

May 19, 2026 Board Packet

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Board of Commissioners Meeting – May 19, 2026, 9:00 a.m. to 12:00 p.m.

MEMBERS OF THE BOARD: Frank O’Hara (Chair), Daniel Brennan, Joseph Perry, Laura Buxbaum (Vice Chair), Nancy Harrison, Elizabeth Dietz (Secretary), Renee Lewis, Noël Bonam, Paul Shepherd and Melissa Hue

9:00	Adopt Agenda (VOTE)	All
	Remote Commissioners	Frank O’Hara
	- Reason remote	
	- Any other persons at their location	
	Approve minutes of April 28, 2026, meeting (VOTE)	All
	Communications and Conflicts	All
	Chair of the Board Updates	Frank O’Hara
9:15	Director Updates	Dan Brennan
9:30	Legislative Update	Erik Jorgensen
10:00	Adopt QAP (VOTE)	Adam Krea/Ashley Carson
10:15	Vote on New 2 nd Lien Bond Resolution (VOTE)	Adam Krea/Tom Cary
10:30	Financial Results	Tom Cary
11:00	Homeless Initiatives Department Update	Kelly Watson
	<u>Department Reports:</u>	All
	Asset Management	
	Development	
	Energy and Housing Services	
	Finance Monthly Report	
	Financial & Budget Report	
	Finance Delinquency Report & Charts	
	Homeless Initiatives	
	Homeownership	
	Housing Choice Vouchers	
	Human Resources & Facilities	
	Information Technology	
	Planning and Research	
	2026-2027 Board Calendar	
Adjourn (VOTE)		All

The next meeting of the Board is scheduled for June 16, 2026
virtually and in person at 26 Edison Drive, Augusta, Maine



Minutes of the Board of Commissioners Meeting April 28, 2026

MEETING CONVENED

A meeting of the Board of Commissioners for MaineHousing convened on April 28, 2026, at the offices of MaineHousing, 26 Edison Drive, Augusta, Maine and virtually. Notice of the meeting was published on April 17, 2026, in Central Maine newspapers. Notice of Board of Commissioners meetings are also on MaineHousing's website at www.mainehousing.org.

Chair Frank O'Hara called the meeting to order at 9:00 a.m. Director Dan Brennan, Commissioners Paul Shepherd, Laura Buxbaum, Elizabeth Dietz, Renee Lewis, and Nancy Harrison attended in person. State Treasurer Joseph Perry, and Commissioners Melissa Hue and Noël Bonam were absent. There was a quorum present.

PUBLIC ATTENDANCE

Guests and staff present for all or part of the meeting included: Jamie Johnson, Senior Director of Operations; Ashley Carson, Chief Counsel; Adam Krea, Senior Director of Finance and Lending; Craig Given, Director of Information Technology; Allison Gallagher, Director of Housing Choice Vouchers; Tom Cary, Treasurer; Patricia Harriman, Director of Homeownership; Laurie Warzinski, Director of Asset Management; Erik Jorgensen, Senior Director of Government Relations & Communications; Sarah Johnson, Manager of HEAP; Bobbi Crooker, Director of Energy and Housing Services; Jonny Kurzfeld, Director of Planning and Research; Jane Whitley, Director of Human Resources and Facilities; Scott Thistle, Communications Director; Darren Brown, Director of Finance; Bill Glover, LIHTC Programs Manager; Kyla Viger, Data Analyst; Jodie Stevens, Counsel; Anna Boucher, Counsel; Erin Ferrell, Maine Department of Energy Resources; Paul Deschaine, ACAP; Melissa Howard, Penquis; Lynn Lugdon, Penquis; Kristin Styles, Westbrook Development Corp; Robby Perkins, Prosperity Maine; Steven McDermott, Genesis Fund; Jason Emery, Baker, Newman & Noyes; and Jack Watson, Paralegal and Note taker.

ADOPT AMENDED AGENDA

Chair Frank O'Hara asked for a motion to adopt an amended April 28, 2026, agenda, that replaces the scheduled vote on the new second lien bond resolution with an update on the new second lien bond resolution.

Commissioner Elizabeth Dietz made a motion seconded by Commissioner Laura Buxbaum to adopt an amended April 28, 2026, Board of Commissioners meeting agenda, that replaces the vote on new second lien bond resolution agenda item, with an update on the new second lien bond resolution. The vote carried unanimously.

APPROVE MINUTES OF MARCH 17, 2026, MEETING

Commissioner Elizabeth Dietz made a motion seconded by Commissioner Renee Lewis to accept the March 17, 2026, minutes as written. The vote was carried with Commissioner Laura Buxbaum abstaining.

COMMUNICATIONS AND CONFLICTS

None

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CHAIR OF BOARD UPDATES

- Chair Frank O'Hara said he went to Washington D.C. last week for the NCSHA Legislative Conference. Maine and Mainehousing were very well represented and are highly thought of.

DIRECTOR UPDATES

Director Brennan summarized recent issues, and his activities as follows:

- Attended the NCSHA Legislative Conference in Washington D.C. last week. Had the chance to meet with Senator Susan Collins, Senator Angus King, Representative Chellie Pingree and a representative from Representative Jared Golden's office.
- Build America Buy America (BABA) dominated most of the discussions amongst the attendees of the conference.
- NCSHA has hired a consulting firm called Continental Strategy, that is headed by Katie Wiles, the daughter of the president's Chief of Staff, Susie Wiles. Dan met with Katie Wiles, who indicated she has a direct line to the president, and talked to her about BABA issues and potentially getting waivers for it. She seemed very receptive.
- Dan issued a waiver on the law that requires all projects that come through MaineHousing to be electric. This is allowed though the statute and was done in an effort to provide some flexibility for the 9 projects affected by BABA. It was a tough decision, but one he felt was necessary.
- HUD abandoned its appeal regarding the Continuum of Care Notice of Funding Opportunity injunction. The next step is to see what HUD's Notice of Funding Opportunity for next year looks like. They will issue it in June.
- The 21st Century Road to Housing Act is on pause right now despite bipartisan support due to some language issues in the bill.
- HUD reached out to MaineHousing about a payment integrity review. They did a review of three of our transactions. They had tremendous praise for our work and fraud monitoring. They said that the reason MaineHousing was selected for the review was because of our great reputation. They wanted to map out the right way to do things to help inform their monitoring going forward.
- The legislative session has ended. Very happy with how things ended up.
- The search for the new Director of Information Technology is ongoing. Sad to see Craig Given leave, but there are some great candidates for the role.
- Director of Audit, Linda Grotton, has announced her upcoming retirement. Also sad to see her go. Advertisements have been put out for the position.
- In May, the leadership team will be having an off-site training and team building day. It is being led by Director of Homeless Initiatives, Kelly Watson.
- Senior Director of Finance and Lending Adam Krea and Treasurer Tom Cary will be heading to New York City to meet with our bond rating agencies and folks from CFX.
- Joined the Development Ready Advisory Board, a new board that is a multi-agency group that is a part of the Maine Office of Community Affairs. It is designed to help out municipalities. The group is only going to meet a couple of times a year.
- Federal Home Loan Bank of Boston came to Portland to do their outreach.
- The Maine Continuum of Care continues to meet.
- Went to event at Equality Commons in Portland and met with MidCoast Youth in Bath.
- MaineHousing held its lender luncheon, with our top ten lenders from last year.

- Went to Rockland with Construction Services Manager Don McGilvery to meet with a group called Croft, a panelized construction firm that uses straw out of northern Maine.
- Talked with Celina Cunningham from the Department of Energy Resources.

QAP PUBLIC HEARING

Chief Counsel, Ashley Carson and Senior Director of Finance and Lending, Adam Krea conducted the Qualified Allocation Plan (QAP) public hearing. Chief Counsel Carson began by introducing the Commissioners and MaineHousing staff representing MaineHousing and then asked Adam to go over the interested parties input process. Adam explained that work on the QAP began in October, and since then there have been multiple meetings with partners and interested parties to discuss areas of the QAP that needed updating. Ashley shared that the notice to interested parties was sent out on April 8th and published on our website and in newspapers statewide on the same day. She said the comment period expires on May 8th at 5 o'clock and that the public hearing is being recorded. After the expiration of the comment period, all the comments will be summarized, and written responses will be provided and made available to the public. No comments were received, and the public hearing was adjourned.

LEGISLATIVE UPDATE

Senior Director of Government Relations and Communications, Erik Jorgensen, provided a legislative update. He began by sharing what he thought was a good observation from some in the development community, which was that this just finished legislative session did a good job of securing funding needs, but it didn't do much to address the underlying policy problems hindering the development of housing. The failure of LD 1926 is an example as it was a bill that aimed to provide opportunities for workforce housing development. Erik said there was a lot of resistance to starting the new programs that were in the governor's supplemental budget, and so one result of that was the cutting of the mobile home park infill fund from the budget. In the end, \$74 million in the supplemental budget will affect MaineHousing. Part of the \$74 million is going towards shelter funding. Shelters will get \$1.5 million ongoing. MaineHousing got \$37.5 million for production funding, covering the Affordable Homeownership Program, Rural Affordable Rental Program, leverage money for the 4% program, and other things. The Emergency Housing Relief Fund got continued. The Student Homelessness Program got some funding, as did the Eviction Prevention Program after some intense lobbying. \$2 million was added to the Community Aging In Place Program. Our moral obligation got increased to \$4 billion. Some limits on our construction funding got removed. The Island Nursing Home bill passed, which we opposed for complicated administrative reasons. To our surprise, we will be getting 2% of the state share of the Wabanaki Gaming revenue, which will be designated towards the Emergency Housing Relief Fund.

COMMENCE RULEMAKING HEAP RULE

Manager of HEAP, Sarah Johnson, Director Energy and Housing Services, Bobbi Crooker, and Chief Counsel, Ashley Carson asked the Commissioners to commence rulemaking for the program year 2027 Home Energy Assistance Program (HEAP) rule. Sarah said that the proposed changes outlined in HEAP rule board memo sent to the Commissioners as a part of the board packet for the board meeting are a result of the collaborative efforts of MaineHousing, Maine Community Action Agency Partners, and stakeholders. Sarah reviewed the proposed changes with the Commissioners and then asked Ashley to read the proposed motion.

Chief Counsel Ashley Carson read the proposed motion to authorize MaineHousing to commence the rulemaking process to repeal Chapter 24 of MaineHousing’s rule and replace it with the proposed Chapter 24 provided to the Commissioners in the Board Packet and described in the memorandum from Director of EHS, Bobbi Crooker, and Manager of HEAP, Sarah Johnson, to the Commissioners dated April 21, 2026. Commissioner Laura Buxbaum said, “so moved” and it was seconded by Commissioner Nancy Harrison. The vote carried unanimously.

NEW SECOND LIEN BOND RESOLUTION UPDATE

Senior Director of Finance and Lending, Adam Krea and Treasurer, Tom Cary provided an update on the new second lien bond resolution. Adam shared that they have shared the draft of the resolution with US Bank, the winner of our procurement process for a trustee for the new bond resolution. In the previous few weeks, the attorney for US Bank, our bond counsel, Treasurer Tom Cary, MaineHousing Counsel Jodie Stevens, and MaineHousing Counsel Anna Boucher have been talking back and forth and the trustee didn’t have any serious comments, but had some comments MaineHousing felt strongly about, and so it was decided that the resolution didn’t feel quite ready to go forward yet. Therefore, instead of voting on the resolution at the April meeting, they wanted to just run through the changes with the Commissioners and answer their questions instead, with the plan being to vote on it at the May meeting. Adam and Tom then proceeded to review the resolution and answer questions. The main concern about the resolution came from Commissioner Renee Lewis who just reiterated her previously expressed hesitancy on how the property used in the resolution (chattel property), can tend to lose value. Adam and Tom reassured her and others that they are taking that into account, and the resolution will be very conservative.

AI UPDATE PRESENTATION

Director of Information Technology, Craig Given gave an Artificial Intelligence (AI) presentation and provided an update on MaineHousing’s AI policies. Craig started by saying that originally, MaineHousing’s policy on AI was restrictive. Essentially, no form of AI could be used so the agency had time to understand the impact of it and its risks. That has now changed. Recently, the agency has rolled out and allowed the use of a couple of smaller AI tools that can be used in everyday work. To be able to use those tools, employees must request to use them and explain what they will use the tools for and then complete a pair of online trainings on responsible use of AI. These policies are always subject to change in the future, especially as AI continues to develop, but for now this is the policy. Craig went on to provide a general overview of AI, including the benefits and risks of it, and answered any questions the Commissioners had. One thing that came up, which he made clear, was that any work that is done or created with the help or use of AI is the sole responsibility of the employee. He said transparency and accountability are very important when it comes to AI.

2025 BUDGET AND AUDIT REPORT

Director of Finance, Darren Brown and Managing Director, with the public accounting firm Baker Newman, & Noyes, Jason Emery presented the annual year-end budget results and the results of the audit report. Darren started off by sharing the 2025 budget results. He explained that MaineHousing has two primary business segments, which consist of mortgage lending activities and the administration of federal and state funded programs. All operating and program administrative costs are paid by either the net interest income from mortgage lending activities or the fee income received for the administration of programs. Revenues exceeded the budget by about \$7.9 million for the year-end 2025 for a total of \$143.1 million. Expenses exceeded the budget by about \$6.3 million for the year-end 2025 for a total of \$123.7 million. The reason both numbers are higher than expected is a higher than projected loan activity for the year. Overall, revenues exceeded expenses

for the year by around \$19.4 million, which was about \$1.6 million above budget. That excess revenue will go into fund balances, which will be talked about more next month when the financial statements are reviewed.

Jason Emery presented the results of the audit report. MaineHousing has two audits annually, the financial statement audit and a federal compliance audit. Mr. Emery is presenting the results of the financial statement audit. The federal compliance audit will be finalized on September 30th. The purpose of the financial statement audit is to determine whether or not the financial statements MaineHousing prepare, that were included in the board packet for the meeting, are prepared properly according to all accounting rules and requirements, that they meet the generally accepted accounting principle (GAAP), and that they are free of any material misstatements. The purpose of the federal compliance audit is to determine whether or not all the different federal programs that MaineHousing administers were done properly in accordance with federal rules and guidelines. The auditors do not audit all the federal programs every year, they select a few major ones each year to audit. Jason reported that regarding the financial statement audit, the financial statements were fairly stated in accordance with accounting principles and MaineHousing was given a “clean opinion” consistent with last year.

EXECUTIVE SESSION

Chief Counsel Ashley Carson read the proposed motion to enter into an Executive Session to discuss the Director’s annual review pursuant to Title 1 of the Maine Revised Statute, Section 405(6)(A). Commissioner Laura Buxbaum made a motion seconded by Commissioner Elizabeth Dietz to enter into Executive Session. Chief Counsel Carson called on each Commissioner to vote to enter into Executive Session: Commissioners, Dietz, yes; Lewis, yes; Buxbaum, yes; Shepherd, yes; Harrison, yes. The Board of Commissioners entered into Executive Session at 11:52 a.m. and came out of Executive Session at 12:20 p.m. and resumed the meeting.

Commissioner Laura Buxbaum made a motion seconded by Commissioner Renee Lewis to vote for a 6% merit increase to apply to Director Brennan’s baseline retroactive to January 1, 2026. The vote carried unanimously.

ADJOURN

Commissioner Renee Lewis made a motion seconded by Commissioner Nancy Harrison to adjourn the meeting. The meeting was adjourned at 12:20 p.m. by unanimous vote of the Board.

Respectfully submitted,

Elizabeth Dietz

Human Resources and Facilities Department Memorandum

To: Dan Brennan, Director
From: Jane Whitley, Director of Human Resources & Facilities
Date: May 2026
Subject: Procurement: Sole Source Recommendation for RMC, LLC dba Records Management Center

Background

In 2017 MaineHousing went out for Request for Proposals (RFP) for secured records storage for physical documents. On September 17, 2017, we secured a contract with RMC to provide this service. In 2020 we signed a new 5-year contract with RMC to provide these services. The current contract expired in November 2025.

Scope of Project

RMC provides us with the following services:

- A database for departments to track, enter, and retrieve physical storage boxes from their storage facility.
- A secure and climate controlled storage facility where our archive boxes are housed per our archive scheduled.
- Delivery service where our staff can request and receive delivery of boxes as needed and in turn, return them to storage.
- Annual destruction of boxes per archive schedule.

Request

We are requesting funding approval for a five-year contract with RMC based on Sole Source procurement. The cost will not exceed \$16,000 annually.

The rationale for this request falls under the Uniqueness category in MaineHousing's procurement policy, Section IV:

Uniqueness: The item or service is unique to RMC and RMC has unique expertise in providing the service.

Currently, MaineHousing uses RMC's services to store hundreds of boxes at RMC's Bangor, Maine location. The removal and relocation of these boxes to another vendor would not be practical, cost effective or in the best interest of MaineHousing at this time, which means RMC is in a unique position to continue providing the services to MaineHousing. Additionally, RMC is familiar with MaineHousing's retention and shredding policies which gives them unique expertise in ensuring documents are retained and destroyed in accordance with MaineHousing's requirements.

ACKNOWLEDGED & APPROVED

5/5/2026

Date



Daniel Brennan
Director, Maine State Housing Authority

Memorandum

To: Daniel Brennan, Director
 From: Adam S. Krea, Senior Director of Finance and Lending
 Date: May 8, 2026
 RE: Sole Sourcing for Emergency Procurement

Overview

The 132nd Maine State Legislature appropriated \$12 million in the Fiscal Year ending June 30, 2027 Supplemental General Fund budget to the Emergency Housing Relief Fund at MaineHousing to specifically assist in addressing the emergency housing needs of people experiencing, or at imminent risk of experiencing, homelessness. As with past appropriations to the Emergency Housing Relief Fund, there are no specific directives. This funding is to be flexible to meet immediate needs.

MaineHousing has discussed the current immediate needs with the Governor’s Senior Advisor on Housing and there is agreement on the initial allocations. Where possible, MaineHousing’s procurement policy will be followed. The table below notes which initiatives will be procured. For the remaining initiatives and for the unallocated funds, this memo is to request a sole source approval.

Allocation Summary

The following table shows the funds allocated as of May 8, 2026:

Amount	Purpose	Procurement
\$ 1,200,000	Winter Warming Shelters for Winter 2026-2027	YES
\$ 2,000,000	Student Homelessness Prevention	YES
\$ 750,000	Capital Needs for the Preservation of the York County Shelter Permanent Housing Portfolio	NO
\$ 800,000	Hope & Justice Project Shelter Acquisition	NO
\$ 7,250,000	Unallocated	TBD

Emergency Situation

As noted, this funding is to assist MaineHousing in serving individuals experiencing, or at risk of imminently experiencing, homelessness in the State of Maine due to the tight housing supply and the lack of adequate healthcare services for those in need. The sheer number of people in this situation creates an emergency. MaineHousing’s Procurement Policy, Section IV – Sole Source Procurement, allows for procurement of goods or services by soliciting a proposal from only one source if it meets the necessary requirements. Section IV lists Emergency or Urgent Need as an exception to normal procurement requirements. If an emergency situation or other urgent need exists and only one known

source can provide the required goods or services within the time needed, then sole source procurement is allowed. Emergency or urgent situations include the inability to comply with a federal, state or local law or regulation due to the loss of critical services or resources. The York County Shelter Permanent Housing Portfolio is currently in desperate need of repair and is out of compliance. Failure to make the repairs within the next few months will result in critical loss of services and resources that are necessary to the community. The impact of delaying this transaction would result in hundreds of individuals being at risk of experiencing homelessness, which is why this constitutes an emergency. The needs are also very specific to a portfolio of projects, which makes acquiring goods/services from another source not possible.

The Hope & Justice Project Shelter acquisition will allow Aroostook county's only domestic violence shelter provider to purchase the building they are currently leasing at a below-market price. The property is fully accessible and meets all ESHAP requirements. According to Asset Management, it was fully rehabilitated less than 10 years ago and is in exceptionally good shape. This acquisition will allow for no break in services and will prevent the provider from having to spend additional funds on a lower quality property. This sale is expected to take place in the next few months. The impact of delaying this transaction would result in loss of the property to another buyer which would negatively impact the community members being served by the Hope & Justice Project.

ACKNOWLEDGED & APPROVED

5/8/2026

Date



Daniel Brennan

Director, Maine State Housing Authority

Memorandum

To: MaineHousing Board of Commissioners

From: Adam S. Krea & Ashley Carson

Date: May 13, 2026

RE: Adoption of the 2027-2028 Qualified Allocation Plan (“QAP”)

At your meeting on May 19, 2026, we will ask you to repeal the existing Low Income Housing Tax Credit Rule and replace it with the attached Low Income Housing Tax Credit Rule. The attached rule is the qualified allocation plan (QAP) for allocating and administering the 2027 and 2028 State ceiling of federal low income housing tax credits, pursuant to Section 42 of the Internal Revenue Code.

As you know, the public hearing was held on April 28, 2026. The comment period ended on May 8, 2026, at 5:00pm. MaineHousing received written comments from one organization that are summarized with staff’s proposed responses at the end of the attached rule. No revisions were made to the rule in response to the comments.

State law and the Governor’s Executive Order on rulemaking state that prior to adopting a final rule, MaineHousing should:

- consider all relevant information available, including, but not limited to, economic, environmental, fiscal and social impact analyses;
- prioritize the health, safety, and welfare of Maine people in conducting these environmental and social impact analyses; and
- consider the extent to which existing law addresses the matter and the rule’s impact on the ability of Maine employers to retain and attract a skilled workforce, including by reducing compliance burdens on small businesses in conducting the economic and fiscal impact analysis.

After the Board adopts the attached rule, the rule must be approved by the Governor’s office pursuant to Section 42 of the Internal Revenue Code and by the Attorney General’s office pursuant to the Maine Administrative Procedures Act. Upon final approval, the rule will be published by the Secretary of State’s office.

PROPOSED MOTION:

To repeal the existing Low Income Housing Tax Credit Rule, Chapter 16 of MaineHousing’s rules, and replace it with the Low Income Housing Tax Credit Rule as described in the memorandum to the MaineHousing Board of Commissioners from Adam S. Krea and Ashley Carson dated May 13, 2026.



2027-2028 Low Income Housing Tax Credit Qualified Allocation Plan



CHAPTER 16 LOW-INCOME HOUSING TAX CREDIT RULE

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- APPENDIX E: Requirements for Purchase Options and Rights of First Refusal
- APPENDIX F: HUD Policy Requirements

SECTION 1: INTRODUCTION

The federal Low-Income Housing Tax Credit (LIHTC) was created by the Tax Reform Act of 1986 to encourage private capital investment in the development of affordable rental housing. It is governed by [Section 42](#) of the Internal Revenue Code of 1986, as amended, and associated regulations. As the designated housing credit agency for the State of Maine, MaineHousing is required by [Section 42](#) of the Code and [30-A MRS §§4741\(1\) and \(14\)](#) to adopt a Qualified Allocation Plan (QAP) for allocating and administering LIHTC; this rule is the State's QAP.

This rule repeals and replaces in its entirety the prior Chapter 16, *Low Income Housing Tax Credit Rule*, except that the allocation provisions continue to apply to projects that were awarded LIHTC under a prior rule, or a program subject to a prior rule.

Capitalized terms used in this rule are defined in **Appendix A**, unless the context otherwise indicates, or if not defined therein, have the same meaning as set forth in [Section 42](#) of the Code.

Statement Regarding Cost Control

MaineHousing and its development partners have worked diligently to contain costs while improving the quality of construction and ultimately the livelihoods of Maine people who live in properties funded by LIHTC. The controls on per unit costs and available developer fees are a direct result of this partnership and commitment to controlling costs.

SECTION 2: HOUSING NEEDS AND PRIORITIES

MaineHousing and the Department of Economic and Community Development annually complete a statewide needs assessment as part of the Consolidated Housing and Community Development Plan. *Maine Consolidated Plan (2025-2029)* establishes the following housing priorities:

- A. expand affordable housing opportunities;
- B. improve and preserve the quality of housing; and
- C. help Maine people attain housing stability.

SECTION 3: SET-ASIDES AND MAXIMUM CREDIT AMOUNT

- A. Nonprofit Set-Aside. MaineHousing will set aside at least ten percent (10%) of the annual State Ceiling for Projects in which a Qualified Nonprofit Organization owns an interest and

materially participates in the development and operation throughout the Compliance Period in accordance with [Section 42\(h\)\(5\)\(B\)](#) of the Code. An Applicant will qualify if it is owned by either a Qualified Nonprofit Organization, or a business corporation which is 100% owned by one or more Qualified Nonprofit Organization(s), and (in accordance with [Section 42\(h\)\(5\)\(C\)](#) of the Code) it is the general partner or manager/managing member and controls the Project's development and day-to-day operation.

- B. Preservation Set-Aside. MaineHousing will set aside up to \$750,000 of the annual State Ceiling for the preservation and rehabilitation of one existing multifamily rental housing project if the scope of rehabilitation meets the minimum requirements set forth in Section 5.C.2. and one of the following:
1. at least 25% of its units, or those in a Related Development, are assisted under a Rural Development program; or
 2. at least 25% of its units will be converted to Section 8 under HUD's Rental Assistance Demonstration (RAD) Program, Section 18 Demolition/Disposition Program or other HUD conversion programs.

Demolition and reconstruction on an existing housing site will be treated as new construction and is not eligible for this set-aside.

- C. Maximum Credit Amount. The maximum amount of Credit that will be allocated for each Project is the least of (i) \$30,000 per Credit Unit, (ii) \$1,200,000, and (iii) the amount MaineHousing determines is necessary to ensure the Project's financial feasibility and long-term viability.

SECTION 4: ALLOCATION PROCESS

- A. Pre-Application Submission. Each Project must undergo a mandatory Pre-Application review by MaineHousing to assess its feasibility, suitability for housing, and eligibility for Credit. Applicants must submit the information and documents set forth in **Appendix B** with the pre-application fee specified in Section 4.C. to MaineHousing by Wednesday, July 2, 2026 for the 2027 round and by Thursday, July 1, 2027 for the 2028 round. An Applicant will not be eligible for Credit if
1. it fails to provide a complete Pre-Application submission in accordance with this subsection, or
 2. there is any material change in the Project between the Pre-Application submission and the Application unless required by MaineHousing.
- B. Application. Applications are subject to the following limitations, conditions and requirements:

1. Existing Housing.
 - a) Acquisition and Rehabilitation Projects. Projects that involve the acquisition and rehabilitation of Affordable Housing must include the addition of at least 20 new units, or meet the requirements of the Preservation Set-Aside in Section 3.B.
 - b) Demolition of Existing Housing. Demolition of existing housing that has not been condemned or declared blight by a municipality is not eligible unless approved by MaineHousing.
2. Deadline. The deadlines for submitting Applications are Thursday, September 17, 2026 for the 2027 State Ceiling and Thursday, September 16, 2027 for the 2028 State Ceiling.
3. Format. The Application must be completed and submitted electronically in the form and manner prescribed by MaineHousing. Submitted exhibits must include documentation such as grant award letters, signed documentation on letterhead or evidence of official municipal action to provide evidence of all funding sources and official approvals. MaineHousing may require the Applicant to submit additional information.

C. Fees. Applicants must pay the following fees when due. All fees are non-refundable.

Type of Fee	Amount	Due Date
Pre-application Fee	\$2,000	By Pre-application deadline in Section 4.A.
Application Fee	\$2,500	Postmarked for delivery by Application deadline in Section 4.B.2
Allocation Fee	7.5% of Credit	Earlier of Carryover Allocation (Section 8.B.) or Final Allocation (Section 8.A.)
Monitoring Fee*	\$1,100 per Credit Unit	Final Allocation (Section 8.A.)

*MaineHousing may charge an additional monitoring fee to cover any increased costs due to income averaging or other extraordinary monitoring requirements during the Compliance Period.

D. Ineligible Applicants. An Application will be deemed ineligible if one or more of the following has occurred:

1. The Applicant, any Principal thereof, or Affiliates of either
 - a) has an uncorrected IRS Form 8823 in connection with any LIHTC Project to the extent it is correctable unless previously waived by MaineHousing;
 - b) has been declared in default or has been 60 calendar days or more delinquent on any loan with MaineHousing, unless the default or delinquency has been cured or there

is an approved payment or workout plan in good standing prior to the Application deadline;

- c) has ever been the owner of any project in which MaineHousing has foreclosed a mortgage interest or received a deed-in-lieu of foreclosure of a mortgage interest unless previously waived by MaineHousing;
 - d) is presently debarred, suspended, proposed for debarment, or excluded from participation in any federal or state programs;
 - e) has sought to achieve early termination of an Extended Use Agreement through the written request to a housing credit agency to present a Qualified Contract;
 - f) has in the last 10 years either commenced or had commenced against it any proceeding in or for bankruptcy, receivership, reorganization or any other arrangement for relief from creditors commenced against it that affected a MaineHousing-funded project that was not dismissed within 90 calendar days; or
2. The tax credit syndicator, investor, or Affiliates of either
- a) transferred its interest in any LIHTC Project after March 25, 2014 in violation of the Ownership Transfer Rule;
 - b) failed to make any required capital contributions with respect to any LIHTC Project, and has not corrected such actions prior to the Application deadline;
 - c) has sought to achieve early termination of an Extended Use Agreement through the written request to a housing credit agency to present a Qualified Contract; or
 - d) has sought to undermine the exercise of a right of first refusal or purchase option with respect to any LIHTC Project by: (i) refusing to honor a right of first refusal or purchase option; or (ii) involvement in a lawsuit challenging the exercise of a right of first refusal or purchase option.

MaineHousing may reject the Application if it determines the deficiencies are not addressed. MaineHousing may also require financial statements from the Applicant, Principal thereof, or Affiliates of either.

- E. Notice to Local Jurisdiction. Upon receipt of an Application, MaineHousing will notify the Chief Executive Officer of the municipality with jurisdiction over the location of the proposed Project. The notice will provide for a 15-day comment period. MaineHousing will consider any comments received.
- F. Selection Process. Applications for the State Ceiling with the highest scores will be awarded Credit until the applicable State Ceiling is fully awarded.

1. All Applications that meet the threshold requirements in Section 5 will be scored. Applicants must submit a self-score as part of the Application, which will be reviewed by MaineHousing as part of the selection process. Any differences in MaineHousing's scoring from the Applicants' self-score will be explained by MaineHousing. Applicants will be afforded five (5) business days to review MaineHousing's scoring determination and dispute the score if there is a disagreement. Disputes may only be based on evidence submitted with the original Application. Additional information or documentation will not be accepted or considered.
 2. The preservation set-aside is limited to one Project. If the set-aside is not sufficient to complete the Project proposed in the highest scoring eligible Application, MaineHousing may allocate additional Credit, allocate the Credit under the set-aside to the next highest-scoring eligible Application that does not need more than the set aside, or not allocate any Credit under the preservation set-aside. All Applications that participate in the preservation set-aside and do not win will be placed on a waiting list.
 3. The highest scoring Qualified Nonprofit Organization will be the winner of the nonprofit set-aside regardless of its ranking among other Applicants. If the set-aside is not fully awarded to the highest scoring eligible Applicant, MaineHousing may allocate additional Credit to the next highest scoring eligible Applicant for the set-aside, not fully allocate Credit under the set-aside, or require an Applicant that has not indicated that it is participating in the set-aside to participate in the set-aside. MaineHousing may, if necessary, require the Applicant to change its ownership structure. All Applications that participate in the nonprofit set-aside and do not win will be scored with the other Applications.
 4. If an individual or entity owns a direct or indirect interest in more than one Applicant, MaineHousing will not award more than 50% of the total projects awarded in any one annual State Ceiling round to Applicants associated with that individual or entity unless there are no additional Applicants under consideration.
 5. Except as set forth above, MaineHousing will make awards in score order to select threshold-eligible Applications. If the last Application selected for an award of Credit needs more Credit than remains under the applicable State Ceiling, MaineHousing may elect to either (a) not award the remaining Credit to any Application, or (b) award additional Credit under the next annual State Ceiling to the Application. All threshold-eligible Applications that are not selected will be placed on a waiting list. Any Credit that is returned or is otherwise unused will be made available to waiting list Applications using this process.
- G. Notice of Award. After scoring is completed and the five-business day Applicant review period expires, MaineHousing will notify the winning Applicants. Within approximately one week of notification, the winning Applicants will receive a Notice of Award and an assignment of MaineHousing staff.

- H. Credit Allocation. Upon receipt of the fully executed Notice of Award, MaineHousing will evaluate the Application pursuant to Section 7 to determine the amount of Credit, if any, to be allocated.
- I. Termination of Application or Notice of Award. MaineHousing will deem an Application withdrawn and any Notice of Award cancelled if one or more of the following occur without MaineHousing's written approval after the Application is submitted:
1. The Application or the Notice of Award is assigned or the Applicant or any Principal thereof changes;
 2. The location of the Project changes from the location identified in the Application;
 3. There is any change which would result in a net reduction (loss of points) in the Application's score;
 4. There is a change in the Project's design or financing from what was in the Application which results in a substantial increase in the amount of Credit or other MaineHousing funding required;
 5. The Project's TDC Index exceeds the TDC Index Cap;
 6. Failure to meet the threshold requirements in Section 5;
 7. Any event in Section 4.D. occurs and is not cured within any applicable cure period;
 8. The Project is determined to be infeasible by MaineHousing, meaning the Applicant has not demonstrated the financial ability to develop and complete the Project and operate it through the Compliance Period; or
 9. There is any other material or substantive amendment or change to the Application.

SECTION 5: THRESHOLD REQUIREMENTS

Applications must meet the following threshold requirements to be eligible for Credit:

- A. Affordability.
1. The Project will comply with [Section 42](#) of the Code and this QAP for a minimum period of 45 years to maintain the Project as residential rental housing, keep at least 60% of the total Credit Units in a Project occupied by persons with 50% area median income and keep the Credit Units in the Project rent-restricted in accordance with [Section 42](#) of the Code.
 2. The Applicant waives the right to request MaineHousing to present a Qualified Contract under [Section 42\(h\)\(6\)](#) of the Code.

3. The Applicant must submit a letter of intent from an investor (and, in the event of any change in investor, the replacement investor) in which the investor agrees to the granting of an option to purchase: (i) the Project; and (ii) the partnership interest of the limited partner(s) or membership interest of the non-managing member(s) of the Project owner (“Purchase Options”), to one or more of the general partner, managing member, developer or sponsor on terms that at a minimum satisfy the threshold requirements set forth in **Appendix E**. The investor must also agree in the letter of intent that the Purchase Options complying at a minimum with the threshold requirements in **Appendix E** will be included in the Project owner’s limited partnership agreement or limited liability company operating agreement.
4. If the Applicant, general partner, managing member, developer, or sponsor of the Project is a Qualified Nonprofit Organization, the Applicant must submit a letter of intent from an investor (and, in the event of any change in investor, the replacement investor) in which the investor agrees to the granting of a right of first refusal (“ROFR”) to the Qualified Nonprofit Organization on terms that at a minimum satisfy the threshold requirements set forth in **Appendix E**. The investor must also agree in the letter of intent that the ROFR complying at a minimum with the threshold requirements in **Appendix E** will be included in the Project owner’s limited partnership agreement or limited liability company operating agreement.

B. Total Development Cost (TDC). Cost reasonableness will be evaluated using an index, which is the weighted average of the TDC per unit and the TDC per bedroom. For mixed-use projects, the TDC for only the residential portion of the project, including common areas, will be used for this calculation. The weighted average will be calculated as follows:

$$([2 \times \text{TDC/unit}] + [\text{TDC/bedroom}]) \text{ divided by } 3.$$

The product of this calculation will be referred to throughout this document as the “TDC Index”. An Application will be rejected if the TDC Index exceeds the TDC Index Cap below for a project of its type at any time prior to the later of the construction loan closing or carryover allocation.

Type of Project	2027 TDC Index Cap	2028 TDC Index Cap
Adaptive Reuse	\$414,750 per unit	**
New construction	\$388,500 per unit	**
Acquisition and rehabilitation of existing housing	\$357,000 per unit	**

**For 2028, MaineHousing will review the Consumer Price Index for New England and adjust the TDC Index Caps accordingly to reflect market adjustments.

Demolition and reconstruction of all housing on the same site or another site will be treated as new construction. If a Project involves more than one project type, the TDC Index Cap for the Project is the average of the TDC Index Caps allocable to each type, weighted by the number of units of each type.

- C. Acquisition and Rehabilitation of Existing Housing. Projects that involve the acquisition and rehabilitation of existing multifamily housing are subject to the following:
1. Capital Needs Assessment. The Application must include a capital needs assessment satisfying the requirements set forth in **Appendix C**.
 2. Minimum Rehabilitation Requirements. The Rehabilitation Costs per unit of existing housing must be at least \$75,000.
 3. Relocation/Displacement. The Project must comply with MaineHousing's *Temporary Relocation and Permanent Displacement Policies* and, if the Project is federally-assisted, all applicable federal requirements, including the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended. The Applicant must take reasonable steps to minimize the displacement of existing tenants of the Project. The Application must identify any tenants who will be permanently displaced and the reason for the displacement. The Project's TDC must include all costs associated with permanent and temporary displacement or relocation. MaineHousing will not allocate Credit until it has approved a project's relocation plan.
- D. Development and Management Experience and Capacity. Applicant teams must have sufficient knowledge, experience and capacity to adequately design, develop, complete, maintain, manage, and operate LIHTC Projects and provide related services, such as accounting, tax and legal advice, and resident service coordination. If the Project will involve multiple subsidy sources in addition to LIHTC, which results in overlapping targeting and rental restrictions, the Applicant team must have sufficient knowledge, experience and capacity to handle the increased complexity. If MaineHousing determines the Applicant's team lacks sufficient qualifications, the team may be required to
1. hire a qualified consultant,
 2. hire additional qualified staff, or
 3. replace a team member.
- E. Site Control. The Applicant must have site control of the Project throughout the Application process in the form of an option, a purchase and sale contract, ownership, or long-term lease. The Applicant, its agents, and MaineHousing must have access to the Project site, and if the Project is an existing occupied property, access to records and other information about the existing tenants, including current rent and income information.

F. Growth Management Limitations. A Project that involves the new construction or acquisition of newly-constructed residential rental property or the conversion of existing buildings to residential rental property must comply with the State’s Growth Management Law, [5 M.R.S. §3234](#), as amended. Projects must meet one of the following two sets of criteria to be eligible for a Credit allocation:

1. If the municipality in which the Project is located has adopted a comprehensive plan or growth management plan that is consistent with applicable State law, then the Project must be in a designated growth area as identified in such plan; or
2. Otherwise the Project must be located in an area
 - a) served by a public sewer system with existing capacity for the Project,
 - b) identified as a census-designated place in the latest Federal Decennial Census, or
 - c) in an urban municipality and defined under [23 M.R.S. §754](#) as compact.

The law exempts projects that exclusively serve certain populations, such as persons with disabilities, who are homeless, or are wards of the State.

G. Project Feasibility. The Applicant must have the financial ability to develop and complete the Project and to operate it throughout the Compliance Period.

1. Development Budget. The Applicant must identify all
 - a) sources of funding for development and completion, whether direct or indirect, including the amount, timing, terms, conditions, and status (e.g. “applied for” or “committed”) as of the date of the Application and uses of the funding based on the projected costs of and schedule for developing and completing the Project; and
 - b) sources and uses of funding for the Project, whether direct or indirect and whether they are included in the development budget for the Project.
2. Operating Budget. The Applicant must identify all
 - a) sources of income, including rent from the residential units, any income from commercial or non-residential space, and the amount, terms and conditions of rental or operating assistance; and
 - b) costs of operating the Project as projected over the Compliance Period. The Applicant also must identify all forms of property tax relief (such as a PILOT, tax abatement or exemption, or Tax Increment Financing) and other assistance that reduces operating costs.

3. Related Development. Any Related Development must be completed prior to or concurrently with the completion of the Project, and there must be sufficient funding to operate the Related Development.

If MaineHousing determines that the Application includes information that is inconsistent with applicable requirements or is unreasonable based on comparable LIHTC projects, industry standards, or market conditions, MaineHousing may where it deems appropriate re-characterize such information to assess Project Feasibility notwithstanding the identified issue with the information provided.

- H. Phased Projects. Applicants may not submit an Application for more than one phase of a multi-phase Project in an Application round. If a single phase of a multi-phase project is awarded Credit, it must comply with the timeline in the Notice of Award and cannot be delayed to align with a potential award of a future phase. If a delay occurs that is beyond the Applicant's control, MaineHousing, in its sole discretion, may authorize a modification to the Notice of Award to allow for an extension of the Project timeline.
- I. Project Design and Construction Requirements. The design and construction or rehabilitation of the Project must comply with MaineHousing's Construction Standards and all applicable local, state and federal codes, regulations, statutes and ordinances. The latest version of Construction Services' *Quality Standards and Procedures Manual* can be found here: <https://www.mainehousing.org/programs-services/housing-development/construction-services>

When applicable, Projects must also comply with:

1. The Build America, Buy America Act (BABA), enacted as part of the Infrastructure Investment and Jobs Act, [Infrastructure Investment and Jobs Act, Pub. L. 117-58](#) and [2 CFR 184](#). BABA established a domestic content procurement preference for all Federal financial assistance obligated for infrastructure projects after May 14, 2022. The domestic content procurement preference requires that all iron, steel, manufactured products, and construction materials used in covered infrastructure projects are produced in the United States. This requirement is known as the "Buy America Preference" (BAP).

BABA FAQs

https://www.hudexchange.info/baba/faqs/?utm_source=HUD+Exchange+Mailing+List&utm_campaign=87c88d5f1e-BABA-FAQs-Now-Available-3.4.24&utm_medium=email&utm_term=0_-87c88d5f1e-%5BLIST_EMAIL_ID%5D

2. Section 3 of the Housing and Development Act of 1968 (12 U.S.C § 1701u) and its associated regulations (24 C.F.R. Part 75). The Section 3 program requires that recipients of certain HUD financial assistance, to the greatest extent possible, provide training, employment, contracting and other economic opportunities to low- and very low-income persons, especially recipients of government assistance for housing, and to businesses that provide economic opportunities to low- and very low-income persons.

Please refer to the *Section 3 Contractor, Subcontractor and Subrecipient Package* on our website: https://mainehousing.org/docs/default-source/development/construction-services/other-documents/section-3-contractor-subcontractor-subrecipient-package.pdf?sfvrsn=26f28615_5

J. Project Amenities. The Project must have the following amenities and services:

1. Community Room. The Project must include an on-site community room with sufficient capacity to serve tenants' needs. For a scattered-site Project, only one community room is required and should be centrally located to the greatest extent possible to best serve all tenants.
2. Laundry Facilities. The Project must include either a washer/dryer hook-up in each unit or a fully accessible, centrally located laundry facility with sufficient capacity to serve all tenants.
3. Broadband Access. The Project must include broadband infrastructure with capacity sufficient to support the provision of Telehealth services.

Broadband infrastructure includes cables, fiber optics, CAT5e (or greater) interior wiring, or other permanent (integral to the structure) infrastructure, including wireless infrastructure, as long as the installation results in broadband infrastructure in each dwelling unit sufficient for the build-to standard of The Maine Connectivity Authority.

Healthcare service providers and the tenants receiving care may not be charged for the use of the internet or wireless and telephone services provided for telemedicine services.

4. Shared Facilities. An amenity will meet the requirements if the amenity:
 - a) is fully accessible and located on an accessible path to the Project;
 - b) is within an existing multifamily housing project adjacent to the subject site,
 - c) has sufficient capacity to serve both the Project's tenants and the existing project,
 - d) will be available to the Project's tenants during the Compliance Period on the same terms as the residents of the existing multifamily project, and
 - e) will not charge the tenants to use the shared amenity other than a reasonable fee that does not exceed the amount charged to any others for the same use.
5. Recreational Activities. An area(s) of recreational activity must be located on the Project site or within a ½ mile. The area(s) and activities must be free of charge to the tenants and not require membership. Projects with single-family detached style units satisfy this requirement if each unit has a private lawn with sufficient room for playground equipment, gardening or other activities acceptable to MaineHousing.

- 6. Exceptions. The requirements of this subsection do not apply to existing multifamily housing projects if the Applicant cannot comply with the requirements because of the nature of the site, structural limitations, zoning restrictions or other land use limitations.

- K. Resident Service Coordination. The Applicant must make a resident service coordinator available twice weekly to the tenants on-site a minimum of one (1) hour per week for every five (5) Credit Units. The coordinator shall meet with tenants in a private and confidential manner to evaluate individual needs and make appropriate referrals. The services provided must be free of charge to the tenants. The Applicant must maintain adequate funding throughout the Compliance Period.

- L. Smoke-free Housing. The Applicant must
 - 1. implement a written occupancy policy prohibiting smoking in the units and common areas,
 - 2. include a non-smoking clause in the lease for every household, and
 - 3. make educational materials on tobacco treatment programs (including the phone number for the statewide Maine Tobacco HelpLine) available to all tenants through the resident service coordinator.

- M. Waiting List Preference. The Applicant must give an occupancy preference to eligible persons whose names are on a public housing or Section 8 waiting list, except for Projects: (i) financed by Rural Development, or (ii) with Section 8 Project-Based Rental Assistance (preference will apply to any Credit Unit without project-based rental assistance).

SECTION 6: SCORING CRITERIA

The Applicant must complete all information and submit all documentation required to be eligible for points.

Project Characteristics

- A. Rehabilitation or Reuse of Existing Housing, Structure or Site. **Up to 4 Points**

The Project site exhibits one or more of the following characteristics (2 points for each that applies, up to 4 points total):

- 1. Rehabilitation of existing rental housing containing 5 or more units without permanently displacing any existing tenants or increasing their housing costs (including rent and all other charges paid by the tenant) by more than 10%;

2. Rehabilitation, remediation, or reuse of an existing building or structure that has a current use other than multifamily rental housing;
3. One or more buildings or structures used for purposes other than single family residential housing or agriculture purposes, have been or will be demolished or removed for purposes of redeveloping the site;
4. Lots left vacant or nearly vacant in the development of a downtown or other city or town center, such as vacant lots or parking lots abutting commercial buildings and/or multifamily rental housing. Vacant lots in single-family residential areas are not eligible for points under this subsection. Undeveloped portions of existing sites are not eligible for points unless the existing project on the site previously satisfied one of the above criteria; or
5. Specifically designated by a municipality's elected body, planning board, or zoning board for redevelopment to renew a blighted area (as defined by 30-A M.R.S. §5153) or remediate environmental risks to the occupants.

B. Historic Rehabilitation. 5 points

The Project includes the rehabilitation of a certified historic structure using capital contributions generated from federal and state historic rehabilitation tax credits.

