration’s base level green and energy efficiency standards as part of a Development Quality Thresholds review. Each loan made from proceeds of the Sustainability Bonds has satisfied the Administration’s Development Quality Thresholds. See “THE ADMINISTRATION – Green Standards” for additional information on the Administration’s Development Quality Thresholds.

Management of Proceeds. Net of certain transaction costs, the proceeds of the Bonds will be deposited in segregated accounts under the Indentures and invested in Permitted Investments as permitted by the Indentures until disbursed to finance the Loans. Such disbursements will be tracked by the Administration.

Post-Issuance Reporting. For each loan financed by the Sustainability Bonds, the Administration expects to provide annual updates, within 120 days of the end of each fiscal year of the Administration, commencing with the fiscal year ended June 1, 2022, regarding the disbursement of the proceeds of the Sustainability Bonds for the financing of such loan. The Administration will cease to update such information with respect to a particular loan when the applicable loan has been fully funded. This reporting is separate from the Administration’s obligations described in “CONTINUING DISCLOSURE” in this Official Statement. Failure by the Administration to provide such updates is not a default or an event of default under the Indentures. The Administration expects that such annual updates will consist of the information outlined in “FORM OF SUSTAINABILITY BONDS ANNUAL REPORTING” herein. The specific form and content of such updates are in the absolute discretion of the Administration. Once all proceeds of the Sustainability Bonds have been disbursed, no further updates will be provided.

Not Fannie Mae Designation; Designation Does Not Involve Provision of Additional Security or Assumption of Special Risk. The “Sustainability Bonds” designation is not being made pursuant to Fannie Mae’s Social, Green and Sustainable MBS Framework. The term “Sustainability Bonds” is neither defined in nor related to provisions in the Indentures. The use of such term in this Official Statement and in the Sustainability Bonds is for identification purposes only and is not intended to provide or imply that an owner of Bonds so designated, including the Sustainability Bonds, are entitled to any additional security beyond that provided therefor in the Indentures. Holders of the Sustainability Bonds do not assume any specific risk with respect to any of the funded loans by reason of the Sustainability Bonds being designated as Sustainability Bonds.

FORM OF SUSTAINABILITY BONDS ANNUAL REPORTING‡

Development Name (New Construction/Rehabilitation)	Development Location	4% LIHTC Awarded	Anticipated Population Served or Elected %AMI	Environmental Attributes	Bond Proceeds Disbursed (\$) as of [June 30, ____]	Bond Proceeds Disbursed (%) as of [June 30, ____]
[]	[City, County, Zip Code]	[Yes/No]	[≤ __% AMI]	[Insert Description]	[\$ ____]	[____%]

‡Once the applicable Developments have been completed and all related bond proceeds disbursed, no further annual updates will be provided.

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