C. Projects Using Wood Fiber Insulation. 1 point

The Applicant pledges that a minimum of 50% of the square footage of each building's exterior thermal envelope will include wood fiber insulation unless it is deemed by MaineHousing, in its sole discretion, that it is infeasible due to either costs or supply chain delays.

D. Populations with Special Needs. 3 points

The Project gives an occupancy preference for at least 20% of all the units, but not less than 4 of the units, for Persons Experiencing Homelessness or persons who have disabilities, are victims of domestic violence, or have other special housing needs, to create permanent supportive housing for persons who require that level of intervention within the special needs populations.

The Applicant must commit to maintaining a separate waiting list for these units and make appropriate, voluntary services available through a qualified third-party provider other than the resident service coordinator required under Section 5.K. Project-Based Vouchers will not be available from MaineHousing for preference units, except in situations where an Applicant receives funding from the National Housing Trust Fund as described below in Section G.

E. Family Housing. **Up to 6 points**

The Project is for families and a minimum percentage of the Credit Units are two and/or three or more bedroom units as follows:

Project for Families with Minimum Percentage of Credit Units by Bedroom Size	Points
At least 50% of the Credit Units are two or more bedroom units and at least 20% of the Credit Units are three or more bedroom units	6 points
At least 70% of the Credit Units are two or more bedroom units	3 points

F. Accessibility. **Up to 12 points**

One (1) point for each unit that

1. exceeds the minimum number of such units required by applicable federal and state accessibility laws, and
2. meets the requirements for a Type A unit under ANSI Standard A117.1-2009, up to the maximum points by project type below.

Type of Project	Maximum Points
Projects providing Housing for Older Adults	12 points
Projects that are not specifically for Older Adults or Families, having only 1 BR and/or efficiency units	9 points
Family Projects	6 points

Financial Characteristics

G. National Housing Trust Fund. **3 points**

The Applicant agrees to accept and use any funding from MaineHousing’s National Housing Trust Fund program for the Project. Any funding award will require a certain number of units in the Project to be affordable to and occupied by Extremely Low Income households. Project-Based Vouchers will be made available for the minimum number of required National Housing Trust Fund units, as determined by MaineHousing. National Housing Trust Fund awards require a Part 93 Environmental Review and Project-Based Vouchers require a Part 58 Environmental Review. Applicants should review the requirements before agreeing to accept funding, to avoid withdrawal of an Application if the requirements cannot be met. Awarding points is not a commitment of funding from the National Housing Trust Fund.

H. Acquisition Cost.

Up to 5 points

Points are based on the percentage by which the acquisition costs are less than the average acquisition costs for a project of its type as follows:

Type of Project	Average Acquisition Cost
Acquisition and rehabilitation of existing housing	\$60,500 per unit
New construction	\$7,500 per unit
Adaptive Reuse	\$10,500 per unit

For purposes of this subsection, acquisition costs include

1. the purchase price for all of the land and any existing building(s) even if donated or leased to the Applicant at below market value,
2. the cost of razing or demolishing any building(s) and structure(s), or any part thereof, on the Project site, and
3. the Capitalized Lease Value of all leases of land or land and building(s) that are part of the Project, with the exception of parking spaces.

The value of any project reserves transferred to the Project as part of the acquisition and included in the purchase price will not be included for purposes of this subsection.

Percentage of Project's Acquisition Cost as compared to Average Acquisition Cost	Points
0% to 1% (nominal)	5 points
>1% to 20%	4 points
>20% to 40%	3 points
>40% to 60%	2 point
>60% to 80%	1 point

I. Property Tax Relief.

Up to 3 points

Points are based on the percentage of the Project's annual incremental property tax revenue returned to the Applicant or foregone by the taxing authority as follows:

Percentage and Duration of Tax Benefit or Relief	Points
50% to <75% for at least 15 years from the Placed in Service date	1 point
50% to <75% for at least 30 years from the Placed in Service date	2 points
≥ 75% for at least 15 years from the Placed in Service date	2 points
≥ 75% for at least 30 years from the Placed in Service date	3 points

Only Tax Increment Financing, payment in lieu of taxes, abatement, or other property tax

relief arrangement approved by the taxing authority and all other applicable governing entities are eligible. A Project that is either a) located in a jurisdiction that does not assess property taxes or b) exempt from property taxes will be awarded one (1) point.

Funding made possible by an Affordable Housing TIF will not be eligible unless the Applicant submits a complete application for the Affordable Housing TIF to TIFs@mainehousing.org at least 30 calendar days before the applicable Application deadline (for the 2027 State Ceiling no later than Tuesday, August 15, 2026 and for the 2028 State Ceiling no later than Tuesday, August 14, 2027). In order to count an Affordable Housing TIF application as “complete”, the application must include all of the information required by MaineHousing’s [Affordable TIF Application Form](#) and the Affordable Housing TIF Development Plan must have been approved by the relevant municipality. Points will not be awarded for an Affordable Housing TIF unless it is ultimately approved by MaineHousing, even if it was submitted before the applicable deadline.

Project Location

J. Housing Need. **Up to 10 points**

Points are based on the need for the type of housing in an area as follows:

1. Projects providing Housing for Older Adults located in the following Communities:

Older Adults			Points
Auburn	Ellsworth	Patten	10
Augusta	Falmouth	Pittsfield	
Bangor	Farmington	Portland	
Bar Harbor	Fort Kent	Presque Isle	
Belfast	Freeport	Rockland	
Biddeford	Gorham	Rockport	
Bingham	Hallowell	Rumford	
Blue Hill	Hampden	Saco	
Boothbay Harbor	Houlton	Sanford	
Brewer	Jackman	Scarborough	
Bridgton	Kennebunk	Skowhegan	
Brunswick	Kittery	South Portland	
Buxton	Lewiston	Topsham	
Calais	Lincoln	Van Buren	
Camden	Lisbon	Waterville	
Cape Elizabeth	Machias	Westbrook	
Caribou	Madawaska	Winslow	
Cumberland	Millinocket	Wiscasset	
Damariscotta	North Yarmouth	Yarmouth	
Dover-Foxcroft	Norway		

Eastport	Orono			
Arundel	Kennebunkport	Old Orchard Beach	8	
Benton	Lamoine	Orland		
Boothbay	Limestone	Orrington		
Canaan	Lincolnville	Oxford		
Chelsea	Lyman	Sebago		
Clinton	Madison	Sidney		
Durham	Manchester	Southwest Harbor		
Fairfield	Mars Hill	Vassalboro		
Farmingdale	Mexico	Warren		
Glenburn	Milbridge	West Bath		
Greene	Mount Desert	West Gardiner		
Greenville	Naples	Wilton		
Hancock	Nobleboro	Windham		
Harrison	Norridgewock	Woolwich		
Hermon	Oakland			
Ashland	Gardiner	Randolph		6
Bath	Garland	Rangeley		
Bethel	Guilford	Sangerville		
Bremen	Hebron	Sebec		
Brooklin	Hodgdon	Sedgwick		
Brooksville	Hope	South Bristol		
Charleston	Kenduskeag	Southport		
Chesterville	Linneus	Stonington		
Cornish	Long Island	Strong		
Cornville	Machiasport	Surry		
Dayton	Mapleton	Thomaston		
Dedham	New Sharon	Tremont		
Denmark	New Sweden	Trenton		
Dexter	Newcastle	Veazie		
East Machias	Newport	Washburn		
Easton	Old Town	Waterford		
Eddington	Otis	West Paris		
Edgecomb	Owls Head	Westport Island		
Fort Fairfield	Paris	Woodland		
Frenchville	Penobscot			
Fryeburg	Pownal			

2. Other Housing Projects in the following Communities:

Other Housing Projects (not specifically for Older Adults)			Points
Auburn Augusta Bangor Bar Harbor Biddeford Blue Hill Boothbay Harbor Brewer Bridgton Brunswick Calais Camden Cape Elizabeth Caribou Cumberland Damariscotta Danforth	Dover-Foxcroft Ellsworth Falmouth Farmington Fort Kent Freeport Gorham Greeneville Hallowell Houlton Lewiston Limestone Lincoln Machias Madawaska Millinocket Orono	Patten Portland Presque Isle Rockland Rockport Rumford Saco Sanford Scarborough Skowhegan South Portland Van Buren Waterville Westbrook Windham Wiscasset Yarmouth	10
Arundel Ashland Belfast Benton Brooksville Canaan Charleston Chesterville Clinton Cornish Dayton Dedham Durham East Machias Frenchville Fryeburg Greene Hancock Hebron	Hermon Hodgdon Hope Kenduskeag Kittery Lamoine Littleton Lyman Machiasport Manchester Mapleton Mount Desert Naples New Sharon Nobleboro Norridgewock North Yarmouth Old Orchard Beach Old Town	Orland Orrington Owls Head Sangerville Sebago Sedgwick Sidney Strong Surry Tremont Trenton Veazie Warren Waterford West Bath West Gardiner West Paris Woolwich	8
Bath	Hampden	Oxford	

Bethel Boothbay Buxton Chelsea Dexter Eddington Fairfield Fort Fairfield Gardiner Glenburn	Harrison Kennebunk Kennebunkport Lincolnville Madison Mexico Newcastle Newport Norway Oakland	Paris Southwest Harbor Stonington Thomaston Topsham Vassalboro Washburn Wilton Winslow	6
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3. Projects located on Native American tribal lands will be awarded **8 points**.

For the Applications submitted under the 2027-2028 QAP, Applicants may receive the Housing Needs score outlined in the 2025-2026 QAP for the municipality in which the Project is located, if that municipality saw a decrease in score in the 2027 2028 QAP.

K. Community Revitalization. **Up to 5 points**

Two (2) points if the Project is located within the boundaries of and contributes to the revitalization goals and efforts identified in a municipality’s comprehensive plan or a Community Revitalization Plan.

Two (2) points if the Project is located in a QCT and at least 20% of the units are market rate.

One (1) extra point if the Project also involves the preservation of existing Affordable Housing.

L. Smart Growth. **Up to 10 points**

Smart Growth Feature	Points
Access to Public Transportation. The Project is located within a Safe Walking Distance (½ mile or less) of a designated pick-up location for existing Fixed-route Public Transportation.	5 points
Demand Response Transportation. Demand Response Transportation is available to all tenants with no eligibility criteria that would limit or deny service.	5 points

Sponsor Characteristics

M. Readiness. **Up to 10 points**

MaineHousing must approve both the design to be submitted to the municipality and the State and the final design, including all plans, details and specifications. The Project and any Related Developments must have all

- 1. municipal land use approvals (except building and other permits customarily issued during construction), and **5 points**
- 2. State land use approvals (such as site plan, subdivision, storm water, or wetlands approvals) required to proceed with and complete construction. **5 points**

As of the Application date, the timeframe to appeal all such approvals must have expired with no appellate action being taken, or all appeals have been resolved.

N. Developer Capacity. **Up to 5 points**

Points are based on the development experience of the Applicant, any Principal thereof, or Affiliates of either as follows:

Successfully completed at least one multifamily rental housing project with MaineHousing funding or completed at least one LIHTC Project in another state(s).	5 points
Experience successfully developing and operating multifamily rental housing or experience managing Affordable Housing, <i>and</i> the Applicant has a contract with a qualified LIHTC consultant to develop the Project.	4 points
Experience successfully developing and operating multifamily rental housing.	3 points

O. Owner Performance. **Up to a 5 Point loss**

Points reductions are based on the recent performance of the Applicant. MaineHousing may reject the Application if it determines outstanding deficiencies are not addressed, or require financial statements from the Applicant, Principals thereof, or Affiliates.

Has been 60 calendar days or more delinquent in the payment of any MaineHousing loan since September 1, 2021 (except delinquencies resulting from the delay or loss of Section 8 housing assistance payments), was declared in default by MaineHousing, or needed a financial workout for any project within the last 5 years.	-2 points
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Had LIHTC Projects still in their Compliance Period that had an operating deficit at year-end in any previous year unless the operating deficit was fully funded by the Application deadline.	-2 point
Was (a) issued an IRS Form 8823 for any reason other than a violation of UPCS or local inspection standards (box 11c) that was subsequently reported as “non-compliance corrected” within the correction period; or (b) had an IRS audit finding resulting in a recapture event, since September 1, 2021.	-1 point

P. Management Experience. **Up to 2 points**

The company that will manage the Project has at least

one (1) staff person with a minimum of three (3) years of experience successfully managing: (a) at least one (1) LIHTC Project; or (b) at least one (1) low income housing property developed under a Federal program that is substantially similar to LIHTC, to be determined at MaineHousing’s sole discretion.	1 point
one (1) staff person with LIHTC training for every 150 units in LIHTC Project(s) the company plans to manage.	1 point

Q. Management Performance. **Up to a 3 point loss**

Point reductions for Management Companies are based on instances of poor performance measured by their management of LIHTC Projects in their portfolio that remain in their LIHTC Compliance Period as of the June 30 immediately preceding the Application deadline.

The average of the most recent physical plant inspection scores is below “Above Average” for properties that have a physical plant inspection on record dated within the three years prior to the June 30 immediately preceding the Application deadline.	-1 point
The average of Project Report submission scores, based on the most recent reporting deadlines occurring on or before June 30 preceding the Application deadline, is below “Above Average”.	-1 point
The average of the most recent Management and Occupancy Review scores is below “Above Average” for properties that have an MOR on record dated within the three years prior to the June 30 immediately preceding the Application deadline.	-1 point

R. Tie Breaker.

If more than one Application has the same score, the Application for the least amount of Credit and 0% deferred debt from MaineHousing per unit will have priority. If the Applications request the same amount of these resources, the Application with the most

acceptable plan to convert the Project to affordable homeownership for the residents after the Extended Use Period will have priority. The plan must describe the process for transferring ownership to the residents, the purchase price or process for determining it, any financial assistance available for residents (including any reserves), how the affordability will be maintained, and must provide for homebuyer counseling and professional representation of the residents at the time of the conversion.

S. Review Process.

MaineHousing will notify each Applicant of its initial score in writing. If MaineHousing assigns a score in a scoring category which is lower than the score the Applicant assigned itself in the scoring category, the Applicant will have five business days from such written notice to demonstrate to MaineHousing that the Application as submitted should receive the higher score. MaineHousing will then make a final determination of scores and the ranking of Applications.

SECTION 7: PROJECT EVALUATION

A. Amount of Credit. The amount of Credit allocated will be determined as follows:

1. The calculation of the amount of Credit will be based on 130% of Eligible Basis. MaineHousing has designated the entire State and all buildings therein, as a DDA under [Section 42\(d\)\(5\)\(B\)\(v\)](#) of the Code because of the high cost of developing housing, the low median income, and the high annual operating costs for housing relative to other states;
2. To determine the amount of Credit, MaineHousing will use the lesser of (a) the market rent, based on the Application market study as approved by MaineHousing, and (b) the maximum Credit rent. For three or more bedroom units MaineHousing will use the maximum Credit rent for two-bedroom units plus \$50.00;
3. The amount of Credit allocated for a Project will not exceed the least of
 - a) the amount the Project is eligible to receive under [Section 42](#) of the Code,
 - b) the amount MaineHousing determines is necessary for financial feasibility and viability throughout the Credit Period, and
 - c) the Maximum Credit Amount;
4. The Applicant must submit financial and all other required information. MaineHousing will evaluate the need for Credit based on
 - a) all sources of financing, including the terms and conditions,
 - b) equity expected to be generated by reason of tax benefits, and
 - c) the uses of funds, including the reasonableness of development costs and operating expenditures; and

5. In order to determine the amount of Credit, MaineHousing must identify a gap between development sources and uses absent a Credit allocation. MaineHousing may limit recognition of Intermediary Costs, re-characterize Project sources and uses and make reasonable assumptions with respect to projected revenues and expenses. MaineHousing will also take into consideration any federal limitations when combining the Credit with other federal assistance (i.e. “subsidy layering” guidelines).

B. Developer Fee. Developer Fee will be determined as follows:

1. Maximum Developer Fee. The total Developer Fee may not exceed the sum of 15% of the Housing Development Costs, plus 10% of the costs of acquisition of land, existing buildings and equipment, determined without regard to the Developer Fee.
2. Net Developer Fee. The amount of Developer Fee not deferred may not exceed \$750,000 plus any unused construction contingency returned to the Applicant after completion.
3. Additional Developer Fee. An Applicant is eligible for Developer Fee in excess of the Net Developer Fee calculated above only if it is deferred and used to:
 - a) increase the tax credit equity generated for the Project (this will not be included in the TDC Index calculation); or
 - b) reduce the taxable surplus cash distributions and increase the losses to the syndicator thereby improving the economics of the Project, within the following parameters: Additional Developer Fee up to \$20,000 per LIHTC unit may be excluded from the TDC Index calculation.

Any Developer Fee that is deferred shall not be interest-bearing or secured by a mortgage on the Project.

C. General Contractor Intermediary Costs. The general contractor’s Intermediary Costs must be:

1. separated from other construction and rehabilitation costs,
2. with general conditions and overhead and profit parsed out, and
3. no more than 14% of the Total Construction Cost, within the following ranges:
 - a) General conditions up to 6% of Total Construction Cost, and
 - b) Overhead and profit up to 8% of Total Construction Cost

D. Time of Credit Determination. MaineHousing will determine the amount of Credit at the time of

1. Application, which will be evidenced by the Notice of Award;
2. the allocation of Credit, including any carryover allocation;
3. the date each Qualified Building is Placed in Service; and
4. if a Qualified Building is allocated Credit pursuant to Section 9, the date of issuance of the tax-exempt bonds.

Prior to each determination, the Applicant must certify the full amounts of all funding sources and provide any other information required by MaineHousing.

- E. **Market Study.** The applicant must submit a comprehensive market study prepared by a qualified professional in accordance with the *National Council of Housing Market Analysis Model Standards for Market Studies for Rental Housing*. MaineHousing may require the Applicant to either correct any inadequacies it identifies or submit a new market study. MaineHousing also may elect to commission its own market study.
- F. **Construction Cost Increases.** MaineHousing may allocate additional Credit to a Project if its construction costs increase after the Application date and the increase is the result of market conditions or other circumstances beyond the Applicant's control. Any additional Credit will not exceed an amount necessary to generate equity equal to 5% of the Total Construction Cost based on construction bids.

SECTION 8: ALLOCATION OF CREDIT

- A. **Allocation.** MaineHousing will issue one or more IRS Form(s) 8609 after receipt of the following:
 1. A complete request for allocation of Credit in a form prescribed by MaineHousing.
 2. An audit report on the schedule of project costs prepared by an independent, third party certified public accountant including all associated costs (such as commissions, due diligence, legal, accounting, reserves, and other similar items).
 3. Certification of the Project's sources, including all federal, state and local subsidies in any stage of commitment. This certification must include income, operating and development cost projections and methods for satisfying any deficits.
 4. The allocation fee and monitoring fee less the amount of any allocation fee paid in connection with the issuance of a carryover allocation.
- B. **Carryover Allocation.**

1. The Applicant must submit the following to receive a carryover allocation:
 - a) A complete request for carryover allocation in the form prescribed by MaineHousing no later than the first day of December of the year in which the carryover allocation is made.
 - b) Certification of the Project's sources, including all federal, state and local funding. This certification must include income, operating and development cost projections and methods for satisfying any deficits.
 - c) Development progress report, including completion likelihood.
2. The applicant must execute a carryover allocation and return it to MaineHousing, together with the allocation fee, no later than December 31 of the year in which the carryover allocation is made.
3. A carryover allocation will be subject to the following conditions:
 - a) satisfactory evidence that more than 10% of the Project's reasonably expected basis is incurred within 12 months of the carryover allocation, including an audit report prepared by an independent, certified public accountant; and
 - b) any performance conditions MaineHousing may require.

Failure to comply with these conditions may result in termination of the carryover allocation.

- C. Tax Credit Compliance Experience. Prior to an allocation the Applicant must demonstrate that the entity managing the Project has sufficient Credit compliance experience and training. The entity must complete a Credit compliance training or receive a certification from a MaineHousing-approved trainer.
- D. Extended Use Agreement. Prior to an allocation of Credit, the Owner must enter into an Extended Use Agreement with MaineHousing obligating the Owner to comply with [Section 42](#) of the Code, the threshold requirements in Section 5, and commitments for which the Application was awarded points. The Extended Use Agreement must be recorded in the appropriate registry of deeds prior to all mortgage liens and encumbrances on the Project and before MaineHousing issues any IRS Form 8609 for the Project.
- E. Converting a Carryover Allocation. MaineHousing may convert a carryover allocation to the year in which it is terminated or the following year if there are extenuating circumstances beyond the Applicant's control. The carryover allocation must be rescinded by the mutual consent of MaineHousing and the Applicant. There can be no change in the design or financing that would render the Application withdrawn under Section 4.I. The Project will be subject to the QAP in effect at the time of the original allocation.

- F. Forward Allocation of Credit. MaineHousing may issue a binding commitment to allocate State Ceiling available in the subsequent year upon determining that the amount of Credit in the current year's State Ceiling is insufficient.

SECTION 9: TAX-EXEMPT BOND FINANCED PROJECTS

Projects financed with tax-exempt bond proceeds must satisfy all QAP requirements except

- A. the Maximum Credit Amount limitation in Section 3.C.,
- B. the application limits in Section 4.B.1.,
- C. the application deadlines in Section 4.B.2.,
- D. the selection process described in Sections 4.F.,
- E. the affordability threshold requirement set forth in Section 5.A.,
- F. the requirement of a minimum \$75,000 per unit of Rehabilitation Costs for Projects involving the acquisition and rehabilitation of existing housing in Section 5.C.2.,
- G. the scoring criteria in Section 6, and
- H. the Developer Fee limits in Section 7.B.

SECTION 10: MONITORING

- A. Compliance with Applicable Laws. Owners must comply with all local, state and federal laws and regulations, including without limitation:
 - 1. [Section 42](#) of the Code and associated regulations and guidance;
 - 2. UPCS and all other local, state and federal health, safety and building codes applicable to the Project;
 - 3. the [Federal Fair Housing Act, Title VIII of the Civil Rights Act of 1968](#), as amended by the Fair Housing Amendments Act of 1988 ([42 U.S.C. §3601 et seq.](#)), Title II of the Americans with Disabilities Act of 1990 ([42 U.S.C. §12101 et seq.](#)), and the Maine Human Rights Act ([5 M.R.S., Chapter 337, Subchapter IV](#)) and all other applicable federal, state and local fair housing and accessibility requirements, and the regulations, guidance and standards associated with all of the foregoing; and
 - 4. Title VI of the Violence Against Women Reauthorization Act of 2022, [42 USC Chapter 136, Subchapter III, Part M](#), and all associated regulations and guidance, as may be amended (VAWA).

B. Recordkeeping and Record Retention. Each Owner must keep on file and available to MaineHousing upon request the following records for each Qualified Building in its LIHTC Project(s) for each year in the Extended Use Period:

1. The total number of residential rental units including the number of bedrooms and the square footage of each unit;
2. The number of low-income units;
3. The rent charged for each unit including any utility allowances;
4. The number of occupants in each low-income unit;
5. The number of low-income unit vacancies and information showing when, and to whom, the next available units were rented;
6. Income certification and third-party documentation verifying the income of each household occupying a Credit Unit at the time of initial occupancy and for each new person added to the household after initial occupancy;
7. Annual income certifications and third-party documentation verifying the income of each household occupying a Credit Unit in a LIHTC Project are required if not all of the units in the LIHTC Project are Credit Units, or the LIHTC Project is financed or assisted under a state or federal program that requires annual certifications.

For a LIHTC Project with 100% Credit Units that are subject to more than one income limit, annual income certifications are only required for the households occupying the Credit Units subject to the lower income limits. The annual certification may be a self-certification, except that third-party documentation verifying the income of the household is required every 6 years from the date the LIHTC Project is Placed in Service and otherwise upon request by MaineHousing. The self-certification must be

- a) in writing,
- b) include the size of the household and annual household income,
- c) state that the information is complete and accurate,
- d) indicate that third-party source documentation will be provided if requested by the Owner or MaineHousing, and
- e) witnessed.

Annual income certifications are not required for a LIHTC Project with 100% Credit Units subject to the same income limit.

8. The Eligible Basis and Qualified Basis of each Qualified Building at the end of the first year of the Credit Period;
9. The character and use of the nonresidential portion of a Qualified Building included in its Eligible Basis;
10. A determination of the student status of the resident household;
11. The tenant occupancy policies and procedures and lease. The lease form and content must be acceptable to MaineHousing and comply with all applicable federal, state and local laws (including VAWA); and
12. All other disclosures to tenants, certifications and other records required by applicable local, state and federal laws.

Owners must maintain these records throughout the Extended Use Period for at least 6 years after the due date (with extensions) for filing the federal income tax return for that year, except that the records for the Credit Period's first year must be retained at least 6 years beyond the due date (with extensions) for filing the federal income tax return for the last year of the Compliance Period.

C. Annual Reports. Each Owner must submit the following to MaineHousing by March 1st of each year throughout the Extended Use Period:

1. Certification for the prior calendar year that the Owner's LIHTC Project(s) comply with IRS Treasury Regulation §1.42-5(c)(1) and *MaineHousing's Low Income Housing Tax Credit Program Owner's Certificate of Continuing Program Compliance* attached hereto as **Appendix D**. A completed and executed IRS Form 8609 for each Qualified Building must be submitted with the first certification; and
2. Certain information and data about the tenants in Credit Units for the prior calendar year, including household income; monthly rental payments; family composition; use of Section 8 rental assistance and other similar assistance; the race, ethnicity, age and disability status of the members of the households; and all other occupancy information required by MaineHousing.

D. Review. For new LIHTC Projects, MaineHousing will complete a review of tenant records within two (2) years following the year the last Qualified Building is Placed in Service. MaineHousing will give owners reasonable prior written notice of a review. To the extent required by the Internal Revenue Service (IRS), MaineHousing will inspect low income certifications and tenant records in accordance with IRS Treasury Regulation §1.42

5(c)(2)(iii)(A) through (D) and §1.42 5(d) and will give no more than 15 calendar days prior notice.

E. Inspections. Every one to three years after a Project is Placed in Service, MaineHousing will inspect LIHTC Projects. For new LIHTC Projects, MaineHousing will inspect Credit Units by the end of the second calendar year following the year the last Qualified Building is Placed in Service. MaineHousing will give reasonable prior written notice. To the extent required by the Internal Revenue Service, MaineHousing will inspect the LIHTC Projects in accordance with IRS Treasury Regulation §1.42 5(c)(2)(iii)(A) through (D) and §1.42 5(d) and will give no more than 15 calendar days prior notice.

F. Utility Monitoring

All projects funded by this QAP will require monitoring and reporting of all utilities for all units in the manner and form provided by MaineHousing.

G. Notification of Noncompliance. MaineHousing will notify an Owner in writing of any failure to

1. submit any complete certifications or information required by MaineHousing when due,
2. allow MaineHousing to perform any review or inspection required under this Section, or
3. comply with [Section 42](#) of the Code or any others requirements under this QAP.

The Owner will have a reasonable period of time to correct the noncompliance identified in the notice. MaineHousing will file a Form 8823, “Low-Income Housing Credit Agencies Report of Noncompliance” with the Internal Revenue Service within 45 calendar days of the end of the correction period.

SECTION 11: GENERAL

A. Conflicts. If this rule conflicts with [Section 42](#) of the Code or any other provision of federal or State law, the federal or State law shall control.

B. Full Discretion. MaineHousing is entitled to the full discretion allowed by law in making all decisions and interpretations under this rule.

C. Not an Entitlement. This rule establishes a pool of eligible Applicants but does not preclude additional reasonable criteria and does not confer any automatic right or entitlement to Credit on any person or entity eligible hereunder. MaineHousing may reject any and all Applications and may refuse to award any or all of the Credit.

D. Final Agency Action. The director of MaineHousing, individually or by exercise of the delegation of powers contained in the Act, shall make all decisions and take all action

necessary to implement this rule. Such action of the director shall constitute final agency action.

- E. Waiver. Upon a determination of good cause, the director of MaineHousing or the director's designee may, subject to statutory limitations, waive any provision of this rule. The waiver must be in writing and must be supported by documentation of the pertinent facts and grounds.
- F. Freedom of Access Act. MaineHousing is subject to the Freedom of Access Act, [1 M.R.S. §401 et seq.](#), which requires the disclosure of all information provided to MaineHousing that is not specifically excluded, such as confidential information under the Act. MaineHousing shall not be liable for the disclosure of any information that it determines must be disclosed under the Freedom of Access Act.
- G. Liability. Compliance with [Section 42](#) of the Code is the responsibility of the Owner. MaineHousing is in no way responsible for an Owner's compliance or liable for an Owner's noncompliance. Any allocation, review or inspection by MaineHousing and any determination made by MaineHousing pursuant to this QAP is for the sole benefit of MaineHousing. No liability or responsibility for Owner compliance with [Section 42](#) of the Code or other applicable requirements and no representation or warranty of a Project's feasibility or viability, eligibility for Credit, or compliance shall be implied or construed from any such actions and determinations by MaineHousing.
- H. Headings/Context. The headings in this rule are for convenience only and do not define or limit the scope of the provisions of this rule. The use of Section, Subsection or Appendix without a reference to another document or source refers to a section, subsection and Appendix of this rule. All Appendices attached to this Rule are incorporated herein and made a part of this Rule.

STATUTORY AUTHORITY: 30-A MRS §§4741(1) and 4741(14), §4726, Section 42 of the Internal Revenue Code of 1986, as amended

EFFECTIVE DATE: May 25, 1987

EFFECTIVE DATE (ELECTRONIC CONVERSION):

NON-SUBSTANTIVE CORRECTIONS:

April 4, 1989 – amended to conform to federal law changes and procedural changes.

March 6, 1991 – amended to conform to changes in federal law made by the Omnibus Budget Reconciliation Act of 1990 and procedural changes.

February 12, 1992 – amended to make certain procedural changes.

September 24, 1992 - amended to make certain procedural changes.

January 30, 1993 – amended to make policy changes, procedural changes and/ or grammatical changes.

February 5, 1994 – amended to make policy changes, procedural changes and/ or grammatical changes.
April 26, 1995 – amended to make policy changes, procedural changes and/ or grammatical changes.
April 24, 1996 – amended to make policy changes, procedural changes and/ or grammatical changes.
February 16, 1997 – amended to make policy changes, procedural changes and/ or grammatical changes.
January 12, 1999 – amended to make policy changes, procedural changes and/ or grammatical changes.
January 9, 2000 - amended to make policy changes, procedural changes and/ or grammatical changes.
January 13, 2001 – amended to make policy changes, procedural changes and/ or grammatical changes.
July 7, 2001 – amended to make policy changes, procedural changes and/ or grammatical changes.
January 20, 2002 - amended to make policy changes, procedural changes and/ or grammatical changes.
November 25, 2002 – amended to make policy changes, procedural changes and/ or grammatical changes.
January 12, 2004 - amended to make policy changes, procedural changes and/ or grammatical changes.
November 8, 2005 - amended to make policy changes, procedural changes and/ or grammatical changes.
November 6, 2006 – amended to make policy changes, procedural changes and/ or grammatical changes.
September 17, 2007 – amended to make policy changes, procedural changes and/ or grammatical changes.
March 15, 2010 - amended to make policy changes, procedural changes and/ or grammatical changes.
October 25, 2011 – amended to make policy changes, procedural changes and/ or grammatical changes.

REPEALED AND REPLACED:

June 25, 1990
September 25, 2012
August 10, 2013
October 3, 2014
August 7, 2016
November 26, 2017
July 4, 2018
July 8, 2019
July 12, 2020
July 13, 2022
July 3, 2024

FISCAL IMPACT OF THE RULE: The 2027 State of Maine ceiling of federal low-income housing tax credits is projected to raise approximately \$40,500,000 of private investor capital, and the 2028 State of Maine ceiling of federal low-income housing tax credits is projected to raise approximately \$41,150,000 of private investor capital. The private investor capital generated by the federal low-income housing tax credits will be used to develop affordable housing for low-income persons. Additionally, it is estimated that 1,400 jobs a year will be created with this investment. The rule will not impose any costs on municipalities or counties for implementation or compliance.

EFFECTIVE DATE: JUNE XX, 2026

APPENDIX A

Definitions

“Above Average” means an average overall score of 4 in the rating category - Physical plant inspections, Project Reports submissions, or Management and Occupancy Reviews. Physical plant inspections, and Management Occupancy Reviews are scored on the following scale: 1- Unsatisfactory, 2 – Below Average, 3 – Average, 4 – Above Average, and 5 – Superior. Project Reports submissions are scored as 5-Timely Submission and 1-Late Submission for each required submission report – Audited Financial Review (AFR), Budget, and Owner Certification of Continued Compliance.

“Act” means the Maine Housing Authorities Act, [30-A M.R.S. §4701 et seq.](#), as may be amended from time to time.

“Adaptive Reuse” means the conversion of an existing non-housing building or structure to multi-family residential rental housing or the reconstruction of existing housing that has become functionally obsolete, as determined by MaineHousing.

“Additional Developer Fee” means Developer Fee in excess of the allowed Net Developer Fee. If this fee generates additional equity for the project, it will be exempt from the TDC Index calculation. If this fee is for purposes of reducing the taxable surplus cash distributions and increasing the losses to the syndicator thereby improving the economics of the project, up to \$20,000 per LIHTC unit will be exempt from the TDC Index calculation.

“Affiliates” means any person or entity directly or indirectly controlling, controlled by, or under common control with another person or entity.

“Affordable Housing” means multi-family rental housing that has five or more units and is assisted under a HUD or Rural Development program or is subject to a restrictive covenant requiring units in the housing to be restricted to households with income at or below 60% of area median income, as determined by HUD.

“Affordable Housing TIF” means an affordable housing development district and development program approved by MaineHousing pursuant to MaineHousing’s Affordable Housing Tax Increment Financing Program, [30-A M.R.S., Chapter 206, Subchapter 3](#) and the Act, as may be amended.

“Applicant” means the entity applying for Credit, its successors and assigns, which must be the entity that will be the owner of the Project for tax purposes; must be duly organized and validly existing under the laws of the state in which it is formed, and if not formed in this State, must be duly authorized to conduct business in this State; and must be in good standing under the laws of this State and its state of formation, if not this State.

“Application” means an application to MaineHousing for an allocation of Credit.

“Capitalized Lease Value” means the net present value of all lease payments under a lease calculated

over the term of the lease using the 10-year Treasury note rate 60 calendar days before the Application deadline plus 300 basis points.

“Code” means the Internal Revenue Code, Title 26 of the United States Code, and applicable regulations promulgated pursuant thereto, as may be amended.

“Community Revitalization Plan” means (1) a community that has been designated by HUD or RD as an Empowerment Zone, a Renewal Community or Enterprise Community, or a Neighborhood Revitalization Strategy Area; or (2) a written plan that was formally adopted by the governing body of a municipality no more than twelve (12) years prior to the Application deadline following a concerted planning process and public input, specifically targets a neighborhood or area in the community (not a single building or site or the entire municipality) for redevelopment or revitalization, and includes (a) an assessment of the existing physical structures and infrastructure of the area, (b) detailed policy goals with respect to economic redevelopment, the rehabilitation or development of housing (including multi-family rental housing) and the improvement or expansion of infrastructure, and (c) proposed activities and a timetable for implementing the policy goals. Plans for a single development and plans formulated by or on behalf of the Applicant are not Community Revitalization Plans. A comprehensive plan that meets all of the requirements in (2) may qualify.

“Compliance Period” means the period defined in Section 42(i)(1) of the Code.

“Credit” or “LIHTC” means the low-income housing tax credit established pursuant to [Section 42](#) of the Code and allocated pursuant to this rule.

“Credit Period” means the period defined in Section 42(f)(1) of the Code.

“Credit Units” means units in a Project that are eligible for Credit.

“Demand Response Transportation” means on-call transportation services that operate at least 3 days per week and provide service throughout the day.

“Developer Fee” means the total compensation for the work, costs and risks associated with developing a Project, including without limitation, creating the Project concept, identifying and acquiring the Project site, obtaining construction and permanent financing, obtaining necessary subsidies, negotiating the syndication of investment interests in the Project, obtaining all necessary regulatory approvals, constructing and/or rehabilitating the Project and marketing, and includes all amounts paid to consultants to perform this work, except fees for professional services such as environmental assessments, rental market studies, soil tests, and water tests, and includes all reserves, in the form of cash, expected to be paid to the tax credit developer from the Project.

“DDA” means an area of the State that is designated by HUD as a difficult development area pursuant to [Section 42\(d\)\(5\)\(B\)\(iii\)](#) of the Code or an area of the State that is designated by MaineHousing as a difficult-to-develop area in Section 7.A.1 pursuant to [Section 42\(d\)\(5\)\(B\)\(v\)](#) of the Code.

“Extended Use Agreement” means an agreement that satisfies the requirements of [Section 42\(h\)\(6\)\(B\)](#) of the Code.

“Extended Use Period” means the period of time specified by MaineHousing in the Extended Use Agreement executed in connection with a Project pursuant to [Section 42\(h\)\(6\)\(D\)](#) of the Code, which is the period set forth in Section 5.A. for Projects allocated Credit under the State Ceiling.

“Extremely Low Income” means income that is at or below 30% of the area median income as determined pursuant to the regulations and guidance governing the National Housing Trust Fund.

“Family Housing” means housing for families that qualifies for points under the Family Housing scoring criteria set forth in Section 6.E.

“Fiscal Year” means the fiscal year for a LIHTC Project as defined in the Owner’s organizational documents.

“Fixed-route Public Transportation” means year-round, regularly scheduled public transportation that operates at least 5 days per week and provides regular service throughout the day.

“Housing Development Costs” means the total of all direct and indirect costs incurred in financing, creating, purchasing or rehabilitating a LIHTC Project except the costs attributable to the acquisition of the land and any existing buildings as determined by MaineHousing.

“Housing for Older Adults” means a Project that is designated as elderly or senior housing and receives funding and project-based rental assistance under a RD or HUD multi-family elderly housing program (such as [RD’s Section 515 Rural Rental Housing Program](#) and [HUD’s Section 202 Supportive Housing for the Elderly Program](#)) or that meets the definition of “housing for older persons” under the federal [Fair Housing Act, 42 U.S.C. §3607\(b\)\(2\)](#) and the Maine Human Rights Act, [5 M.R.S. §4581 et seq.](#) and all associated regulations, as may be amended.

“HUD” means the United States of America acting through the United States Department of Housing and Urban Development.

“Intermediary Costs” means all Housing Development Costs except the actual construction costs or eligible rehabilitation costs under [Section 42\(e\)](#) of the Code attributable to the development of the units.

“IRS” means the United States Department of Treasury, Bureau of Internal Revenue Service.

“LIHTC Project” means a qualified low-income housing project as defined in and governed by [Section 42\(g\)](#) of the Code.

“MaineHousing” means Maine State Housing Authority.

“MaineHousing’s Construction Standards” means MaineHousing’s [Quality Standards and Procedures Manual](#) in effect 60 calendar days prior to the applicable deadline for an Application for Credit which include without limitation certain energy efficiency standards and UPCS and incorporate MaineHousing’s accessibility policy and procedures.

“Maximum Credit Amount” means the maximum amount of Credit a Project is eligible to receive pursuant to Section 3.C.

“National Housing Trust Fund” means the Housing Trust Fund established under Title I of the Housing and Economic Recovery Act of 2008, [12 U.S.C. §4568](#), together with associated regulations and guidance now or hereafter promulgated pursuant thereto.

“Net Developer Fee” means the Developer Fee with respect to a Project that does not exceed the applicable limit set forth in Section 7.B.2., including any portion thereof that is deferred or loaned to pay for costs associated with the Project (and does not include any additional Developer Fee allowed under Section 7.B.3).

“Notice of Award” means the notice that a Project has been selected for further evaluation to determine the Project’s eligibility for Credit and the amount of Credit to be allocated for the Project. The Notice of Award will require the submission of all information necessary for MaineHousing to determine the amount of Credit, if any, to be allocated to the Project, obligate the Applicant to fulfill all commitments made in the Application, and require the Applicant to promptly and diligently develop and complete the Project according to the deadlines specified in the notice.

“Owner” means the legal owner of a LIHTC Project or Qualified Building for which an Application has been submitted to MaineHousing or which has received an allocation of Credit from MaineHousing pursuant to this Qualified Allocation Plan or a prior Qualified Allocation Plan for the State.

“Ownership Transfer Rule” means Chapter 27 of MaineHousing’s rules, *Transfers of Ownership Interests*, and the policies and procedures related thereto, all as may be amended.

“Passive House Certification” means certification from Passive House Institute US, Inc. (PHIUS) or Passive House Institute (PHI) prior to MaineHousing’s issuance of IRS Form 8609.

“Persons Experiencing Homelessness” means persons sleeping in a place not meant for human habitation, in an Emergency Shelter, or in other emergency housing; persons exiting an institution where they resided for 90 days or less and who had resided in an Emergency Shelter, other emergency housing, or place not meant for human habitation before entering that institution; and persons fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions in the individual’s or family’s current housing situation, including where the health and safety of children are jeopardized, and who have no other residence and lack the resources or support networks to obtain other permanent housing.

“Placed in Service” means the date on which a Qualified Building is suitable and available for occupancy as determined in accordance with [Section 42](#) of the Code.

“Principal” means any person or entity with a controlling interest in another entity, including without limitation, a person or entity with an ownership interest in an Applicant that controls the development and day-to-day operation of a Project, such as the general partner(s) of a limited partnership or the manager(s) or member(s) invested with the management authority of a limited liability company, and all persons and entities with an ownership interest in or control of said entity.

“Project” means the property described in the Application, which must be a qualified low-income housing project as defined in and governed by [Section 42\(g\)](#) of the Code.

“Project Reports” means the annual certification and tenant data required under Section 10.C., and if required for the LIHTC Project, the audited financial report (AFR) and the annual project budget.

“QCT” means an area of the State designated by HUD as a qualified census tract pursuant to [Section 42\(d\)\(5\)\(B\)\(ii\)](#) of the Code.

“Qualified Allocation Plan” or “Plan” means the plan for allocating and administering the Credit adopted by the housing credit agency pursuant [Section 42\(m\)\(1\)\(B\)](#) of the Code.

“Qualified Building” means a qualified low-income building as defined in and governed by [Section 42\(c\)\(2\)](#) of the Code.

“Qualified Contract” means a contract as defined in Section 42(h)(6)(F) of the Code.

“Qualified Nonprofit Organization” means a qualified nonprofit organization as defined in Section 42(h)(5)(C) of the Code.

“Rehabilitation Costs” means with respect to a Project (1) the site costs, (2) the costs of complying with the construction requirements of other funding sources except those required by the Applicant, any Principal thereof or Affiliates of either, (3) contractor profit, overhead and general conditions, and (4) certain costs identified in the capital needs assessment required under Section 5.C.1. of the QAP, including (a) the cost of correcting all violations of applicable federal, state and local health, safety and building codes and correcting deferred maintenance, (b) the rehabilitation or replacement of all structures, systems, facilities and components that have reached or exceed their useful life or will reach their useful life within 5 years, (c) the cost of complying with MaineHousing’s Construction Standards, (d) the cost of complying with the most current accessibility requirements for new construction projects under applicable federal, state and local accessibility laws, regulations, standards and guidance, and (e) the remediation and disposal of any environmental or other hazards identified in environmental reports. Rehabilitation Costs do not include construction contingency, relocation costs, or other soft costs.

“Related Development” means any development of which the Project is a part or is related and the Project cannot be completed, either structurally or financially, without the completion of the development.

“RD” or “Rural Development” means the United States of America acting through the United States Department of Agriculture, Rural Housing Services.

“Safe Walking Distance” means a pedestrian route appropriate to the area, as determined by MaineHousing, with sidewalks, crosswalks and traffic signals at busy roads or intersections and year-round walkability, which includes being plowed during the winter.

“Section 8” means Section 8 of the United States Housing Act of 1937, [42 U.S.C. §1437f](#), as may be amended.

“Service Center Community” means an entire municipality that provides jobs and retail to surrounding areas and is a center for education, health care, cultural, recreational and social services,

designated pursuant to the Municipal Planning Assistance Program of the State's Department of Agriculture, Conservation and Forestry as a Regional Service Center as of January 2013.

“State” means the State of Maine.

“State Ceiling” means the State's housing credit ceiling established pursuant to [Section 42\(h\)\(3\)\(C\)](#) of the Code.

“Tax Increment Financing” means any type of tax increment financing, including without limitation an Affordable Housing TIF, a development district and development program approved by a municipality or a tax increment financing district approved by the State's Department of Economic and Community Development pursuant to [30-A M.R.S., Chapter 206](#), as may be amended.

“TDC Index” means the calculation described in Section 5.B.

“TDC Index Cap” means the limit on Total Development Cost set forth in Section 5.B.

“Telehealth” means the use of interactive real-time visual and audio or other electronic media for the purpose of consultation and education concerning and diagnosis, treatment, care management, and self-management of a patient's physical and mental health and includes real-time interaction between the patient and the telehealth provider, synchronous encounters, asynchronous encounters, store and forward transfers and remote patient monitoring. Telehealth includes telephonic services when interactive telehealth services are unavailable or when a telephonic service is medically appropriate for the underlying covered service.

“Total Construction Cost” means the sum of site costs, costs of constructing or rehabilitating structures, systems, facilities, units and components, general requirements, bond premiums, and contractor overhead and profit as determined by MaineHousing.

“Total Development Cost” or “TDC ” means Total Project Cost less (1) the fees required by MaineHousing, (2) the Project's operating deficit account to the extent required by MaineHousing, (3) the costs associated with any commercial space developed in connection with the Project, and (4) up to \$20,000 per unit in Additional Developer Fee. “Total Project Cost” means the sum of all costs associated with the development, construction and rehabilitation of a Project, as determined by MaineHousing. Total Project Cost includes, without limitation, acquisition costs, the Capitalized Lease Value of all leases of land and building(s), demolition costs, Total Construction Cost, construction contingency, costs associated with community service facilities included in the Eligible Basis of the Project, soft costs (such as permits, design and engineering fees, environmental reports, appraisals, market studies and legal fees), syndication costs, Developer Fee, financing costs and project reserves. Community service facilities are not considered commercial space for purposes of Total Project Cost.

“UPCS” means the Uniform Physical Conditions Standards established by HUD pursuant to [24 CFR §5.703](#), as may be amended.

APPENDIX B
Pre-Application Submission Requirements

Applicants must submit a request for pre-application review and the following information to MaineHousing **at least 60 calendar days before the applicable Application deadline.**

1. A narrative description of the Project and any Related Development, including, the location, type of housing, total number of units by bedroom size, breakdown of required and/or pledged accessible units by type and location, total number of income-restricted units by bedroom size, proposed affordability, any existing affordability restrictions, any existing or proposed use restrictions, common areas and amenities at the Project, any community service facilities, any commercial space and other unique features of the Project.
2. Conceptual, Diagrammatic Site Plan and Conceptual Floor Plans and Conceptual Building Elevations in accordance with the requirements set forth in MaineHousing's *Quality Standards and Procedures Manual* which can be found at <https://www.mainehousing.org/programs-services/housing-development/construction-services>.
3. The status of applicable federal, State and local land use approvals for the Project and any Related Development, and any site, subdivision and other plans for the Project and any Related Development that have been prepared for submission or have been submitted to applicable municipal, state and federal governmental entities.
4. Details about the parking for the Project, including the number, type and location of all on-site parking and off-site parking and the terms and conditions thereof.
5. An explanation and all supporting documentation for any exceptions from the requirement to provide a community room, laundry facilities, telemedicine facilities or area activities in accordance with Section 5.J of the QAP.
6. All available information about any known or suspected environmental conditions on the Project site and any Related Development or adjacent sites that may impact the Project site or any Related Development, including any environmental reports and all available radon test results for the Project site. To the extent feasible, identify any and all visible (both on and off-site) fuel oil and propane tanks and include them on the site plan
7. A capital needs assessment for any existing housing that meets the requirements in Section 5.C. and Appendix C.
8. A conceptual construction estimate(s) prepared by a qualified general contractor or third-party estimator for the Project and any Related Development, including trade breakdowns in the form of a schedule of values and a reasonable estimating contingency, if applicable, with sufficient detail to demonstrate expected construction-related costs. All exclusions and qualifications, if any, must be clearly stated in the estimate. The estimate is to be the basis of the hard cost line items contained in the project underwriting without exception.
9. A projected development and operating budget(s) for the Project and any Related Development which must be submitted electronically in the format prescribed by MaineHousing.

APPENDIX C

Capital Needs Assessment Requirements

1. The assessment must include a site visit, an interview with the on-site property manager and maintenance personnel concerning prior and pending repairs and improvements and existing or chronic physical deficiencies, and a physical inspection of the interior and exterior of at least 20% of the units and all other structures, facilities, systems and components that will be part of the Project, including the following:

- a) Site, including without limitation topography, drainage, pavement, curbing, walkways, sidewalks, parking, accessible parking, accessible routes, landscaping, amenities, water, sewer, storm drainage, and all utility lines;
- b) Structural systems and components, both substructure and superstructure, including without limitation foundations, exterior walls, balconies, porches, and stairways, exterior doors and windows, chimneys and roofing;
- c) Interiors, including without limitation unit and common area finishes and substrata (e.g. flooring, underlayment, carpeting, plaster or drywall, wall coverings and paint condition), and unit and common area kitchen finishes, cabinets, countertops and appliances, and unit and common area bathroom finishes, fixtures and accessories, laundry facilities, and common area lobbies and corridors; and
- d) Building systems, including without limitation plumbing supplies and drainage, domestic hot water production, heating, ventilating and air-conditioning production and distributions systems, fuel storage and delivery systems, electrical power distribution and metering systems, lighting controls and fixtures, smoke, fire and any other alarm systems, fire protection systems, security systems, and elevators.

The capital needs assessment must specifically identify all structures, systems, facilities, units and components that were inspected and must include a concise overview of the physical and operational condition of the existing housing and a detailed assessment of the expected useful life and the remaining useful life of each structure, system, facility, unit and component inspected. The assessment must also consider the presence of environmental and other hazards, including without limitation, asbestos, lead paint, mold, water damage and insect infestations.

2. The capital needs assessment must include a recommended scope of work and a cost estimate to complete the scope of work that addresses the following capital needs of the Project, without consideration of financial feasibility:

- a) Correction of all violations of applicable federal, state and local building, health and life safety codes and correction of all deferred maintenance;
- b) Rehabilitation or replacement of all structures, systems, facilities, units and components that have reached or exceeded their useful lives or will reach their useful lives within 5 years;
- c) Rehabilitation of all units and common areas and facilities to bring them into compliance with MaineHousing's Construction Standards to the maximum extent feasible;
- d) Rehabilitation of the minimum number of units and all common areas and facilities that are necessary to comply with the most current requirements for new construction projects under applicable federal, state and local accessibility laws, regulations, standards and guidance (which include without limitation, [Section 504 of the Rehabilitation Act of 1973](#), HUD's housing regulations at [24 C.F.R. Part 8](#) and any accessibility standard designated by HUD; Title II and Title III of the Americans with Disabilities Act of 1990 and the 2010 Standards of Accessible Design; and if the Project involves substantial rehabilitation,

the Maine Human Rights Act, the Maine Human Rights Commission's Chapter 8, Housing Regulations, and ANSI Standard A117.1-2009); and

e) Remediation and disposal of any environmental or other hazards identified in the assessment.

3. The capital needs assessment must also identify any structures, systems, facilities, units and components with a remaining useful life of less than 30 years. The Application must include a plan for future rehabilitation or replacement of any identified structure, system, facility, unit and component with a useful life of less than 30 years that is not included in the scope of work for the Project, including possible funding sources, which will be considered in establishing the appropriate funding amounts for the Project's reserve accounts.

**APPENDIX D
LOW INCOME HOUSING TAX CREDIT PROGRAM
OWNER'S CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE**

To: *MaineHousing*
26 Edison Drive
Augusta, ME 04330

Certification Dates:	From: January 1, 20 _____	To: December 31, 20 _____		
Project Name:			Project No:	
Project Address:		City:	County:	Zip:
Tax ID # of Ownership Entity:				
Building Identification Number(s):	(1)	(2)	(3)	
	(4)	(5)	(6)	
	(7)	(8)	(9)	
	(10)	(11)	(12)	

No buildings have been Placed in Service
 At least one building has been placed in Service but owner elects to begin credit period in the following year.
 If either of the above applies, please check the appropriate box, and proceed to page 2 to sign and date this form.

The undersigned _____ on behalf of _____

_____ (the "Owner"), hereby certifies that:

1. The project meets the minimum requirements of: (check one)
 - 20 - 50 test under Section 42(g)(1)(A) of the Code
 - 40 - 60 test under Section 42(g)(1)(B) of the Code
 - 15 - 40 test for "deep rent-skewed" projects under Section 42(g)(4) and 142(d)(4)(B) of the Code
 - Income Averaging

2. There has been **no change in the applicable fraction** (as defined in Section 42(c)(1)(B) of the Code) for any building in the project:

NO CHANGE **CHANGE**

If **"Change"**, list the applicable fraction to be reported to the IRS for each building in the project for the certification year on page 4:

3. There have been no changes in the building's eligible basis under Section 42(d) of any building in the project.

NO CHANGE **CHANGE**

If **"Change"**, list the changes on page 4:

4. The owner has received an annual Tenant Income Certification from each low-income resident and documentation to support that certification, or the owner has a re-certification waiver letter from the IRS in good standing, has received an annual Tenant Income Certification from each low-income resident, and

documentation to support the certification at their initial occupancy.

YES NO

5. Each low-income unit in the project has been rent-restricted under Section 42(g)(2) of the Code:

YES NO

6. All low-income units in the project are and have been for use by the general public and used on a non-transient basis (except for transitional housing for the homeless provided under Section 42 (i)(3)(B)(iii) of the Code):

YES NO HOMELESS

7. There has been no finding of discrimination under the Fair Housing Act, 42 U.S.C 3601-3619 with respect to this project. A finding of discrimination includes an adverse final decision by the Secretary of Housing and Urban Development (HUD), 24 CFR 180.680, an adverse final decision by a substantially equivalent state or local fair housing agency, 42 U.S.C 3616a(a)(1), or an adverse judgment from a federal court:

FINDING NO FINDING

If "**Finding**", please explain the nature of the violation and attach a copy of the decision or judgment.

8. There has been no finding of discrimination under any other applicable local, State or federal equal access or nondiscrimination law with respect to this project. A finding of discrimination includes an adverse final decision by the governmental agency responsible for administering such law, or an adverse judgment from a court with jurisdiction over such law:

FINDING NO FINDING

If "**Finding**", please explain the nature of the violation and attach a copy of the decision or judgment.

9. Each building in the project is and has been suitable for occupancy, taking into account local health, safety, and building codes (or other habitability standards), and the state or local government unit responsible for making building code inspections did not issue a report of a violation for any building or low income unit in the project:

YES NO

If "**No**", explain the nature of violation on page 4 and attach a copy of the violation report as required by 26 CFR 1.42-5 and any documentation of correction.

10. Each building and all FedHome (HOME) assisted units are suitable for occupancy, taking into account State and local health, safety, and other applicable codes, ordinances, and requirements, and the ongoing property standards established by the participating jurisdiction (MaineHousing) to meet the requirements of 24 CFR, Part 92, HOME Investment Partnership Program, Section 92.251.

YES NO N/A

11. There has been **no change in the eligible basis** (as defined in Section 42(d) of the Code) of any building in the project since last certification submission:

NO CHANGE CHANGE

If "**Change**", state nature of change (e.g., a common area has become commercial space, a fee is now charged for a tenant facility formerly provided without charge, or the project owner has received federal

subsidies with respect to the project which had not been disclosed to the allocating authority in writing) on page 4:

12. All tenant facilities included in the eligible basis under Section 42(d) of the Code of any building in the project, such as swimming pools, other recreational facilities, parking areas, washer/dryer hookups, and appliances were provided on a comparable basis without charge to all tenants in the buildings:
 YES NO
13. If a low-income unit in the project has been vacant during the year, reasonable attempts were or are being made to rent that unit or the next available unit of comparable or smaller size to tenants having a qualifying income before any units were or will be rented to tenants not having a qualifying income:
 YES NO
14. If the income of tenants of a low-income unit in any building increased above the limit allowed in Section 42(g)(2)(D)(ii) of the Code, the next available unit of comparable or smaller size in that building was or will be rented to residents having a qualifying income:
 YES NO
15. Project complies with an extended low-income housing commitment as described in section 42(h)(6) (not applicable to buildings with tax credits from years 1987-1989):
 YES NO N/A
16. In the prior 12 month period, the owner has:
- a) terminated the tenancy of a tenant in a low income unit, including without limitation, non-renewal of the lease of an existing tenant in a low income unit, for other than good cause;
 - b) increased the gross rent of a tenant with respect to a low income unit not otherwise permitted under Section 42 of the Code and any other applicable program (e.g. HOME, HUD Section 8);
 - c) denied tenancy to any applicant or terminated the tenancy of any tenant solely because the applicant or tenant had a Section 8 voucher or certificate; or
 - d) denied tenancy to any applicant, terminated the tenancy of any tenant, or failed to assist a tenant in finding alternative appropriate housing in violation of Title VI of the Violence Against Women Reauthorization Act of 2013, 34 USC Subpart 2 – housing rights Chapter 121 and applicable regulations (VAWA), as amended.
- YES NO

If “Yes”, please explain the nature of the violation on page 4.

17. The project complies with the requirements of all applicable Federal and State Housing Programs included in the development (e.g., Rural Housing Services, HOME, HUD Section 8, or Tax-Exempt Bonds).
 YES NO

If “No”, please explain the nature of the violation on page 4.

18. The owner received its credit allocation from the portion of the state ceiling set-aside for a project involving "qualified non-profit organizations" under Section 42(h)(5) of the code and its non-profit entity materially participated in the operation of the development within the meaning of Section 469(h) of the Code.
 YES NO N/A

19. The property has not suffered a casualty loss resulting in the displacement of residents.
 YES NO

If “Yes”, please explain the nature of the loss on page 4.

20. There has been no change in the ownership or management of the project:

NO CHANGE CHANGE

If "**Change**", complete page 4 detailing the changes in ownership or management of the project.

Note: Failure to complete this form in its entirety will result in noncompliance with program requirements. In addition, any individual other than an owner or general partner of the project is not permitted to sign this form, unless permitted by the state agency.

The project is otherwise in compliance with the Code, including any Treasury Regulations, the applicable State Allocation Plan, and all other applicable laws, rules and regulations. This Certification and any attachments are made UNDER PENALTY OF PERJURY.

_____ (Ownership Entity)

By: _____

Title: _____

Date: _____

PLEASE PROVIDE ANY CHANGES OR EXPLANATIONS REQUIRED UNDER QUESTIONS 1-19.

Question #	Explanation

CHANGE IN MANAGEMENT CONTACT

Date of Change:	
Management Co. Name:	
Management Address:	
Management city, state, zip:	
Management Contact:	
Management Contact Phone:	
Management Contact Fax:	
Management Contact Email:	

1. CHANGES IN OWNERSHIP OR MANAGEMENT

(to be completed **ONLY** if **“CHANGE”** marked for question 20 above)

2. TRANSFER OF OWNERSHIP

Date of Change:	
Taxpayer ID Number:	
Legal Owner Name:	
Address:	
Phone:	
General Partnership:	
Status of Partnership (LLC, etc.):	

CHANGE IN OWNER CONTACT

Date of Change:	
Owner Contact:	
Owner Contact Phone:	
Owner Contact Fax:	
Owner Contact Email:	

APPENDIX E

THRESHOLD REQUIREMENTS FOR PURCHASE OPTIONS/RIGHTS OF FIRST REFUSAL

I. The Purchase Options must:

- 1) grant to one or more of the general partner, managing member, developer or sponsor an irrevocable option to purchase the Project at a purchase price not more than the greater of: (a) its fair market value as encumbered by the Extended Use Agreement and any other restrictions of record; and (b) the sum of: (i) the outstanding debt secured by the Project, (ii) the amount of the limited partner's or non-managing member's federal, state and local tax liability resulting from the sale of the Project, and (iii) all amounts owed to the limited partner or non-managing member under the limited partnership agreement or limited liability company operating agreement (the "Project Option Price");
- 2) grant to one or more of the general partner, managing member, developer or sponsor an irrevocable option to purchase the interest of the limited partner(s) or non-managing member(s) in the Project ownership entity ("Ownership Interest") at a purchase price not more than the amount the limited partner(s) or non-managing member(s) would have received on an after-tax basis if the Project had been sold at the Project Option Price and the proceeds distributed pursuant to the terms of the limited partnership agreement or limited liability company operating agreement;
- 3) be exercisable beginning at the earlier of: (a) the expiration of the Compliance Period; or (b) the exit of or change of controlling interest (as defined in the Transfers of Ownership Interests Rule, Chapter 27) in the limited partner or non-managing member occurring after the expiration of the Credit Period;
- 4) expire no earlier than 36 months after the expiration of the Compliance Period; and
- 5) give the holder of the option a minimum of 12 months to close on the purchase of the Project or the Ownership Interest after exercise of the option or such longer period required by any lender(s) or other party whose consent to the transfer is required.

II. The right of first refusal (ROFR) must:

- 1) grant to a Qualified Nonprofit Organization an irrevocable and exclusive ROFR to purchase the Project at the Minimum Purchase Price as defined in Section 42(i)(7) of the Code, excluding any indebtedness incurred within the 5-year period ending on the date of the sale pursuant to the ROFR (the "ROFR Price");
- 2) be exercisable beginning at the expiration of the Compliance Period;
- 3) expire no earlier than 36 months after the later of: (i) the public offer of the Project for sale by the general partner or managing member; and (ii) the expiration of the Compliance Period;

- 4) give the holder of the ROFR a minimum of 90 days to exercise its ROFR and a minimum of 12 months to close on the purchase of the Project after exercise of the ROFR or such longer period required by any lender(s) or other party whose consent to the transfer is required; and
- 5) not require more than a nominal earnest money deposit in order to exercise the ROFR.

III. The Project owner's limited partnership agreement or limited liability company operating agreement must provide that:

- 1) the holder of the ROFR may assign the ROFR to a governmental unit, tenant organization or resident management corporation of the Project, or another Qualified Nonprofit Organization without the consent of the limited partner(s) or non-managing member(s);
- 2) the general partner or managing member may elect to do any of the following:
 - a) subject to the consent of the limited partner(s) or non-managing member(s), which consent shall not be unreasonably withheld, conditioned, or delayed, sell the Project to the holder of the ROFR in connection with the exercise of the ROFR (the limited partner(s) or non-managing member(s) may not withhold consent for a non-material breach of the Project owner's organizational documents);
 - b) at its discretion, without the consent of the limited partner(s) or non-managing member(s), sell the Project to the holder of the ROFR in connection with the exercise of the ROFR following the general partner's or managing member's receipt of a bona fide third party offer to purchase the Project, which offer may be solicited by the general partner/managing member or the holder of the ROFR; or
 - c) at its discretion, without the consent of the limited partner(s) or non-managing member(s), offer the Project for sale publicly at any time following the expiration of the Compliance Period and thereafter accept an offer from the highest bidder to purchase the Project, as long as the sale price is not less than the ROFR Price, and provided such acceptance is subject to the rights of the holder of the ROFR to exercise the ROFR and purchase the Project at the ROFR Price;
- 3) the general partner or managing member is directed and authorized to execute all documents necessary to effect the sale of the Project pursuant to the ROFR or Purchase Options;
- 4) the limited partner(s) or non-managing member(s) affirmatively agree not to challenge: (i) the sale of the Project pursuant to the terms of the ROFR by the general partner or managing member to the holder of the ROFR even if the holder of the ROFR is affiliated with the general partner or managing member; (ii) the general partner's or managing member's acceptance of an offer from the highest bidder in response to the general partner's or managing member's public offer of the Project for sale, provided the offer price is not less than the ROFR Price, and/or the exercise of the ROFR by the holder of the ROFR after any such acceptance; and (iii) the exercise of the Purchase Options by the holder(s) thereof pursuant to the terms of the Purchase Option;

- 5) in the event Section 42(i)(7) of the Code is amended to permit a Qualified Nonprofit Organization to hold a purchase option after the expiration of the Compliance Period, and only to the extent permitted under such revised Section 42(i)(7) of the Code, the holder of the ROFR shall be entitled to purchase the Project, or at its option, all of the interests in the owner, in either case at the ROFR Price, in lieu of exercising the ROFR;
- 6) neither the ROFR or Purchase Options will be adversely affected or limited by any other rights of the limited partner(s) or non-managing member(s), or any owner of any interest in any limited partner or non-managing member, such as forced sale rights, and there are no conditions to the exercise of the ROFR or Purchase Options except as explicitly identified in the limited partnership agreement or limited liability company operating agreement; and
- 7) any amendment that would modify any term or condition related to the ROFR or Purchase Options requires the prior written consent of MaineHousing.

APPENDIX F
HUD POLICY REQUIREMENTS

[Some of these requirements are currently under a stay by the Court and may or may not ultimately be required. MaineHousing will inform Applicants of the applicable requirements.]

If applicable:

1. The Recipient shall not use grant funds to promote “gender ideology,” as defined in Executive Order (E. G.) 14168, Defending Women from Gender Ideology Extremism and Restoring Biological Truth to the Federal Government:
2. The Recipient agrees that its compliance in all respects with all applicable Federal antidiscrimination laws is material to the U.S. Government's payment decisions for purposes of section 3729(b)(4) of title 31, United States Code;
3. The Recipient certifies that it does not operate any programs that violate any applicable Federal anti-discrimination laws, including Title VI of the Civil Rights Act of 1964;
4. The Recipient shall not use any grant funds to fund or promote elective abortions, as required by E.O. 14182, Enforcing the Hyde Amendment; and that,
5. Notwithstanding anything in the NOFO or Application, this Grant shall not be governed by Executive Orders revoked by E.G. 14154, including E. O. 14008, or NOFO requirements implementing Executive Orders that have been revoked.
6. The Recipient must administer its grant in accordance with all applicable immigration restrictions and requirements, including the eligibility and verification requirements that apply under title IV of the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, as amended (8_ULSj 1601-164) (PRWORA) and any applicable requirements that HUD, the Attorney General, or the U. S. Citizenship and Immigration Services may establish from time to time to comply with PRWORA, Executive Or 4218, or other Executive Orders or immigration laws.
7. No state or unit of general local government that receives funding under this grant may use that funding in a manner that by design or effect facilitates the subsidization or promotion of illegal immigration or shields illegal aliens from deportation, including by maintaining policies or practices that materially impede enforcement of federal immigration statutes and regulations.
8. The Recipient must use SAVE, or an equivalent verification system approved by the Federal government, to prevent any Federal public benefit from being provided to an ineligible alien who entered the United States illegally or is otherwise unlawfully present in the United States.
9. Faith-based organizations may be subrecipients for funds on the same basis as any other organization. Recipients may not, in the selection of subrecipients, discriminate against an organization based on the organization's religious character, affiliation, or exercise.

BASIS STATEMENT: This rule is the qualified allocation plan for allocating and administering federal low income housing tax credits (“LIHTC”) in the State of Maine, which MaineHousing, as the State’s designated housing credit agency, is required to adopt pursuant to Section 42 of the Internal Revenue Code and the above-referenced sections of the Maine Housing Authorities Act.

This rule replaces the prior rule and includes the following changes:

Throughout: Updated deadlines and corrected grammatical errors

Section 1: Added a Statement Regarding Cost Control, which is an NCSHA suggestion

Section 4.C. Increased Monitoring Fee to \$1,100 per Credit Unit from \$1,000 per Credit Unit

Section 4.F.1. Clarified process for sharing scores and developer informal appeal process

Section 4.F.4. Formalized our long-standing practice that no developer will receive more than 50% of total projects awarded unless there are no other feasible projects

Section 4.G. Codified our new practice of providing a Notice of Award and assignment of a loan officer and construction analyst within approximately one week of award

Section 4.I.8. Added infeasibility as a reason for terminating a project

Section 5.B. Updated the Total Development Cost (“TDC”) Index Cap for 2027 and indexed 2028 to New England CPI

Section 5.H. Clarified that two phases of a project on the same site cannot apply in the same round and that if one phase is awarded, the project must move forward and cannot wait for the second phase to win a subsequent competitive process

Section 5.I. Removed “Of particular note are updates to MaineHousing’s energy efficiency standards

Section 6.A. Reduced the points for Project Characteristics from 5 to 4

Section 6.A.1. Removed “replacement” as it is included in 3

Section 6.A.5. Clarified which bodies of a municipality can deem an area blighted

Section 6.C. Added a point for projects using wood fiber insulation

Section 6.D. Changed “set-aside” to “preference” for populations with special needs and clarified that project-based vouchers are only available for National Housing Trust Fund (“HTF”) units and reduced the points from 6 to 3

Section 6.G. Clarified (i) that project-based vouchers are only available for the minimum required HTF units (ii) which Environmental Review requirements are necessitated by HTF

funds and which are necessitated by project-based vouchers and (iii) increased the points from 2 to 3

Section 6.I. Clarified the TIF beginning date is Placed in Service Date based on the new statutory language and clarified the TIF application deadline

Section 6.J.1. Instituted the new location needs analysis developed by Planning and Research

Section 6.J.2. Instituted the new location needs analysis developed by Planning and Research

Section 6.J.3. Changed location policy so that location scoring from the prior QAP is available to developers for both years of this QAP if that scoring is higher

Section 6.K. Added comprehensive plan

Section 6.L. Removed Activities Important to Daily Living

Section 6.O. Clarified existing language

Section 6.Q. Clarified measurement period for management company performance

Section 7.A.1. Clarified that the entire State includes all buildings therein

Section 7.B.3. Included language to allow an Additional Developer Fees in 9% LIHTC projects and clarify that deferred developer fees cannot be interest bearing or secured by a mortgage on the project

Section 10.F. Clarified Utility Monitoring requirements

Appendix A Added definition of Additional Developer Fee and added cap on Additional Developer Fee that is excluded from the Total Development Cost in the definition of Total Development Cost. Removed definition for Activities Important to Daily Living. Modified definition of Total Development Cost to reflect Additional Developer Fee.

Appendix E Updated legal language on Right of First Refusal

Appendix F Added Appendix F

PUBLIC COMMENT:

Process:

Notice of Agency Rule-making Proposal (MAPA-3) was submitted to the Secretary of State for publication in the April 8, 2026, edition of the appropriate newspapers. Additionally, MaineHousing sent the proposed rule to Interested Parties on April 8, 2026, and published the proposed rule on its website on April 8, 2026. MaineHousing held a public hearing on April 28, 2026. The comment period was held open until May 8, 2026, at 5:00 PM.

Summary of Comments and Responses to Comments:

Comment: John Egan, Director of Real Estate Development for Avesta Housing submitted written comments stating that the scoring rubric for Tax Increment Financing (“TIF”) demands that all applicants apply with a fully executed TIF and Credit Enhancement Agreement in hand. Egan commented that this puts pressure on municipalities who may receive numerous applicants in a given funding round, and while some municipalities such as Portland may have adopted a process to incorporate TIF requests, very few other municipalities have done so. Egan commented that TIF requests are starting to be a means of keeping Low-Income Housing Tax Credit units out of a community. Egan urged MaineHousing to amplify other criteria of similar weight points to allow for applicants to score competitively in locations that may not or will not consider TIFs.

Response: MaineHousing appreciates this recommendation and recognizes that some of the smaller municipalities may not have established processes for TIFs, however, a full application is required to receive points, as MaineHousing must verify that the TIF has been approved and is secured for the project. It would be unfair to allow unapproved applications, and would render the scoring category essentially moot, as every project could say they applied for a TIF, but that does not necessarily mean a TIF would be approved. Additionally, during this process MaineHousing considered other criteria in lieu of TIFs that could potentially be added for points and solicited feedback from interested parties but determined that the alternative criteria did not support property tax relief in a way that was measurable and objective to allow MaineHousing to award weighted points.

Comment: John Egan further commented that the points added for wood fiber insulation will likely result in nearly every applicant pledging to use the product, but in reality, the installation of the product is still unknown for universal code concurrence. Egan recommended defining specific allowable installations of the material eligible for scoring the point and/or creating flexibility to secure the point while still meeting building and fire codes.

Response: MaineHousing appreciates this recommendation. The criteria outlined in the Qualified Allocation Plan for Wood Fiber Insulation is based on information gathered by MaineHousing from industry experts on what they determined was a reasonable threshold for use of the product. Until further data and information is available, the scoring criteria will remain as written.

Comment: John Egan commented that current scoring and cost caps create a significant bias for developers to choose senior units due to the costs for building larger family units that are not offset by increased income. Egan recommended MaineHousing consider adjusting per unit subsidy caps on a per bedroom flex schedule to further incentivize family units.

Response: MaineHousing is studying the cost differential between family and senior housing projects for a potential difference in the subsidy offering in the 2026 Rental Loan Program. While MaineHousing may consider different subsidy limits to assist with the higher cost of larger family units, which is not offset by higher rents, MaineHousing believes the indexed cost caps as set allow for both family and senior housing to be built within the applicable limits.

Comment: John Egan also commented that adding a scoring criterion for demonstration of walkability and/or proximity to community assets using a third-party metric such as a Walk-Score would contribute to MaineHousing’s effort to drive project locations to community centers. Egan

recommended MaineHousing add a small number of points to projects that score above a minimum threshold Walk-Score, as defined by a national vendor with vast experience in rating smart growth locations.

Response: MaineHousing appreciates this recommendation and will consider further research into a national vendor that may be able to provide reputable data on walkability that could be considered in future iterations of the Qualified Allocation Plan. MaineHousing discussed this with developers earlier this year and determined that the available vendors/websites were inconsistent at best and may have more cost than benefit at this time.

Comment: John Egan further commented that under the proposed scoring matrix for the Qualified Allocation Plan, it is likely that the range of scores among winning proposals will be compressed, which will likely lead to the employment of the tie-breaker methodology. Egan recommended a reinstatement of a point category that recognizes the opportunity for a budget with lower than the maximum amount of 0% preferred debt to incentivize efficient resource use. Egan further recommended creating a rubric of 4-5 objective, empirical thresholds to break ties, with the final arbiter being a random drawing.

Response: MaineHousing appreciates these recommendations. In considering scoring criteria, MaineHousing avoids awarding points for variables that could likely change during the underwriting process and reinstating a point category that recognizes the opportunity for a budget with lower than the maximum amount of 0% deferred debt, would create that scenario. At application, typically budgets do not reflect the actual costs of the project, and awarding points on the promise that a lower amount of debt will be needed, to then later have a large gap in funding for the project is not advantageous for developers or MaineHousing. MaineHousing holds applicants to the amount of 0% deferred debt pledged at application and does not allow an increase in that debt to fill a gap. Giving points for less subsidy would incent applicants to create gaps to receive more points. However, as a tiebreaker this is an objective criterion that MaineHousing can use to ensure its resources are used most efficiently when many projects score well in a given funding round. Additionally, with respect to creating 4-5 objective, empirical thresholds, MaineHousing would welcome any recommendations on what those objective criterion might be, but supports its decision to: (i) emphasize the least amount of credits and 0% deferred debt for the purposes of reserving resources; and (ii) promote affordable homeownership for the residents after the Extended Use Period which is in line with MaineHousing's mission.

Memorandum

To: MaineHousing Commissioners

From: Adam S. Krea
Tom Cary

Date: May 8, 2026

RE: Proposed Housing Investment Program Bond Resolution

The Housing Investment Program (“HIP”) Bond Resolution is complete and we will ask for your vote to adopt both this new Resolution and a 2026 Series Resolution that will allow us to issue bonds.

Attached please find the following:

1. Final General Housing Investment Revenue Bond Resolution (5.19.2026)
2. Redlined version of the attached final Resolution against the version presented to the Board on 4.28.2026
3. General Housing Investment Revenue Bond 2026 Annual Series Resolution

What Makes this New Bond Resolution Different from the Existing MPP

As a reminder, there are really only two distinct differences between the MPP bond resolution and the proposed HIP bond resolution.

1. The MPP requires a first lien mortgage on all loans, while the HIP bond resolution does not require a first lien position.
2. The MPP allows for lending on real estate only, while the HIP bond resolution allows lending on anything allowed by the Maine Housing Authorities Act.

Otherwise, the mechanics and safety mechanisms to achieve a high bond rating, and thus a lower cost of capital, are very similar to the MPP.

Summary of the Changes in the Redlined Version (Compared to the Version Presented at the April Board Meeting)

1. Includes suggestions from the Trustee:
 - a. Changing notice provisions, including removal of redundant and otherwise unnecessary notice requirements;
 - b. Creating consistencies between this resolution and the Mortgage Purchase Program Resolution also administered by the Trustee, such as:
 - i. Limiting the Trustee’s recordkeeping requirements for each bond series to 10 years after the bond series is paid in full rather than 10 years after all bonds

are paid in full. MaineHousing keeps all bond records in perpetuity so it is not necessary for the Trustee to do so as well.

- ii. Trustee has a lien against the resolution for its fees that is not contingent on an event of default. This is common.
 - c. Clarifications and stylistic suggestions from the Trustee.
2. Includes a pledge of the Bondholder Reserve Fund Resolution, which we originally intended to include in the Annual Series Resolution like we do with the Mortgage Purchase Program Resolution but, after further consideration, moved to the General Resolution.
 3. Clarified the provisions concerning prepayments and how prepayments are applied, consistent with how they are applied under the Mortgage Purchase Program resolution.

Annual Series Resolution

The Annual Series Resolution requests authority to issue \$100,000,000 of bonds under the new resolution and is in effect until February 28, 2027. The maturity date of the authorizing resolution is the same as the authorizing resolution for the Mortgage Purchase Program so they are on the same schedule for renewal each year by the Board. It also formally appoints U.S. Bank as the Trustee.

We look forward to discussing and answering any questions you may have.

MAINE STATE HOUSING AUTHORITY
HOUSING INVESTMENT PROGRAM

GENERAL HOUSING INVESTMENT REVENUE BOND RESOLUTION

Adopted May 19, 2026

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GENERAL HOUSING INVESTMENT REVENUE BOND RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Maine, particularly the Maine Housing Authorities Act, Title 30-A, Chapter 201 of the Maine Revised Statutes Annotated, as amended and supplemented (the “Act”), the Maine State Housing Authority (the “Authority”) is authorized to carry out the public purposes described in the Act by issuing its special obligation bonds and by entering into any agreements made in connection therewith; and

WHEREAS, to provide a source of funds for its programs authorized by the Act, the Authority has determined to authorize the issuance of its General Housing Investment Revenue Bonds (the “Bonds”) pursuant to this Resolution and one or more Series Resolutions (hereinafter defined) and to secure the Bonds as hereinafter described; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Resolution and the related Series Resolutions provided, the valid, binding and legal special obligations of the Authority according to the import thereof, and to constitute this Resolution a valid assignment and pledge of the amounts specifically pledged to the payment of principal of and interest on the Bonds, and the creation, execution and delivery of this Resolution, and the creation, execution and issuance of the Bonds, subject to the terms hereof and of the related Series Resolutions, have in all respects been duly authorized.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE MAINE STATE HOUSING AUTHORITY AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Authority and Purpose. This Resolution is entered into under authority and in accordance with the provisions of the Act, for the purpose of effectuating the public purposes of the Authority as set forth in the Act, and for the purpose of establishing covenants, agreements and procedures to assure that amounts will be sufficient for the repayment of money borrowed for this purpose.

Section 1.02. Contract With Trustee and Bondholders. As provided in the Act and in consideration of the acceptance by the Trustee of the trusts herein created and of the purchase and acceptance of Bonds issued hereunder by any who shall from time to time be Bondholders:

(a) the provisions of this Resolution shall be a contract of the Authority with the Trustee for the benefit of the Bondholders;

(b) the Authority pledges to the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds, and the Sinking Fund Installments for the retirement thereof at the times and in the manner provided in this Resolution and any Series Resolution, and grants a security interest in, all money, Permitted Investments and other assets and income held in and receivable by Funds and Accounts established by or pursuant

to this Resolution and any Series Resolution, all subject to the right of the Authority to direct withdrawals of moneys, Permitted Investments and other assets from said Funds and Accounts and to release the same from the pledge hereby created upon the conditions set forth in this Resolution, which pledge constitutes a first lien on such pledged moneys, Permitted Investments, assets and revenues;

(c) the pledge made and security interests granted herein and the covenants and agreements herein set forth, to be performed by and on behalf of the Authority, shall be for the equal benefit, protection and security of Holders of any and all such Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bond over any other Bond, except as expressly provided or permitted herein;

(d) this pledge is valid and binding from the time when made, and the property so pledged and hereafter received by the Authority shall immediately be subject to the lien thereof without any physical delivery or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, whether or not such parties have notice thereof, and neither this Resolution nor any other instrument by which such pledge is created need be recorded; and

(e) the Bonds are special obligations of the Authority, and are payable from any of the Authority's revenues, assets or moneys specifically pledged hereby. The Bonds will not constitute a debt of the State of Maine or any political subdivision thereof, and neither said State nor any of its political subdivisions is liable thereon. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. No commissioner, director or employee of the Authority nor any persons executing the Bonds shall be liable personally on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof.

Section 1.03. Definitions. In this Resolution, unless a different meaning clearly appears from the context, the following terms have the following respective meanings:

“Accountant’s Certificate” means an opinion or report signed by any certified public accountant or firm of certified public accountants (who may be the accountant or firm that regularly audits the books and accounts of the Authority) from time to time selected by the Authority.

“Act” means the Maine Housing Authorities Act, Title 30-A, Chapter 201 of the Maine Revised Statutes Annotated, as amended and supplemented from time to time.

“Amortized Value” means for securities purchased at (i) par, the par value; and (ii) a premium above or a discount below par, the value as of any given date obtained by multiplying the total amount of the premium or the discount at which such securities were purchased by a fraction, the numerator of which is the number of days remaining to maturity or Redemption Date on such securities at the time of such purchase and the denominator of which is the number of days

reflected in the numerator plus the number of days having passed from the date of such purchase; and (a) in the case of securities purchased at a premium, by deducting the product thus obtained from the purchase price and (b) in the case of securities purchased at a discount, by adding the product thus obtained to the purchase price, provided that, with respect to securities deposited in any Fund or Account by the Authority for no consideration, such securities shall be treated as purchased by the Trustee at the fair market value as of the date of such deposit.

“Appreciated Amount” means with respect to a Deferred Interest Bond, (i) as of any date of computation with respect to any Deferred Interest Bond up to the date, if any, set forth in the Series Resolution authorizing such Deferred Interest Bond as the date on which such Deferred Interest Bond shall commence to bear interest payable thereafter on applicable Interest Payment Dates, an amount equal to the initial principal amount of such Deferred Interest Bond plus the interest accrued on such Deferred Interest Bond from the date of original issuance of such Deferred Interest Bond to the applicable Interest Payment Date next preceding the date of computation or the date of computation if an applicable Interest Payment Date, such increased amount to accrue at the rate per annum set forth in the Series Resolution authorizing such Deferred Interest Bonds, compounded on each applicable Interest Payment Date, plus, if such date of computation shall not be an applicable Interest Payment Date, a portion of the difference between the Appreciated Amount as of the immediately preceding applicable Interest Payment Date (or the date of original issuance if the date of computation is prior to the first applicable Interest Payment Date succeeding the date of original issuance) and the Appreciated Amount as of the immediately succeeding applicable Interest Payment Date, calculated based upon an assumption that the Appreciated Amount accrues in equal daily amounts on the basis set forth in the Series Resolution authorizing such Deferred Interest Bonds; and (ii) as of any date of computation on and after the date, if any, set forth in the Series Resolution authorizing such Deferred Interest Bond as the date on which such Deferred Interest Bond shall commence to bear interest payable thereafter on applicable Interest Payment Dates, the Appreciated Amount as of such current interest payment commencement date.

For the purposes of (i) actions, requests, notifications, consents or directions of Bondholders under this Resolution and (ii) any required payment upon default or anticipated default pursuant to acceleration of maturity or otherwise as described in Article VIII hereof, the calculation of the Appreciated Amount shall be as of the applicable Interest Payment Dates for such Deferred Interest Bond, as specified in a Series Resolution, preceding such date of calculation (unless such date of calculation shall be an Interest Payment Date, in which case, as of the date of calculation).

“Authority” means the Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State created by the Act, or any body, instrumentality, or other separate entity of the State which shall hereafter succeed to the powers, duties and functions of the Authority.

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

“Bond” or “Bonds” means any Bond or Bonds authorized and issued pursuant to this Resolution and a Series Resolution.

“Bondholder” or “Holder” means the registered owner of any Bond.

“Bondholder Reserve Fund Resolution” means the General Authority Bondholder Reserve Fund Resolution adopted by the Authority on April 30, 1980, as from time to time amended or supplemented.

“Bond Year” means the period of 12 calendar months ending on October 15 of each year.

“Book Entry System” means such system for registering the Bonds of one or more Series set forth in a Series Resolution.

“Business Day” means any day other than a Saturday, Sunday or other day on which the New York Stock Exchange or banks are authorized or obligated by law or executive order to close in New York, New York, or in any city in which is located the designated corporate trust office of the Trustee or such other date as set forth in a Series Resolution.

“Cash Flow Certificate” means a Certificate of an Authorized Officer giving effect to the action proposed to be taken and demonstrating in the current and each succeeding Bond Year in which Bonds of each related Series are scheduled to be Outstanding that amounts then expected to be deposited in the Funds and Accounts in each such year with respect to such Series (and any Series equally secured) will be at least equal to all amounts required by this Resolution to be on deposit in the Funds and Accounts for the payment of the principal and Redemption Price of and interest on the Bonds of each Series and for the funding of the Housing Reserve Fund to the Housing Reserve Requirement. The Cash Flow Certificate shall set forth the assumptions upon which the estimates therein are based, which assumptions shall be based upon the Authority’s reasonable expectations at the time such Certificate is filed. Upon filing a Cash Flow Certificate with the Trustee, the Authority shall thereafter perform its obligations hereunder in accordance, in all material respects, with the assumptions set forth in such Cash Flow Certificate. Except with respect to actions being taken contemporaneously with the delivery of a Cash Flow Certificate, facts reflected in a Cash Flow Certificate may be as of a date or reasonably adjusted to a date not more than 180 days prior to the date of delivery of such Cash Flow Certificate.

“Certificate” means a certificate of an Authorized Officer.

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

“Costs of Issuance” means all items of expense, directly or indirectly payable or reimbursable by or to the Authority and related to the authorization, sale and issuance of Bonds, including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, Hedge Provider, liquidity provider

or Credit Enhancer, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, and any other cost, charge or fee in connection with the issuance, remarketing or refunding of Bonds.

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

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

“Credit Enhancer” means any financial institution, including without limitation any insurance company, bank or bond insurer, retained by the Authority to guaranty payment of principal or interest on any Bond.

“Current Interest-Bearing Bonds” means Bonds as to which interest is payable on each Interest Payment Date.

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

“Deferred Interest Bonds” means the Bonds so designated in a Series Resolution but shall not include any such Bond from and after the date, if any, on which such Bond will bear interest that is payable to the Holder of such Bond prior to its scheduled maturity.

“Depository” means any bank or trust company or national banking association selected by the Trustee or the Authority as a depository of moneys or securities held under the provisions of this Resolution and includes the Trustee.

“Event of Default” means the occurrence of any event specified in Section 8.01 hereof.

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

“FDIC” means the Federal Deposit Insurance Corporation or any successor thereto.

“Federal Agency Obligations” means bonds, debentures or other obligations issued by the Federal National Mortgage Association (excluding interest-only securities and stripped mortgage-backed securities valued greater than par), the Federal Home Loan Mortgage Corporation (only senior debt obligations which guarantee timely payment of principal and interest) or the Government National Mortgage Association, and any other obligations of any agency controlled or supervised by and acting as an instrumentality of the United States of America pursuant to authority granted by the Congress of the United States whose timely payment is directly or indirectly unconditionally guaranteed by the United States of America.

“Federal Obligations” means direct obligations of the United States of America or other obligations the timely payment of principal and interest of which is fully and unconditionally guaranteed by the United States of America.

“Fiduciary” means any bank, trust company, national banking association or federally or state chartered savings and loan association, including the Trustee and its actions hereunder in its role as trustee, having combined capital and surplus of not less than \$75,000,000.

“Fiscal Year” means the period of 12 calendar months commencing on January 1 in any calendar year and ending on December 31 of such year.

“Funds” or “Accounts” means funds or accounts, including subaccounts, established pursuant to this Resolution or any Series Resolution.

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

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

“Housing Reserve Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Housing Reserve Minimum Requirement” means, as of any particular date of calculation, the minimum funding requirement for the Housing Reserve Fund pursuant to 30-A M.R.S.A. § 4906(1).

“Housing Reserve Maximum Requirement” means, as of any particular date of calculation, an amount equal to the greatest amount of Principal and interest maturing and becoming due and payable in the year in which such computation is made or in any succeeding calendar year on Outstanding Bonds. For any period of time during which a Bond bears interest at a variable interest rate, interest thereon shall mean with respect to each calendar year (i) with respect to such Bond, which is not capped or fixed pursuant to a Hedge Agreement, and/or is for a period or periods of time ending prior to the next immediate Interest Payment Date, the interest rate thereon in effect (pursuant to the Bond) until the next date of change and thereafter for the balance of such calendar year the interest rate since the preceding Interest Payment Date plus an adjustment factor (herein “Adjustment Factor”) of 100 basis points with respect to a federally tax-exempt variable interest rate Bond, or 200 basis points with respect to a federally taxable variable interest rate Bond or (ii) with respect to a variable interest rate Bond which, for a period of time ending on or after the next immediate Interest Payment Date, is capped by its terms or pursuant to a Hedge Agreement, the lesser of (a) the interest rate by which the variable interest rate is so capped if less than the rate calculated in clause (i) hereof or (b) the interest rate calculated in clause (i) hereof, on the variable

interest rate Bond (pursuant to the variable interest rate Bond), or (iii) with respect to a Bond bearing a variable interest rate which, for a period of time ending on or after the next immediate Interest Payment Date is fixed by its terms or pursuant to a Hedge Agreement, the variable interest rate, so fixed, on the Bond, respectively (pursuant to the variable interest rate Bond or a Hedge Agreement applicable thereto); provided, however, that in the event an Authorized Officer determines, as a consequence of a Hedge Agreement or to maintain the Rating on the Bonds, that an Adjustment Factor greater than provided for under clause (i) hereof is required, then such additional Adjustment Factor for interest as an Authorized Officer shall determine is so required as a consequence of a Hedge Agreement or to maintain the Rating on the Bonds shall be utilized in clause (i) hereof.

“Interest Payment Date” means April 15 and October 15 of each calendar years, or any other date or dates upon which interest on Bonds is payable in accordance with their terms and the terms of this Resolution or any Series Resolution, provided that interest on Deferred Interest Bonds shall be payable as a portion of the Appreciated Amount thereof at maturity or earlier redemption as specified in the related Series Certificate.

“Liquidity Agreement” means any agreement entered into by the Authority pursuant to which a bank or other financial institution agrees to purchase, or provide funds to purchase, any Bond which is tendered by the Holder thereof pursuant to the terms of such Bond.

“Loan” means a loan for any purpose for which the Authority is authorized by the Act and pledged hereunder, and shall include loans converted into Mortgage-Backed Securities.

“Mortgage-Backed Security” means any type of investment representing an ownership interest in a Loan or a pool of Loans and pursuant to which interest and principal payments on the Loan or Loans is paid to the owner of such interest.

“Notice Address” means (or such other address designated in writing to the other party hereto):

(a) As to the Authority:

26 Edison Drive
Augusta, Maine 04330-6046
Attention: Treasurer and Chief Counsel
Email: LegalNotices@mainehousing.org

(b) As to the Trustee:

To the address specified in writing to the Authority by the Trustee.

- (c) As to the Rating Agency:

To the address specified in writing by the respective Rating Agency to the Authority and the Trustee.

- (d) As to any Paying Agent other than the Trustee:

To the address specified in writing to the Authority and Trustee by the Paying Agent.

“Original Principal Amount” shall mean the aggregate original amount at which each maturity of the Deferred Interest Bonds of any Series shall initially be offered to the public, as set forth in the Series Resolution.

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

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

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

- (c) Bonds in lieu of which other Bonds have been executed and delivered under Section 3.09 hereof; and

- (d) Bonds otherwise specified in a Series Resolution.

“Paying Agent” means any bank or trust company that is qualified and appointed pursuant to Section 11.02 of this Resolution and a Series Resolution to serve as a paying agency or place of payment for a Series of Bonds, and any successors designated pursuant to this Resolution or a Series Resolution.

“Permitted Investments” means any of the following which at the time are (a) legal investments for Fiduciaries under the laws of the State for moneys held hereunder which are then proposed to be invested therein and (b) permitted by the then effective investment policy of the Authority:

- (i) Federal Obligations;
- (ii) Federal Agency Obligations;

(iii) Direct and general obligations of the State, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by each Rating Agency then rating the Bonds;

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

(v) Government money market funds registered with the Securities and Exchange Commission and with ratings in the highest category of each Rating Agency then rating the Bonds;

(vi) Interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with any bank, trust company, national banking association or other savings institution (including any Fiduciary), provided that (i) such deposits, certificates and other arrangements are fully insured by the Federal Deposit Insurance Corporation, the proceeds of which insurance are timely available, and the unsecured long-term debt obligations of the Depository are rated by each Rating Agency at least equal to the Rating on the Series of Bonds, or (ii) such Depository has combined capital and surplus of at least \$75,000,000 and such deposits, certificates and other arrangements are fully secured by obligations described in clause (a) or (b) of this definition, or a combination thereof, at such levels and valuation frequency as shall not adversely affect the Rating Quality of the Bonds;

(vii) Repurchase agreements in respect of any of the investments described in (i) or (ii) of this definition of Permitted Investments, provided that physical delivery of such Permitted Investments is taken either directly or through an authorized custodian of the Authority and provided that such physically delivered Permitted Investments be maintained at levels and valuation frequencies satisfactory to the Authority and sufficient at all times to maintain the Rating Quality of the Bonds;

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

(ix) Investment agreements with a bank, bank holding company, insurance company or other financial institution, or guaranteed by such an entity, whose claims paying ability or senior long-term unsecured debt obligations are rated by each Rating Agency as least equal to the then existing Ratings on the Bonds or whose credit quality is

considered by the Rating Agencies to be “consistent with” the then existing Ratings on the Bonds, but only if such investment agreement will not, at the time such investment agreement is entered into, adversely affect the Rating Quality of the Bonds.

Provided that it is expressly understood that the definition of Permitted Investments shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this Resolution, thus permitting investments with different characteristics from those permitted which an Authorized Officer deems from time to time to be in the interest of the Authority to include as Investments, as reflected in a Certificate or in a Series Resolution, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current Rating on the Bonds by each Rating Agency then rating the Bonds. The Trustee shall be entitled to assume that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter, absent actual receipt of written notice or actual knowledge of a responsible officer in the corporate trust department of the Trustee to the contrary. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of or investment in such Permitted Investments.

“Prepayment” means any unscheduled payment of the principal of a Loan, monies received as a result of condemnation of any mortgaged premises, monies received securing the Loan in the event of foreclosure of any mortgaged premises securing the Loan or other proceedings in the event of a foreclosure, mortgage insurance monies or debentures, and unless otherwise specified in a Series Resolution or Series Certificate, moneys received from the sale, assignment, endorsement or other disposition of a Loan, but shall not include any good faith substitution by the Authority of a Loan for another Loan.

“Pledged Receipts” means (a) scheduled payments (monthly or otherwise) and any Prepayments on any Loan, or any late charges thereon, made from, or acquired with, proceeds of Bonds or other moneys held in Funds or Accounts under this Resolution, less the amount retained by any servicer of such Loan as compensation for its services, (b) payments made or required to be made to the Authority or the Trustee under the terms of any Hedge Agreement, and (c) any and all payments derived from any collateral pledged to secure a Loan, including without limitation mortgaged property and other sources of payments such as rents, rental or operating assistance or subsidy payments, but shall not include (d) any payments of ground rents, taxes, assessments, mortgage, fire or other hazard insurance premiums called for by any Loan, or any other like payments other than payments described in (a), (b) or (c) hereof.

“Principal” or “principal” means (a) unless otherwise provided herein or in a Series Resolution, as such term references the principal amount of a Deferred Interest Bond or Deferred Interest Bonds, the Appreciated Amount thereof, and (b) as such term references the principal amount of any other Bond or Bonds, the principal amount at maturity of such Bond or Bonds.

“Program Expenses” means all the Authority’s expenses of administering Loans under this Resolution and shall include without limiting the generality of the foregoing: salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus; insurance premiums, legal, accounting, management, consulting and banking services and expenses; the fees and expenses of the Trustee; fees and expenses due to Credit Enhancers or

liquidity providers or Qualified Hedge Institutions or advisors with respect Qualified Hedge Agreements; fees due to the entities providing Permitted Investments with respect to the Funds and Accounts or any arrangements or agreements with respect thereto; Costs of Issuance not paid from proceeds of Bonds; rebate payments to the United States of America as required by Section 6.04 hereof; and any other expenses required or permitted to be paid by the Authority under the provisions of this Resolution and any Series Resolution all to the extent properly allocable to the Loans hereunder.

“Program Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Qualified Hedge Agreement” means a Hedge Agreement which meets the tests of Section 5.08.

“Qualified Hedge Institution” means (A) a bank, a trust company, a national banking association, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, a corporation, a trust, a partnership, an unincorporated organization, or a government or an agency, instrumentality, program, account, fund, political subdivision or corporation thereof, in each case the unsecured or uncollateralized long-term debt obligations of which, or obligations secured or supported by a letter of credit, contract, agreement or surety bond issued by any such organization, at the time a Qualified Hedge Agreement is entered into by the Authority are rated in any of the three highest rating categories (without regard to modifiers such as “-” or “+”) by each Rating Agency then rating the Bonds, but in no event lower than any Rating on the Bonds at the time of execution of the Qualified Hedge Agreement, or (B) the Government National Mortgage Association or any successor thereto, Fannie Mae or any successor thereto, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other federal agency or instrumentality the obligations of which are backed by the full faith and credit of the United States of America; and further provided that it is expressly understood that the definition of the Qualified Hedge Institution shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this Resolution, thus permitting a Qualified Hedge Agreement with a different entity from those permitted which an Authorized Officer deems from time to time to be in the interest of the Authority, as reflected in a Certificate or in a Series Resolution, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current Rating on the Bonds by each Rating Agency then rating the Bonds.

“Rating” means, with respect to any Series of Bonds, the then-current rating or ratings assigned by a Rating Agency pursuant to the request of the Authority without regard to the benefit of any bond insurance or other credit enhancement relating to any Bond.

“Rating Agency” means a nationally recognized organization that has a Rating on the Bonds at the request of the Authority.

“Rating Quality” means any investment or obligation which, pursuant to releases of any Rating Agency, will not adversely affect the long term Rating on the Outstanding Bonds.

“Record Date” means any Regular Record Date, Special Record Date or Redemption Record Date.

“Redemption Date” means a date when Bonds are to be paid prior to maturity pursuant to the Series Resolution or Series Certificate specifying such redemption.

“Redemption Price” means, with respect to a particular Bond or a portion thereof to be redeemed, the Principal amount of such Bond or portion thereof to be redeemed, plus the applicable premium, if any, pursuant to the applicable Series Resolution or Series Certificate.

“Redemption Record Date” means the date or dates of ownership of Bonds is determined for redemptions set forth in or established by or pursuant to the Series Resolution authorizing the particular Series of Bonds.

“Refunding Issue” means the Bonds delivered pursuant to Section 2.03 hereof.

“Regular Record Date” means the date or dates of ownership of the Bonds is determined as set forth in or established by or pursuant to the Series Resolution authorizing the particular Series of Bonds.

“Resolution” means this Resolution as it may be amended from time to time by Supplemental Resolutions.

“Revenue Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Revenues” means the Pledged Receipts, unless otherwise provided in a Series Resolution with respect to a Series of Bonds.

“Serial Bonds” means the Bonds which are so designated as Serial Bonds in a Series Resolution or Series Certificate.

“Series” means, unless otherwise specified in a Series Resolution, all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction pursuant to a Series Resolution, and any Bonds thereafter delivered in lieu of or in substitution for such Bonds pursuant to Article III, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

“Series Certificate” means a Certificate specifying the terms of a Series pursuant to a Series Resolution.

“Series Resolution” means a resolution of the Authority entered into pursuant to Section 9.01(b) hereof specifying the terms of a Series of Bonds, or authorizing the delivery of one or more

Series Certificates which specify the terms of a Series of Bonds and in such case shall include any such Series Certificate.

“Sinking Fund Installment” means any amount of money required by or pursuant to this Resolution, Series Resolution or Series Certificate to be paid on a specified date by the Authority toward the retirement of any particular Bonds of a Series before maturity.

“Special Record Date” means the date described in Section 3.01 hereof.

“State” means the State of Maine.

“Supplemental Resolution” means any supplement to this Resolution entered into pursuant to Article IX hereof amending or supplementing the Resolution.

“Surplus Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Term Bonds” means that portion of a Series of Bonds so designated by the Authority in a Series Resolution as Term Bonds or Series Certificate.

“Trust Estate” means the money, Permitted Investments, assets and income pledged by Section 1.02 hereof, to the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

“Trustee” means the trustee that is qualified and appointed pursuant to Section 11.01, its successor or successors and any other corporation or association which may at any time be substituted in its place pursuant to this Resolution.

Section 1.04. Interpretation. The following principles govern the interpretation of other words and phrases used in this Resolution and any Series Resolution:

(a) Articles, sections, paragraphs and clauses mentioned by number only are those so numbered which are contained in this Resolution;

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

(c) Terms such as “herein,” “hereunder,” “hereby,” “hereto” and “hereof” refer to this Resolution, or when used in conjunction with a subsection refer to the Section of which such subsection is a part and not to any particular section hereof unless so indicated, and “heretofore” and “hereafter” mean before and after the date of execution and delivery of this Resolution, respectively;

(d) Words importing the masculine gender include the feminine and neuter genders;

(e) Words importing persons include firms, associations, corporations and any other legal entities;

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

(g) Words importing the singular number include the plural number, and vice versa; and

(h) Except as otherwise specifically provided herein, all references to a particular time shall be to New York City time.

ARTICLE II

ISSUANCE OF BONDS

Section 2.01. Authorization.

(a) To provide sufficient funds to carry out its public purposes and programs as set forth in the Act, Bonds of the Authority, designated as “Maine State Housing Authority General Housing Investment Revenue Bonds,” are hereby authorized to be issued as hereinafter provided.

No Bonds may be issued under the provisions of this Resolution except in accordance with this Article. The Bonds issued hereunder, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bond over any other Bond, except as expressly provided or permitted herein. There is hereby created, in the manner and to the extent provided herein, a continuing pledge and lien on the Trust Estate to secure the full and final payment of the principal and Redemption Price of and interest on all the Outstanding Bonds, and if so provided in a Series Resolution or related Series Certificate to secure payments under a Qualified Hedge Agreement. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution, any Series Resolution or as may be limited by law.

The Bonds may, if and when authorized by the Authority pursuant to one or more Series Resolutions, be issued in one or more Series, and the designation thereof, in addition to the name “General Housing Investment Revenue Bonds,” shall include such further appropriate particular designation, added to or incorporated in such title for the Bonds of any particular Series, as the Authority may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

(b) The Bonds of each Series shall contain on the face thereof substantially the following statement:

THIS BOND IS A SPECIAL REVENUE OBLIGATION OF THE AUTHORITY, SOLELY SECURED BY AND PAYABLE FROM THE REVENUES, ASSETS OR MONEYS SPECIFICALLY PLEDGED AS SECURITY THEREFOR BY THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER. THIS BOND DOES NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF MAINE OR ANY POLITICAL SUBDIVISION THEREOF OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF MAINE OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF MAINE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

Section 2.02. Conditions Precedent to the Issuance of Bonds.

(a) All (but not less than all) of the Bonds of each Series, except in connection with a Refunding Issue, shall be issued by the Authority under this Resolution, delivered to the Trustee for authentication and, upon authentication by the Trustee, delivered to the Authority or its order, but only upon receipt by the Trustee of:

(i) A Counsel's Opinion, dated the date of delivery thereof, to the effect that: (A) the Authority is a body politic and corporate and an instrumentality of the State, with the powers, among others, to issue the Bonds and to perform its obligations under this Resolution and the applicable Series Resolution; (B) the Bonds are valid special obligations of the Authority, and are payable from solely and only from the revenues, assets or moneys pledged as security therefor pursuant to the Resolution; and (C) the Resolution and the applicable Series Resolution have been validly authorized, executed and delivered, are valid and binding on the Authority, enforceable in accordance with the terms, and create a valid and pledge of and security interest in the moneys pledged hereby and thereby, except that (1) no opinion need be expressed as to the effect upon such enforceability of bankruptcy, insolvency, reorganization, moratorium and other similar laws heretofore or hereafter enacted for the relief of debtors and (2) no opinion need be expressed as to the availability of the remedy of specific performance, mandamus, injunctive relief or any other equitable remedy.

(ii) A Certificate from the Authority directing that the Trustee authenticate and deliver such Bonds and containing instructions as to the delivery of such Bonds and the purchase price therefor.

(iii) A copy of the Series Resolution and Series Certificate authorizing such Bonds, which shall specify:

(A) The authorized principal amount and Series or sub-series designation of such Bonds;

(B) The purpose or purposes for which such Series of Bonds is being issued;

(C) The issue date or dates, the maturity date or dates and amounts of each maturity (or the method of determining the same) and, if interest is to be paid, the Interest Payment Dates and the first Interest Payment Date of the Bonds of such Series;

(D) The interest rate or rates (if any) or the maximum interest rate of the Bonds of such Series, or the manner of determining such rate or rates;

(E) The portions, if any, of the Series of Bonds that are Term Bonds, that are Serial Bonds or that are otherwise designated by a specific name or term;

(F) The amount and due date of each Sinking Fund Installment, if any, or the method of determining the same, for the Term Bonds or other Bonds subject to a Sinking Fund Installment;

(G) The denominations of, and the manner of dating, numbering and lettering, the Bonds of such Series, the forms of the Bonds and the Record Date or Dates and Redemption Record Dates for such Series of Bonds;

(H) If not already determined pursuant hereto, the Paying Agent or Paying Agents, Depositories, market agents, auction agents, securities depository, if any, and the place or places of payment of the principal and Redemption Price, if any, of the Bonds of such Series;

(I) The Redemption Price or prices, if any, and, subject to Article IV hereof, the redemption terms (including the time or times and the terms and conditions upon which the Bonds of such Series may be redeemed prior to their maturities, including, without limitation, the method of selection for redemption as among maturities and Series), if any, for the Bonds of such Series;

(J) The use of the proceeds of the Bonds of such series, including the amounts (if any) to be deposited in any Fund or Account from the proceeds of the Bonds of such Series or otherwise;

(K) The amount, if any, necessary for deposit in the Housing Reserve Fund in order that amounts therein equal or exceed the Housing Reserve Minimum Requirement and Housing Reserve Maximum Requirement;

(L) Whether Bonds of such Series are to be secured by credit enhancement and, if so, the form of credit enhancement to be obtained, the identity of the Credit Enhancer and the substantial form of the significant documents relating to the credit enhancement;

(M) Whether Bonds of such Series are to contain any tender or put options or the like and, if so, whether and to what extent such tender or put option will have the benefit of a liquidity facility and any alternative liquidity facility and whether such Bonds are to be remarketed following or in connection with such tender or put and, if so, the identity of any remarketing agent and the substantial form of any remarketing agreement relating to such Bonds;

(N) Whether interest on the Bonds of such Series is intended to be excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code or any successor statute thereto;

(O) Such additional matters as may be necessary or appropriate to cause interest on the Bonds of the Series to be issued pursuant to such Series Resolution to be excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code if it is intended that interest on the Bonds be so exempt and to prevent the issuance of such Series from adversely affecting the federal income tax treatment of any Outstanding Bonds and the interest thereon intended to be so exempt; and

(P) Any other provisions deemed advisable by the Authority and not in conflict with the provisions of this Resolution or the Act.

(iv) A Certificate from the Authority stating that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Resolution or in any Series Resolution that will not be cured upon the issuance of such Series of Bonds.

(v) Except with respect to the first Series of Bonds to be issued hereunder, written verification from each Rating Agency that the issuance of such Series of Bonds will not, in and of itself, adversely affect the Rating Quality of any Outstanding Bonds of any prior Series of Bonds.

(vi) A Cash Flow Certificate.

(vii) If such Series of Bonds is to have the benefit of a liquidity facility or be secured by credit enhancement, the executed liquidity facility or credit enhancement or evidence that all conditions precedent to the issuance of such liquidity facility or credit enhancement have been met as of the date of issuance of such Series of Bonds.

(viii) A Certificate from the Authority with respect to the Bondholder Reserve Fund Resolution specified in Section 5.09 hereof.

(ix) If the Authority will enter into a Qualified Hedge Agreement with respect to such Series of Bonds, the conditions of Section 5.08 hereof have been satisfied.

(x) Such further documents and moneys as are required by the provisions of Article IX or any Series Resolution adopted pursuant to Article IX.

(b) All the Bonds of each Series shall be in fully registered form, and to the extent so provided herein and in the Series Resolution, may be issued in book-entry form only. After the original issuance of Bonds of any Series, no Bonds of such Series shall be issued except in exchange or transfer for other Bonds of such Series pursuant to Article III.

Section 2.03. Provisions for Refunding Issue.

(a) Bonds of one or more Series may be issued and delivered, subject to the provisions and limitations of this Section, for the purpose of refunding any Bonds then Outstanding. The Series Resolution authorizing each such Series of Bonds of a Refunding Issue shall set forth that the purposes for which such Series of Bonds is issued are the payment or redemption of any part or all of the Bonds of any one or more Series then Outstanding, and, if the expenses of such issuance and payment or redemption are not otherwise provided for, the payment of the expenses of such issuance and redemption, and shall contain a description of the Bonds so to be redeemed.

(b) The Bonds of the Series of a Refunding Issue may be delivered by the Authority only if:

(i) There shall thereupon be deposited with the Trustee either:

(A) moneys in an amount sufficient to effect payment at the applicable maturity or Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the maturity or Redemption Date, which moneys shall be held by the Trustee in a separate account irrevocably in trust for the Holders of Outstanding Bonds being refunded; or

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

(ii) The Authority shall have given irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds so to be redeemed on a Redemption Date specified in such instructions and to give notice in the manner provided in Section 4.05 that the moneys payable upon such redemption will be available on said Redemption Date for payment to the Bondholders entitled thereto;

(iii) The Trustee shall furnish to the Authority at the time of delivery of the Series of Bonds of the Refunding Issue a certificate or other evidence satisfactory to the Trustee stating that it holds or there is being held in trust the Permitted Investments and/or moneys required to effect such redemption, which statement may be based on a verification report upon which the Trustee may conclusively rely; and

(iv) The requirements set forth in Section 2.02 hereof have been satisfied.

Section 2.04. Other Obligations. So long as any Bonds are Outstanding, the Authority hereby covenants that it will not create or permit the creation of or issue any obligations or create any additional indebtedness (other than additional Series of Bonds, or a Qualified Hedge Agreement pursuant to Section 2.01(a) hereof) which will be secured by a superior or equal charge or superior or equal lien on the amounts pledged hereunder or will be payable, on an equal or superior basis, from any of the Funds or Accounts established and created by or pursuant to this Resolution. The Authority may, however, issue evidences of indebtedness (including general obligations of the Authority) not issued and secured under this Resolution, or subordinate to the charge or lien on the amounts or assets pledged hereunder to secure the Outstanding Bonds.

ARTICLE III

GENERAL BOND PROVISIONS

Section 3.01. Medium of Payment; Form and Date.

(a) The Bonds shall be payable, with respect to interest, principal and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, or in such other coin or currency as set forth in a Series Resolution. Payment of interest (other than at a stated maturity date) and premium, if any, on, and principal (payable upon redemption) of, the Bonds will be made by wire transfer to the Bondholder at the close of business on the Regular Record Date or Redemption Record Date, as the case may be, so long as ownership of such Bond is registered in book-entry form; provided, however, that, if the Authority shall default in the payment of interest due on any Interest Payment Date, such interest shall cease to be payable to the Bondholder on such Record Date and shall be payable, when and if paid by the Authority, to the Bondholder at the close of business on the Record Date fixed therefor by the Trustee (each a "Special Record Date"), which shall not be more than 15 days and not less than 10 days prior to the date of the proposed payment. Interest on the Bonds shall

be paid when due, if ownership of such Series of the Bonds is not maintained in book-entry form, by check or draft drawn on the Trustee and mailed by the Trustee to the Bondholder at the address shown on the registration books of the Trustee as of the Record Date. Payment of principal and interest on the stated maturity date on each of the Series of Bonds will be made upon presentation and surrender of each Bond of such Series, at the office of the Trustee or Paying Agent maintained for that purpose. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if such payment represents payment on more than one Bond identified by a particular CUSIP number) shall accompany all payments of principal of, premium, if any, and interest on the Bonds.

(b) Current Interest-Bearing Bonds of each Series issued prior to the first Interest Payment Date thereof shall be dated as of the date or dates specified in the Series Resolution authorizing the issuance thereof. Bonds issued on or subsequent to the first Interest Payment Date shall be dated as of the date of authentication of the Bonds and interest shall be paid from the Interest Payment Date next preceding the date of authentication, unless such date of delivery shall be an Interest Payment Date in which case they shall be dated as of such date of delivery; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds of any Series shall be in default, the Bonds of such Series issued in lieu of Bonds surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Bonds surrendered. Deferred Interest Bonds of any Series shall be dated as of the date or dates specified in the Series Resolution authorizing the issuance thereof. Except as set forth in a Series Resolution, Bonds of each Series shall bear interest from their dated date until the first Interest Payment Date and thereafter from the Interest Payment Date next preceding the date of their authentication by the Trustee (unless authenticated on an Interest Payment Date, in which case they shall bear interest from such Interest Payment Date or, in the case of Bonds issued while interest on the Bonds shall be in default, from the date to which interest has been paid in full).

(c) For all purposes of the Act relating to or dealing with the date of the Bonds, Bonds of any Series shall be deemed to be dated as of the date specified for the Bonds of such Series in the Series Resolution authorizing the issuance thereof.

(d) All Bonds of each Series shall mature or be subject to a Sinking Fund Installment, if any, on the date or dates fixed by a Series Resolution. Interest on all Current Interest-Bearing Bonds of each Series shall be payable on the dates set forth in the applicable Series Resolution. The first installment of interest due on the Bonds of a Series may be for such period as the Authority shall fix by Series Resolution. Interest on any Deferred Interest Bonds of a Series shall be payable as set forth in a Series Resolution (which may be upon maturity or earlier redemption of such Bonds or such date or dates prior to maturity or earlier redemption of such Bonds as specified in a Series Resolution).

Section 3.02. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this

Resolution as may be necessary or desirable to comply with custom, or otherwise, as may be determined by the Authority prior to the delivery thereof.

Section 3.03. Execution and Authentication.

(a) The Bonds of each Series shall be executed in the name of the Authority by the manual or facsimile signature of its Chair, Vice Chair or Director, attested by the manual or facsimile signature of its Secretary, Treasurer or any person duly designated by the Authority, or in such other manner as may be required by law. In case any one or more of the members, officers or employees of the Authority who shall have signed any of the Bonds or whose signature appears on any of the Bonds shall cease to be such member, officer or employee before the Bonds are actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed them or whose signatures appear thereon had not ceased to hold such office or be so employed. Any Bond of a Series may be signed on behalf of the Authority by such persons as at the actual time of the execution of such Bond shall be duly authorized or shall hold the proper office in or employment by the Authority, although on the Date of Original Issuance of a Series of Bonds such persons may not have been authorized or have held such office or employment.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the manual signature of the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution:

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

[_____], as Trustee

By _____
Authorized Signer

The Trustee’s certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 3.04. Interchangeability. Bonds, upon surrender thereof at the principal office of the Trustee, with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondholder or his attorney duly authorized in writing, may, at the option of such Bondholder,

be exchanged for an equal aggregate principal amount or Original Principal Amount, as the case may be, of Bonds of the same Series, maturity and interest rate, subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System.

Section 3.05. Negotiability and Registry. All the Bonds issued pursuant to this Resolution shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and this Resolution. So long as any of the Bonds shall remain Outstanding, the Authority shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of Bonds which books shall be open to inspection by the Authority; and, upon presentation thereof for such purpose at said office, subject to any provisions in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System, the Authority shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit the exchange of Bonds at the principal corporate trust office of the Trustee, subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System.

Section 3.06. Transfer of Bonds. Subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System, each Bond shall be transferable only upon the books of the Authority, at the designated corporate trust office of the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Bondholder or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the Trustee shall issue in the name of the transferee a new registered Bond or Bonds of the same Series, aggregate principal amount or Original Principal Amount, interest rate and maturity as the surrendered Bond.

The Authority, the Trustee and any Paying Agent may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Authority as the absolute Holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, premium, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; neither the Authority, the Trustee nor any Paying Agent shall be affected by any notice to the contrary. To the extent permitted by law, the Authority agrees to indemnify and save any Paying Agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such Holder.

The transfer of Bonds of a particular Series may be further limited as provided in the Series Resolution relating thereto.

Section 3.07. Regulations for Exchange and Transfer. Subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System and Section 3.06, in all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Authority shall execute and deliver Bonds in accordance with the provisions of this Resolution and the Series Resolution under which any such Bond is issued. All Bonds surrendered in any such exchanges or transfers shall be cancelled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge to the Bondholder sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Authority nor the Trustee shall be obligated to make any such exchange or transfer of Bonds called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days prior to the first mailing of notice calling such Bonds or portions thereof for redemption as herein provided. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.08. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Trustee shall authenticate and deliver a new Bond of like Series, maturity, interest rate and principal amount or Original Principal Amount, as the case may be, as the Bond, if any, so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, if any, or in lieu of and substitution for the Bond, if any, destroyed, stolen or lost, upon filing with the Authority and the Trustee evidence satisfactory to them, the provision to the Authority and the Trustee of satisfactory indemnification and complying with such other reasonable regulations as the Authority or the Trustee may prescribe and paying such expenses as the Authority or the Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it and notice of such cancellation shall be given to the Authority upon request.

Upon the issuance of any new Bond under this Section, the Authority may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Authority, any Paying Agent or the Trustee connected therewith.

Section 3.09. Preparation of Definitive Bonds; Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Authority may execute and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in any denominations authorized by the Authority, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Authority, at its own expense, shall prepare and execute and, upon the surrender of such temporary Bonds deliver in exchange therefor, at the principal corporate trust office of the Trustee, definitive registered Bonds, of the same Series, aggregate principal amount or Original Principal Amount, as the case may be, interest rate and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in

all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 3.10. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds, or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest, or by any other arrangement; in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds, or claims for interest shall not be entitled, in case of any default under this Resolution, to the benefit of this Resolution or to any payment out of any assets of the Authority or the Funds and Accounts (except funds held in trust for the payment of particular Bonds) held by the Trustee or any Paying Agent, except after the 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 as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Authority to enter into agreements with particular Bondholders as provided in Section 9.04 hereof or to issue refunding Bonds as provided in Article II hereof, and such issuance shall not be deemed to constitute an extension of the maturity of any Bond or of the time of payment of any claim for interest.

Section 3.11. Money Held for Particular Bonds. The amounts held for the payment of the interest, principal or premium, if any, due on any date with respect to particular Bonds shall be held by the Paying Agent and shall, pending such payment, be held in trust by it for the Bondholders entitled thereto and the Paying Agent shall maintain adequate records for the purpose of segregating the funds, and for the purposes of this Resolution, such interest, principal or premium, after the due date thereof, shall no longer be considered to be unpaid. The Trustee shall notify the Authority of any moneys so held for the payment of interest or principal or premium due with respect to particular Bonds which remain in the custody of the Trustee or Paying Agent on the date which is one year after the date on which such Bonds matured or were redeemed (or 90 days prior to the day such moneys would, under the laws of the State, escheat or be required to be paid to the State, respectively, if either of such dates is earlier).

Section 3.12. Cancellation of Bonds. Subject to the following paragraph, all Bonds purchased, redeemed or paid shall, if surrendered to the Authority or any Paying Agent, be cancelled by it and delivered to the Trustee, or if surrendered to the Trustee, be cancelled by it. No such Bonds shall be deemed Outstanding under this Resolution and no Bonds shall be issued in lieu thereof. All such Bonds shall be cancelled and shall be destroyed and notice thereof delivered to the Authority upon request.

Provided, however, the foregoing shall not apply to any Bonds purchased by the Authority and specified in a Certificate as not being cancelled, and notwithstanding the foregoing paragraph such Bonds shall not be deemed paid, cancelled or extinguished, although such Bonds while held by the Authority or Trustee on behalf of the Authority shall not be considered Outstanding for the purposes of Article VII, IX or XII hereof, and any amounts receivable thereunder shall be netted against Authority payments due thereunder. Any provision in a Series Resolution which permits the Trustee to purchase Outstanding Bonds in the open market in lieu of redemption and further

provides for the cancellation of any Bond so purchased in lieu of redemption, shall not apply to any Bond so purchased and designated as aforesaid in a Certificate.

Section 3.13. Book-Entry Form of Bonds. Notwithstanding anything herein to the contrary, the Authority may elect, by Series Resolution, that Bonds for a particular Series be registered pursuant to a Book Entry System, without certificates being provided or available to the registered Holder thereof.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Procedure and Prices. Bonds of a Series redeemable prior to maturity pursuant to a Series Resolution shall be subject to redemption by or on behalf of the Authority upon notice as provided in this Article, at such times, at such redemption prices and upon such terms in addition to the terms contained in this Article IV as may be specified in the Series Resolution authorizing such Series.

Section 4.02. Redemption at the Election or Direction of Authority. In the case of any redemption of Bonds at the election or direction of the Authority, the Authority shall give written notice to the Trustee of its election or direction so to redeem, of the Redemption Date, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed, which Series maturities and principal amounts thereof to be redeemed shall be determined by the Authority in its sole discretion, subject to any limitations with respect thereto contained in the applicable Series Resolution or in this Resolution. Such notice shall be given to the Trustee at least thirty (30) days prior to the Redemption Date or such shorter period as shall be acceptable to the Trustee or contained in the applicable Series Resolution. In the event notice of redemption shall have been given as provided in Section 4.05 (except for a conditional notice as authorized by the penultimate paragraph thereof), there shall be paid on or prior to the Redemption Date (but not necessarily prior to the date on which notice of redemption shall have been given as provided in Section 4.05) to the appropriate Paying Agents, an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the Redemption Date at the Redemption Price thereof, plus interest accrued and unpaid to the Redemption Date, all of the Bonds to be redeemed. The Authority shall promptly notify the Trustee in writing of all such payments by it to a Paying Agent.

Section 4.03. Redemption Otherwise Than at Authority's Election or Direction. Whenever, by the terms of this Resolution and pursuant to a Series Resolution, the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the Authority, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay out of moneys available therefor (or pay to any Paying Agent, if applicable) the Redemption Price thereof, plus interest accrued and unpaid to the Redemption Date, to the appropriate Paying Agents in accordance with the terms of this Article IV and the terms of the applicable Series Resolution.

Section 4.04. Selection of Bonds To Be Redeemed. In the event of redemption of less than all of the Outstanding Bonds of like Series, interest rate and maturity, the Bonds to be

redeemed in part shall be selected randomly in such manner as the Trustee in its discretion deems fair, unless otherwise specified in the Series Resolution authorizing such Series of Bonds.

Section 4.05. Notice of Redemption. This Section shall govern the provision of notice of redemption unless otherwise provided in a Series Resolution. When the Trustee shall be required or authorized to redeem Bonds, the Trustee shall, in accordance with the terms and provisions of the Bonds and of this Resolution, select the Bonds to be redeemed and shall give notice (which notice shall be dated the date given), in the name of the Authority, of the redemption of Bonds, which notice shall specify (i) the name of the Bonds, (ii) the Series, (iii) the date of issue, (iv) the Redemption Price, (v) the maturities, interest rates and CUSIP numbers of the Bonds to be redeemed, (vi) the Redemption Date and the place or places where amounts due upon such redemption will be payable (including name and address of the Trustee or redemption agent, with contact person and telephone number), (vii) if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed (i.e., certificate numbers), (viii) in the case of a Bond to be redeemed in part only, such notice shall also specify the portion of the principal amount or Original Principal Amount, as the case may be, thereof to be redeemed and (ix) such other information as may be specified in a Series Resolution with respect to a particular Series of Bonds. Such notice shall further state that, except as otherwise provided in the penultimate paragraph of this Section, on the Redemption Record Date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, with interest accrued and unpaid to such date, and that from and after such date, interest thereon shall cease to accrue and be payable. Such notice shall be given by mailing a copy of such notice, first-class mail, postage prepaid, at least 20 days but no more than 60 days prior to such Redemption Date, to the Holder of any Bond, all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books, or as may otherwise be specified in the Series Resolution authorizing the issuance of such Series of Bonds, but failure so to mail any such notice or any defect in such notice shall not be a condition precedent to or affect the validity of any proceedings for the redemption of other Bonds.

Any notice of redemption pursuant to this Section 4.05 may, if directed by the Authority, be given specifying that the redemption of the Bonds so called for redemption is made conditional upon the deposit of sufficient amounts to pay the Redemption Price therefor on the Redemption Date and, if amounts are not so available, such notice of redemption shall be deemed to be cancelled and be null and void and the Bonds so called for redemption and subject to such conditional redemption notice shall continue to remain Outstanding.

Any notice, direction or other communication given hereunder from the Authority to any Fiduciary, from any Fiduciary to the Authority, or upon the approval of a Bondholder from the Authority or any Fiduciary to such Bondholder, may be given by sending it via e-mail or other electronic means in lieu of regular mail in accordance with Section 12.04.

Section 4.06. Payment and Cancellation of Bonds Redeemed and Purchased. Notice having been given in the manner provided in Section 4.05, the Bonds or portions thereof called for redemption and specified in said notice shall, except as provided in Section 4.05, become due and payable on the Redemption Date specified in said notice at the Redemption Prices thereof

applicable on such date, plus unpaid interest on said Bonds or portions thereof accrued to such date, and upon presentation and surrender thereof at the place or places specified in said notice, said Bonds or portions thereof shall be paid at the said Redemption Prices, plus unpaid interest on said Bonds or portions thereof accrued to such date. CUSIP number identification with appropriate dollar amounts for each CUSIP number shall accompany all redemption payments and interest payments, whether by check or by wire transfer. If there shall be so called for redemption less than all of a Bond, the Authority shall execute and cause to be delivered, upon the surrender of such Bond to the Trustee, without charge to the Holder thereof, for the unredeemed balance of the principal amount or Original Principal Amount of the Bond so surrendered, Bonds of like Series, designation, interest rate and maturity. If, on such Redemption Date, money for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest thereon accrued and unpaid to such date, shall be held by or on behalf of the Trustee so as to be available therefor on such date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such Redemption Date, interest on the Bonds or portions thereof of such maturity so called for redemption shall cease to accrue and become payable, and said Bonds or portions of Bonds shall no longer be considered Outstanding hereunder.

Section 4.07. Redeemed Bonds as Satisfaction of Sinking Fund Installments. Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established pursuant to a Series Resolution (other than by application of Sinking Fund Installments), an amount equal to the applicable Redemption Prices thereof (as specified in a Series Resolution) shall be credited towards a part of all or any one or more of such Sinking Fund Installments, as directed by the Authority in a Certificate delivered to the Trustee by the forty-fifth (45th) day preceding the next date a Sinking Fund Installment is due, as directed in a Series Resolution (or Series Certificate), or, failing any such direction, toward such Sinking Fund Installments on a proportionate basis, as near as possible after adjusting for authorized denominations. Such applicable Redemption Prices shall be the respective Redemption Prices which would be applicable upon the redemption of such Bonds from the respective Sinking Fund Installments on the due dates thereof. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of the calculation of principal installments due on a future date.

Section 4.08. Purchase of Bonds; Tenders. Unless expressly provided otherwise herein, if at any time moneys are held in any Fund or Account hereunder or in a Series Resolution to be used to redeem Bonds, in lieu of such redemption the Authority may direct the Trustee to use part or all of such moneys to purchase Bonds of the respective Series, interest rates and maturities that would otherwise be subject to redemption from such moneys. The direction from the Authority must contain specific purchase directions and may include settlement of a trade arranged by or on behalf of the Authority. The purchase price of such Bonds shall not exceed the applicable Redemption Price of the Bonds which would be redeemed but for the operation of this Section (accrued interest to be paid from the same Fund or Account from which accrued interest would be paid upon the redemption of such Bonds). Any such purchase must be completed prior to the time notice would otherwise be required to be given to redeem the related Bonds. All Bonds so purchased shall be cancelled by the Trustee and applied as a credit against the Authority's

obligation to redeem such Bonds from such moneys. Savings resulting from the purchase of Bonds at less than their respective Redemption Prices shall be used to purchase or redeem additional Bonds to the extent permitted by the provisions hereof and the relevant Series Resolution or, at the request of the Authority, and for Bonds that are tax-exempt upon receipt of a Counsel's Opinion that such action will not adversely affect the tax-exempt status of interest on the Bonds, withdrawn and paid to the Authority free and clear of the lien of this Resolution.

The Authority may direct the Trustee, on behalf of the Authority, to request the submission of tenders following notice requesting such submission prior to making the purchases authorized pursuant to the preceding paragraph. The Authority may specify the maximum and minimum periods of time which shall transpire between the date upon which such notice is to be given and the date upon which such tenders are to be accepted. No tenders shall be considered or accepted at any price exceeding the price specified in the preceding paragraph for the purchase of Bonds. The Authority shall accept bids with the lowest price and in the event the moneys available for purchase pursuant to such tenders are not sufficient to permit acceptance of all tenders and if there shall be tenders at an equal price above the amount of moneys available for purchase, then the Trustee shall select randomly, or in such manner as it shall determine in its discretion, the Bonds tendered which shall be purchased.

ARTICLE V

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts and Application of Bond Proceeds.

(a) The following special Funds and Accounts shall be held by the Trustee or by a Fiduciary, in a segregated account, in the name of the Trustee and shall be established upon establishment of an Account in such Fund pursuant to a Series Resolution and otherwise at such time, if any or as necessary, to account for funds to be deposited therein pursuant to the terms hereof or of any Series Resolution or as directed by a Certificate:

- (i) a Program Fund, and therein a Series Account and a Cost of Issuance Account;
- (ii) a Revenue Fund, and therein a Debt Service Account, a Prepayment Account and a Redemption Account;
- (iii) a Housing Reserve Fund; and
- (iv) a Surplus Fund.

No amounts may be withdrawn, transferred or paid out of any of the above Funds except as provided in this Article or in a Series Resolution. The Housing Reserve Fund constitutes a "Housing Reserve Fund" within the meaning of 30-A M.R.S.A. § 4906(1).

(b) The Trustee shall also establish such other funds, accounts or subaccounts as the Authority may direct or as the Trustee shall determine may be reasonably required to carry out its duties under this Resolution, and moneys deposited therein shall be used only as provided in the directions of the Authority.

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

(d) The proceeds from any Series of Bonds shall be deposited in the Funds and Accounts established under this Resolution in accordance with the terms of this Article V and of the Series Resolution authorizing such Series of Bonds; provided that the Authority may establish a temporary account into which the proceeds of the sale of a Series of Bonds may be deposited initially to facilitate the ultimate deposit of such proceeds in the Funds and Accounts created hereby. The Trustee shall also deposit in the Funds and Accounts established under this Resolution such other moneys or assets of the Authority as the Authority may direct by a Certificate of an Authorized Officer.

Section 5.02. Program Fund.

(a) There shall be deposited from time to time in the Program Fund, and in the appropriate subaccounts of the Series Account and the Costs of Issuance Account therein, any proceeds of the sale of Bonds representing principal or premium or other amounts required to be deposited therein pursuant to this Resolution and any Series Resolution, and any other amounts determined by the Authority to be deposited therein from time to time.

(b) Subject to the provisions of the applicable Series Resolution, amounts in the Series Account of the Program Fund shall be expended only (i) to make or finance Loans, which may include making Loans, acquiring Loans or refinancing Loans, and acquiring or refinancing Mortgage-Backed Securities; (ii) to purchase or redeem a Series in accordance with subsection (e) of this Section; (iii) to pay, purchase or redeem Bonds, notes or other bonds of the Authority or any other entity in accordance with subsection (f) of this Section; and (iv) if so provided in a Series Resolution, to reimburse a Credit Enhancer for amounts obtained under credit enhancement or a liquidity provider for amounts paid under a Liquidity Agreement for the purposes described in clauses (ii) or (iii) of this subsection.

(c) Subject to the provisions of a Series Resolution related to a Series of Bonds, amounts in the Cost of Issuance Account shall be expended only to pay Costs of Issuance for such Series of Bonds, as directed by the Authority and any moneys remaining therein after all Costs of Issuance for such Series of Bonds have been satisfied shall be transferred to the subaccount of the Series Account related to such Series of Bonds.

(d) The Trustee shall pay out and permit the withdrawal of amounts on deposit in the Program Fund at any time for the purpose of making payments pursuant to clause (i) of subsection (b) of this Section, but only upon receipt of:

(i) a written requisition of an Authorized Officer of the Authority setting forth the amount to be paid, the person or persons to whom such payment is to be made (which may be or include the Authority) and, in reasonable detail, the purpose of such withdrawal, and, if applicable, the subaccount of the Program Fund from which such withdrawal is to be made; and

(ii) other items as may be required under this Resolution or a Series Resolution.

(e) At any time the Authority may direct the Trustee in writing to transfer amounts in the Series Account of the Program Fund not required for the purposes set forth in subsection (b) of this Section to the Redemption Account or to apply such amounts directly to the redemption, purchase or retirement of Bonds in accordance with their terms and the provisions of Article IV.

(f) If so provided in a Series Resolution authorizing the issuance of a Series of Bonds, the Authority may direct the Trustee in writing to transfer amounts in the Program Fund to fund the payment, purchase or redemption of bonds, which may include interest thereon, theretofore issued by the Authority or any other entity upon receipt by the Trustee of a written requisition setting forth (i) the bonds with respect to which the transfer is to be made, and (ii) the amount of the transfer.

(g) Upon the final disbursement of amounts on deposit in the Program Fund or any sub-account thereof, at the written direction of the Authority, the Trustee shall close the Program Fund or such account or subaccount thereof.

Section 5.03. Maintenance of Escrows. All amounts received by the Authority or a servicer on behalf of the Authority as escrow payments shall be deposited as promptly as possible in escrow accounts maintained by the Authority or a servicer deemed responsible for such purpose by the Authority. Amounts in such escrow accounts, or in any sub-account therein, shall be within the control of the Authority or such servicer and may, but need not, be held by the Trustee. Amounts in such escrow accounts shall not be subject to the lien and pledge of this Resolution or a Series Resolution, unless otherwise provided therein. Such amounts may be set aside and held with any similar funds similarly held and may be applied to any lawful purpose of the Authority subject to the terms of the Loan with respect to which such amounts were received and of any agreement between the Authority and the mortgagor or any Credit Enhancer relating to the Loan.

All escrow payments and all Revenues and other payments received and held by a Depository with respect to such Loan shall be separately identified.

Section 5.04. Revenue Fund.

(a) The Authority shall cause all Pledged Receipts to be deposited promptly with the Trustee in the Revenue Fund or an Account or subaccount created therein, provided that Prepayments shall be deposited in the Prepayment Account. There shall also be deposited in the Revenue Fund or an Account or subaccount created therein any other amounts required to be deposited therein pursuant to this Resolution and any Series Resolution.

(b) Except as otherwise provided in a Series Resolution with respect to a Series of Bonds, the Trustee shall transfer from the Revenue Fund, or any Account or subaccount thereof: (i) to the Debt Service Account or subaccounts created thereunder, as applicable, on or before each Interest Payment Date, the amounts required for the payment of the Principal, if any, and interest due on a Series of Bonds on such Interest Payment Date, as well as any payments required under a Qualified Hedge Agreement; (ii) to the Redemption Account, or subaccounts created thereunder, as applicable, on or before the Redemption Date or date of purchase, the amounts required to pay the Redemption Price on Outstanding Bonds to be redeemed or purchased on such date after giving effect to any credits against such amounts pursuant to Section 5.05(b), and such amounts so deposited pursuant to (i) or (ii) shall be applied by the Trustee to such payments, provided, however, that Prepayments not used to redeem Bonds shall be transferred to the Program Fund or to the Surplus Fund upon direction by the Authority, and provided further that if, pursuant to a Series Resolution, amounts obtained under credit enhancement are to be used to make the payments referred to in this subsection (b), then amounts in the Revenue Fund which would have otherwise been used to make such payments may be applied to reimburse the Credit Enhancer for the amounts so obtained, all in accordance with such Series Resolution; and (iii) amounts to pay Program Expenses, as directed by the Authority.

(c) On the last Business Day of each Fiscal Year of the Authority or such other date, if any, as shall be specified by a Series Resolution with respect to a Series of Bonds, the Trustee shall deliver to the Authority, and on any other date selected by the Authority may deliver to the Authority, a certificate containing a statement which sets forth, as of such date, the amount remaining in the Accounts of the Revenue Fund as of such date after deducting all payments required to have been made pursuant to subsection (b) of this Section and the amount, if any, required to be transferred to the applicable Accounts of the Housing Reserve Fund to maintain the Housing Reserve Minimum Requirement and the Housing Reserve Maximum Requirement and/or to the Program Fund. Concurrently with the delivery of such certificate, the Trustee shall transfer from the related Account or Accounts of the Revenue Fund (i) first, to the related Account or Accounts of the Housing Reserve Fund, an amount equal to the amount necessary to be transferred thereto in order that the amount on deposit therein be equal to the Housing Reserve Requirement (or such lesser amount as may be available), (ii) second, to the related Account or Accounts of the Program Fund, if the Authority so directs in writing at least three (3) Business Days prior

to such last Business Day, such amount as the Authority determines is required to finance Loans, as evidenced by a certificate of an Authorized Officer, and (iii) third, if so directed by the Authority in writing at least three (3) Business Days prior to such last Business Day, to the payment of Program Expenses and any other costs or expenses of the Authority in connection with any program of the Authority, all as designated in a Certificate. At any time after the delivery of such certificate by the Trustee and after the transfers described in (i), (ii) and (iii) above, if applicable, have been made, except as otherwise provided in a Series Resolution, or unless otherwise directed by the Authority in writing, any amount remaining in the Revenue Fund shall be deposited into the Surplus Fund.

(d) Notwithstanding any other provision of this Section, the Trustee may at any time make transfers from the Revenue Fund, upon the written direction of an Authorized Officer, to the Redemption Account for the purposes thereof. No such transfer shall be made, however, unless there is on deposit in the Revenue Fund after such transfer an amount equal to the debt service accrued on all Outstanding Bonds as of the date of such transfer and any payments due pursuant to a Qualified Hedge Agreement.

Section 5.05. Redemption Account.

(a) There shall be deposited in the Redemption Account all amounts which are required to be deposited therein pursuant to this Resolution and any Series Resolution and any other amounts available therefor and determined by the Authority to be deposited therein. Subject to the provisions of this Resolution or of any Series Resolution authorizing the issuance of a Series of Bonds requiring the application thereof to the payment, purchase or redemption of any particular Bonds, the Trustee shall apply any amounts deposited in the Redemption Account to the purchase or redemption of Bonds at the times and in the manner provided in this Section and Article IV.

(b) Except as otherwise provided in an applicable Series Resolution, at any time before the thirtieth day prior to the day upon which a Series of Bonds are to be paid or redeemed from such amounts, the Trustee shall, if so directed in writing by the Authority, apply amounts in the Redemption Account to the purchase of any of the Bonds of a Series which may be paid or redeemed by application of amounts on deposit therein. The Trustee shall purchase Bonds of a Series at such times, for such prices, in such amounts and in such manner as the Authority shall from time to time direct. In the event that Sinking Fund Installments have been established for the Bonds so purchased or redeemed, such Sinking Fund Installments shall be credited in the manner provided in Section 5.04(b). The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bonds purchased shall not exceed the Redemption Price on such Bonds, if then subject to redemption, or if not subject to redemption, the Redemption Price payable on any such date upon which such Bond is next subject to redemption other than from Sinking Fund Installments; provided, however, that, to the extent permitted by law, the purchase of such Bonds may be at prices exceeding that set forth above in this subsection (b) as directed by the Authority if the Authority shall provide funds to pay for such excess price. In the event the Trustee is able to purchase Bonds of a Series at a price less than the Redemption Price at which such Bonds were to be redeemed, then, upon the

payment by the Trustee of the purchase price of such Bonds, the Trustee shall transfer the difference between the amount of such purchase price and the amount of such Redemption Price to, and deposit the same in, the Revenue Fund.

Section 5.06. Housing Reserve Fund. There shall be maintained in the Housing Reserve Fund, from the proceeds of the sale of the Bonds or such other sources as specified by a direction of an Authorized Officer of the Authority, an amount at least equal to both of the Housing Reserve Minimum Requirement and the Housing Reserve Maximum Requirement.

The Trustee shall, to the extent the amount in the Revenue Fund is insufficient to pay principal of and interest on the Bonds and any Sinking Fund Installments and any payments required by a Qualified Hedge Agreement, transfer from the Housing Reserve Fund (after transferring any amounts in any capitalized interest account established pursuant to a Series Resolution or in the Surplus Fund (to the extent of amounts available therein and therefor)) to the Revenue Fund to pay the principal of and interest on the Bonds and any Sinking Fund Installments and any payments required by a Qualified Hedge Agreement. The Trustee shall notify the Authority in writing prior to any such withdrawal from the Housing Reserve Fund.

In addition to the payments made into the Housing Reserve Fund pursuant to this Section or otherwise, the Authority shall deposit in the Housing Reserve Fund any money appropriated and paid to the Authority by the State pursuant to the Act for the purpose of restoring the Housing Reserve Fund to the Housing Reserve Minimum Requirement.

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

In order to better secure the Bonds and to make them more marketable and to maintain in the Housing Reserve Fund an amount equal to the Housing Reserve Minimum Requirement, and in accordance with the provisions of Section 4906 of the Act, the Authority shall cause the Director annually, on or before December 1 of each year, to make and deliver to the Governor of the State a certificate stating the sum, if any, that is necessary to restore the Housing Reserve Fund to an amount equal to the Housing Reserve Minimum Requirement. All money received by the Authority from the State in accordance with the provisions of Section 4906 of the Act, pursuant to any such certification, shall be paid to the Trustee for deposit in and credit to the Housing Reserve Fund.

So long as any such credit or transfer does not reduce the amount in the Housing Reserve Fund below the Housing Reserve Minimum Requirement or the Housing Reserve Maximum Requirement, any investment earnings on moneys held in the Housing Reserve Fund shall be credited to the Revenue Fund, unless directed by a Certificate of an Authorized Officer to be transferred or credited by the Trustee to another Fund or Account or to the Authority at such times as directed by such Authorized Officer.

Any balance in the Housing Reserve Fund in excess of the greater of the Housing Reserve Minimum Requirement or the Housing Reserve Maximum Requirement shall, at the option of the Authority and upon the direction of a Certificate of an Authorized Officer, be transferred or credited by the Trustee to the Revenue Fund or other Fund or Account at such times as directed by such Authorized Officer.

Section 5.07. Surplus Fund.

(a) Upon the direction of a Certificate of an Authorized Officer, the Trustee shall from time to time pay out money from the Surplus Fund to finance Loans.

(b) The Trustee shall, to the extent the amount in the Revenue Fund is insufficient to pay the principal of and interest on the Bonds and any Sinking Fund Installment when due and any amounts required to be paid to the Hedge Provider of a Qualified Hedge Agreement (other than fees or termination payments payable to such Hedge Provider) unless otherwise provided in such Qualified Hedge Agreement or any related Series Resolution, transfer (after transferring amounts in any capitalized interest account established in connection with a Series Resolution) moneys from the Surplus Fund, to the extent of amounts therein which are not otherwise restricted for specific purposes, to the Revenue Fund to pay the principal of and interest on the Bonds and any Sinking Fund Installment and any amounts required to be paid to the Hedge Provider of a Qualified Hedge Agreement (other than fees or termination payments payable to such Hedge Provider) unless otherwise provided in such Qualified Hedge Agreement or any related Series Resolution.

(c) Any investment earnings on moneys held in the Surplus Fund shall remain in the Surplus Fund, unless directed by a Certificate of an Authorized Officer to be transferred or credited by the Trustee to another Fund or Account.

Section 5.08. Hedging Transaction. A Hedge Agreement is a Qualified Hedge Agreement if (1) at the time of execution of such Hedge Agreement, the Hedge Provider of the Hedge Agreement is a Qualified Hedge Institution or the obligations of said Hedge Provider under the Hedge Agreement are unconditionally guaranteed by a Qualified Hedge Institution and (2) the Authority designates the Hedge Agreement as a Qualified Hedge Agreement by a Certificate.

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

(a) for purposes of any calculation of debt service (other than the Housing Reserve Requirement), the interest rate on the Bonds with respect to which the Qualified Hedge Agreement applies shall be determined as if such Bonds had interest payments equal to the interest payable on those Bonds less any payments reasonably expected to be made to the Authority by the Hedge Provider and plus any payments reasonably expected to be

made by the Authority to the Hedge Provider in accordance with the terms of the Qualified Hedge Agreement (other than fees, expenses or termination payments payable to such Hedge Provider for providing the Qualified Hedge Agreement);

(b) any such payments (other than fees, expenses and termination payments) required to be made by the Authority to the Hedge Provider pursuant to such Qualified Hedge Agreement shall be made from amounts on deposit in the Revenue Fund pursuant to Section 5.04(b)(i), and are entitled to the same security afforded to Bondholders by this Resolution for payments made pursuant to such Section, unless otherwise specified by the Authority to be paid from other moneys;

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

(d) fees not equivalent to regular Bond debt service payments, as well as expenses and termination payments, if any, payable to the Hedge Provider may be paid from amounts on deposit in the Revenue Fund pursuant to Section 5.04(b)(iii), or such other funds as are specifically designated by the Authority, in each case if and to the extent expressly provided in the Qualified Hedge Agreement or applicable Series Resolution.

Section 5.09. Bondholder Reserve Fund Resolution. Pursuant to Section 203(b)(i) of the Bondholder Reserve Fund Resolution, Bonds issued hereunder shall also be secured by the Bondholder Reserve Fund Resolution. Pursuant to Section 203 (b)(iv) of the Bondholder Reserve Fund Resolution, the Authority does hereby covenant that it will take all lawful, reasonable and necessary action hereunder to ensure that the certification required by Section 203(b)(iii) of the Bondholder Reserve Fund Resolution remains true at all times there are Bonds Outstanding under this Resolution, and the Authority will not issue any Bonds hereunder unless prior thereto it has delivered to the Trustee under the Bondholder Reserve Fund Resolution the Certificate required by Section 203(b)(iii) of the Bondholder Reserve Fund Resolution.

ARTICLE VI

COVENANTS

Section 6.01. General. The Authority hereby particularly covenants and agrees with the Trustee and with the Bondholders of each Series and makes provisions which shall be a part of its contract with such Bondholders, to the effect and with the purpose set forth in the following provisions and Sections of this Article. The provisions of this Article shall be effective from and after the time of the delivery by the Authority of the Bonds of each Series issued under this Resolution.

Section 6.02. Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid from the Trust Estate, the principal amount of and interest, and premium, if any on the Bonds, at the dates and places and in the manner mentioned in the Bonds, according to the true

intent and meaning thereof, and shall duly and punctually pay or cause to be paid from the Trust Estate to the Trustee any part of any and all Sinking Fund Installments required pursuant to any provision of this Resolution and the related Series Resolutions.

Section 6.03. Personnel and Servicing of Programs. The Authority shall at all times appoint, retain and employ competent personnel for the purpose of carrying out its respective programs and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of such personnel at reasonable compensation, salaries, fees and charges, and all persons employed by the Authority shall be qualified for their respective positions.

Section 6.04. Tax Covenants. The provisions of this Section shall apply only to the Bonds as to which the related Series Resolution shall determine that interest thereon shall be excludable from gross income for federal income tax purposes. The Authority shall take no action which may cause interest on the Bonds to be included in gross income for federal income tax purposes and shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Authority on the Bonds shall not be includable in gross income for federal income tax purposes, including without limitation making timely arbitrage rebate payments.

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

In the event that at any time the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Resolution, the Authority shall so direct the Trustee in writing. The Trustee shall take such action as may be necessary in accordance with such instructions and shall be deemed to be in compliance hereof to the extent it follows such instructions.

Section 6.05. Accounts and Reports. The Trustee shall keep proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Bonds and all Funds and Accounts established by or pursuant to this Resolution or any Series Resolution, which shall at all reasonable times be subject to the inspection of the Authority or of the Bondholders (or beneficial owners if their names and addresses have been filed with the Trustee for such purposes) of an aggregate of not less than 5% in principal amount of Bonds then Outstanding or their representatives duly authorized in writing. If the Trustee furnishes such books to the Authority and the same (including the balances shown thereon) are not consistent with those reported and maintained by the Authority, the Trustee shall forthwith reconcile or hire an independent accountant of national standing to reconcile the same (any expenses of the Trustee in connection therewith to be reimbursed as provided in Section 11.07 hereof), and until so reconciled, such books maintained by the Authority shall be deemed complete and accurate.

Upon request by the Authority, the Trustee shall forward to the Authority, on the Business Day following any transaction in connection with a Fund or Account, a statement of such transactions in reasonable detail and form. After the first day, and on or before the tenth day, of each month, the Trustee shall use its best efforts to forward to the Authority a statement of account for transactions during the preceding month and balances as of the last day of such month in reasonable detail and form. The information required to be supplied to the Authority pursuant to this subsection may, upon the agreement of the Authority and the Trustee, be supplied to the Authority in such other manner as shall be satisfactory to the Authority.

Annually, within one hundred fifty (150) days after the close of each Fiscal Year, the Authority shall cause a report of audit of its financial records and an Accountant's Certificate with respect thereto to be made. The report shall show (i) revenues and expenses for the Fiscal Year and (ii) assets, liabilities and fund balances at the end of the Fiscal Year, including all Funds and Accounts established by this Resolution (which may be consolidated). Notwithstanding any other provision of this Resolution, for purposes of such report, revenues and expenses shall be accrued, and assets shall be valued in such manner as is deemed by the Authority and the Authority's accountant to be necessary to present fairly the results of operations for the Fiscal Year and the financial position of such Funds and Accounts at the end of the Fiscal Year in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding Fiscal Year.

A copy of each audit report and Accountant's Certificate shall be mailed promptly by the Authority to each Rating Agency and to each Bondholder or beneficial owner if their name and address have been filed with the Trustee for such purpose.

The Trustee shall promptly notify the Authority of any fact or circumstance of which a responsible officer in the corporate trust department has actual knowledge which could adversely affect the Trustee's ability to provide for timely payment of the principal of, premium, if any, or interest on the Bonds or any material defaults or failures of which the Trustee, after reasonable diligence, has knowledge, to comply with the provisions of this Resolution.

Section 6.06. Compliance With Conditions Precedent. Upon the date of execution and delivery of a Series of Bonds, all conditions, acts and things required by law or by this Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, and such Bonds, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by law.

Section 6.07. Further Assurance. At any and all times, the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning or confirming all and singular the rights, Funds and Accounts pledged, assigned and established pursuant to this Resolution, including the moneys, securities and Permitted Investments hereby pledged or assigned, or assigned in trust, or intended so to be, or which the Authority may hereafter become bound to pledge or assign in trust.

Section 6.08. Powers as to Bonds and Pledge; Release of Pledge. The Authority is duly authorized, pursuant to law, to authorize and issue Bonds, to enter into this Resolution and to pledge the Funds and Accounts established by this Resolution, including the money, Permitted Investments and securities therein purported to be pledged, in the manner and to the extent provided in this Resolution, and to assign, transfer and set over unto the Trustee in trust the moneys held in such Funds or the Accounts thereof or any securities or Permitted Investments purchased with amounts therein, purported to be so assigned in trust by this Resolution, in the manner and to the extent provided in this Resolution and in any Series Resolution. The moneys, securities, Funds and Accounts so pledged and so held in trust are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment in trust created by this Resolution, and all corporate action on the part of the Authority to that end has been duly and validly taken. Each Series of Bonds and the provisions of this Resolution are and will be the valid and legally enforceable special obligations of the Authority in accordance with their terms and the terms of this Resolution and the related Series Resolution, payable from and secured by a pledge of the Trust Estate. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the money, securities, Funds and Accounts so pledged under this Resolution and all the rights of the Bondholders under this Resolution, against all claims and demands of all persons whomsoever. Provided, however, that the Authority may sell, transfer, assign, endorse, dispose of or otherwise release from the pledge of this Resolution a Loan or Mortgage-Backed Security (i) to realize the benefit of any insurance or guaranty with respect to such Loan or Mortgage-Backed Security or any covenant of a lender to repurchase the same, (ii) upon payment in full of such Loan or Mortgage-Backed Security, (iii) to provide funds for the redemption or purchase of a like principal amount of Bonds so long as the same will not adversely affect the Rating on the Bonds, or (iv) to preserve the exemption from federal income taxation of interest on any Bonds pursuant to the Code.

ARTICLE VII

DISCHARGE OF LIEN

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

Any Bond shall be deemed to be paid within the meaning of this Article and for all purposes of this Resolution and any Series Resolution when payment of the principal amount of and premium, if any, on such Bond, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided herein), either (a) shall have been

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

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

(i) stating the date when the principal amount (and premium, if any) of each such Bond is to be paid, whether at maturity or on a Redemption Date;

(ii) to call for redemption pursuant to this Resolution (and at such times as notice thereof may be given in accordance with this Resolution) any Bonds to be redeemed prior to maturity pursuant to (b) hereof; and

(iii) to mail, as soon as practicable, in the manner prescribed by Section 4.05 hereof, a notice to the Holders of such Bonds and to each Rating Agency stating that the deposit required by (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or Redemption Date upon which moneys are to be available for the payment of the principal amount or Redemption Price, if applicable, on said Bonds as specified in (i) hereof and, if a maturity date is stated, whether or not such Bonds continue to be subject to redemption.

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

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys or Federal Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular Bonds (including interest and premium thereof, if any) with respect to which such moneys and Federal Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Federal Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Holder of each Bond affected thereby.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Events of Default. Each of the following shall constitute an event of default under this Resolution and is herein called an “Event of Default”:

(a) Interest on any of the Bonds is not paid by the Authority when due and such nonpayment continues for a period of fifteen (15) days, or the principal of any Bonds is not paid by the Authority at maturity or the Redemption Price of any Bond is not paid by the Authority at a Redemption Date at which such Bonds have been called for redemption and such nonpayment of principal at maturity or on such Redemption Date continues for a period of fifteen (15) days;

(b) There is a default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Authority in this Resolution, in any Series Resolution or in the Bonds contained, and such default is not remedied within a period of at least sixty (60) days after notice thereof pursuant to Section 8.10 hereof; or

(c) The Authority shall file any petition seeking relief under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State; or the State has materially limited or altered in a negative way the rights of the Authority pursuant to the Act, as in force on the date of this Resolution, to fulfill the terms of any agreements made with the Bondholders or in any way impaired or reduced the rights, remedies or security of Bondholders while any Bonds are Outstanding.

If the Authority determines that an Event of Default has occurred under Section 8.01(b) or (c), the Authority shall promptly notify the Trustee thereof.

Upon the occurrence of an Event of Default as set forth above and of which the Trustee has actual knowledge or has been provided a notice from the Authority regarding an Event of Default, and upon the cure, if any, of any such Event of Default, in either case, the Trustee shall provide written notice thereof to the Authority and the Holders of the Bonds then Outstanding (and each beneficial owner who has filed a written notice with the Trustee requesting the same) within fifteen (15) days of receiving such notice or learning of the Event of Default or the occurrence of such Event of Default.

Section 8.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may, and if requested so to do by the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Sections 11.03, 11.05 and 11.07 hereof, and being advised by counsel, shall be obligated to, pursue any available remedy

in the interests of the Bondholders under the Act, at law or in equity, to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, including, without limitation, the following:

(a) The Trustee may, and if so directed shall, declare the principal amount of all Bonds Outstanding and the interest accrued thereon to be immediately due and payable, whereupon such principal amount and interest shall, thereupon become immediately due and payable, if an Event of Default pursuant to Section 8.01(a) has occurred;

(b) The books of record and account of the Authority and all records relating to the Bonds shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys;

(c) The Authority, whenever the Trustee shall demand, will account as if it were the trustee of an express trust for all money, securities and Funds and Accounts pledged or held under this Resolution for such period as shall be stated in such demand;

(d) The Trustee may, and if so directed shall, by mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the Authority to receive and collect Pledged Receipts adequate to carry out the covenants and agreements as to, and pledge of, such Pledged Receipts, and to require the Authority to carry out any other covenant or agreement with Bondholders and to perform its duties under the Act;

(e) The Trustee may, and if so directed shall, bring suit upon the Bonds; and

(f) The Trustee may, and if so directed shall, by action or suit in equity, require the Authority to account as if it were the trustee of an express trust for Bondholders;

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

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall 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 hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 8.03. Right of Bondholders To Direct Proceedings. Anything in this Resolution to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings

to be taken in connection with the enforcement of the terms and conditions of this Resolution, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

Section 8.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Resolution, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall (in the case of a default described in Section 8.01(a) hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee and of any related expenses necessary to maintain the security for the Bonds) be deposited in the Revenue Fund and all moneys in the Revenue Fund (other than moneys held for redemption of Bonds duly called for redemption) shall be applied as follows:

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

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

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

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

payment to other persons entitled to payment hereunder or under the applicable Series Resolution.

(b) If the principal amount of all the Bonds shall have become or shall have been declared due, all such moneys shall be applied to the payment of the principal amount and interest then due and unpaid upon the Bonds, without preference or priority of principal amount over interest or of interest over principal amount, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amount and interest, to the persons entitled thereto without any discrimination or privilege.

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

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

Whenever all principal amounts of and interest on all Bonds have been paid under the provisions of this Section, or any and all defaults with respect thereto have been cured, and all fees, expenses and charges of the Trustee and any Paying Agent have been paid, any balance remaining in the Revenue Fund shall be applied in accordance with the provisions of this Resolution and as directed by the Authority.

Section 8.06. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Holder of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Holders of the Outstanding Bonds.

Section 8.07. Rights and Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other

remedy hereunder, unless (1) a default has occurred of which the Trustee has been notified as provided in Section 8.01 or 11.03 hereof, or of which by said Section 11.03 it is deemed to have notice, (2) such default shall have become an Event of Default and the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding or, if such Event of Default is an Event of Default described in clause (a) of Section 8.01 hereof, by the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding of the Series with respect to which such Event of Default has happened, shall have given written notice to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, (3) such Bondholders have offered to the Trustee indemnity as provided in Article XI hereof and (4) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Resolution, and to any action or cause of action for the enforcement of this Resolution, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Resolution by his action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Holders of all Bonds then Outstanding, subject to the provisions of this Resolution. However, nothing contained in this Resolution shall affect or impair the right of any Holder to enforce the payment of the principal of and interest on any Bond it owns at and after the maturity or upon the redemption thereof, or the obligation of the Authority to pay the principal of and interest on any such Bond issued hereunder to the Holder thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 8.08. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored, subject to any final determination in such proceeding, to their former positions and rights hereunder, respectively, with regard to the property herein subject to this Resolution, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Holders of (a) more than 66.67% in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal amount or interest, or both, exists or (b) more than 50% in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal amount of any Outstanding Bonds at the date of maturity or sinking fund Redemption Date specified therein or (ii) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal amount when due, as the case may be, with interest on overdue principal at the rate borne by the Bonds, and all fees and expenses of the Trustee in connection with such

default shall have been paid or provided for. In case of any such waiver or rescission, the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 8.10. Notice of Defaults Under Section 8.01(b); Opportunity of the Authority To Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 8.01(b) hereof shall constitute an Event of Default until actual notice of such default by first class mail (postage prepaid) shall be given to the Authority by the Trustee or by the Holders of not less than 50% in aggregate principal amount of all Bonds Outstanding and the Authority shall have had 60 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within the applicable period and diligently pursued until the default is corrected.

ARTICLE IX

SERIES RESOLUTIONS AND SUPPLEMENTAL RESOLUTIONS

Section 9.01. Series Resolutions and Supplemental Resolutions Effective Upon Filing. For any one or more of the following purposes and at any time or from time to time, a Series Resolution or a Supplemental Resolution may be adopted, which Resolution, upon filing with the Trustee of a copy thereof certified by an Authorized Officer, shall be fully effective in accordance with its terms:

(a) to close this Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Resolution on, the delivery of Bonds;

(b) to authorize Bonds of a Series or subseries and, in connection therewith, specify and determine the matters and things referred to in Section 2.02, and also any other matters and things relative to such Bonds or any Qualified Hedge Agreement which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend, modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds;

(c) (i) to add to the covenants or agreements of the Authority in this Resolution or any Qualified Hedge Agreement other covenants or agreements to be observed by the Authority which are not contrary to or inconsistent with this Resolution as theretofore in effect or (ii) to make any change (other than a change requiring the consent of the Holders of all Outstanding Bonds pursuant to Section 9.03 hereof) which, in the opinion of the Trustee is not materially adverse to the security of the Bondholders (in providing its opinion, the Trustee may conclusively rely upon written notification from each Rating Agency that such change will not adversely affect the Rating on the Bonds);

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

(e) to surrender any right, power or privilege reserved to or conferred upon the Authority by this Resolution;

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

(g) to modify any of the provisions of this Resolution in any respect whatever, provided that (i) such modifications shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Series Resolution shall cease to be Outstanding and such Series Resolution or Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series delivered after the date of the adoption of such Series Resolution or Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof, or (ii) such modifications shall apply only to Bonds that are subject to mandatory tender and shall take effect on the date on which such Bonds are subject to mandatory tender and are remarketed to new Bondholders;

(h) to amend in any manner for a reserve requirement for the payment of hedge payments on a Hedge Agreement relating to that Series of Bonds (and the priority of their payment in this Resolution), or the extent to which hedge payments with respect to that Series of Bonds are to be treated as Revenues;

(i) to maintain a Rating of the Bonds by a Rating Agency;

(j) to facilitate the provision of credit enhancement, liquidity facility or Hedge Agreement;

(k) to establish additional funds, accounts or subaccounts necessary or useful or to amend any provision relating to a Fund, Account or subaccount; and

(l) to make any amendment with Rating confirmation from each Rating Agency then maintaining an underlying Rating (without taking into account the effect of any credit enhancement or liquidity facility) on the Bonds, that such amendment will not, in and of itself, result in such underlying Rating (without taking into account the effect of any credit enhancement) on the Bonds following such amendment being lower than such Rating on the Bonds immediately prior to such amendment.

Section 9.02. Supplemental Resolutions Effective Upon Consent of Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution, amending or supplementing this Resolution, may be approved and entered into by the Authority, which, upon (i) filing with the Trustee of a copy thereof certified by an Authorized Officer and (ii) filing with the Trustee and the Authority of an instrument in writing made by the

Trustee consenting to such Supplemental Resolution, shall be fully effective in accordance with its terms:

- (a) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or
- (b) to insert such provisions clarifying matters or questions arising under this Resolution as are necessary or desirable and are not contrary to or inconsistent with this Resolution as theretofore in effect.

Any such Supplemental Resolution may also contain one or more of the purposes specified in Section 9.01, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Resolution as shall contain one or more of the purposes set forth in this Section 9.02.

Section 9.03. Supplemental Resolutions Requiring Consent of Bondholders.

Exclusive of Supplemental Resolutions covered by Sections 9.01 and 9.02 hereof and subject to the terms and provisions contained in this Section, and not otherwise, (a) the Holders of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding at the time such consent is given and (b) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, the Holders of not less than two-thirds in aggregate principal amount of the Bonds of the particular Series Outstanding affected at the time such consent is given shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Resolutions supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution or Series Resolutions; provided, however, that, except as set forth in Section 9.04 hereof, nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Holders of all Outstanding Bonds, (i) an extension of the maturity or mandatory sinking fund Redemption Date of the principal of or the time for payment of the interest on any Bond issued hereunder, provided that a Bondholder may agree to the same with respect to Bonds owned by such Bondholder, (ii) a reduction in the principal amount of any Bond or the rate of interest (except as otherwise provided in a Series Resolution), or sinking fund redemption requirements, thereon, provided that a Bondholder may agree to the same with respect to Bonds owned by such Bondholder, (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, or (v) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

For the purposes of this Section, Bonds of any particular Series shall be deemed to be affected by a modification or amendment of this Resolution if the same adversely affects or diminishes the rights of the Holders of Bonds of such Series. The Trustee, relying upon a Counsel's Opinion, may determine whether or not, in accordance with the foregoing powers of amendment, Bonds of any particular Series or maturity would be affected by a modification or

amendment of the Resolution, and any such determination shall be binding and conclusive on the Authority and all holders of Bonds.

Section 9.04. Modifications by Unanimous Consent. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and provisions of this Resolution, and the rights and obligations of the Authority and the Bondholders, in any particular way, may be modified or amended in any respect upon the execution by the Authority and filing in accordance with the provisions of this Article of a Supplemental Resolution or a Series Resolution of the Authority making such modification or amendment and the consent to such Series Resolution or Supplemental Resolution of the Holders of all of the Bonds then Outstanding, such consent to be given and proved as provided in Section 9.05, except that no notice to Bondholders, either by mailing or publication, shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the Trustee's written assent thereto.

In addition, the Authority may enter into an agreement with any Bondholder restricting one or more rights of such Bondholder, including those specified in Section 9.03(i) or (ii) hereof, provided that such agreement shall affect only such Bondholder (or assigns) and such agreement shall not grant such Bondholder any rights or privileges not afforded other Bondholders.

Section 9.05. Consent of Bondholder. The Authority may at any time execute and deliver to the Trustee a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 9.03 or 9.04, to take effect when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Authority), together with a request to the Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Authority to the Bondholders. Such Supplemental Resolution shall not be effective unless and until, and shall take effect in accordance with its terms when, (a) there shall have been filed with the Trustee (i) the written consent of the Holders of the percentage of Outstanding Bonds specified in Section 9.03 or 9.04, as the case may be, provided that if a Bondholder has not responded to the request to consent within 60 days of the mailing thereof, such Bondholder shall be deemed to have consented, and (ii) a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted by the Authority in accordance with the provisions of this Resolution, is authorized or permitted by the provisions of this Resolution, and, when effective, will be valid and binding upon the Authority and enforceable in accordance with its terms and (b) a notice shall have been given as hereinafter provided in this Section. Each such consent shall be effective only if executed by Bondholder as of the date such consent is given.

In connection with this Section, any such consent shall be binding upon the Holder of the Bonds giving such consent and upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), but, notwithstanding the provisions of Section 12.01, such consent may be revoked in writing by the filing with the Trustee, not later than the time when the written statement of the Trustee hereinafter in this Section provided for is filed. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with the Trustee.

The Authority may establish a Record Date for purposes of the solicitation of consents from the Bondholders and shall give the Trustee notice thereof.

At any time after the Holders of the required percentage of Bonds shall have filed their consents to such Supplemental Resolution, the Trustee shall make and file with the Authority a written statement that the Holders of such required percentage of Bonds have filed and given such consents and that proof of the holding of such Bonds has been examined and found sufficient by the Trustee. Such written statement shall be conclusive that such consents have been so filed and have been given. At any time thereafter notice, stating in substance that such Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentage of Bonds and will be effective as provided in this Section, shall be mailed to Bondholders. The Authority shall file with the Trustee proof of the mailing thereof. A record, consisting of the papers required or permitted by this Section to be made by or filed with the Trustee, shall be proof of the matters therein stated.

Section 9.06. Authorization to Trustee. The Trustee is authorized to accept and execute any Supplemental Resolution or Series Resolution of the Authority referred to and permitted or authorized by Section 9.01, 9.02, 9.03, 9.04 or 9.05, upon satisfaction of any requirements with respect thereto, to consent to such Resolution as provided in such Section and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on a Counsel's Opinion that such Supplemental Resolution or Series Resolution is authorized or permitted by the provisions of this Resolution or contains no provisions which are contrary to or inconsistent with this Resolution as theretofore in effect. The Trustee shall not be obligated to enter into any supplement or amendment that imposes additional obligations on the Trustee or adversely affects the Trustee's rights, duties or immunities hereunder.

Section 9.07. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall be excluded and shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action under this Article, the Authority shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 9.08. Notation on Bonds. Bonds delivered after the effective date of any action taken as in this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action may be prepared and delivered, and upon demand of the Holder of any Bond then Outstanding may be exchanged, without cost to such Bondholder, for Bonds of the same designation, maturity and interest rate then Outstanding, upon surrender of such Bonds. Every Holder of any Outstanding Bond shall, however, by his purchase and retention of such Bond, be deemed to consent to be bound by every modification and amendment of this Resolution adopted in accordance with the provisions of this Article, whether or not noted or endorsed on or incorporated in such Bond.

Section 9.09. Copies of Supplemental Resolutions or Series Resolutions. The Authority shall forward a copy of any Supplemental Resolution (in substantially final form) to each Rating Agency.

ARTICLE X

DEPOSITARIES OF MONEYS AND INVESTMENT OF FUNDS

Section 10.01. Depositaries. All moneys held by the Trustee under the provisions of this Resolution shall be deposited with the Trustee or one or more Fiduciaries in trust for the Trustee. All moneys deposited under the provisions of this Resolution with the Trustee or any Fiduciary shall be held in trust and applied only in accordance with the provisions of this Resolution and any related Series Resolution, and each of the Funds and Accounts established by this Resolution shall be a trust fund for the purposes thereof. The Trustee and the Authority shall not permit the deposit of any moneys with any Fiduciary in an amount exceeding the amount insured by the FDIC, unless secured by Permitted Investments.

Section 10.02. Investment of Funds and Accounts Held by Trustee. Except as otherwise provided in this Resolution, the Authority may direct the Trustee to, and in the absence of direction the Trustee shall, invest moneys in the Funds and Accounts held by the Trustee in Permitted Investments, the maturity or Redemption Date at the option of the Bondholder of which shall not exceed the date or dates on which moneys in said Fund or Account for which the investments were made are expected to be required for the purposes provided in this Resolution and any related Series Resolution. In the absence of written investment direction from the Authority, which may be standing investment directions, moneys in the Funds and Accounts held by the Trustee will be invested in any investments which qualify as a Permitted Investment pursuant to (i), (ii) or (v) thereof. The Trustee agrees to take such actions, including but not limited to, the giving of timely notices for payment, as are required pursuant to the terms of any Permitted Investment or any guarantee related thereto.

Permitted Investments purchased as an investment of moneys in any Fund or Account held by the Trustee under the provisions of this Resolution shall be deemed at all times to be a part of such Fund or Account (and of each Series subaccount thereof). Moneys in separate Funds and Accounts may be commingled for the purpose of investment or deposit, subject to instructions from an Authorized Officer, to the extent possible in conformity with the provisions of this Section.

In computing the amount in any Fund or Account held by the Trustee under the provisions of this Resolution, Permitted Investments purchased by the Trustee or transferred by the Authority to the Trustee as an investment of moneys therein shall be valued at the Amortized Value, plus the amount of accrued interest, except that securities covered by repurchase agreements shall be valued at market price. Where market prices for Permitted Investments held by the Trustee are not readily available, the Trustee may determine the market price for such Permitted Investments in such manner as it deems reasonable.

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

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

Investments authorized to be made by the Trustee pursuant to this Article X may be made by the Trustee through its own bond or investment departments or any affiliates or subsidiaries wholly owned by the entity which wholly owns the Trustee. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Authority may receive brokerage confirmations at no additional cost at its written request.

ARTICLE XI

THE FIDUCIARIES

Section 11.01. Trustee and Depositaries; Appointment and Acceptance.

(a) The Authority shall appoint, as the Trustee hereunder, a bank, trust company or national banking association having trust powers, authorized by law to act as Trustee hereunder and having either (i) a combined capital and surplus of not less than \$100,000,000 or (ii) \$750,000,000 of assets under trust, and has delivered to the Trustee a copy of this Resolution, certified by an Authorized Officer. The Trustee shall be and is hereby vested with all the property, rights, powers, immunities and duties granted, pledged and assigned to it by this Resolution, in trust for the Bondholders.

(b) The Authority may appoint Fiduciaries as Depositaries of money held under the provisions of this Resolution. Each Fiduciary shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Authority and the Trustee written acceptance thereof. The Trustee may be a Depositary of the Authority.

Section 11.02. Paying Agents. The Authority hereby appoints the Trustee as the Paying Agent for the Bonds and may, at any time or from time to time by a Series Resolution, appoint one or more other Paying Agents for such Bonds. Each Paying Agent shall be a bank, trust company

or national banking association, having trust powers and having a capital and surplus aggregating at least \$75,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Each Paying Agent, other than the Trustee, shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Authority and the Trustee a written acceptance thereof.

Section 11.03. Responsibilities of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority, and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Resolution or any Bonds issued hereunder or in respect of the security afforded by this Resolution, and no Fiduciary shall incur any responsibility in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Authority or others in accordance with this Resolution, except the Trustee to the extent such proceeds are paid to the Trustee in its capacity as Trustee. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability, to institute or defend any action or suit in respect of this Resolution or Bonds, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied duties shall be read into this Resolution against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Resolution, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through agents, receivers or employees and shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may but need not be the attorney or attorneys for the Authority) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

Unless a responsible officer of the corporate trust department of the Trustee shall have actual knowledge thereof, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except defaults under Section 8.01(a) hereof unless the Trustee shall be specifically notified in writing of such default by the Authority or a court of law or by any

Bondholder. All notices or other instruments required by this Resolution to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

The permissive right of the Trustee to do things enumerated in this Resolution shall not, unless otherwise provided herein, be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Authority pertaining to the receipts under the Bonds, and to duplicate such memoranda in regard thereto as may be desired.

Notwithstanding anything elsewhere in this Resolution contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Resolution, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Resolution arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic or pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with its business interruption policy and procedures to resume performance as soon as reasonably practicable under the circumstances.

The Trustee shall not be required to risk, advance or expend its own funds or otherwise incur any financial liability in performing its duties or in the exercise of any rights or powers hereunder. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

Section 11.04. Funds Held in Trust. All money held by any Fiduciary, as such, at any time pursuant to the terms of this Resolution shall be and is hereby assigned, transferred and set over unto such Fiduciary in trust for the purposes and under the terms and conditions of this Resolution.

Section 11.05. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of

Counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer stating the same, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution, but in its discretion the Fiduciary may, in lieu thereof, accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by or on behalf of the Authority to any Fiduciary shall be sufficiently executed if executed by an Authorized Officer. In the administration of the trusts of this Resolution, the Trustee may execute any of the trusts or powers hereby granted directly or through its agents, receivers or attorneys, and the Trustee may consult with counsel (who may be counsel for the Authority) and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or permitted by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 11.06. Preservation and Inspection of Documents. All reports, certificates, statements and other documents received by any Fiduciary under the provisions of this Resolution shall be retained in its possession and shall be available at all reasonable times for inspection by the Authority, any other Fiduciary or any Bondholder, and their agents and their representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents relating to any Series of Bonds (but only such reports, certificates, statements or other documents relating only to such Series of Bonds) may, at the election of such Fiduciary, be destroyed or otherwise disposed of at any time ten (10) years after such date as the Bonds of such Series have been paid in full.

Section 11.07. Compensation and Expenses. Each Fiduciary shall be entitled to, from time to time, reasonable compensation for services rendered by it hereunder and also reimbursement for all its reasonable expenses, charges, legal fees and other disbursements and those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties hereunder. Each Fiduciary shall have a lien for its compensation and expenses on any and all funds at any time held by it hereunder in the priority set forth in Section 8.05.

To the extent permitted by law the Authority shall indemnify and save each Fiduciary harmless against any losses, liabilities, damages, costs or expenses (except for ordinary fees and ordinary expenses as covered in this Section 11.07) which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct. The obligations of the Authority under this section shall survive the termination of this Resolution and any resignation or removal of the Trustee.

Section 11.08. Certain Permitted Acts. To the extent permitted by law, any Fiduciary may become the Holder of or may deal in Bonds or transact other bank or trust business with the Authority as fully and with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as Depositary for, and permit any of its officers or

directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds Outstanding.

Section 11.09. Resignation of Fiduciary. A Fiduciary, or any successor thereof, may at any time resign and be discharged of its duties and obligations created by this Resolution by giving not less than 60 days' written notice to the Authority and delivering notice thereof to the Bondholders, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the day specified in such notice, but only if a successor has been appointed to succeed such Fiduciary, unless prior to the date specified in such notice a successor shall have been appointed by the Authority or Bondholders as herein provided, in which event such resignation shall take effect immediately on the appointment of such successor. Notwithstanding the above, the resignation or removal of the Trustee shall not be effective unless a successor Trustee has been appointed and has accepted the duties of the Trustee.

Section 11.10. Removal. A Fiduciary, or any successor thereof, may be removed at any time by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, or by the Authority (if the Authority is not in default hereunder), by, in the case of removal by the Bondholders, an instrument or concurrent instruments in writing signed and duly acknowledged by such Bondholders or by their attorneys duly authorized in writing and delivered to the Authority and by, in the case of removal by the Authority, notice thereof to the Trustee. Copies of each such instrument shall be delivered by the Authority to each Fiduciary and any successor thereof. Notwithstanding the above, the resignation or removal of the Trustee shall not be effective unless a successor Trustee has been appointed and has accepted the duties of the Trustee.

Section 11.11. Appointment of Successor Fiduciary. In case at any time a Fiduciary, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent or if a receiver, liquidator or conservator of such Fiduciary or of its property shall be appointed or if any public office or officer shall take charge or control of such Fiduciary or of its property or affairs, a successor may be appointed by the Authority or by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to such successor Fiduciary, notification thereof being given to the Authority, the predecessor Fiduciary and any other Fiduciaries. Pending such appointment, the Authority shall forthwith appoint a Fiduciary to fill such vacancy until a successor Fiduciary shall be appointed by Bondholders as herein authorized. The Authority shall deliver notice to the Bondholders of any such appointment within 20 days after such appointment and shall give notice of such appointment to each Rating Agency. Any successor Fiduciary appointed by the Authority shall, immediately and without further act, be superseded by a Fiduciary appointed by Bondholders. If in a proper case no appointment of a successor Fiduciary shall be made pursuant to the foregoing provisions of this Section within 45 days after the Fiduciary shall have given to the Authority written notice as provided in Section 11.09 or after notice received pursuant to Section 11.10 or after the occurrence of any other event requiring or authorizing such appointment, the Fiduciary

or any other Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Fiduciary. Any Fiduciary appointed under the provisions of this Section shall have the qualifications prescribed for its predecessor in Section 11.01 or Section 11.02.

Section 11.12. Transfer of Rights and Property to Successor Fiduciary. Any successor Fiduciary appointed hereunder shall execute, acknowledge and deliver to its predecessor Fiduciary, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Fiduciary, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if named herein as such Fiduciary, but the Fiduciary ceasing to act shall, nevertheless, on the written request of the Authority or of the Successor Fiduciary, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Fiduciary all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Resolution and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor Fiduciary any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Fiduciary shall promptly notify the other Fiduciaries of its appointment as such Fiduciary.

Section 11.13. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which such Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided MaineHousing shall be given notice thereof and such company shall be a financial institution which is qualified to be a successor to such Fiduciary under Section 11.01 or Section 11.02 and shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 11.14. Adoption of Authentication. In case any of the Bonds shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Resolution or any Series Resolution, as applicable, provided that the certificate of authentication of the Trustee shall have.

Section 11.15. Evidence of Signatures of Bondholders and Ownership of Bonds.

(a) Any request, consent or other instrument which this Resolution or any Supplemental Resolution or Series Resolution, as applicable, may require or permit to be signed and executed by the Bondholders of the applicable Series may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders of the applicable Series in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds of the applicable Series shall be sufficient for any purpose of this Resolution (except as otherwise herein expressly provided) or any Supplemental Resolution or Series Resolution, as applicable, if made in the following manner, but the Trustee may nevertheless in its sole discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Bondholder or such Bondholder's attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company, financial institution or other member of the National Association of Securities Dealers, Inc. satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgements of deeds to be recorded in the state in which such person purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

(c) Any request, consent or vote of the Holder of any Bond shall bind all future Holders of such Bonds in respect of anything done or suffered to be done by the Authority or the Trustee or any Paying Agent in accordance therewith.

Section 11.16. Preservation and Inspection of Documents; Reports.

(a) All notices, account statements and agreements received by the Trustee under the provisions of this Resolution or any Series Resolution relating to each Series of Bonds shall be retained in its possession until ten (10) years after the Bonds of such Series hereunder shall have been paid in full, or such shorter time as shall be agreed to by a written direction of the Authority, and shall be subject at all reasonable times to the inspection of the Authority in either hardcopy or electronic form.

(b) The Trustee shall, on such date or dates as shall be identified in a Series Resolution or otherwise identified by the Authority, file with the Authority such reports containing such information which the Authority may reasonably request and to which the Trustee has access in the ordinary course of its operations, which may include, without limitation:

(i) the amount withdrawn or transferred by it and the amount deposited within or on account of each Fund and Account held by it under the provisions of this Resolution or a Series Resolution, including the amount of investment income on deposit in each Fund and Account;

(ii) the amount on deposit with it at the end of such month to the credit of each Fund and Account;

(iii) a brief description of all Bonds held by it as an investment of moneys in each such Fund and Account; and

(iv) the amount applied to the purchase or redemption of Bonds and a description of the Bonds or portions of Bonds so purchased or redeemed.

Section 11.17. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee may request documentation to verify its formation and existence as a legal entity. The Trustee may also request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Bondholders (other than an assignment of a Bond) may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval, objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Trustee and any Paying Agent with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the registration books of the Authority maintained by the Trustee pursuant to this Resolution.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution, any Supplemental Resolution or Series Resolution or the Bonds is intended or shall be construed to give to any person other than the Authority, the Fiduciaries and the Bondholders, any legal or equitable right, remedy or claim under or in respect to this Resolution or any Supplemental Resolution or Series Resolution or any covenants, conditions and provisions herein contained; this Resolution, all Supplemental Resolutions and Series Resolutions and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Authority, the Fiduciaries and the Bondholders as herein provided.

Section 12.03. Notices to Rating Agency. Except as otherwise provided in a Series Resolution, and if the Bonds are then rated by a Rating Agency, the Authority shall furnish to the applicable Rating Agency notice to the Notice Address of the Rating Agency of (i) any optional redemption, defeasance or acceleration of the Bonds, (ii) any Supplemental Resolution, (iii) any material changes to this Resolution, or (iv) the appointment of a successor Trustee. At the request of a Rating Agency, the Authority or the Trustee, as applicable, shall also furnish any information reasonably required by the Rating Agency for the purpose of maintaining the Rating on the Bonds.

Section 12.04. Notice; Electronic Communications. Any notice, direction or other communication given hereunder from the Authority to the Trustee or any Paying Agent or from the Trustee or any Paying Agent to the Authority shall be given to the Notice Address of the recipient, or upon the approval of the Bondholder from the Authority or the Trustee or any Paying Agent to such Bondholder at such address given by the Bondholder in writing to the sender, and may be given by sending it via e-mail or other electronic means in lieu of regular mail, and shall continue in effect for such time as specified therein. In the case of e-mail or other electronic means, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender at the e-mail or other electronic address provided by each party, as updated from time to time. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a Business Day and such delivery was made prior to 4:00 p.m., Eastern Standard Time or Eastern Daylight Savings Time, as may then be in effect, and otherwise on the next Business Day. Any communication sent to Trustee must be in the form of a document that is signed manually or by any form of electronic signature (including but not limited to a digital signature provided by a digital signature provider specified in writing to Trustee by an Authorized Officer of Authority) which communication with an electronic signature shall be considered a written direction.

Section 12.05. Severability. If any provision of this Resolution or any Supplemental Resolution or Series Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein or therein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 12.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on Payments Due on Saturdays, Sundays and Holidays or principal of, or the date fixed for redemption of, any Bond shall not be a Business Day, then payment of interest or principal may be made on the succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 12.07. Applicable Provisions of Law. This Resolution and each Supplemental Resolution and Series Resolution shall be governed by and construed in accordance with the laws of the State regardless of any conflict of interest principles.

Section 12.08. No Recourse on Bonds. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or on this Resolution or any Supplemental Resolution or Series Resolution against any member or officer of the Authority or any person executing the Bonds.

Section 12.09. Maximum Interest Rate. In no event shall the interest rate for the Bonds exceed the maximum rate permitted by applicable law.

Section 12.10. Effective Date. This Resolution shall take effect upon its adoption.

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MAINE STATE HOUSING AUTHORITY
HOUSING INVESTMENT PROGRAM

GENERAL HOUSING INVESTMENT REVENUE BOND RESOLUTION

Adopted ~~April 28~~May 19, 2026

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GENERAL HOUSING INVESTMENT REVENUE BOND RESOLUTION

WHEREAS, pursuant to the Constitution and laws of the State of Maine, particularly the Maine Housing Authorities Act, Title 30-A, Chapter 201 of the Maine Revised Statutes Annotated, as amended and supplemented (the “Act”), the Maine State Housing Authority (the “Authority”) is authorized to carry out the public purposes described in the Act by issuing its special obligation bonds and by entering into any agreements made in connection therewith; and

WHEREAS, to provide a source of funds for its programs authorized by the Act, the Authority has determined to authorize the issuance of its General Housing Investment Revenue Bonds (the “Bonds”) pursuant to this Resolution and one or more Series Resolutions (hereinafter defined) and to secure the Bonds as hereinafter described; and

WHEREAS, all things necessary to make the Bonds, when authenticated by the Trustee and issued as in this Resolution and the related Series Resolutions provided, the valid, binding and legal special obligations of the Authority according to the import thereof, and to constitute this Resolution a valid assignment and pledge of the amounts specifically pledged to the payment of principal of and interest on the Bonds, and the creation, execution and delivery of this Resolution, and the creation, execution and issuance of the Bonds, subject to the terms hereof and of the related Series Resolutions, have in all respects been duly authorized;

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE MAINE STATE HOUSING AUTHORITY AS FOLLOWS:

ARTICLE I

DETERMINATIONS AND DEFINITIONS

Section 1.01. Authority and Purpose. This Resolution is entered into under authority and in accordance with the provisions of the Act, for the purpose of effectuating the public purposes of the Authority as set forth in the Act, and for the purpose of establishing covenants, agreements and procedures to assure that amounts will be sufficient for the repayment of money borrowed for this purpose.

Section 1.02. Contract With Trustee and Bondholders. As provided in the Act and in consideration of the acceptance by the Trustee of the trusts herein created and of the purchase and acceptance of Bonds issued hereunder by any who shall from time to time be Bondholders:

(a) the provisions of this Resolution shall be a contract of the Authority with the Trustee for the benefit of the Bondholders;

(b) the Authority pledges to the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds, and the Sinking Fund Installments for the retirement thereof at the times and in the manner provided in this Resolution and any Series Resolution, and grants a security interest in, all money, Permitted Investments and other assets and income held in and receivable by Funds and Accounts established by or pursuant

to this Resolution and any Series Resolution, all subject to the right of the Authority to direct withdrawals of moneys, Permitted Investments and other assets from said Funds and Accounts and to release the same from the pledge hereby created upon the conditions set forth in this Resolution, which pledge constitutes a first lien on such pledged moneys, Permitted Investments, assets and revenues;

(c) the pledge made and security interests granted herein and the covenants and agreements herein set forth, to be performed by and on behalf of the Authority, shall be for the equal benefit, protection and security of Holders of any and all such Bonds, all of which, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bond over any other Bond, except as expressly provided or permitted herein;

(d) this pledge is valid and binding from the time when made, and the property so pledged and hereafter received by the Authority shall immediately be subject to the lien thereof without any physical delivery or further act, and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the Authority, whether or not such parties have notice thereof, and neither this Resolution nor any other instrument by which such pledge is created need be recorded; and

(e) the Bonds are special obligations of the Authority, and are payable from any of the Authority's revenues, assets or moneys specifically pledged hereby. The Bonds will not constitute a debt of the State of Maine or any political subdivision thereof, and neither said State nor any of its political subdivisions is liable thereon. The Bonds do not constitute an indebtedness within the meaning of any constitutional or statutory debt limitation or restriction. No commissioner, director or employee of the Authority nor any persons executing the Bonds shall be liable personally on the Bonds or subject to any personal liability or accountability by reason of the issuance thereof.

Section 1.03. Definitions. In this Resolution, unless a different meaning clearly appears from the context, the following terms have the following respective meanings:

“Accountant’s Certificate” means an opinion or report signed by any certified public accountant or firm of certified public accountants (who may be the accountant or firm that regularly audits the books and accounts of the Authority) from time to time selected by the Authority.

“Act” means the Maine Housing Authorities Act, Title 30-A, Chapter 201 of the Maine Revised Statutes Annotated, as amended and supplemented from time to time.

“Amortized Value” means for securities purchased at (i) par, the par value; and (ii) a premium above or a discount below par, the value as of any given date obtained by multiplying the total amount of the premium or the discount at which such securities were purchased by a fraction, the numerator of which is the number of days remaining to maturity or Redemption Date on such securities at the time of such purchase and the denominator of which is the number of days

reflected in the numerator plus the number of days having passed from the date of such purchase; and (a) in the case of securities purchased at a premium, by deducting the product thus obtained from the purchase price and (b) in the case of securities purchased at a discount, by adding the product thus obtained to the purchase price, provided that, with respect to securities deposited in any Fund or Account by the Authority for no consideration, such securities shall be treated as purchased by the Trustee at the fair market value as of the date of such deposit.

“Appreciated Amount” means with respect to a Deferred Interest Bond, (i) as of any date of computation with respect to any Deferred Interest Bond up to the date, if any, set forth in the Series Resolution authorizing such Deferred Interest Bond as the date on which such Deferred Interest Bond shall commence to bear interest payable thereafter on applicable Interest Payment Dates, an amount equal to the initial principal amount of such Deferred Interest Bond plus the interest accrued on such Deferred Interest Bond from the date of original issuance of such Deferred Interest Bond to the applicable Interest Payment Date next preceding the date of computation or the date of computation if an applicable Interest Payment Date, such increased amount to accrue at the rate per annum set forth in the Series Resolution authorizing such Deferred Interest Bonds, compounded on each applicable Interest Payment Date, plus, if such date of computation shall not be an applicable Interest Payment Date, a portion of the difference between the Appreciated Amount as of the immediately preceding applicable Interest Payment Date (or the date of original issuance if the date of computation is prior to the first applicable Interest Payment Date succeeding the date of original issuance) and the Appreciated Amount as of the immediately succeeding applicable Interest Payment Date, calculated based upon an assumption that the Appreciated Amount accrues in equal daily amounts on the basis set forth in the Series Resolution authorizing such Deferred Interest Bonds; and (ii) as of any date of computation on and after the date, if any, set forth in the Series Resolution authorizing such Deferred Interest Bond as the date on which such Deferred Interest Bond shall commence to bear interest payable thereafter on applicable Interest Payment Dates, the Appreciated Amount as of such current interest payment commencement date.

For the purposes of (i) actions, requests, notifications, consents or directions of Bondholders under this Resolution and (ii) any required payment upon default or anticipated default pursuant to acceleration of maturity or otherwise as described in Article VIII hereof, the calculation of the Appreciated Amount shall be as of the applicable Interest Payment Dates for such Deferred Interest Bond, as specified in a Series Resolution, preceding such date of calculation (unless such date of calculation shall be an Interest Payment Date, in which case, as of the date of calculation).

“Authority” means the Maine State Housing Authority, a public body corporate and politic and an instrumentality of the State created by the Act, or any body, instrumentality, or other separate entity of the State which shall hereafter succeed to the powers, duties and functions of the Authority.

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

“Bond” or “Bonds” means any Bond or Bonds authorized and issued pursuant to this Resolution and a Series Resolution.

“Bondholder” or “Holder” means the registered owner of any Bond.

“Bondholder Reserve Fund Resolution” means the General Authority Bondholder Reserve Fund Resolution adopted by the Authority on April 30, 1980, as from time to time amended or supplemented.

“Bond Year” means, ~~for a particular Series of Bonds,~~ the period of 12 calendar months ~~(or shorter initial or ending periods), so designated in the corresponding Series Resolution on~~ October 15 of each year.

“Book Entry System” means such system for registering the Bonds of one or more Series set forth in a Series Resolution.

“Business Day” means any day other than a Saturday, Sunday or other day on which the New York Stock Exchange or banks are authorized or obligated by law or executive order to close in New York, New York, or in any city in which is located the designated corporate trust office of the Trustee or such other date as set forth in a Series Resolution.

“Cash Flow Certificate” means a Certificate of an Authorized Officer giving effect to the action proposed to be taken and demonstrating in the current and each succeeding Bond Year in which Bonds of each related Series are scheduled to be Outstanding that amounts then expected to be deposited in the Funds and Accounts in each such year with respect to such Series (and any Series equally secured) will be at least equal to all amounts required by this Resolution to be on deposit in the Funds and Accounts for the payment of the principal and Redemption Price of and interest on the Bonds of each Series and for the funding of the Housing Reserve Fund to the Housing Reserve Requirement. The Cash Flow Certificate shall set forth the assumptions upon which the estimates therein are based, which assumptions shall be based upon the Authority’s reasonable expectations at the time such Certificate is filed. Upon filing a Cash Flow Certificate with the Trustee, the Authority shall thereafter perform its obligations hereunder in accordance, in all material respects, with the assumptions set forth in such Cash Flow Certificate. Except with respect to actions being taken contemporaneously with the delivery of a Cash Flow Certificate, facts reflected in a Cash Flow Certificate may be as of a date or reasonably adjusted to a date not more than 180 days prior to the date of delivery of such Cash Flow Certificate.

“Certificate” means a certificate of an Authorized Officer.

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

“Costs of Issuance” means all items of expense, directly or indirectly payable or reimbursable by or to the Authority and related to the authorization, sale and issuance of Bonds,

including but not limited to printing costs, costs of preparation and reproduction of documents, filing and recording fees, initial fees and charges of the Trustee, Hedge Provider, liquidity provider or Credit Enhancer, legal fees and charges, fees and disbursements of consultants and professionals, costs of credit ratings, fees and charges for preparation, execution, transportation and safekeeping of Bonds, and any other cost, charge or fee in connection with the issuance, remarketing or refunding of Bonds.

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

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

“Credit Enhancer” means any financial institution, including without limitation any insurance company, bank or bond insurer, retained by the Authority to guaranty payment of principal or interest on any Bond.

“Current Interest-Bearing Bonds” means Bonds as to which interest is payable on each Interest Payment Date.

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

“Deferred Interest Bonds” means the Bonds so designated in a Series Resolution but shall not include any such Bond from and after the date, if any, on which such Bond will bear interest that is payable to the Holder of such Bond prior to its scheduled maturity.

“Depository” means any bank or trust company or national banking association selected by the Trustee or the Authority as a depository of moneys or securities held under the provisions of this Resolution and includes the Trustee.

“Event of Default” means the occurrence of any event specified in Section 8.01 hereof.

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

“FDIC” means the Federal Deposit Insurance Corporation or any successor thereto.

“Federal Agency Obligations” means bonds, debentures or other obligations issued by the Federal National Mortgage Association (excluding interest-only securities and stripped mortgage-backed securities valued greater than par), the Federal Home Loan Mortgage Corporation (only senior debt obligations which guarantee timely payment of principal and interest) or the Government National Mortgage Association, and any other obligations of any agency controlled or supervised by and acting as an instrumentality of the United States of America

pursuant to authority granted by the Congress of the United States whose timely payment is directly or indirectly unconditionally guaranteed by the United States of America.

“Federal Obligations” means direct obligations of the United States of America or other obligations the timely payment of principal and interest of which is fully and unconditionally guaranteed by the United States of America.

“Fiduciary” means any bank, trust company, national banking association or federally or state chartered savings and loan association, including the Trustee and its actions hereunder in its role as trustee, having combined capital and surplus of not less than \$75,000,000.

“Fiscal Year” means the period of 12 calendar months commencing on January 1 in any calendar year and ending on December 31 of such year.

“Funds” or “Accounts” means funds or accounts, including subaccounts, established pursuant to this Resolution or any Series Resolution.

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

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

“Housing Reserve Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Housing Reserve Minimum Requirement” means, as of any particular date of calculation, the minimum funding requirement for the Housing Reserve Fund pursuant to 30-A M.R.S.A. § 4906(1).

“Housing Reserve Maximum Requirement” means, as of any particular date of calculation, an amount equal to the greatest amount of Principal and interest maturing and becoming due and payable in the year in which such computation is made or in any succeeding calendar year on Outstanding Bonds.

For any period of time during which a Bond bears interest at a variable interest rate, interest thereon shall mean with respect to each calendar year (i) with respect to such Bond, which is not capped or fixed pursuant to a Hedge Agreement, and/or is for a period or periods of time ending prior to the next immediate Interest Payment Date, the interest rate thereon in effect (pursuant to the Bond) until the next date of change and thereafter for the balance of such calendar year the interest rate since the preceding Interest Payment Date plus an adjustment factor (herein “Adjustment Factor”) of 100 basis points with respect to a federally tax-exempt variable interest

rate Bond, or 200 basis points with respect to a federally taxable variable interest rate Bond or (ii) with respect to a variable interest rate Bond which, for a period of time ending on or after the next immediate Interest Payment Date, is capped by its terms or pursuant to a Hedge Agreement, the lesser of (a) the interest rate by which the variable interest rate is so capped if less than the rate calculated in clause (i) hereof or (b) the interest rate calculated in clause (i) hereof, on the variable interest rate Bond (pursuant to the variable interest rate Bond), or (iii) with respect to a Bond bearing a variable interest rate which, for a period of time ending on or after the next immediate Interest Payment Date is fixed by its terms or pursuant to a Hedge Agreement, the variable interest rate, so fixed, on the Bond, respectively (pursuant to the variable interest rate Bond or a Hedge Agreement applicable thereto); provided, however, that in the event an Authorized Officer determines, as a consequence of a Hedge Agreement or to maintain the Rating on the Bonds, that an Adjustment Factor greater than provided for under clause (i) hereof is required, then such additional Adjustment Factor for interest as an Authorized Officer shall determine is so required as a consequence of a Hedge Agreement or to maintain the Rating on the Bonds shall be utilized in clause (i) hereof.

“Interest Payment Date” means April 15 and October 15 of each calendar years, or any other date or dates upon which interest on Bonds is payable in accordance with their terms and the terms of this Resolution or any Series Resolution, provided that interest on Deferred Interest Bonds shall be payable as a portion of the Appreciated Amount thereof at maturity or earlier redemption as specified in the related Series Certificate.

“Liquidity Agreement” means any agreement entered into by the Authority pursuant to which a bank or other financial institution agrees to purchase, or provide funds to purchase, any Bond which is tendered by the Holder thereof pursuant to the terms of such Bond.

“Loan” means a loan for any purpose for which the Authority is authorized by the Act and pledged hereunder, and shall include loans converted into Mortgage-Backed Securities.

“Mortgage-Backed Security” means any type of investment representing an ownership interest in a Loan or a pool of Loans and pursuant to which interest and principal payments on the Loan or Loans is paid to the owner of such interest.

“Notice Address” means (or such other address designated in writing to the other party hereto):

(a) As to the Authority:

26 Edison Drive
Augusta, Maine 04330-6046
Attention: Treasurer and Chief Counsel
Email: LegalNotices@mainehousing.org

(b) As to the Trustee:

To the address specified in writing to the Authority by the Trustee.

- (c) As to the Rating Agency:

To the address specified in writing by the respective Rating Agency to the Authority and the Trustee.

- (d) As to any Paying Agent other than the Trustee:

To the address specified in writing to the Authority and Trustee by the Paying Agent.

“Original Principal Amount” shall mean the aggregate original amount at which each maturity of the Deferred Interest Bonds of any Series shall initially be offered to the public, as set forth in the Series Resolution.

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

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

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

- (c) Bonds in lieu of which other Bonds have been executed and delivered under Section 3.09 hereof; and

- (d) Bonds otherwise specified in a Series Resolution.

“Paying Agent” means any bank or trust company that is qualified and appointed pursuant to Section 11.02 of this Resolution and a Series Resolution to serve as a paying agency or place of payment for a Series of Bonds, and any successors designated pursuant to this Resolution or a Series Resolution.

“Permitted Investments” means any of the following which at the time are (a) legal investments for Fiduciaries under the laws of the State for moneys held hereunder which are then proposed to be invested therein and (b) permitted by the then effective investment policy of the Authority:

- (i) Federal Obligations;
- (ii) Federal Agency Obligations;

(iii) Direct and general obligations of the State, provided that at the time of purchase such obligations are rated in either of the two highest rating categories by each Rating Agency then rating the Bonds;

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

(v) Government money market funds registered with the Securities and Exchange Commission and with ratings in the highest category of each Rating Agency then rating the Bonds;

(vi) Interest-bearing time or demand deposits, certificates of deposit or other similar banking arrangements with any bank, trust company, national banking association or other savings institution (including any Fiduciary), provided that (i) such deposits, certificates and other arrangements are fully insured by the Federal Deposit Insurance Corporation, the proceeds of which insurance are timely available, and the unsecured long-term debt obligations of the Depository are rated by each Rating Agency at least equal to the Rating on the Series of Bonds, or (ii) such Depository has combined capital and surplus of at least \$75,000,000 and such deposits, certificates and other arrangements are fully secured by obligations described in clause (a) or (b) of this definition, or a combination thereof, at such levels and valuation frequency as shall not adversely affect the Rating Quality of the Bonds;

(vii) Repurchase agreements in respect of any of the investments described in (i) or (ii) of this definition of Permitted Investments, provided that physical delivery of such Permitted Investments is taken either directly or through an authorized custodian of the Authority and provided that such physically delivered Permitted Investments be maintained at levels and valuation frequencies satisfactory to the Authority and sufficient at all times to maintain the Rating Quality of the Bonds;

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

(ix) Investment agreements with a bank, bank holding company, insurance company or other financial institution, or guaranteed by such an entity, whose claims paying ability or senior long-term unsecured debt obligations are rated by each Rating Agency as least equal to the then existing Ratings on the Bonds or whose credit quality is

considered by the Rating Agencies to be “consistent with” the then existing Ratings on the Bonds, but only if such investment agreement will not, at the time such investment agreement is entered into, adversely affect the Rating Quality of the Bonds.

Provided that it is expressly understood that the definition of Permitted Investments shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this Resolution, thus permitting investments with different characteristics from those permitted which an Authorized Officer deems from time to time to be in the interest of the Authority to include as Investments, as reflected in a Certificate or in a Series Resolution, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current Rating on the Bonds by each Rating Agency then rating the Bonds. The Trustee shall be entitled to assume that any investment which at the time of purchase is a Permitted Investment remains a Permitted Investment thereafter, absent actual receipt of written notice or actual knowledge of a responsible officer in the corporate trust department of the Trustee to the contrary. The Trustee shall have no responsibility to monitor the ratings of Permitted Investments after the initial purchase of or investment in such Permitted Investments.

“Prepayment” means any unscheduled payment of the principal of a Loan, monies received as a result of condemnation of any mortgaged premises, monies received securing the Loan in the event of foreclosure of any mortgaged premises securing the Loan or other proceedings in the event of a foreclosure, mortgage insurance monies or debentures, and unless otherwise specified in a Series Resolution or Series Certificate, moneys received from the sale, assignment, endorsement or other disposition of a Loan, but shall not include any good faith substitution by the Authority of a Loan for another Loan.

“Pledged Receipts” means (a) scheduled payments (monthly or otherwise) and any Prepayments on any Loan, or any late charges thereon, made from, or acquired with, proceeds of Bonds or other moneys held in Funds or Accounts under this Resolution, less the amount retained by any servicer of such Loan as compensation for its services, (b) payments made or required to be made to the Authority or the Trustee under the terms of any Hedge Agreement, and (c) any and all payments derived from any collateral pledged to secure a Loan, including without limitation mortgaged property and other sources of payments such as rents, rental or operating assistance or subsidy payments, but shall not include (d) any payments of ground rents, taxes, assessments, mortgage, fire or other hazard insurance premiums called for by any Loan, or any other like payments other than payments described in (a), (b) or (c) hereof.

“Principal” or “principal” means (a) unless otherwise provided herein or in a Series Resolution, as such term references the principal amount of a Deferred Interest Bond or Deferred Interest Bonds, the Appreciated Amount thereof, and (b) as such term references the principal amount of any other Bond or Bonds, the principal amount at maturity of such Bond or Bonds.

“Program Expenses” means all the Authority’s expenses of administering Loans under this Resolution and shall include without limiting the generality of the foregoing: salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus; insurance premiums, legal, accounting, management, consulting and banking services and expenses; the fees and expenses of the Trustee; fees and expenses due to Credit Enhancers or

liquidity providers or Qualified Hedge Institutions or advisors with respect Qualified Hedge Agreements; fees due to the entities providing Permitted Investments with respect to the Funds and Accounts or any arrangements or agreements with respect thereto; Costs of Issuance not paid from proceeds of Bonds; rebate payments to the United States of America as required by Section 6.04 hereof; and any other expenses required or permitted to be paid by the Authority under the provisions of this Resolution and any Series Resolution all to the extent properly allocable to the Loans hereunder.

“Program Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Qualified Hedge Agreement” means a Hedge Agreement which meets the tests of Section 5.08.

“Qualified Hedge Institution” means (A) a bank, a trust company, a national banking association, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a domestic branch or agency of a foreign bank which branch or agency is duly licensed or authorized to do business under the laws of any state or territory of the United States of America, a savings bank, a savings and loan association, or an insurance company or association chartered or organized under the laws of any state of the United States of America, a corporation, a trust, a partnership, an unincorporated organization, or a government or an agency, instrumentality, program, account, fund, political subdivision or corporation thereof, in each case the unsecured or uncollateralized long-term debt obligations of which, or obligations secured or supported by a letter of credit, contract, agreement or surety bond issued by any such organization, at the time a Qualified Hedge Agreement is entered into by the Authority are rated in any of the three highest rating categories (without regard to modifiers such as “-” or “+”) by each Rating Agency then rating the Bonds, but in no event lower than any Rating on the Bonds at the time of execution of the Qualified Hedge Agreement, or (B) the Government National Mortgage Association or any successor thereto, Fannie Mae or any successor thereto, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other federal agency or instrumentality the obligations of which are backed by the full faith and credit of the United States of America; and further provided that it is expressly understood that the definition of the Qualified Hedge Institution shall be, and be deemed to be, expanded, or new definitions and related provisions shall be added to this Resolution, thus permitting a Qualified Hedge Agreement with a different entity from those permitted which an Authorized Officer deems from time to time to be in the interest of the Authority, as reflected in a Certificate or in a Series Resolution, if at the time of inclusion such inclusion will not, in and of itself, adversely affect the then current Rating on the Bonds by each Rating Agency then rating the Bonds.

“Rating” means, with respect to any Series of Bonds, the then-current rating or ratings assigned by a Rating Agency pursuant to the request of the Authority without regard to the benefit of any bond insurance or other credit enhancement relating to any Bond.

“Rating Agency” means a nationally recognized organization that has a Rating on the Bonds at the request of the Authority.

“Rating Quality” means any investment or obligation which, pursuant to releases of any Rating Agency, will not adversely affect the long term Rating on the Outstanding Bonds.

“Record Date” means any Regular Record Date, Special Record Date or Redemption Record Date.

“Redemption Date” means a date when Bonds are to be paid prior to maturity pursuant to the Series Resolution or Series Certificate specifying such redemption.

“Redemption Price” means, with respect to a particular Bond or a portion thereof to be redeemed, the Principal amount of such Bond or portion thereof to be redeemed, plus the applicable premium, if any, pursuant to the applicable Series Resolution or Series Certificate.

“Redemption Record Date” means the date or dates of ownership of Bonds is determined for redemptions set forth in or established by or pursuant to the Series Resolution authorizing the particular Series of Bonds.

“Refunding Issue” means the Bonds delivered pursuant to Section 2.03 hereof.

“Regular Record Date” means the date or dates of ownership of the Bonds is determined as set forth in or established by or pursuant to the Series Resolution authorizing the particular Series of Bonds.

“Resolution” means this Resolution as it may be amended from time to time by Supplemental Resolutions.

“Revenue Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Revenues” means the Pledged Receipts, unless otherwise provided in a Series Resolution with respect to a Series of Bonds.

“Serial Bonds” means the Bonds which are so designated as Serial Bonds in a Series Resolution or Series Certificate.

“Series” means, unless otherwise specified in a Series Resolution, all of the Bonds authenticated and delivered on original issuance in a simultaneous transaction pursuant to a Series Resolution, and any Bonds thereafter delivered in lieu of or in substitution for such Bonds pursuant to Article III, regardless of variations in maturity, interest rate, Sinking Fund Installments or other provisions.

“Series Certificate” means a Certificate specifying the terms of a Series pursuant to a Series Resolution.

“Series Resolution” means a resolution of the Authority entered into pursuant to Section 9.01(b) hereof specifying the terms of a Series of Bonds, or authorizing the delivery of one or more

Series Certificates which specify the terms of a Series of Bonds and in such case shall include any such Series Certificate.

“Sinking Fund Installment” means any amount of money required by or pursuant to this Resolution, Series Resolution or Series Certificate to be paid on a specified date by the Authority toward the retirement of any particular Bonds of a Series before maturity.

“Special Record Date” means the date described in Section 3.01 hereof.

“State” means the State of Maine.

“Supplemental Resolution” means any supplement to this Resolution entered into pursuant to Article IX hereof amending or supplementing the Resolution.

“Surplus Fund” means the Fund so designated which is established by Section 5.01 hereof.

“Term Bonds” means that portion of a Series of Bonds so designated by the Authority in a Series Resolution as Term Bonds or Series Certificate.

“Trust Estate” means the money, Permitted Investments, assets and income pledged by Section 1.02 hereof, to the Trustee for the payment of the principal of, premium, if any, and interest on the Bonds.

“Trustee” means the trustee that is qualified and appointed pursuant to Section 11.01, its successor or successors and any other corporation or association which may at any time be substituted in its place pursuant to this Resolution.

Section 1.04. Interpretation. The following principles govern the interpretation of other words and phrases used in this Resolution and any Series Resolution:

(a) Articles, sections, paragraphs and clauses mentioned by number only are those so numbered which are contained in this Resolution;

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

(c) Terms such as “herein,” “hereunder,” “hereby,” “hereto” and “hereof” refer to this Resolution, or when used in conjunction with a subsection refer to the Section of which such subsection is a part and not to any particular section hereof unless so indicated, and “heretofore” and “hereafter” mean before and after the date of execution and delivery of this Resolution, respectively;

(d) Words importing the masculine gender include the feminine and neuter genders;

(e) Words importing persons include firms, associations, corporations and any other legal entities;

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

(g) Words importing the singular number include the plural number, and vice versa; and

(h) Except as otherwise specifically provided herein, all references to a particular time shall be to New York City time.

ARTICLE II

ISSUANCE OF BONDS

Section 2.01. Authorization.

(a) To provide sufficient funds to carry out its public purposes and programs as set forth in the Act, Bonds of the Authority, designated as “Maine State Housing Authority General Housing Investment Revenue Bonds,” are hereby authorized to be issued as hereinafter provided.

No Bonds may be issued under the provisions of this Resolution except in accordance with this Article. The Bonds issued hereunder, regardless of the time or times of their issue or maturity, shall be of equal rank without preference, priority or distinction of any Bond over any other Bond, except as expressly provided or permitted herein. There is hereby created, in the manner and to the extent provided herein, a continuing pledge and lien on the Trust Estate to secure the full and final payment of the principal and Redemption Price of and interest on all the Outstanding Bonds, and if so provided in a Series Resolution or related Series Certificate to secure payments under a Qualified Hedge Agreement. The aggregate principal amount of the Bonds which may be executed, authenticated and delivered under this Resolution is not limited except as is or may hereafter be provided in this Resolution, any Series Resolution or as may be limited by law.

The Bonds may, if and when authorized by the Authority pursuant to one or more Series Resolutions, be issued in one or more Series, and the designation thereof, in addition to the name “General Housing Investment Revenue Bonds,” shall include such further appropriate particular designation, added to or incorporated in such title for the Bonds of any particular Series, as the Authority may determine. Each Bond shall bear upon its face the designation so determined for the Series to which it belongs.

(b) The Bonds of each Series shall contain on the face thereof substantially the following statement:

THIS BOND IS A SPECIAL REVENUE OBLIGATION OF THE AUTHORITY, SOLELY SECURED BY AND PAYABLE FROM THE REVENUES, ASSETS OR MONEYS SPECIFICALLY PLEDGED AS SECURITY THEREFOR BY THE AUTHORITY. THE AUTHORITY HAS NO TAXING POWER. THIS BOND DOES NOT CONSTITUTE A DEBT, LIABILITY OR OBLIGATION OF THE STATE OF MAINE OR ANY POLITICAL SUBDIVISION THEREOF OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OF MAINE OR ANY POLITICAL SUBDIVISION THEREOF. NEITHER THE FAITH AND CREDIT NOR THE TAXING POWER OF THE STATE OF MAINE OR ANY POLITICAL SUBDIVISION THEREOF IS PLEDGED TO THE PAYMENT OF THE PRINCIPAL OF, PREMIUM, IF ANY, OR INTEREST ON THIS BOND.

Section 2.02. Conditions Precedent to the Issuance of Bonds.

(a) All (but not less than all) of the Bonds of each Series, except in connection with a Refunding Issue, shall be issued by the Authority under this Resolution, delivered to the Trustee for authentication and, upon authentication by the Trustee, delivered to the Authority or its order, but only upon receipt by the Trustee of:

(i) A Counsel's Opinion, dated the date of delivery thereof, to the effect that: (A) the Authority is a body politic and corporate and an instrumentality of the State, with the powers, among others, to issue the Bonds and to perform its obligations under this Resolution and the applicable Series Resolution; (B) the Bonds are valid special obligations of the Authority, and are payable from solely and only from the revenues, assets or moneys pledged as security therefor pursuant to the Resolution; and (C) the Resolution and the applicable Series Resolution have been validly authorized, executed and delivered, are valid and binding on the Authority, enforceable in accordance with the terms, and create a valid and pledge of and security interest in the moneys pledged hereby and thereby, except that (1) no opinion need be expressed as to the effect upon such enforceability of bankruptcy, insolvency, reorganization, moratorium and other similar laws heretofore or hereafter enacted for the relief of debtors and (2) no opinion need be expressed as to the availability of the remedy of specific performance, mandamus, injunctive relief or any other equitable remedy.

(ii) A Certificate from the Authority directing that the Trustee authenticate and deliver such Bonds and containing instructions as to the delivery of such Bonds and the purchase price therefor.

(iii) A copy of the Series Resolution and Series Certificate authorizing such Bonds, which shall specify:

(A) The authorized principal amount and Series or sub-series designation of such Bonds;

(B) The purpose or purposes for which such Series of Bonds is being issued;

(C) The issue date or dates, the maturity date or dates and amounts of each maturity (or the method of determining the same) and, if interest is to be paid, the Interest Payment Dates and the first Interest Payment Date of the Bonds of such Series;

(D) The interest rate or rates (if any) or the maximum interest rate of the Bonds of such Series, or the manner of determining such rate or rates;

(E) The portions, if any, of the Series of Bonds that are Term Bonds, that are Serial Bonds or that are otherwise designated by a specific name or term;

(F) The amount and due date of each Sinking Fund Installment, if any, or the method of determining the same, for the Term Bonds or other Bonds subject to a Sinking Fund Installment;

(G) The denominations of, and the manner of dating, numbering and lettering, the Bonds of such Series, the forms of the Bonds and the Record Date or Dates and Redemption Record Dates for such Series of Bonds;

(H) If not already determined pursuant hereto, the Paying Agent or Paying Agents, Depositories, market agents, auction agents, securities depository, if any, and the place or places of payment of the principal and Redemption Price, if any, of the Bonds of such Series;

(I) The Redemption Price or prices, if any, and, subject to Article IV hereof, the redemption terms (including the time or times and the terms and conditions upon which the Bonds of such Series may be redeemed prior to their maturities, including, without limitation, the method of selection for redemption as among maturities and Series), if any, for the Bonds of such Series;

(J) The use of the proceeds of the Bonds of such series, including the amounts (if any) to be deposited in any Fund or Account from the proceeds of the Bonds of such Series or otherwise;

(K) The amount, if any, necessary for deposit in the Housing Reserve Fund in order that amounts therein equal or exceed the Housing Reserve Minimum Requirement and Housing Reserve Maximum Requirement;

(L) Whether Bonds of such Series are to be secured by credit enhancement and, if so, the form of credit enhancement to be obtained, the identity of the Credit Enhancer and the substantial form of the significant documents relating to the credit enhancement;

(M) Whether Bonds of such Series are to contain any tender or put options or the like and, if so, whether and to what extent such tender or put option will have the benefit of a liquidity facility and any alternative liquidity facility and whether such Bonds are to be remarketed following or in connection with such tender or put and, if so, the identity of any remarketing agent and the substantial form of any remarketing agreement relating to such Bonds;

(N) Whether interest on the Bonds of such Series is intended to be excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code or any successor statute thereto;

(O) Such additional matters as may be necessary or appropriate to cause interest on the Bonds of the Series to be issued pursuant to such Series Resolution to be excludable from gross income for federal income tax purposes pursuant to Section 103(a) of the Code if it is intended that interest on the Bonds be so exempt and to prevent the issuance of such Series from adversely affecting the federal income tax treatment of any Outstanding Bonds and the interest thereon intended to be so exempt; and

(P) Any other provisions deemed advisable by the Authority and not in conflict with the provisions of this Resolution or the Act.

(iv) A Certificate from the Authority stating that the Authority is not in default in the performance of any of the covenants, conditions, agreements or provisions contained in this Resolution or in any Series Resolution that will not be cured upon the issuance of such Series of Bonds.

(v) Except with respect to the first Series of Bonds to be issued hereunder, written verification from each Rating Agency that the issuance of such Series of Bonds will not, in and of itself, adversely affect the Rating Quality of any Outstanding Bonds of any prior Series of Bonds.

(vi) A Cash Flow Certificate.

(vii) If such Series of Bonds is to have the benefit of a liquidity facility or be secured by credit enhancement, the executed liquidity facility or credit enhancement or evidence that all conditions precedent to the issuance of such liquidity facility or credit enhancement have been met as of the date of issuance of such Series of Bonds.

(viii) A Certificate from the Authority with respect to the Bondholder Reserve Fund Resolution specified in Section 5.09 hereof.

(ix) If the Authority will enter into a Qualified Hedge Agreement with respect to such Series of Bonds, the conditions of Section 5.08 hereof have been satisfied.

~~(viii)~~(x) Such further documents and moneys as are required by the provisions of Article IX or any Series Resolution adopted pursuant to Article IX.

(b) All the Bonds of each Series shall be in fully registered form, and to the extent so provided herein and in the Series Resolution, may be issued in book-entry form only. After the original issuance of Bonds of any Series, no Bonds of such Series shall be issued except in exchange or transfer for other Bonds of such Series pursuant to Article III.

Section 2.03. Provisions for Refunding Issue.

(a) Bonds of one or more Series may be issued and delivered, subject to the provisions and limitations of this Section, for the purpose of refunding any Bonds then Outstanding. The Series Resolution authorizing each such Series of Bonds of a Refunding Issue shall set forth that the purposes for which such Series of Bonds is issued are the payment or redemption of any part or all of the Bonds of any one or more Series then Outstanding, and, if the expenses of such issuance and payment or redemption are not otherwise provided for, the payment of the expenses of such issuance and redemption, and shall contain a description of the Bonds so to be redeemed.

(b) The Bonds of the Series of a Refunding Issue may be delivered by the Authority only if:

(i) There shall thereupon be deposited with the Trustee either:

(A) moneys in an amount sufficient to effect payment at the applicable maturity or Redemption Price of the Bonds to be refunded, together with accrued interest on such Bonds to the maturity or Redemption Date, which moneys shall be held by the Trustee in a separate account irrevocably in trust for the Holders of Outstanding Bonds being refunded; or

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

(ii) The Authority shall have given irrevocable instructions to the Trustee, satisfactory to it, to give due notice of redemption of all the Bonds so to be redeemed on a Redemption Date specified in such instructions and to give notice in the manner provided in Section 4.05 that the moneys payable upon such redemption will be available on said Redemption Date for payment to the Bondholders entitled thereto;

(iii) The Trustee shall furnish to the Authority at the time of delivery of the Series of Bonds of the Refunding Issue a certificate or other evidence satisfactory to the Trustee stating that it holds or there is being held in trust the Permitted Investments and/or moneys required to effect such redemption, which statement may be based on a verification report upon which the Trustee may conclusively rely; and

(iv) The requirements set forth in Section 2.02 hereof have been satisfied.

Section 2.04. Other Obligations. So long as any Bonds are Outstanding, the Authority hereby covenants that it will not create or permit the creation of or issue any obligations or create any additional indebtedness (other than additional Series of Bonds, or a Qualified Hedge Agreement pursuant to Section 2.01(a) hereof) which will be secured by a superior or equal charge or superior or equal lien on the amounts pledged hereunder or will be payable, on an equal or superior basis, from any of the Funds or Accounts established and created by or pursuant to this Resolution. The Authority may, however, issue evidences of indebtedness (including general obligations of the Authority) not issued and secured under this Resolution, or subordinate to the charge or lien on the amounts or assets pledged hereunder to secure the Outstanding Bonds.

ARTICLE III

GENERAL BOND PROVISIONS

Section 3.01. Medium of Payment; Form and Date.

(a) The Bonds shall be payable, with respect to interest, principal and premium, if any, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts, or in such other coin or currency as set forth in a Series Resolution. Payment of interest (other than at a stated maturity date) and premium, if any, on, and principal (payable upon redemption) of, the Bonds will be made by wire transfer to the Bondholder at the close of business on the Regular Record Date or Redemption Record Date, as the case may be, so long as ownership of such Bond is registered in book-entry form; provided, however, that, if the Authority shall default in the payment of interest due on any Interest Payment Date, such interest shall cease to be payable to the Bondholder on such Record Date and shall be payable, when and if paid by the Authority, to the Bondholder at the close of business on the Record Date fixed therefor by the Trustee (each a "Special Record Date"), which shall not be more than 15 days and not less than 10 days prior to the date of the proposed payment. Interest on the Bonds shall

be paid when due, if ownership of such Series of the Bonds is not maintained in book-entry form, by check or draft drawn on the Trustee and mailed by the Trustee to the Bondholder at the address shown on the registration books of the Trustee as of the Record Date. Payment of principal and interest on the stated maturity date on each of the Series of Bonds will be made upon presentation and surrender of each Bond of such Series, at the office of the Trustee or Paying Agent maintained for that purpose. CUSIP number identification with appropriate dollar amount of payment pertaining to each CUSIP number (if such payment represents payment on more than one Bond identified by a particular CUSIP number) shall accompany all payments of principal of, premium, if any, and interest on the Bonds.

(b) Current Interest-Bearing Bonds of each Series issued prior to the first Interest Payment Date thereof shall be dated as of the date or dates specified in the Series Resolution authorizing the issuance thereof. Bonds issued on or subsequent to the first Interest Payment Date shall be dated as of the date of authentication of the Bonds and interest shall be paid from the Interest Payment Date next preceding the date of authentication, unless such date of delivery shall be an Interest Payment Date in which case they shall be dated as of such date of delivery; provided, however, that if, as shown by the records of the Trustee, interest on the Bonds of any Series shall be in default, the Bonds of such Series issued in lieu of Bonds surrendered for transfer or exchange shall be dated as of the date to which interest has been paid in full on the Bonds surrendered. Deferred Interest Bonds of any Series shall be dated as of the date or dates specified in the Series Resolution authorizing the issuance thereof. Except as set forth in a Series Resolution, Bonds of each Series shall bear interest from their dated date until the first Interest Payment Date and thereafter from the Interest Payment Date next preceding the date of their authentication by the Trustee (unless authenticated on an Interest Payment Date, in which case they shall bear interest from such Interest Payment Date or, in the case of Bonds issued while interest on the Bonds shall be in default, from the date to which interest has been paid in full).

(c) For all purposes of the Act relating to or dealing with the date of the Bonds, Bonds of any Series shall be deemed to be dated as of the date specified for the Bonds of such Series in the Series Resolution authorizing the issuance thereof.

(d) All Bonds of each Series shall mature or be subject to a Sinking Fund Installment, if any, on the date or dates fixed by a Series Resolution. Interest on all Current Interest-Bearing Bonds of each Series shall be payable on the dates set forth in the applicable Series Resolution. The first installment of interest due on the Bonds of a Series may be for such period as the Authority shall fix by Series Resolution. Interest on any Deferred Interest Bonds of a Series shall be payable as set forth in a Series Resolution (which may be upon maturity or earlier redemption of such Bonds or such date or dates prior to maturity or earlier redemption of such Bonds as specified in a Series Resolution).

Section 3.02. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this

Resolution as may be necessary or desirable to comply with custom, or otherwise, as may be determined by the Authority prior to the delivery thereof.

Section 3.03. Execution and Authentication.

(a) The Bonds of each Series shall be executed in the name of the Authority by the manual or facsimile signature of its Chair, Vice Chair or Director, attested by the manual or facsimile signature of its Secretary, Treasurer or any person duly designated by the Authority, or in such other manner as may be required by law. In case any one or more of the members, officers or employees of the Authority who shall have signed any of the Bonds or whose signature appears on any of the Bonds shall cease to be such member, officer or employee before the Bonds are actually delivered, such Bonds may, nevertheless, be delivered as herein provided, and may be issued as if the persons who signed them or whose signatures appear thereon had not ceased to hold such office or be so employed. Any Bond of a Series may be signed on behalf of the Authority by such persons as at the actual time of the execution of such Bond shall be duly authorized or shall hold the proper office in or employment by the Authority, although on the Date of Original Issuance of a Series of Bonds such persons may not have been authorized or have held such office or employment.

(b) No Bond shall be valid or obligatory for any purpose or entitled to any security or benefit under this Resolution unless and until a certificate of authentication on such Bond substantially in the following form shall have been duly executed by the manual signature of the Trustee, and such executed certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been authenticated and delivered under this Resolution:

TRUSTEE’S CERTIFICATE OF AUTHENTICATION

Dated:

This Bond is one of the Bonds of the issue described in the within-mentioned Resolution.

[_____], as Trustee

By _____
Authorized Signer

The Trustee’s certificate of authentication on any Bond shall be deemed to have been executed by it if signed by an authorized officer or signatory of the Trustee, but it shall not be necessary that the same officer or signatory sign the certificate of authentication on all of the Bonds issued hereunder.

Section 3.04. Interchangeability. Bonds, upon surrender thereof at the principal office of the Trustee, with a written instrument of transfer satisfactory to the Trustee, duly executed by the Bondholder or his attorney duly authorized in writing, may, at the option of such Bondholder,

be exchanged for an equal aggregate principal amount or Original Principal Amount, as the case may be, of Bonds of the same Series, maturity and interest rate, subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System.

Section 3.05. Negotiability and Registry. All the Bonds issued pursuant to this Resolution shall be negotiable as provided in Article 8 of the Uniform Commercial Code, subject to the provisions for registration and transfer contained in the Bonds and this Resolution. So long as any of the Bonds shall remain Outstanding, the Authority shall maintain and keep, at the principal corporate trust office of the Trustee, books for the registration and transfer of Bonds which books shall be open to inspection by the Authority; and, upon presentation thereof for such purpose at said office, subject to any provisions in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System, the Authority shall register or cause to be registered therein, and permit to be transferred thereon, under such reasonable regulations as it or the Trustee may prescribe, any Bond entitled to registration or transfer. So long as any of the Bonds remain Outstanding, the Authority shall make all necessary provisions to permit the exchange of Bonds at the principal corporate trust office of the Trustee, subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System.

Section 3.06. Transfer of Bonds. Subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System, each Bond shall be transferable only upon the books of the Authority, at the designated corporate trust office of the Trustee, by the Holder thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the Trustee duly executed by the Bondholder or his duly authorized attorney. Upon the surrender for transfer of any such Bond, the Trustee shall issue in the name of the transferee a new registered Bond or Bonds of the same Series, aggregate principal amount or Original Principal Amount, interest rate and maturity as the surrendered Bond.

The Authority, the Trustee and any Paying Agent may deem and treat the person in whose name any Outstanding Bond shall be registered upon the books of the Authority as the absolute Holder of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal, premium, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Holder or upon his order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid; neither the Authority, the Trustee nor any Paying Agent shall be affected by any notice to the contrary. To the extent permitted by law, the Authority agrees to indemnify and save any Paying Agent harmless from and against any and all loss, cost, charge, expense, judgment or liability incurred by it, acting in good faith and without negligence hereunder, in so treating such Holder.

The transfer of Bonds of a particular Series may be further limited as provided in the Series Resolution relating thereto.

Section 3.07. Regulations for Exchange and Transfer. Subject to any provisions contained in a Series Resolution relating to the registration of a Series of Bonds pursuant to a Book Entry System and Section 3.06, in all cases in which the privilege of exchanging Bonds or transferring Bonds is exercised, the Authority shall execute and deliver Bonds in accordance with the provisions of this Resolution and the Series Resolution under which any such Bond is issued. All Bonds surrendered in any such exchanges or transfers shall be cancelled by the Trustee. For every such exchange or transfer of Bonds, whether temporary or definitive, the Authority or the Trustee may make a charge to the Bondholder sufficient to reimburse it for any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer. Neither the Authority nor the Trustee shall be obligated to make any such exchange or transfer of Bonds called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days prior to the first mailing of notice calling such Bonds or portions thereof for redemption as herein provided. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Internal Revenue Code Section 6045. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 3.08. Bonds Mutilated, Destroyed, Stolen or Lost. In case any Bond shall become mutilated or be destroyed, stolen or lost, the Trustee shall authenticate and deliver a new Bond of like Series, maturity, interest rate and principal amount or Original Principal Amount, as the case may be, as the Bond, if any, so mutilated, destroyed, stolen or lost in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond, if any, or in lieu of and substitution for the Bond, if any, destroyed, stolen or lost, upon filing with the Authority and the Trustee evidence satisfactory to them, the provision to the Authority and the Trustee of satisfactory indemnification and complying with such other reasonable regulations as the Authority or the Trustee may prescribe and paying such expenses as the Authority or the Trustee may incur in connection therewith. All Bonds so surrendered to the Trustee shall be cancelled by it and notice of such cancellation shall be given to the Authority upon request.

Upon the issuance of any new Bond under this Section, the Authority may require the payment of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto and any other expenses, including counsel fees, of the Authority, any Paying Agent or the Trustee connected therewith.

Section 3.09. Preparation of Definitive Bonds; Temporary Bonds. Until the definitive Bonds of any Series are prepared, the Authority may execute and deliver, in lieu of definitive Bonds, but subject to the same provisions, limitations and conditions as the definitive Bonds, except as to the denominations thereof, one or more temporary Bonds, substantially of the tenor of the definitive Bonds in lieu of which such temporary Bond or Bonds are issued, in any denominations authorized by the Authority, and with such omissions, insertions and variations as may be appropriate to temporary Bonds. The Authority, at its own expense, shall prepare and execute and, upon the surrender of such temporary Bonds deliver in exchange therefor, at the principal corporate trust office of the Trustee, definitive registered Bonds, of the same Series, aggregate principal amount or Original Principal Amount, as the case may be, interest rate and maturity as the temporary Bonds surrendered. Until so exchanged, the temporary Bonds shall in

all respects be entitled to the same benefits and security as definitive Bonds issued pursuant to this Resolution. All temporary Bonds surrendered in exchange for a definitive Bond or Bonds shall be forthwith cancelled by the Trustee.

Section 3.10. Extension of Payment of Bonds. The Authority shall not directly or indirectly extend or assent to the extension of the maturity of any of the Bonds, or the time of payment of any claims for interest by the purchase or funding of such Bonds or claims for interest, or by any other arrangement; in case the maturity of any of the Bonds or the time for payment of any such claims for interest shall be extended, such Bonds, or claims for interest shall not be entitled, in case of any default under this Resolution, to the benefit of this Resolution or to any payment out of any assets of the Authority or the Funds and Accounts (except funds held in trust for the payment of particular Bonds) held by the Trustee or any Paying Agent, except after the 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 as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the Authority to enter into agreements with particular Bondholders as provided in Section 9.04 hereof or to issue refunding Bonds as provided in Article II hereof, and such issuance shall not be deemed to constitute an extension of the maturity of any Bond or of the time of payment of any claim for interest.

Section 3.11. Money Held for Particular Bonds. The amounts held for the payment of the interest, principal or premium, if any, due on any date with respect to particular Bonds shall be held by the Paying Agent and shall, pending such payment, be held in trust by it for the Bondholders entitled thereto and the Paying Agent shall maintain adequate records for the purpose of segregating the funds, and for the purposes of this Resolution, such interest, principal or premium, after the due date thereof, shall no longer be considered to be unpaid. The Trustee shall notify the Authority of any moneys so held for the payment of interest or principal or premium due with respect to particular Bonds which remain in the custody of the Trustee or Paying Agent on the date which is one year after the date on which such Bonds matured or were redeemed (or 90 days prior to the day such moneys would, under the laws of the State, escheat or be required to be paid to the State, respectively, if either of such dates is earlier).

Section 3.12. Cancellation of Bonds. Subject to the following paragraph, all Bonds purchased, redeemed or paid shall, if surrendered to the Authority or any Paying Agent, be cancelled by it and delivered to the Trustee, or if surrendered to the Trustee, be cancelled by it. No such Bonds shall be deemed Outstanding under this Resolution and no Bonds shall be issued in lieu thereof. All such Bonds shall be cancelled and shall be destroyed and notice thereof delivered to the Authority upon request.

Provided, however, the foregoing shall not apply to any Bonds purchased by the Authority and specified in a Certificate as not being cancelled, and notwithstanding the foregoing paragraph such Bonds shall not be deemed paid, cancelled or extinguished, although such Bonds while held by the Authority or Trustee on behalf of the Authority shall not be considered Outstanding for the purposes of Article VII, IX or XII hereof, and any amounts receivable thereunder shall be netted against Authority payments due thereunder. Any provision in a Series Resolution which permits the Trustee to purchase Outstanding Bonds in the open market in lieu of redemption and further

provides for the cancellation of any Bond so purchased in lieu of redemption, shall not apply to any Bond so purchased and designated as aforesaid in a Certificate.

Section 3.13. Book-Entry Form of Bonds. Notwithstanding anything herein to the contrary, the Authority may elect, by Series Resolution, that Bonds for a particular Series be registered pursuant to a Book Entry System, without certificates being provided or available to the registered Holder thereof.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Procedure and Prices. Bonds of a Series redeemable prior to maturity pursuant to a Series Resolution shall be subject to redemption by or on behalf of the Authority upon notice as provided in this Article, at such times, at such redemption prices and upon such terms in addition to the terms contained in this Article IV as may be specified in the Series Resolution authorizing such Series.

Section 4.02. Redemption at the Election or Direction of Authority. In the case of any redemption of Bonds at the election or direction of the Authority, the Authority shall give written notice to the Trustee of its election or direction so to redeem, of the Redemption Date, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed, which Series maturities and principal amounts thereof to be redeemed shall be determined by the Authority in its sole discretion, subject to any limitations with respect thereto contained in the applicable Series Resolution or in this Resolution. Such notice shall be given to the Trustee at least ~~20~~thirty (30) days prior to the Redemption Date or such shorter period as shall be acceptable to the Trustee or contained in the applicable Series Resolution. In the event notice of redemption shall have been given as provided in Section 4.05 (except for a conditional notice as authorized by the penultimate paragraph thereof), there shall be paid on or prior to the Redemption Date (but not necessarily prior to the date on which notice of redemption shall have been given as provided in Section 4.05) to the appropriate Paying Agents, an amount in cash which, in addition to other moneys, if any, available therefor held by such Paying Agents, will be sufficient to redeem on the Redemption Date at the Redemption Price thereof, plus interest accrued and unpaid to the Redemption Date, all of the Bonds to be redeemed. The Authority shall promptly notify the Trustee in writing of all such payments by it to a Paying Agent.

Section 4.03. Redemption Otherwise Than at Authority's Election or Direction. Whenever, by the terms of this Resolution and pursuant to a Series Resolution, the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the Authority, the Trustee shall select the Bonds to be redeemed, give the notice of redemption and pay out of moneys available therefor (or pay to any Paying Agent, if applicable) the Redemption Price thereof, plus interest accrued and unpaid to the Redemption Date, to the appropriate Paying Agents in accordance with the terms of this Article IV and the terms of the applicable Series Resolution.

Section 4.04. Selection of Bonds To Be Redeemed. In the event of redemption of less than all of the Outstanding Bonds of like Series, interest rate and maturity, the Bonds to be

redeemed in part shall be selected randomly in such manner as the Trustee in its discretion deems fair, unless otherwise specified in the Series Resolution authorizing such Series of Bonds.

Section 4.05. Notice of Redemption. This Section shall govern the provision of notice of redemption unless otherwise provided in a Series Resolution. When the Trustee shall be required or authorized to redeem Bonds, the Trustee shall, in accordance with the terms and provisions of the Bonds and of this Resolution, select the Bonds to be redeemed and shall give notice (which notice shall be dated the date given), in the name of the Authority, of the redemption of Bonds, which notice shall specify (i) the name of the Bonds, (ii) the Series, (iii) the date of issue, (iv) the Redemption Price, (v) the maturities, interest rates and CUSIP numbers of the Bonds to be redeemed, (vi) the Redemption Date and the place or places where amounts due upon such redemption will be payable (including name and address of the Trustee or redemption agent, with contact person and telephone number), (vii) if less than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed (i.e., certificate numbers), (viii) in the case of a Bond to be redeemed in part only, such notice shall also specify the portion of the principal amount or Original Principal Amount, as the case may be, thereof to be redeemed and (ix) such other information as may be specified in a Series Resolution with respect to a particular Series of Bonds. Such notice shall further state that, except as otherwise provided in the penultimate paragraph of this Section, on the Redemption Record Date there shall become due and payable upon each Bond to be redeemed the Redemption Price thereof, or the Redemption Price of the specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, with interest accrued and unpaid to such date, and that from and after such date, interest thereon shall cease to accrue and be payable. Such notice shall be given by mailing a copy of such notice, first-class mail, postage prepaid, at least 20 days but no more than 60 days prior to such Redemption Date, to the Holder of any Bond, all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books, or as may otherwise be specified in the Series Resolution authorizing the issuance of such Series of Bonds, but failure so to mail any such notice or any defect in such notice shall not be a condition precedent to or affect the validity of any proceedings for the redemption of other Bonds.

~~In addition, the Trustee will send (no more than 60 days after the date for redemption) a further notice of redemption to each Bondholder who has not presented his or her Bond for redemption within 30 days subsequent to the Redemption Date. Each such notice will be sent by first class mail, postage prepaid.~~

Any notice of redemption pursuant to this Section 4.05 may, if directed by the Authority, be given specifying that the redemption of the Bonds so called for redemption is made conditional upon the deposit of sufficient amounts to pay the Redemption Price therefor on the Redemption Date and, if amounts are not so available, such notice of redemption shall be deemed to be cancelled and be null and void and the Bonds so called for redemption and subject to such conditional redemption notice shall continue to remain Outstanding.

Any notice, direction or other communication given hereunder from the Authority to any Fiduciary, from any Fiduciary to the Authority, or upon the approval of a Bondholder from the Authority or any Fiduciary to such Bondholder, may be given by sending it via e-mail or other electronic means in lieu of regular mail in accordance with Section 12.04.

Section 4.06. Payment and Cancellation of Bonds Redeemed and Purchased. Notice having been given in the manner provided in Section 4.05, the Bonds or portions thereof called for redemption and specified in said notice shall, except as provided in Section 4.05, become due and payable on the Redemption Date specified in said notice at the Redemption Prices thereof applicable on such date, plus unpaid interest on said Bonds or portions thereof accrued to such date, and upon presentation and surrender thereof at the place or places specified in said notice, said Bonds or portions thereof shall be paid at the said Redemption Prices, plus unpaid interest on said Bonds or portions thereof accrued to such date. CUSIP number identification with appropriate dollar amounts for each CUSIP number shall accompany all redemption payments and interest payments, whether by check or by wire transfer. If there shall be so called for redemption less than all of a Bond, the Authority shall execute and cause to be delivered, upon the surrender of such Bond to the Trustee, without charge to the Holder thereof, for the unredeemed balance of the principal amount or Original Principal Amount of the Bond so surrendered, Bonds of like Series, designation, interest rate and maturity. If, on such Redemption Date, money for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest thereon accrued and unpaid to such date, shall be held by or on behalf of the Trustee so as to be available therefor on such date, and if notice of redemption thereof shall have been given as aforesaid, then from and after such Redemption Date, interest on the Bonds or portions thereof of such maturity so called for redemption shall cease to accrue and become payable, and said Bonds or portions of Bonds shall no longer be considered Outstanding hereunder.

Section 4.07. Redeemed Bonds as Satisfaction of Sinking Fund Installments. Upon any purchase or redemption of Bonds of any Series and maturity for which Sinking Fund Installments shall have been established pursuant to a Series Resolution (other than by application of Sinking Fund Installments), an amount equal to the applicable Redemption Prices thereof (as specified in a Series Resolution) shall be credited towards a part of all or any one or more of such Sinking Fund Installments, as directed by the Authority in a Certificate delivered to the Trustee by the forty-fifth (45th) day preceding the next date a Sinking Fund Installment is due, as directed in a Series Resolution (or Series Certificate), or, failing any such direction, toward such Sinking Fund Installments on a proportionate basis, as near as possible after adjusting for authorized denominations. Such applicable Redemption Prices shall be the respective Redemption Prices which would be applicable upon the redemption of such Bonds from the respective Sinking Fund Installments on the due dates thereof. The portion of any such Sinking Fund Installment remaining after the deduction of any such amounts credited toward the same (or the original amount of any such Sinking Fund Installment if no such amounts shall have been credited toward the same) shall constitute the unsatisfied balance of such Sinking Fund Installment for the purpose of the calculation of principal installments due on a future date.

Section 4.08. Purchase of Bonds; Tenders. Unless expressly provided otherwise herein, if at any time moneys are held in any Fund or Account hereunder or in a Series Resolution to be used to redeem Bonds, in lieu of such redemption the Authority may direct the Trustee to use part or all of such moneys to purchase Bonds of the respective Series, interest rates and maturities that would otherwise be subject to redemption from such moneys. The direction from the Authority must contain specific purchase directions and may include settlement of a trade arranged by or on behalf of the Authority. The purchase price of such Bonds shall not exceed the applicable Redemption Price of the Bonds which would be redeemed but for the operation of this Section

(accrued interest to be paid from the same Fund or Account from which accrued interest would be paid upon the redemption of such Bonds). Any such purchase must be completed prior to the time notice would otherwise be required to be given to redeem the related Bonds. All Bonds so purchased shall be cancelled by the Trustee and applied as a credit against the Authority's obligation to redeem such Bonds from such moneys. Savings resulting from the purchase of Bonds at less than their respective Redemption Prices shall be used to purchase or redeem additional Bonds to the extent permitted by the provisions hereof and the relevant Series Resolution or, at the request of the Authority, and for Bonds that are tax-exempt upon receipt of a Counsel's Opinion that such action will not adversely affect the tax-exempt status of interest on the Bonds, withdrawn and paid to the Authority free and clear of the lien of this Resolution.

The Authority may direct the Trustee, on behalf of the Authority, to request the submission of tenders following notice requesting such submission prior to making the purchases authorized pursuant to the preceding paragraph. The Authority may specify the maximum and minimum periods of time which shall transpire between the date upon which such notice is to be given and the date upon which such tenders are to be accepted. No tenders shall be considered or accepted at any price exceeding the price specified in the preceding paragraph for the purchase of Bonds. The Authority shall accept bids with the lowest price and in the event the moneys available for purchase pursuant to such tenders are not sufficient to permit acceptance of all tenders and if there shall be tenders at an equal price above the amount of moneys available for purchase, then the Trustee shall select randomly, or in such manner as it shall determine in its discretion, the Bonds tendered which shall be purchased.

ARTICLE V

ESTABLISHMENT OF FUNDS AND APPLICATION THEREOF

Section 5.01. Establishment of Funds and Accounts and Application of Bond Proceeds.

(a) The following special Funds and Accounts shall be held by the Trustee or by a Fiduciary, in a segregated account, in the name of the Trustee and shall be established upon establishment of an Account in such Fund pursuant to a Series Resolution and otherwise at such time, if any or as necessary, to account for funds to be deposited therein pursuant to the terms hereof or of any Series Resolution or as directed by a Certificate:

- (i) a Program Fund, and therein a Series Account and a Cost of Issuance Account;
- (ii) a Revenue Fund, and therein a Debt Service Account, a Prepayment Account and a Redemption Account;
- (iii) a Housing Reserve Fund; and
- (iv) a Surplus Fund.

No amounts may be withdrawn, transferred or paid out of any of the above Funds except as provided in this Article or in a Series Resolution. The Housing Reserve Fund constitutes a “Housing Reserve Fund” within the meaning of 30-A M.R.S.A. § 4906(1).

(b) The Trustee shall also establish such other funds, accounts or subaccounts as the Authority may direct or as the Trustee shall determine may be reasonably required to carry out its duties under this Resolution, and moneys deposited therein shall be used only as provided in the directions of the Authority.

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

(d) The proceeds from any Series of Bonds shall be deposited in the Funds and Accounts established under this Resolution in accordance with the terms of this Article V and of the Series Resolution authorizing such Series of Bonds; provided that the Authority may establish a temporary account into which the proceeds of the sale of a Series of Bonds may be deposited initially to facilitate the ultimate deposit of such proceeds in the Funds and Accounts created hereby. The Trustee shall also deposit in the Funds and Accounts established under this Resolution such other moneys or assets of the Authority as the Authority may direct by a Certificate of an Authorized Officer.

Section 5.02. Program Fund.

(a) There shall be deposited from time to time in the Program Fund, and in the appropriate subaccounts of the Series Account and the Costs of Issuance Account therein, any proceeds of the sale of Bonds representing principal or premium or other amounts required to be deposited therein pursuant to this Resolution and any Series Resolution, and any other amounts determined by the Authority to be deposited therein from time to time.

(b) Subject to the provisions of the applicable Series Resolution, amounts in the Series Account of the Program Fund shall be expended only (i) to make or finance Loans, which may include making Loans, acquiring Loans or refinancing Loans, and acquiring or refinancing Mortgage-Backed Securities; (ii) to purchase or redeem a Series in accordance with subsection (e) of this Section; (iii) to pay, purchase or redeem Bonds, notes or other bonds of the Authority or any other entity in accordance with subsection (f) of this Section; and (iv) if so provided in a Series Resolution, to reimburse a Credit Enhancer for amounts

obtained under credit enhancement or a liquidity provider for amounts paid under a Liquidity Agreement for the purposes described in clauses (ii) or (iii) of this subsection.

(c) Subject to the provisions of a Series Resolution related to a Series of Bonds, amounts in the Cost of Issuance Account shall be expended only to pay Costs of Issuance for such Series of Bonds, as directed by the Authority and any moneys remaining therein after all Costs of Issuance for such Series of Bonds have been satisfied shall be transferred to the subaccount of the Series Account related to such Series of Bonds.

(d) The Trustee shall pay out and permit the withdrawal of amounts on deposit in the Program Fund at any time for the purpose of making payments pursuant to clause (i) of subsection (b) of this Section, but only upon receipt of:

(i) a written requisition of an Authorized Officer of the Authority setting forth the amount to be paid, the person or persons to whom such payment is to be made (which may be or include the Authority) and, in reasonable detail, the purpose of such withdrawal, and, if applicable, the subaccount of the Program Fund from which such withdrawal is to be made; and

(ii) other items as may be required under this Resolution or a Series Resolution.

(e) At any time the Authority may direct the Trustee in writing to transfer amounts in the Series Account of the Program Fund not required for the purposes set forth in subsection (b) of this Section to the Redemption Account or to apply such amounts directly to the redemption, purchase or retirement of Bonds in accordance with their terms and the provisions of Article IV.

(f) If so provided in a Series Resolution authorizing the issuance of a Series of Bonds, the Authority may direct the Trustee in writing to transfer amounts in the Program Fund to fund the payment, purchase or redemption of bonds, which may include interest thereon, theretofore issued by the Authority or any other entity upon receipt by the Trustee of a written requisition setting forth (i) the bonds with respect to which the transfer is to be made, and (ii) the amount of the transfer.

(g) Upon the final disbursement of amounts on deposit in the Program Fund or any sub-account thereof, at the written direction of the Authority, the Trustee shall close the Program Fund or such account or subaccount thereof.

Section 5.03. Maintenance of Escrows. All amounts received by the Authority or a servicer on behalf of the Authority as escrow payments shall be deposited as promptly as possible in escrow accounts maintained by the Authority or a servicer deemed responsible for such purpose by the Authority. Amounts in such escrow accounts, or in any sub-account therein, shall be within the control of the Authority or such servicer and may, but need not, be held by the Trustee. Amounts in such escrow accounts shall not be subject to the lien and pledge of this Resolution or a Series Resolution, unless otherwise provided therein. Such amounts may be set aside and held with any similar funds similarly held and may be applied to any lawful purpose of the Authority

subject to the terms of the Loan with respect to which such amounts were received and of any agreement between the Authority and the mortgagor or any Credit Enhancer relating to the Loan. All escrow payments and all Revenues and other payments received and held by a Depository with respect to such Loan shall be separately identified.

Section 5.04. Revenue Fund.

(a) The Authority shall cause all Pledged Receipts to be deposited promptly with the Trustee in the Revenue Fund or an Account or subaccount created therein, provided that Prepayments shall be deposited in the Prepayment Account. There shall also be deposited in the Revenue Fund or an Account or subaccount created therein any other amounts required to be deposited therein pursuant to this Resolution and any Series Resolution.

(b) Except as otherwise provided in a Series Resolution with respect to a Series of Bonds, the Trustee shall transfer from the Revenue Fund, or any Account or subaccount thereof: (i) to the Debt Service Account or subaccounts created thereunder, as applicable, on or before each Interest Payment Date, the amounts required for the payment of the Principal, if any, and interest due on a Series of Bonds on such Interest Payment Date, as well as any payments required under a Qualified Hedge Agreement; (ii) to the Redemption Account, or subaccounts created thereunder, as applicable, on or before the Redemption Date or date of purchase, the amounts required to pay the Redemption Price on Outstanding Bonds to be redeemed or purchased on such date; after giving effect to any credits against such amounts pursuant to Section 5.05(b), and such amounts so deposited pursuant to (i) or (ii) shall be applied by the Trustee to such payments, provided, however, that Prepayments not used to redeem Bonds shall be transferred to the Program Fund or to the Surplus Fund upon direction by the Authority, and provided further that if, pursuant to a Series Resolution, amounts obtained under credit enhancement are to be used to make the payments referred to in this subsection (b), then amounts in the Revenue Fund which would have otherwise been used to make such payments may be applied to reimburse the Credit Enhancer for the amounts so obtained, all in accordance with such Series Resolution; and (iii) amounts to pay Program Expenses, as directed by the Authority.

(c) On the last Business Day of each ~~fiscal year~~ Fiscal Year of the Authority or such other date, if any, as shall be specified by a Series Resolution with respect to a Series of Bonds, the Trustee shall deliver to the Authority, and on any other date selected by the Authority may deliver to the Authority, a certificate containing a statement which sets forth, as of such date, the amount remaining in the Accounts of the Revenue Fund as of such date after deducting all payments required to have been made pursuant to subsection (b) of this Section and the amount, if any, required to be transferred to the applicable Accounts of the Housing Reserve Fund to maintain the Housing Reserve Minimum Requirement and the Housing Reserve Maximum Requirement and/or to the Program Fund. Concurrently with the delivery of such certificate, the Trustee shall transfer from the related Account or Accounts of the Revenue Fund (i) first, to the related Account or Accounts of the Housing Reserve Fund, an amount equal to the amount necessary to be transferred thereto in order that the amount on deposit therein be equal to the Housing

Reserve Requirement (or such lesser amount as may be available), (ii) second, to the related Account or Accounts of the Program Fund, if the Authority so directs in writing at least three (3) Business Days prior to such last Business Day, such amount as the Authority determines is required to finance Loans, as evidenced by a certificate of an Authorized Officer, and (iii) third, if so directed by the Authority in writing at least three (3) Business Days prior to such last Business Day, to the payment of Program Expenses and any other costs or expenses of the Authority in connection with any program of the Authority, all as designated in a Certificate. At any time after the delivery of such certificate by the Trustee and after the transfers described in (i), (ii) and (iii) above, if applicable, have been made, except as otherwise provided in a Series Resolution, or unless otherwise directed by the Authority in writing, any amount remaining in the Revenue Fund shall be deposited into the Surplus Fund.

(d) Notwithstanding any other provision of this Section, the Trustee may at any time make transfers from the Revenue Fund, upon the written direction of an Authorized Officer, to the Redemption Account for the purposes thereof. No such transfer shall be made, however, unless there is on deposit in the Revenue Fund after such transfer an amount equal to the debt service accrued on all Outstanding Bonds as of the date of such transfer and any payments due pursuant to a Qualified Hedge Agreement.

Section 5.05. Redemption Account.

(a) There shall be deposited in the Redemption Account all amounts which are required to be deposited therein pursuant to this Resolution and any Series Resolution and any other amounts available therefor and determined by the Authority to be deposited therein. Subject to the provisions of this Resolution or of any Series Resolution authorizing the issuance of a Series of Bonds requiring the application thereof to the payment, purchase or redemption of any particular Bonds, the Trustee shall apply any amounts deposited in the Redemption Account to the purchase or redemption of Bonds at the times and in the manner provided in this Section and Article IV.

(b) Except as otherwise provided in an applicable Series Resolution, at any time before the thirtieth day prior to the day upon which a Series of Bonds are to be paid or redeemed from such amounts, the Trustee shall, if so directed in writing by the Authority, apply amounts in the Redemption Account to the purchase of any of the Bonds of a Series which may be paid or redeemed by application of amounts on deposit therein. The Trustee shall purchase Bonds of a Series at such times, for such prices, in such amounts and in such manner as the Authority shall from time to time direct. In the event that Sinking Fund Installments have been established for the Bonds so purchased or redeemed, such Sinking Fund Installments shall be credited in the manner provided in Section 5.04(b). The purchase price paid by the Trustee (excluding accrued interest but including any brokerage and other charges) for any Bonds purchased shall not exceed the Redemption Price on such Bonds, if then subject to redemption, or if not subject to redemption, the Redemption Price payable on any such date upon which such Bond is next subject to redemption other than from Sinking Fund Installments; provided, however, that, to the extent permitted by law, the purchase of such Bonds may be at prices exceeding that set forth above in this

subsection (b) as directed by the Authority if the Authority shall provide funds to pay for such excess price. In the event the Trustee is able to purchase Bonds of a Series at a price less than the Redemption Price at which such Bonds were to be redeemed, then, upon the payment by the Trustee of the purchase price of such Bonds, the Trustee shall transfer the difference between the amount of such purchase price and the amount of such Redemption Price to, and deposit the same in, the Revenue Fund.

Section 5.06. Housing Reserve Fund. There shall be maintained in the Housing Reserve Fund, from the proceeds of the sale of the Bonds or such other sources as specified by a direction of an Authorized Officer of the Authority, an amount at least equal to both of the Housing Reserve Minimum Requirement and the Housing Reserve Maximum Requirement.

The Trustee shall, to the extent the amount in the Revenue Fund is insufficient to pay principal of and interest on the Bonds and any Sinking Fund Installments and any payments required by a Qualified Hedge Agreement, transfer from the Housing Reserve Fund (after transferring any amounts in any capitalized interest account established pursuant to a Series Resolution or in the Surplus Fund (to the extent of amounts available therein and therefor)) to the Revenue Fund to pay the principal of and interest on the Bonds and any Sinking Fund Installments and any payments required by a Qualified Hedge Agreement. The Trustee shall notify the Authority in writing prior to any such withdrawal from the Housing Reserve Fund.

In addition to the payments made into the Housing Reserve Fund pursuant to this Section or otherwise, the Authority shall deposit in the Housing Reserve Fund any money appropriated and paid to the Authority by the State pursuant to the Act for the purpose of restoring the Housing Reserve Fund to the Housing Reserve Minimum Requirement.

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

In order to better secure the Bonds and to make them more marketable and to maintain in the Housing Reserve Fund an amount equal to the Housing Reserve Minimum Requirement, and in accordance with the provisions of Section 4906 of the Act, the Authority shall cause the Director annually, on or before December 1 of each year, to make and deliver to the Governor of the State a certificate stating the sum, if any, that is necessary to restore the Housing Reserve Fund to an amount equal to the Housing Reserve Minimum Requirement. All money received by the Authority from the State in accordance with the provisions of Section 4906 of the Act, pursuant to any such certification, shall be paid to the Trustee for deposit in and credit to the Housing Reserve Fund.

So long as any such credit or transfer does not reduce the amount in the Housing Reserve Fund below the Housing Reserve Minimum Requirement or the Housing Reserve Maximum Requirement, any investment earnings on moneys held in the Housing Reserve Fund shall be credited to the Revenue Fund, unless directed by a Certificate of an Authorized Officer to be

transferred or credited by the Trustee to another Fund or Account or to the Authority at such times as directed by such Authorized Officer.

Any balance in the Housing Reserve Fund in excess of the greater of the Housing Reserve Minimum Requirement or the Housing Reserve Maximum Requirement shall, at the option of the Authority and upon the direction of a Certificate of an Authorized Officer, be transferred or credited by the Trustee to the Revenue Fund or other Fund or Account at such times as directed by such Authorized Officer.

Section 5.07. Surplus Fund.

(a) Upon the direction of a Certificate of an Authorized Officer, the Trustee shall from time to time pay out money from the Surplus Fund to finance Loans.

(b) The Trustee shall, to the extent the amount in the Revenue Fund is insufficient to pay the principal of and interest on the Bonds and any Sinking Fund Installment when due and any amounts required to be paid to the Hedge Provider of a Qualified Hedge Agreement (other than fees or termination payments payable to such Hedge Provider) unless otherwise provided in such Qualified Hedge Agreement or any related Series Resolution, transfer (after transferring amounts in any capitalized interest account established in connection with a Series Resolution) moneys from the Surplus Fund, to the extent of amounts therein which are not otherwise restricted for specific purposes, to the Revenue Fund to pay the principal of and interest on the Bonds and any Sinking Fund Installment and any amounts required to be paid to the Hedge Provider of a Qualified Hedge Agreement (other than fees or termination payments payable to such Hedge Provider) unless otherwise provided in such Qualified Hedge Agreement or any related Series Resolution.

(c) Any investment earnings on moneys held in the Surplus Fund shall remain in the Surplus Fund, unless directed by a Certificate of an Authorized Officer to be transferred or credited by the Trustee to another Fund or Account.

Section 5.08. Hedging Transaction. A Hedge Agreement is a Qualified Hedge Agreement if (1) at the time of execution of such Hedge Agreement, the Hedge Provider of the Hedge Agreement is a Qualified Hedge Institution or the obligations of said Hedge Provider under the Hedge Agreement are unconditionally guaranteed by a Qualified Hedge Institution and (2) the Authority designates the Hedge Agreement as a Qualified Hedge Agreement by a Certificate.

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

(a) for purposes of any calculation of debt service (other than the Housing Reserve Requirement), the interest rate on the Bonds with respect to which the Qualified Hedge Agreement applies shall be determined as if such Bonds had interest payments equal

to the interest payable on those Bonds less any payments reasonably expected to be made to the Authority by the Hedge Provider and plus any payments reasonably expected to be made by the Authority to the Hedge Provider in accordance with the terms of the Qualified Hedge Agreement (other than fees, expenses or termination payments payable to such Hedge Provider for providing the Qualified Hedge Agreement);

(b) any such payments (other than fees, expenses and termination payments) required to be made by the Authority to the Hedge Provider pursuant to such Qualified Hedge Agreement shall be made from amounts on deposit in the Revenue Fund pursuant to Section 5.04(b)(i), and are entitled to the same security afforded to Bondholders by this Resolution for payments made pursuant to such Section, unless otherwise specified by the Authority to be paid from other moneys;

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

(d) fees not equivalent to regular Bond debt service payments, as well as expenses and termination payments, if any, payable to the Hedge Provider may be paid from amounts on deposit in the Revenue Fund pursuant to Section 5.04(b)(iii), or such other funds as are specifically designated by the Authority, in each case if and to the extent expressly provided in the Qualified Hedge Agreement or applicable Series Resolution.

Section 5.09. Bondholder Reserve Fund Resolution. Pursuant to Section 203(b)(i) of the Bondholder Reserve Fund Resolution, Bonds issued hereunder shall also be secured by the Bondholder Reserve Fund Resolution. Pursuant to Section 203 (b)(iv) of the Bondholder Reserve Fund Resolution, the Authority does hereby covenant that it will take all lawful, reasonable and necessary action hereunder to ensure that the certification required by Section 203(b)(iii) of the Bondholder Reserve Fund Resolution remains true at all times there are Bonds Outstanding under this Resolution, and the Authority will not issue any Bonds hereunder unless prior thereto it has delivered to the Trustee under the Bondholder Reserve Fund Resolution the Certificate required by Section 203(b)(iii) of the Bondholder Reserve Fund Resolution.

ARTICLE VI

COVENANTS

Section 6.01. General. The Authority hereby particularly covenants and agrees with the Trustee and with the Bondholders of each Series and makes provisions which shall be a part of its contract with such Bondholders, to the effect and with the purpose set forth in the following provisions and Sections of this Article. The provisions of this Article shall be effective from and after the time of the delivery by the Authority of the Bonds of each Series issued under this Resolution.

Section 6.02. Payment of Bonds. The Authority shall duly and punctually pay or cause to be paid from the Trust Estate, the principal amount of and interest, and premium, if any on the Bonds, at the dates and places and in the manner mentioned in the Bonds, according to the true intent and meaning thereof, and shall duly and punctually pay or cause to be paid from the Trust Estate to the Trustee any part of any and all Sinking Fund Installments required pursuant to any provision of this Resolution and the related Series Resolutions.

Section 6.03. Personnel and Servicing of Programs. The Authority shall at all times appoint, retain and employ competent personnel for the purpose of carrying out its respective programs and shall establish and enforce reasonable rules, regulations, tests and standards governing the employment of such personnel at reasonable compensation, salaries, fees and charges, and all persons employed by the Authority shall be qualified for their respective positions.

Section 6.04. Tax Covenants. The provisions of this Section shall apply only to the Bonds as to which the related Series Resolution shall determine that interest thereon shall be excludable from gross income for federal income tax purposes. The Authority shall take no action which may cause interest on the Bonds to be included in gross income for federal income tax purposes and shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Authority on the Bonds shall not be includable in gross income for federal income tax purposes, including without limitation making timely arbitrage rebate payments.

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

In the event that at any time the Authority is of the opinion that for purposes of this Section it is necessary to restrict or limit the yield on the investment of any moneys held by the Trustee under this Resolution, the Authority shall so direct the Trustee in writing. The Trustee shall take such action as may be necessary in accordance with such instructions and shall be deemed to be in compliance hereof to the extent it follows such instructions.

Section 6.05. Accounts and Reports. The Trustee shall keep proper books of record and account in which complete and accurate entries shall be made of all its transactions relating to the Bonds and all Funds and Accounts established by or pursuant to this Resolution or any Series Resolution, which shall at all reasonable times be subject to the inspection of the Authority or of the Bondholders (or beneficial owners if their names and addresses have been filed with the Trustee for such purposes) of an aggregate of not less than 5% in principal amount of Bonds then Outstanding or their representatives duly authorized in writing. If the Trustee furnishes such books to the Authority and the same (including the balances shown thereon) are not consistent with those reported and maintained by the Authority, the Trustee shall forthwith reconcile or hire an

independent accountant of national standing to reconcile the same (any expenses of the Trustee in connection therewith to be reimbursed as provided in Section 11.07 hereof), and until so reconciled, such books maintained by the Authority shall be deemed complete and accurate.

Upon request by the Authority, the Trustee shall forward to the Authority, on the Business Day following any transaction in connection with a Fund or Account, a statement of such transactions in reasonable detail and form. After the first day, and on or before the tenth day, of each month, the Trustee shall use its best efforts to forward to the Authority a statement of account for transactions during the preceding month and balances as of the last day of such month in reasonable detail and form. The information required to be supplied to the Authority pursuant to this subsection may, upon the agreement of the Authority and the Trustee, be supplied to the Authority in such other manner as shall be satisfactory to the Authority.

Annually, within one hundred fifty (150) days after the close of each Fiscal Year, the Authority shall cause a report of audit of its financial records and an Accountant's Certificate with respect thereto to be made. The report shall show (i) revenues and expenses for the Fiscal Year and (ii) assets, liabilities and fund balances at the end of the Fiscal Year, including all Funds and Accounts established by this Resolution (which may be consolidated). Notwithstanding any other provision of this Resolution, for purposes of such report, revenues and expenses shall be accrued, and assets shall be valued in such manner as is deemed by the Authority and the Authority's accountant to be necessary to present fairly the results of operations for the Fiscal Year and the financial position of such Funds and Accounts at the end of the Fiscal Year in conformity with generally accepted accounting principles applied on a basis consistent with that of the preceding Fiscal Year.

A copy of each audit report and Accountant's Certificate shall be mailed promptly by the Authority to each Rating Agency and to each Bondholder or beneficial owner if their name and address have been filed with the Trustee for such purpose.

The Trustee shall promptly notify the Authority of any fact or circumstance of which a responsible officer in the corporate trust department has actual knowledge which could adversely affect the Trustee's ability to provide for timely payment of the principal of, premium, if any, or interest on the Bonds or any material defaults or failures of which the Trustee, after reasonable diligence, has knowledge, to comply with the provisions of this Resolution.

Section 6.06. Compliance With Conditions Precedent. Upon the date of execution and delivery of a Series of Bonds, all conditions, acts and things required by law or by this Resolution to exist, to have happened or to have been performed precedent to or in the issuance of such Bonds shall exist, have happened and have been performed, and such Bonds, together with all other indebtedness of the Authority, shall be within every debt and other limit prescribed by law.

Section 6.07. Further Assurance. At any and all times, the Authority shall, so far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver, all such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning or confirming all and singular the rights, Funds and Accounts pledged, assigned and established pursuant to this Resolution,

including the moneys, securities and Permitted Investments hereby pledged or assigned, or assigned in trust, or intended so to be, or which the Authority may hereafter become bound to pledge or assign in trust.

Section 6.08. Powers as to Bonds and Pledge; Release of Pledge. The Authority is duly authorized, pursuant to law, to authorize and issue Bonds, to enter into this Resolution and to pledge the Funds and Accounts established by this Resolution, including the money, Permitted Investments and securities therein purported to be pledged, in the manner and to the extent provided in this Resolution, and to assign, transfer and set over unto the Trustee in trust the moneys held in such Funds or the Accounts thereof or any securities or Permitted Investments purchased with amounts therein, purported to be so assigned in trust by this Resolution, in the manner and to the extent provided in this Resolution and in any Series Resolution. The moneys, securities, Funds and Accounts so pledged and so held in trust are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and assignment in trust created by this Resolution, and all corporate action on the part of the Authority to that end has been duly and validly taken. Each Series of Bonds and the provisions of this Resolution are and will be the valid and legally enforceable special obligations of the Authority in accordance with their terms and the terms of this Resolution and the related Series Resolution, payable from and secured by a pledge of the Trust Estate. The Authority shall at all times, to the extent permitted by law, defend, preserve and protect the pledge of the money, securities, Funds and Accounts so pledged under this Resolution and all the rights of the Bondholders under this Resolution, against all claims and demands of all persons whomsoever. Provided, however, that the Authority may sell, transfer, assign, endorse, dispose of or otherwise release from the pledge of this Resolution a Loan or Mortgage-Backed Security (i) to realize the benefit of any insurance or guaranty with respect to such Loan or Mortgage-Backed Security or any covenant of a lender to repurchase the same, (ii) upon payment in full of such Loan or Mortgage-Backed Security, (iii) to provide funds for the redemption or purchase of a like principal amount of Bonds so long as the same will not adversely affect the Rating on the Bonds, or (iv) to preserve the exemption from federal income taxation of interest on any Bonds pursuant to the Code.

ARTICLE VII

DISCHARGE OF LIEN

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

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

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

- (i) stating the date when the principal amount (and premium, if any) of each such Bond is to be paid, whether at maturity or on a Redemption Date;
- (ii) to call for redemption pursuant to this Resolution (and at such times as notice thereof may be given in accordance with this Resolution) any Bonds to be redeemed prior to maturity pursuant to (b) hereof; and
- (iii) to mail, as soon as practicable, in the manner prescribed by Section 4.05 hereof, a notice to the Holders of such Bonds and to each Rating Agency stating that the deposit required by (b) above has been made with the Trustee and that said Bonds are deemed to have been paid in accordance with this Article and stating the maturity or Redemption Date upon which moneys are to be available for the payment of the principal amount or Redemption Price, if applicable, on said Bonds as specified in (i) hereof and, if a maturity date is stated, whether or not such Bonds continue to be subject to redemption.

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

Notwithstanding any provision of any other Article of this Resolution which may be contrary to the provisions of this Article, all moneys or Federal Obligations set aside and held in trust pursuant to the provisions of this Article for the payment of Bonds (including interest and premium thereon, if any) shall be applied to and used solely for the payment of the particular

Bonds (including interest and premium thereof, if any) with respect to which such moneys and Federal Obligations have been so set aside in trust.

Anything in Article IX hereof to the contrary notwithstanding, if moneys or Federal Obligations have been deposited or set aside with the Trustee pursuant to this Article for the payment of Bonds and such Bonds shall not have in fact been actually paid in full, no amendment to the provisions of this Article shall be made without the consent of the Holder of each Bond affected thereby.

ARTICLE VIII

DEFAULTS AND REMEDIES

Section 8.01. Events of Default. Each of the following shall constitute an event of default under this Resolution and is herein called an “Event of Default”:

(a) Interest on any of the Bonds is not paid by the Authority when due and such nonpayment continues for a period of fifteen (15) days, or the principal of any Bonds is not paid by the Authority at maturity or the Redemption Price of any Bond is not paid by the Authority at a Redemption Date at which such Bonds have been called for redemption and such nonpayment of principal at maturity or on such Redemption Date continues for a period of fifteen (15) days;

(b) There is a default in the performance or observance of any other of the covenants, agreements or conditions on the part of the Authority in this Resolution, in any Series Resolution or in the Bonds contained, and such default is not remedied within a period of at least sixty (60) days after notice thereof pursuant to Section 8.10 hereof; or

(c) The Authority shall file any petition seeking relief under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State; or the State has materially limited or altered in a negative way the rights of the Authority pursuant to the Act, as in force on the date of this Resolution, to fulfill the terms of any agreements made with the Bondholders or in any way impaired or reduced the rights, remedies or security of Bondholders while any Bonds are Outstanding.

If the Authority determines that an Event of Default has occurred under Section 8.01(b) or (c), the Authority shall promptly notify the Trustee thereof.

Upon the occurrence of an Event of Default as set forth above and of which the Trustee has actual knowledge or has been provided a notice from the Authority regarding an Event of Default, and upon the cure, if any, of any such Event of Default, in either case, the Trustee shall provide written notice thereof to the Authority and the Holders of the Bonds then Outstanding (and each beneficial owner who has filed a written notice with the Trustee requesting the same) within ~~10~~fifteen (15) days of receiving such notice or learning of the Event of Default or the occurrence of such Event of Default.

Section 8.02. Remedies; Rights of Bondholders. Upon the occurrence of an Event of Default, the Trustee may ~~pursue any available remedy, and if requested so to do by the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Sections 11.03, 11.05 and 11.07 hereof, and being advised by counsel, shall be obligated to, pursue any available remedy in the interests of the Bondholders~~ under the Act, at law or in equity, to enforce the payment of the principal of, premium, if any, and interest on the Bonds then Outstanding, including, without limitation, the following:

(a) The Trustee may, ~~and if so directed shall,~~ declare the principal amount of all Bonds Outstanding and the interest accrued thereon to be immediately due and payable, whereupon such principal amount and interest shall, thereupon become immediately due and payable, if an Event of Default pursuant to Section 8.01(a) has occurred;

(b) The books of record and account of the Authority and all records relating to the Bonds shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys;

(c) The Authority, whenever the Trustee shall demand, will account as if it were the trustee of an express trust for all money, securities and Funds and Accounts pledged or held under this Resolution for such period as shall be stated in such demand;

(d) The Trustee may, ~~and if so directed shall,~~ by mandamus or other suit, action or proceeding at law or in equity, enforce all rights of the Bondholders, including the right to require the Authority to receive and collect Pledged Receipts adequate to carry out the covenants and agreements as to, and pledge of, such Pledged Receipts, and to require the Authority to carry out any other covenant or agreement with Bondholders and to perform its duties under the Act;

(e) The Trustee may, ~~and if so directed shall,~~ bring suit upon the Bonds; and

(f) The Trustee may, ~~and if so directed shall,~~ by action or suit in equity, require the Authority to account as if it were the trustee of an express trust for Bondholders;

~~If an Event of Default shall have occurred and, if requested so to do by the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding and indemnified as provided in Sections 11.03, 11.05 and 11.07 hereof, the Trustee shall be obligated to exercise one or more of the rights and powers conferred by this Section, as the Trustee, being advised by counsel, shall deem most expedient in the interests of the Bondholders.~~

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

No delay or omission to exercise any right or power accruing upon any default or Event of Default shall impair any such right or power or shall 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 hereunder, whether by the Trustee or by the Bondholders, shall extend to or shall affect any subsequent default or Event of Default or shall impair any rights or remedies consequent thereon.

Section 8.03. Right of Bondholders To Direct Proceedings. Anything in this Resolution to the contrary notwithstanding, the Holders of a majority in aggregate principal amount of Bonds then Outstanding shall have the right, at any time, by an instrument or instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all proceedings to be taken in connection with the enforcement of the terms and conditions of this Resolution, or for the appointment of a receiver or any other proceedings hereunder, provided that such direction shall not be otherwise than in accordance with the provisions of law and of this Resolution.

Section 8.04. Appointment of Receivers. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondholders under this Resolution, the Trustee shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Trust Estate and of the revenues, issues, earnings, income, products and profits thereof, pending such proceedings, with such powers as the court making such appointment shall confer.

Section 8.05. Application of Moneys. All moneys received by the Trustee pursuant to any right given or action taken under the provisions of this Article shall (in the case of a default described in Section 8.01(a) hereof, after payment of the costs and expenses of the proceedings resulting in the collection of such moneys and of the outstanding fees, expenses, liabilities and advances incurred or made by the Trustee and of any related expenses necessary to maintain the security for the Bonds) be deposited in the Revenue Fund and all moneys in the Revenue Fund (other than moneys held for redemption of Bonds duly called for redemption) shall be applied as follows:

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

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

SECOND: To the payment to the persons entitled thereto of the unpaid principal amount of any of the Bonds which shall have become due (other than Bonds matured or called for redemption for the payment of which moneys are held pursuant to the provisions of this Resolution), in the order of their due dates, with interest on such Bonds from the respective dates upon which they became due at the rate borne by the Bonds and, if the amount available shall not be sufficient to

pay in full Bonds due on any particular date, together with such interest, then to the payment ratably, according to the amount of principal due on such date, to the persons entitled thereto without any discrimination or privilege; and

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

(b) If the principal amount of all the Bonds shall have become or shall have been declared due, all such moneys shall be applied to the payment of the principal amount and interest then due and unpaid upon the Bonds, without preference or priority of principal amount over interest or of interest over principal amount, or of any installment of interest over any other installment of interest, or of any Bond over any other Bond, ratably, according to the amounts due respectively for principal amount and interest, to the persons entitled thereto without any discrimination or privilege.

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

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

Whenever all principal amounts of and interest on all Bonds have been paid under the provisions of this Section, or any and all defaults with respect thereto have been cured, and all fees, expenses and charges of the Trustee and any Paying Agent have been paid, any balance remaining in the Revenue Fund shall be applied in accordance with the provisions of this Resolution and as directed by the Authority.

Section 8.06. Remedies Vested in Trustee. All rights of action (including the right to file proof of claims) under this Resolution or under any of the Bonds may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any trial or other proceeding related thereto and any such suit or proceeding instituted by the Trustee shall be brought in its name as the Trustee without the necessity of joining as plaintiffs or defendants any Holder of the Bonds, and any recovery of judgment shall be for the equal and ratable benefit of the Holders of the Outstanding Bonds.

Section 8.07. Rights and Remedies of Bondholders. No Holder of any Bond shall have any right to institute any suit, action or proceeding at law or in equity for the enforcement of this Resolution or for the execution of any trust hereof or for the appointment of a receiver or any other remedy hereunder, unless (1) a default has occurred of which the Trustee has been notified as provided in Section 8.01 or 11.03 hereof, or of which by said Section 11.03 it is deemed to have notice, (2) such default shall have become an Event of Default and the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding or, if such Event of Default is an Event of Default described in clause (a) of Section 8.01 hereof, by the Holders of not less than 50% in aggregate principal amount of Bonds then Outstanding of the Series with respect to which such Event of Default has happened, shall have given written notice to the Trustee and shall have offered it reasonable opportunity either to proceed to exercise the powers hereinbefore granted or to institute such action, suit or proceeding in their own name or names, (3) such Bondholders have offered to the Trustee indemnity as provided in Article XI hereof and (4) the Trustee shall thereafter fail or refuse to exercise the powers hereinbefore granted, or to institute such action, suit or proceeding in its own name; and such notification, request and offer of indemnity are hereby declared in every case at the option of the Trustee to be conditions precedent to the execution of the powers and trusts of this Resolution, and to any action or cause of action for the enforcement of this Resolution, or for the appointment of a receiver or for any other remedy hereunder; it being understood and intended that no one or more Holders of the Bonds shall have any right in any manner whatsoever to affect, disturb or prejudice the lien of this Resolution by his action or to enforce any right hereunder except in the manner herein provided, and that all proceedings at law or in equity shall be instituted, had and maintained in the manner herein provided and for the equal and ratable benefit of the Holders of all Bonds then Outstanding, subject to the provisions of this Resolution. However, nothing contained in this Resolution shall affect or impair the right of any Holder to enforce the payment of the principal of and interest on any Bond it owns at and after the maturity or upon the redemption thereof, or the obligation of the Authority to pay the principal of and interest on any such Bond issued hereunder to the Holder thereof at the time, place, from the source and in the manner in the Bonds expressed.

Section 8.08. Termination of Proceedings. In case the Trustee shall have proceeded to enforce any right under this Resolution by the appointment of a receiver or otherwise, and such proceedings shall have been discontinued or abandoned for any reason, or shall have been determined adversely, then and in every such case the Authority, the Trustee and the Bondholders shall be restored, subject to any final determination in such proceeding, to their former positions and rights hereunder, respectively, with regard to the property herein subject to this Resolution, and all rights, remedies and powers of the Trustee shall continue as if no such proceedings had been taken.

Section 8.09. Waivers of Events of Default. The Trustee may at its discretion waive any Event of Default hereunder and its consequences, and shall do so upon the written request of the Holders of (a) more than 66.67% in aggregate principal amount of all the Bonds then Outstanding in respect of which default in the payment of principal amount or interest, or both, exists or (b) more than 50% in aggregate principal amount of all Bonds then Outstanding in the case of any other default; provided, however, that there shall not be waived (i) any Event of Default in the payment of the principal amount of any Outstanding Bonds at the date of maturity or sinking fund Redemption Date specified therein or (ii) any default in the payment when due of the interest on any such Bonds unless, prior to such waiver or rescission, all arrears of interest or all arrears of payments of principal amount when due, as the case may be, with interest on overdue principal at the rate borne by the Bonds, and all fees and expenses of the Trustee in connection with such default shall have been paid or provided for. In case of any such waiver or rescission, the Authority, the Trustee and the Bondholders shall be restored to their former positions and rights hereunder, respectively, but no such waiver or rescission shall extend to any subsequent or other default, or impair any right consequent thereon.

Section 8.10. Notice of Defaults Under Section 8.01(b); Opportunity of the Authority To Cure Such Defaults. Anything herein to the contrary notwithstanding, no default under Section 8.01(b) hereof shall constitute an Event of Default until actual notice of such default by first class mail (postage prepaid) shall be given to the Authority by the Trustee or by the Holders of not less than 50% in aggregate principal amount of all Bonds Outstanding and the Authority shall have had 60 days after receipt of such notice to correct said default or cause said default to be corrected, and shall not have corrected said default or caused said default to be corrected within the applicable period; provided, however, if said default be such that it cannot be corrected within the applicable period, it shall not constitute an Event of Default if corrective action is instituted by the Authority within the applicable period and diligently pursued until the default is corrected.

ARTICLE IX

SERIES RESOLUTIONS AND SUPPLEMENTAL RESOLUTIONS

Section 9.01. Series Resolutions and Supplemental Resolutions Effective Upon Filing. For any one or more of the following purposes and at any time or from time to time, a Series Resolution or a Supplemental Resolution may be adopted, which Resolution, upon filing with the Trustee of a copy thereof certified by an Authorized Officer, shall be fully effective in accordance with its terms:

- (a) to close this Resolution against, or provide limitations and restrictions in addition to the limitations and restrictions contained in this Resolution on, the delivery of Bonds;
- (b) to authorize Bonds of a Series or subseries and, in connection therewith, specify and determine the matters and things referred to in Section 2.02, and also any other matters and things relative to such Bonds or any Qualified Hedge Agreement which are not contrary to or inconsistent with this Resolution as theretofore in effect, or to amend,

modify or rescind any such authorization, specification or determination at any time prior to the first delivery of such Bonds;

(c) (i) to add to the covenants or agreements of the Authority in this Resolution or any Qualified Hedge Agreement other covenants or agreements to be observed by the Authority which are not contrary to or inconsistent with this Resolution as theretofore in effect or (ii) to make any change (other than a change requiring the consent of the Holders of all Outstanding Bonds pursuant to Section 9.03 hereof) which, in the opinion of the Trustee is not materially adverse to the security of the Bondholders (in providing its opinion, the Trustee may conclusively rely upon written notification from each Rating Agency that such change will not adversely affect the Rating on the Bonds);

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

(e) to surrender any right, power or privilege reserved to or conferred upon the Authority by this Resolution;

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

(g) to modify any of the provisions of this Resolution in any respect whatever, provided that (i) such modifications shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the adoption of such Series Resolution shall cease to be Outstanding and such Series Resolution or Supplemental Resolution shall be specifically referred to in the text of all Bonds of any Series delivered after the date of the adoption of such Series Resolution or Supplemental Resolution and of Bonds issued in exchange therefor or in place thereof, or (ii) such modifications shall apply only to Bonds that are subject to mandatory tender and shall take effect on the date on which such Bonds are subject to mandatory tender and are remarketed to new Bondholders;

(h) to amend in any manner for a reserve requirement for the payment of hedge payments on a Hedge Agreement relating to that Series of Bonds (and the priority of their payment in this Resolution), or the extent to which hedge payments with respect to that Series of Bonds are to be treated as Revenues;

(i) to maintain a Rating of the Bonds by a Rating Agency;

(j) to facilitate the provision of credit enhancement, liquidity facility or Hedge Agreement;

(k) to establish additional funds, accounts or subaccounts necessary or useful or to amend any provision relating to a Fund, Account or subaccount; and

(l) to make any amendment with Rating confirmation from each Rating Agency then maintaining an underlying Rating (without taking into account the effect of any credit enhancement or liquidity facility) on the Bonds, that such amendment will not, in and of itself, result in such underlying Rating (without taking into account the effect of any credit enhancement) on the Bonds following such amendment being lower than such Rating on the Bonds immediately prior to such amendment.

Section 9.02. Supplemental Resolutions Effective Upon Consent of Trustee. For any one or more of the following purposes and at any time or from time to time, a Supplemental Resolution, amending or supplementing this Resolution, may be approved and entered into by the Authority, which, upon (i) filing with the Trustee of a copy thereof certified by an Authorized Officer and (ii) filing with the Trustee and the Authority of an instrument in writing made by the Trustee consenting to such Supplemental Resolution, shall be fully effective in accordance with its terms:

(a) to cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in this Resolution; or

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

Any such Supplemental Resolution may also contain one or more of the purposes specified in Section 9.01, and in that event, the consent of the Trustee required by this Section shall be applicable only to those provisions of such Supplemental Resolution as shall contain one or more of the purposes set forth in this Section 9.02.

Section 9.03. Supplemental Resolutions Requiring Consent of Bondholders. Exclusive of Supplemental Resolutions covered by Sections 9.01 and 9.02 hereof and subject to the terms and provisions contained in this Section, and not otherwise, (a) the Holders of not less than two-thirds in aggregate principal amount of the Bonds then Outstanding at the time such consent is given and (b) in case less than all of the several Series of Bonds then Outstanding are affected by the modification or amendment, the Holders of not less than two-thirds in aggregate principal amount of the Bonds of the particular Series Outstanding affected at the time such consent is given shall have the right, from time to time, anything contained in this Resolution to the contrary notwithstanding, to consent to and approve the execution by the Authority and the Trustee of such Resolutions supplemental hereto as shall be deemed necessary and desirable by the Trustee for the purpose of modifying, altering, amending, adding to or rescinding, in any particular, any of the terms or provisions contained in this Resolution or in any Supplemental Resolution or Series Resolutions; provided, however, that, except as set forth in Section 9.04 hereof, nothing in this Section contained shall permit, or be construed as permitting, without the consent of the Holders of all Outstanding Bonds, (i) an extension of the maturity or mandatory sinking fund Redemption Date of the principal of or the time for payment of the interest on any Bond issued hereunder, provided that a Bondholder may agree to the same with respect to Bonds owned by such Bondholder, (ii) a reduction in the principal amount of any Bond or the rate of interest (except as otherwise provided in a Series Resolution), or sinking fund redemption

requirements, thereon, provided that a Bondholder may agree to the same with respect to Bonds owned by such Bondholder, (iii) a privilege or priority of any Bond or Bonds over any other Bond or Bonds, (iv) a reduction in the aggregate principal amount of the Bonds required for consent to such Supplemental Resolution, or (v) any modification of the trusts, powers, rights, obligations, duties, remedies, immunities and privileges of the Trustee without the written consent of the Trustee.

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

Section 9.04. Modifications by Unanimous Consent. Notwithstanding anything contained in the foregoing provisions of this Article, the terms and provisions of this Resolution, and the rights and obligations of the Authority and the Bondholders, in any particular way, may be modified or amended in any respect upon the execution by the Authority and filing in accordance with the provisions of this Article of a Supplemental Resolution or a Series Resolution of the Authority making such modification or amendment and the consent to such Series Resolution or Supplemental Resolution of the Holders of all of the Bonds then Outstanding, such consent to be given and proved as provided in Section 9.05, except that no notice to Bondholders, either by mailing or publication, shall be required; provided, however, that no such modification or amendment shall change or modify any of the rights or obligations of the Trustee without the Trustee's written assent thereto.

In addition, the Authority may enter into an agreement with any Bondholder restricting one or more rights of such Bondholder, including those specified in Section 9.03(i) or (ii) hereof, provided that such agreement shall affect only such Bondholder (or assigns) and such agreement shall not grant such Bondholder any rights or privileges not afforded other Bondholders.

Section 9.05. Consent of Bondholder. The Authority may at any time execute and deliver to the Trustee a Supplemental Resolution making a modification or amendment permitted by the provisions of Section 9.03 or 9.04, to take effect when and as provided in this Section. A copy of such Supplemental Resolution (or brief summary thereof or reference thereto in form approved by the Authority), together with a request to the Bondholders for their consent thereto in form satisfactory to the Trustee, shall be mailed by the Authority to the Bondholders. Such Supplemental Resolution shall not be effective unless and until, and shall take effect in accordance with its terms when, (a) there shall have been filed with the Trustee (i) the written consent of the Holders of the percentage of Outstanding Bonds specified in Section 9.03 or 9.04, as the case may be, provided that if a Bondholder has not responded to the request to consent within 60 days of the mailing thereof, such Bondholder shall be deemed to have consented, and (ii) a Counsel's Opinion stating that such Supplemental Resolution has been duly and lawfully adopted by the Authority in accordance with the provisions of this Resolution, is authorized or permitted by the provisions of this Resolution, and, when effective, will be valid and binding upon the Authority and enforceable

in accordance with its terms and (b) a notice shall have been given as hereinafter provided in this Section. Each such consent shall be effective only if executed by Bondholder as of the date such consent is given.

In connection with this Section, any such consent shall be binding upon the Holder of the Bonds giving such consent and upon any subsequent Holder of such Bonds and of any Bonds issued in exchange therefor (whether or not such subsequent Holder thereof has notice thereof), but, notwithstanding the provisions of Section 12.01, such consent may be revoked in writing by the filing with the Trustee, not later than the time when the written statement of the Trustee hereinafter in this Section provided for is filed. The fact that a consent has not been revoked may likewise be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with the Trustee.

The Authority may establish a Record Date for purposes of the solicitation of consents from the Bondholders and shall give the Trustee notice thereof.

At any time after the Holders of the required percentage of Bonds shall have filed their consents to such Supplemental Resolution, the Trustee shall make and file with the Authority a written statement that the Holders of such required percentage of Bonds have filed and given such consents and that proof of the holding of such Bonds has been examined and found sufficient by the Trustee. Such written statement shall be conclusive that such consents have been so filed and have been given. At any time thereafter notice, stating in substance that such Supplemental Resolution (which may be referred to as a Supplemental Resolution adopted by the Authority on a stated date, a copy of which is on file with the Trustee) has been consented to by the Holders of the required percentage of Bonds and will be effective as provided in this Section, shall be mailed to Bondholders. The Authority shall file with the Trustee proof of the mailing thereof. A record, consisting of the papers required or permitted by this Section to be made by or filed with the Trustee, shall be proof of the matters therein stated.

Section 9.06. Authorization to Trustee. The Trustee is authorized to accept and execute any Supplemental Resolution or Series Resolution of the Authority referred to and permitted or authorized by Section 9.01, 9.02, 9.03, 9.04 or 9.05, upon satisfaction of any requirements with respect thereto, to consent to such Resolution as provided in such Section and to make all further agreements and stipulations which may be therein contained, and the Trustee, in taking such action, shall be fully protected in relying on a Counsel's Opinion that such Supplemental Resolution or Series Resolution is authorized or permitted by the provisions of this Resolution or contains no provisions which are contrary to or inconsistent with this Resolution as theretofore in effect. The Trustee shall not be obligated to enter into any supplement or amendment that imposes additional obligations on the Trustee or adversely affects the Trustee's rights, duties or immunities hereunder.

Section 9.07. Exclusion of Bonds. Bonds owned or held by or for the account of the Authority shall be excluded and shall not be deemed Outstanding for the purpose of consent or other action or any calculation of Outstanding Bonds provided for in this Article, and the Authority shall not be entitled with respect to such Bonds to give any consent or take any other action provided for in this Article. At the time of any consent or other action under this Article, the

Authority shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, describing all Bonds so to be excluded.

Section 9.08. Notation on Bonds. Bonds delivered after the effective date of any action taken as in this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action. If the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action may be prepared and delivered, and upon demand of the Holder of any Bond then Outstanding may be exchanged, without cost to such Bondholder, for Bonds of the same designation, maturity and interest rate then Outstanding, upon surrender of such Bonds. Every Holder of any Outstanding Bond shall, however, by his purchase and retention of such Bond, be deemed to consent to be bound by every modification and amendment of this Resolution adopted in accordance with the provisions of this Article, whether or not noted or endorsed on or incorporated in such Bond.

Section 9.09. Copies of Supplemental Resolutions or Series Resolutions. The Authority shall forward a copy of any Supplemental Resolution (in substantially final form) to each Rating Agency.

ARTICLE X

DEPOSITARIES OF MONEYS AND INVESTMENT OF FUNDS

Section 10.01. Depositaries. All moneys held by the Trustee under the provisions of this Resolution shall be deposited with the Trustee or one or more Fiduciaries in trust for the Trustee. All moneys deposited under the provisions of this Resolution with the Trustee or any Fiduciary shall be held in trust and applied only in accordance with the provisions of this Resolution and any related Series Resolution, and each of the Funds and Accounts established by this Resolution shall be a trust fund for the purposes thereof. The Trustee and the Authority shall not permit the deposit of any moneys with any Fiduciary in an amount exceeding the amount insured by the FDIC, unless secured by Permitted Investments.

Section 10.02. Investment of Funds and Accounts Held by Trustee. Except as otherwise provided in this Resolution, the Authority may direct the Trustee to, and in the absence of direction the Trustee shall, invest moneys in the Funds and Accounts held by the Trustee in Permitted Investments, the maturity or Redemption Date at the option of the Bondholder of which shall not exceed the date or dates on which moneys in said Fund or Account for which the investments were made are expected to be required for the purposes provided in this Resolution and any related Series Resolution. In the absence of written investment direction from the Authority, which may be standing investment directions, moneys in the Funds and Accounts held by the Trustee will be invested in any investments which qualify as a Permitted Investment pursuant to (i), (ii) or (v) thereof. The Trustee agrees to take such actions, including but not limited to, the giving of timely notices for payment, as are required pursuant to the terms of any Permitted Investment or any guarantee related thereto.

Permitted Investments purchased as an investment of moneys in any Fund or Account held by the Trustee under the provisions of this Resolution shall be deemed at all times to be a part of such Fund or Account (and of each Series subaccount thereof). Moneys in separate Funds and Accounts may be commingled for the purpose of investment or deposit, subject to instructions from an Authorized Officer, to the extent possible in conformity with the provisions of this Section.

In computing the amount in any Fund or Account held by the Trustee under the provisions of this Resolution, Permitted Investments purchased by the Trustee or transferred by the Authority to the Trustee as an investment of moneys therein shall be valued at the Amortized Value, plus the amount of accrued interest, except that securities covered by repurchase agreements shall be valued at market price. Where market prices for Permitted Investments held by the Trustee are not readily available, the Trustee may determine the market price for such Permitted Investments in such manner as it deems reasonable.

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

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

Investments authorized to be made by the Trustee pursuant to this Article X may be made by the Trustee through its own bond or investment departments or any affiliates or subsidiaries wholly owned by the entity which wholly owns the Trustee. The Authority acknowledges that to the extent regulations of the Comptroller of the Currency or other applicable regulatory entity grant the Authority the right to receive brokerage confirmations of security transactions as they occur, the Authority specifically waives receipt of such confirmations to the extent permitted by law. The Trustee will furnish the Authority periodic cash transaction statements which include detail for all investment transactions made by the Trustee hereunder. No statement need be rendered for any fund or account if no activity occurred in such fund or account during such month. The Authority may receive brokerage confirmations at no additional cost at its written request.

ARTICLE XI

THE FIDUCIARIES

Section 11.01. Trustee and Depositaries; Appointment and Acceptance.

(a) The Authority shall appoint, as the Trustee hereunder, a bank, trust company or national banking association having trust powers, authorized by law to act as Trustee hereunder and having either (i) a combined capital and surplus of not less than

\$100,000,000 or (ii) \$750,000,000 of assets under trust, and has delivered to the Trustee a copy of this Resolution, certified by an Authorized Officer. The Trustee shall be and is hereby vested with all the property, rights, powers, immunities and duties granted, pledged and assigned to it by this Resolution, in trust for the Bondholders.

(b) The Authority may appoint Fiduciaries as Depositories of money held under the provisions of this Resolution. Each Fiduciary shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Authority and the Trustee written acceptance thereof. The Trustee may be a Depository of the Authority.

Section 11.02. Paying Agents. The Authority hereby appoints the Trustee as the Paying Agent for the Bonds and may, at any time or from time to time by a Series Resolution, appoint one or more other Paying Agents for such Bonds. Each Paying Agent shall be a bank, trust company or national banking association, having trust powers and having a capital and surplus aggregating at least \$75,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Resolution. Each Paying Agent, other than the Trustee, shall signify its acceptance of the duties and obligations imposed upon it by this Resolution by executing and delivering to the Authority and the Trustee a written acceptance thereof.

Section 11.03. Responsibilities of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the Authority, and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Resolution or any Bonds issued hereunder or in respect of the security afforded by this Resolution, and no Fiduciary shall incur any responsibility in respect thereof. No Fiduciary shall be under any responsibility or duty with respect to the issuance of the Bonds for value or the application of the proceeds thereof or the application of any moneys paid to the Authority or others in accordance with this Resolution, except the Trustee to the extent such proceeds are paid to the Trustee in its capacity as Trustee. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability, to institute or defend any action or suit in respect of this Resolution or Bonds, or to advance any of its own moneys, unless properly indemnified. No Fiduciary shall be liable in connection with the performance of its duties hereunder, except for its own negligence or willful misconduct.

The Trustee, prior to the occurrence of an Event of Default and after the curing of all Events of Default which may have occurred, undertakes to perform such duties and only such duties as are specifically set forth in this Resolution, and no implied duties shall be read into this Resolution against the Trustee. In case an Event of Default has occurred (which has not been cured or waived) the Trustee shall exercise such of the rights and powers vested in it by this Resolution, and use the same degree of care and skill in their exercise, as a prudent person would exercise or use under the circumstances in the conduct of such person's own affairs.

The Trustee may execute any of the trusts or powers hereof and perform any of its duties by or through agents, receivers or employees and shall not be answerable for the conduct of the same if appointed with due care, and shall be entitled to advice of counsel concerning all matters of trusts hereof and the duties hereunder, and may in all cases pay such reasonable compensation to all such attorneys, agents, receivers and employees as may reasonably be employed in connection with the trusts hereof. The Trustee may act upon the opinion or advice of any attorneys (who may but need not be the attorney or attorneys for the Authority) approved by the Trustee in the exercise of reasonable care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction in good faith in reliance upon such opinion or advice.

Unless a responsible officer of the corporate trust department of the Trustee shall have actual knowledge thereof, the Trustee shall not be required to take notice or be deemed to have notice of any default hereunder except defaults under Section 8.01(a) hereof unless the Trustee shall be specifically notified in writing of such default by the Authority or a court of law or by any Bondholder. All notices or other instruments required by this Resolution to be delivered to the Trustee must, in order to be effective, be delivered at the designated corporate trust office of the Trustee, and in the absence of such notice so delivered the Trustee may conclusively assume there is no default except as aforesaid.

The permissive right of the Trustee to do things enumerated in this Resolution shall not, unless otherwise provided herein, be construed as a duty and it shall not be answerable for other than its negligence or willful misconduct.

At any and all reasonable times, the Trustee and its duly authorized agents, attorneys, experts, engineers, accountants and representatives shall have the right to inspect any and all of the books, papers and records of the Authority pertaining to the receipts under the Bonds, and to duplicate such memoranda in regard thereto as may be desired.

Notwithstanding anything elsewhere in this Resolution contained, the Trustee shall have the right, but shall not be required, to demand, in respect of the authentication of any Bonds, the withdrawal of any cash, or any action whatsoever within the purview of this Resolution, any showings, certificates, opinions, appraisals or other information, or corporate action or evidence thereof, in addition to that by the terms hereof required, as a condition of such action by the Trustee deemed desirable for the purpose of establishing the right of the Authority to the authentication of any Bonds, the withdrawal of any cash, or the taking of any other action by the Trustee.

The Trustee shall not be responsible or liable for any failure or delay in the performance of its obligations under this Resolution arising out of or caused, directly or indirectly, by circumstances beyond its reasonable control, including, without limitation, acts of God; earthquakes; fire; flood; wars; acts of terrorism; civil or military disturbances; sabotage; epidemic or pandemic; riots; interruptions, loss or malfunctions of utilities, computer (hardware or software) or communications services; accidents; labor disputes; acts of civil or military authority or governmental action; it being understood that the Trustee shall use commercially reasonable efforts which are consistent with its business interruption policy and procedures to resume performance as soon as reasonably practicable under the circumstances.

The Trustee shall not be required to risk, advance or expend its own funds or otherwise incur any financial liability in performing its duties or in the exercise of any rights or powers hereunder. Under no circumstances shall the Trustee be liable in its individual capacity for the obligations evidenced by the Bonds.

Section 11.04. Funds Held in Trust. All money held by any Fiduciary, as such, at any time pursuant to the terms of this Resolution shall be and is hereby assigned, transferred and set over unto such Fiduciary in trust for the purposes and under the terms and conditions of this Resolution.

Section 11.05. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, resolution, request, consent, order, certificate, opinion, bond or other paper or document believed by it to be genuine and to have been signed or presented by the proper party or parties. Each Fiduciary may consult with counsel, who may or may not be of Counsel to the Authority, and the opinion of such counsel shall be full and complete authorization and protection in respect of any action taken or suffered by it hereunder in good faith and in accordance therewith. Whenever any Fiduciary shall deem it necessary or desirable that a fact or matter be proved or established prior to taking or suffering any action hereunder, such fact or matter (unless other evidence in respect thereof be herein specifically prescribed) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer stating the same, and such certificate shall be full warrant for any action taken or suffered in good faith under the provisions of this Resolution, but in its discretion the Fiduciary may, in lieu thereof, accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided herein, any request, order, notice or other direction required or permitted to be furnished pursuant to any provision hereof by or on behalf of the Authority to any Fiduciary shall be sufficiently executed if executed by an Authorized Officer. In the administration of the trusts of this Resolution, the Trustee may execute any of the trusts or powers hereby granted directly or through its agents, receivers or attorneys, and the Trustee may consult with counsel (who may be counsel for the Authority) and the opinion or advice of such counsel shall be full and complete authorization and protection in respect of any action taken or permitted by it hereunder in good faith and in accordance with the opinion of such counsel.

Section 11.06. Preservation and Inspection of Documents. All reports, certificates, statements and other documents received by any Fiduciary under the provisions of this Resolution shall be retained in its possession and shall be available at all reasonable times for inspection by the Authority, any other Fiduciary or any Bondholder, and their agents and their representatives, any of whom may make copies thereof, but any such reports, certificates, statements or other documents relating to any Series of Bonds (but only such reports, certificates, statements or other documents relating only to such Series of Bonds) may, at the election of such Fiduciary, be destroyed or otherwise disposed of at any time ten (10) years after such date as the ~~pledge created by this Resolution shall be discharged as provided~~ Bonds of such Series have been paid in Article VII:full.

Section 11.07. Compensation and Expenses. Each Fiduciary shall be entitled to, from time to time, reasonable compensation for services rendered by it hereunder and also reimbursement for all its reasonable expenses, charges, legal fees and other disbursements and

those of its attorneys, agents and employees, incurred in and about the performance of its powers and duties hereunder. ~~In an Event of Default hereunder, but only upon an Event of Default, each~~Each Fiduciary shall have a lien for its compensation and expenses on any and all funds at any time held by it hereunder in the priority set forth in Section 8.05.

To the extent permitted by law the Authority shall indemnify and save each Fiduciary harmless against any losses, liabilities, damages, costs or expenses (except for ordinary fees and ordinary expenses as covered in this Section 11.07) which it may incur in the exercise and performance of its powers and duties hereunder and which are not due to its negligence or willful misconduct. The obligations of the Authority under this section shall survive the termination of this Resolution and any resignation or removal of the Trustee.

Section 11.08. Certain Permitted Acts. To the extent permitted by law, any Fiduciary may become the Holder of or may deal in Bonds or transact other bank or trust business with the Authority as fully and with the same rights it would have if it were not a Fiduciary. To the extent permitted by law, any Fiduciary may act as Depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Bondholders or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Resolution, whether or not any such committee shall represent the Holders of a majority in principal amount of the Bonds Outstanding.

Section 11.09. Resignation of Fiduciary. A Fiduciary, or any successor thereof, may at any time resign and be discharged of its duties and obligations created by this Resolution by giving not less than 60 days' written notice to the Authority and delivering notice thereof to the Bondholders, specifying the date when such resignation shall take effect. Such resignation shall take effect upon the day specified in such notice, but only if a successor has been appointed to succeed such Fiduciary, unless prior to the date specified in such notice a successor shall have been appointed by the Authority or Bondholders as herein provided, in which event such resignation shall take effect immediately on the appointment of such successor. Notwithstanding the above, the resignation or removal of the Trustee shall not be effective unless a successor Trustee has been appointed and has accepted the duties of the Trustee.

Section 11.10. Removal. A Fiduciary, or any successor thereof, may be removed at any time by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, or by the Authority (if the Authority is not in default hereunder), by, in the case of removal by the Bondholders, an instrument or concurrent instruments in writing signed and duly acknowledged by such Bondholders or by their attorneys duly authorized in writing and delivered to the Authority and by, in the case of removal by the Authority, notice thereof to the Trustee. Copies of each such instrument shall be delivered by the Authority to each Fiduciary and any successor thereof. Notwithstanding the above, the resignation or removal of the Trustee shall not be effective unless a successor Trustee has been appointed and has accepted the duties of the Trustee.

Section 11.11. Appointment of Successor Fiduciary. In case at any time a Fiduciary, or any successor thereof, shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent or if a receiver, liquidator or conservator of such

Fiduciary or of its property shall be appointed or if any public office or officer shall take charge or control of such Fiduciary or of its property or affairs, a successor may be appointed by the Authority or by the Holders of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the Authority, by an instrument or concurrent instruments in writing signed by such Bondholders or their attorneys duly authorized in writing and delivered to such successor Fiduciary, notification thereof being given to the Authority, the predecessor Fiduciary and any other Fiduciaries. Pending such appointment, the Authority shall forthwith appoint a Fiduciary to fill such vacancy until a successor Fiduciary shall be appointed by Bondholders as herein authorized. The Authority shall deliver notice to the Bondholders of any such appointment within 20 days after such appointment and shall give notice of such appointment to each Rating Agency. Any successor Fiduciary appointed by the Authority shall, immediately and without further act, be superseded by a Fiduciary appointed by Bondholders. If in a proper case no appointment of a successor Fiduciary shall be made pursuant to the foregoing provisions of this Section within 45 days after the Fiduciary shall have given to the Authority written notice as provided in Section 11.09 or after notice received pursuant to Section 11.10 or after the occurrence of any other event requiring or authorizing such appointment, the Fiduciary or any other Fiduciary or any Bondholder may apply to any court of competent jurisdiction to appoint a successor. Said court may thereupon, after such notice, if any, as said court may deem proper and prescribe, appoint such successor Fiduciary. Any Fiduciary appointed under the provisions of this Section shall have the qualifications prescribed for its predecessor in Section 11.01 or Section 11.02.

Section 11.12. Transfer of Rights and Property to Successor Fiduciary. Any successor Fiduciary appointed hereunder shall execute, acknowledge and deliver to its predecessor Fiduciary, and also to the Authority, an instrument accepting such appointment, and thereupon such successor Fiduciary, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Fiduciary, with like effect as if named herein as such Fiduciary, but the Fiduciary ceasing to act shall, nevertheless, on the written request of the Authority or of the Successor Fiduciary, execute, acknowledge and deliver such instruments of conveyance and further assurance and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Fiduciary all the right, title and interest of the predecessor Fiduciary in and to any property held by it under this Resolution and shall pay over, assign and deliver to the successor Fiduciary any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument in writing from the Authority be required by such successor Fiduciary for more fully and certainly vesting in and confirming to such successor Fiduciary any such moneys, estates, properties, rights, powers and duties, any and all such deeds, conveyances and instruments in writing shall, on request, and so far as may be authorized by law, be executed, acknowledged and delivered by the Authority. Any such successor Fiduciary shall promptly notify the other Fiduciaries of its appointment as such Fiduciary.

Section 11.13. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which such Fiduciary may sell or transfer all or substantially all of its corporate trust business, provided MaineHousing shall be given notice thereof and such company shall be a financial institution

which is qualified to be a successor to such Fiduciary under Section 11.01 or Section 11.02 and shall be authorized by law to perform all the duties imposed upon it by this Resolution, shall be the successor to such Fiduciary without the execution or filing of any paper or the performance of any further act.

Section 11.14. Adoption of Authentication. In case any of the Bonds shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated, and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in the name of the successor Trustee, and in all such cases such certificate shall have the full force which it is anywhere in said Bonds or in this Resolution or any Series Resolution, as applicable, provided that the certificate of authentication of the Trustee shall have.

Section 11.15. Evidence of Signatures of Bondholders and Ownership of Bonds.

(a) Any request, consent or other instrument which this Resolution or any Supplemental Resolution or Series Resolution, as applicable, may require or permit to be signed and executed by the Bondholders of the applicable Series may be in one or more instruments of similar tenor, and shall be signed or executed by such Bondholders of the applicable Series in person or by their attorneys appointed in writing. Proof of (i) the execution of any such instrument, or of an instrument appointing any such attorney, or (ii) the ownership by any person of the Bonds of the applicable Series shall be sufficient for any purpose of this Resolution (except as otherwise herein expressly provided) or any Supplemental Resolution or Series Resolution, as applicable, if made in the following manner, but the Trustee may nevertheless in its sole discretion require further or other proof in cases where it deems the same desirable. The fact and date of the execution by any Bondholder or such Bondholder's attorney of such instrument may be proved by the certificate, which need not be acknowledged or verified, of an officer of a bank or trust company, financial institution or other member of the National Association of Securities Dealers, Inc. satisfactory to the Trustee or of any notary public or other officer authorized to take acknowledgements of deeds to be recorded in the state in which such person purports to act, that the person signing such request or other instrument acknowledged to him the execution thereof, or by an affidavit of a witness of such execution, duly sworn to before such notary public or other officer. The authority of the person or persons executing any such instrument on behalf of a corporate Bondholder may be established without further proof if such instrument is signed by a person purporting to be the president or vice president of such corporation with a corporate seal affixed and attested by a person purporting to be its secretary or an assistant secretary.

(b) The ownership of Bonds and the amount, numbers and other identification, and date of holding the same shall be proved by the registry books.

(c) Any request, consent or vote of the Holder of any Bond shall bind all future Holders of such Bonds in respect of anything done or suffered to be done by the Authority or the Trustee or any Paying Agent in accordance therewith.

Section 11.16. Preservation and Inspection of Documents; Reports.

(a) All notices, account statements and agreements received by the Trustee under the provisions of this Resolution or any Series Resolution relating to each Series of Bonds shall be retained in its possession until ten (10) years after all the Bonds issued of such Series hereunder shall have been paid in full, or such shorter time as shall be agreed to by a written direction of the Authority, and shall be subject at all reasonable times to the inspection of the Authority in either hardcopy or electronic form.

(b) The Trustee shall, on such date or dates as shall be identified in a Series Resolution or otherwise identified by the Authority, file with the Authority such reports containing such information which the Authority may reasonably request and to which the Trustee has access in the ordinary course of its operations, which may include, without limitation:

(i) the amount withdrawn or transferred by it and the amount deposited within or on account of each Fund and Account held by it under the provisions of this Resolution or a Series Resolution, including the amount of investment income on deposit in each Fund and Account;

(ii) the amount on deposit with it at the end of such month to the credit of each Fund and Account;

(iii) a brief description of all Bonds held by it as an investment of moneys in each such Fund and Account; and

(iv) the amount applied to the purchase or redemption of Bonds and a description of the Bonds or portions of Bonds so purchased or redeemed.

Section 11.17. Patriot Act Requirements of the Trustee. To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. For a non-individual person such as a business entity, a charity, a trust, or other legal entity, the Trustee may request documentation to verify its formation and existence as a legal entity. The Trustee may also request financial statements, licenses, identification and authorization documents from individuals claiming authority to represent the entity or other relevant documentation.

ARTICLE XII

MISCELLANEOUS

Section 12.01. Consents, etc. of Bondholders. Any consent, request, direction, approval, objection or other instrument required by this Resolution to be signed and executed by the Bondholders (other than an assignment of a Bond) may be in any number of concurrent writings of similar tenor and may be signed or executed by such Bondholders in person or by agent appointed in writing. Proof of the execution of any such consent, request, direction, approval,

objection or other instrument or of the writing appointing any such agent and of the ownership of Bonds, if made in the following manner, shall be sufficient for any of the purposes of this Resolution, and shall be conclusive in favor of the Trustee and any Paying Agent with regard to any action taken by it under such request or other instrument, namely:

(a) The fact and date of the execution by any person of any such writing may be proved by the certificate of any officer in any jurisdiction who by law has power to take acknowledgments within such jurisdiction that the person signing such writing acknowledged before him the execution thereof, or by an affidavit of any witness to such execution.

(b) The fact of ownership of Bonds and the amount or amounts, numbers and other identification of Bonds, and the date of holding the same shall be proved by the registration books of the Authority maintained by the Trustee pursuant to this Resolution.

Section 12.02. Limitation of Rights. With the exception of rights herein expressly conferred, nothing expressed or mentioned in or to be implied from this Resolution, any Supplemental Resolution or Series Resolution or the Bonds is intended or shall be construed to give to any person other than the Authority, the Fiduciaries and the Bondholders, any legal or equitable right, remedy or claim under or in respect to this Resolution or any Supplemental Resolution or Series Resolution or any covenants, conditions and provisions herein contained; this Resolution, all Supplemental Resolutions and Series Resolutions and all of the covenants, conditions and provisions hereof being intended to be and being for the sole and exclusive benefit of the Authority, the Fiduciaries and the Bondholders as herein provided.

Section 12.03. Notices to Rating Agency. Except as otherwise provided in a Series Resolution, and if the Bonds are then rated by a Rating Agency, the Authority shall furnish to the applicable Rating Agency notice to the Notice Address of the Rating Agency of (i) any optional redemption, defeasance or acceleration of the Bonds, (ii) any Supplemental Resolution, (iii) any material changes to this Resolution, or (iv) the appointment of a successor Trustee. At the request of a Rating Agency, the Authority or the Trustee, as applicable, shall also furnish any information reasonably required by the Rating Agency for the purpose of maintaining the Rating on the Bonds.

Section 12.04. Notice; Electronic Communications. Any notice, direction or other communication given hereunder from the Authority to the Trustee or any Paying Agent or from the Trustee or any Paying Agent to the Authority shall be given to the Notice Address of the recipient, or upon the approval of the Bondholder from the Authority or the Trustee or any Paying Agent to such Bondholder at such address given by the Bondholder in writing to the sender, and may be given by sending it via e-mail or other electronic means in lieu of regular mail, and shall continue in effect for such time as specified therein. In the case of e-mail or other electronic means, valid notice shall only have been deemed to have been given when an electronic confirmation of delivery has been obtained by the sender at the e-mail or other electronic address provided by each party, as updated from time to time. Any e-mail communication shall be deemed to have been validly and effectively given on the date of such communication, if such date is a Business Day and such delivery was made prior to 4:00 p.m., Eastern Standard Time or Eastern Daylight Savings Time, as may then be in effect, and otherwise on the next Business Day. Any communication sent

to Trustee must be in the form of a document that is signed manually or by any form of electronic signature (including but not limited to a digital signature provided by a digital signature provider specified in writing to Trustee by an Authorized Officer of Authority) which communication with an electronic signature shall be considered a written direction.

Section 12.05. Severability. If any provision of this Resolution or any Supplemental Resolution or Series Resolution shall be held or deemed to be or shall, in fact, be illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein or therein contained or render the same invalid, inoperative or unenforceable to any extent whatever.

Section 12.06. Payments Due on Saturdays, Sundays and Holidays. In any case where the date of maturity of interest on Payments Due on Saturdays, Sundays and Holidays or principal of, or the date fixed for redemption of, any Bond shall not be a Business Day, then payment of interest or principal may be made on the succeeding Business Day with the same force and effect as if made on the date of maturity or the date fixed for redemption.

Section 12.07. Applicable Provisions of Law. This Resolution and each Supplemental Resolution and Series Resolution shall be governed by and construed in accordance with the laws of the State regardless of any conflict of interest principles.

Section 12.08. No Recourse on Bonds. No recourse shall be had for the payment of the principal of, premium, if any, or the interest on the Bonds or for any claim based thereon or on this Resolution or any Supplemental Resolution or Series Resolution against any member or officer of the Authority or any person executing the Bonds.

Section 12.09. Maximum Interest Rate. In no event shall the interest rate for the Bonds exceed the maximum rate permitted by applicable law.

Section 12.10. Effective Date. This Resolution shall take effect upon its adoption.

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MAINE STATE HOUSING AUTHORITY
HOUSING INVESTMENT PROGRAM

SERIES RESOLUTION

Authorizing the Issuance of
General Housing Investment Revenue Bonds
of
Maine State Housing Authority

Adopted May 19, 2026

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**SERIES RESOLUTION AUTHORIZING THE ISSUANCE OF
GENERAL HOUSING INVESTMENT REVENUE BONDS
OF MAINE STATE HOUSING AUTHORITY**

BE IT RESOLVED BY THE COMMISSIONERS OF MAINE STATE HOUSING AUTHORITY (“MaineHousing”) on May 19, 2026 that, pursuant to the General Housing Investment Revenue Bond Resolution adopted on May 19, 2026 (the “Resolution”), this Series Resolution (this “Series Resolution”) is adopted as follows:

ARTICLE I

DEFINITIONS AND AUTHORITY

Section 101. Definitions.

(a) Except as provided in paragraph (b) of this Section, all defined terms contained in the Resolution shall have the same meanings in this Series Resolution as such defined terms are given in Section 101 of the Resolution, unless the context shall otherwise require.

(b) As used in this Series Resolution, unless the context shall otherwise require, the following terms shall have the following respective meanings:

“*Authorized Officer*” means the Director, Senior Director of Finance and Lending, Treasurer or any Counsel of MaineHousing.

“*Beneficial Owner*” means, whenever used with respect to a Bond, the person in whose name such Bond is recorded as the beneficial owner of such Bond by a Participant on the records of such Participant or such person’s subrogee.

“*Bonds*” means the Bonds of MaineHousing of any Series authorized under this Series Resolution, whether Serial Bonds or Term Bonds. Subseries of any Series of the Bonds may be further designated as described in the applicable Series Certificate.

“*Code*” means the Internal Revenue Code of 1986, as amended, and the rules and regulations promulgated thereunder.

“*DTC*” means The Depository Trust Company, a limited-purpose trust company organized under the laws of the State of New York, and its successors and assigns.

“*Participants*” means those broker-dealers, banks and other financial institutions for which DTC holds a Series of Bonds as securities depository.

“*Rule*” means the applicable provisions of Rule 15c2-12 promulgated by the SEC under the Securities Exchange Act of 1934, as amended (17 C.F.R. Part 240, § 240.15c2-12), as in effect on the date hereof or scheduled to become effective, including any official interpretations thereof.

“*Serial Bond*” means any of the Bonds of a Series described as such in the applicable Series Certificate.

“*Series*” means a Series of Bonds, as applicable.

“*Series Certificate*” means the applicable Series Certificate for a Series of Bonds delivered on or prior to the date of delivery of the Bonds of such Series. An Authorized Officer or any authorized representative thereof is hereby authorized to execute any such Series Certificate for the purpose of determining certain matters with respect to such Series of Bonds subject to and in compliance with all applicable requirements of the Resolution and this Series Resolution. Any such Series Certificate upon execution is hereby incorporated by reference and made a part of this Series Resolution as if set forth herein at length.

“*Series Loans*” means the applicable Loans, if any, acquired or made with proceeds of a Series of Bonds, as applicable.

“*Taxable Series*” means any Series of Bonds that are not Bonds of a Tax Exempt Series.

“*Tax Exempt Series*” means any Series of Bonds the interest on which is not included in gross income for federal income tax purposes pursuant to applicable federal tax law.

“*Term Bond*” means any of the Bonds of a Series described as such in the applicable Series Certificate.

(c) Articles and sections referred to by number shall mean the articles and sections of this Series Resolution unless the context shall otherwise require.

Section 102. Authority for This Series Resolution. This Series Resolution is adopted pursuant to the provisions of the Act and the Resolution.

ARTICLE II

AUTHORIZATION, TERMS, ISSUANCE, SALE AND DELIVERY

Section 201. Authorization, Principal Amount, Designation and Series. In order to provide funds necessary for the Housing Investment Program under the Resolution, in accordance with and subject to the terms, conditions and limitations established in the Resolution and this Series Resolution, one or more Series of Bonds, whether of a Taxable Series or a Tax Exempt Series, or a combination thereof, are hereby authorized to be issued for a period commencing on the date hereof and ending on February 27, 2027, in an aggregate principal amount not to exceed \$100,000,000 and with the maximum interest rate payable in any year on any Bond of any such Tax Exempt Series not to exceed 8%, provided that any Tax Exempt Series which bears interest at a Variable Interest Rate shall not exceed 12% payable in any year, and with the maximum interest rate on any Bond of any such Taxable Series not to exceed 9% payable in any year, provided that any Taxable Series which bears interest at a Variable Interest Rate shall not exceed

12% payable in any year. Provided that the aggregate amount thereof does not exceed the amount set forth in the previous sentence, subseries of any Series of the Bonds may be designated in the amounts as may be set forth in the applicable Series Certificate. MaineHousing is of the opinion and hereby determines that the issuance of each such Series of Bonds as provided herein, not to exceed such foregoing amount, is necessary to provide sufficient funds to be used and expended for the Housing Investment Program. Each Bond of each such Series of Bonds shall be entitled “General Housing Investment Revenue Bond, ____ Series ____” with applicable Series designation(s) to be made in the applicable Series Certificate. The Bonds shall be issued only in fully registered form.

Section 202. Purposes. The purposes for which the Series of Bonds are being issued shall be one or more of those specified in the Act and the Resolution, and shall be set forth in the applicable Series Certificate to the extent and subject to the limitations and in the amount provided in such Series Certificate. A purpose may include reimbursement of MaineHousing for the expenditure of its funds to finance Loans not previously allocable to Bonds pursuant to the Code, or any related costs of issuance thereof, and in connection therewith MaineHousing hereby declares, pursuant to Section 1.150-2 of the Code Regulations, its intention to issue Bonds to reimburse such expenditures in an amount not exceeding 50% of the principal amount of Bonds authorized by Section 201, subject to such additional amounts as may be declared pursuant to Section 502 hereof.

Section 203. Date. The Bonds of a Series shall be dated as shall be set forth in the applicable Series Certificate and as otherwise provided in Section 3.01 of the Resolution.

Section 204. The Bonds. The Bonds of a Series shall mature on October 15 or April 15 in each of the years and in the principal amounts and shall bear interest from their dated date and be payable on the dates and at the respective rates of interest per annum (provided that the maximum interest rate on Bonds of such Series shall not exceed that set forth in Section 201 hereof), all as set forth in the applicable Series Certificate.

Sinking Fund Installments for the Term Bonds of a Series, if any, shall be established as set forth in the applicable Series Certificate. Such Sinking Fund Installments shall become due, and shall be applied to the redemption or payment at maturity of such Term Bonds, on the dates and in the respective amounts as set forth in the applicable Series Certificate.

Section 205. Denominations, Numbers and Letters. The Bonds shall be issued only in fully registered form without coupons, in the denomination of \$5,000 principal amount at maturity (or such other denomination as determined by MaineHousing in the applicable Series Certificate), or any integral multiple thereof, not exceeding the aggregate principal amount of Bonds maturing in the year of maturity of the Bond for which the denomination is to be specified, and shall be lettered as designated in the applicable Series Certificate. The letters shall be followed by the subseries designation, if any, and the number of the Bond. The Bonds of a Series (and subseries, if applicable) shall be numbered consecutively from one upward. The Bonds may be initially issued to DTC, as registered owner of such Bonds holding such Bonds on behalf of the Beneficial Owners thereof, as provided in the applicable Series Certificate.

Section 206. CUSIP Numbers. MaineHousing is hereby authorized, in its discretion, to provide for the assignment of CUSIP numbers for the Bonds and to have such CUSIP numbers printed thereon.

Section 207. Trustee; Paying Agent. U.S. Bank Trust Company, National Association, Boston, Massachusetts, is hereby appointed the Trustee and the Paying Agent for the Bonds, subject to Section 11.01 and Section 11.02 of the Resolution.

Section 208. Redemption. The Bonds of a Series shall be subject to redemption as set forth in the applicable Series Certificate.

Section 209. Moneys Deposited in Connection With a Reduction in the Housing Reserve Fund Maximum Requirement. In the case of any purchase, redemption, in whole or in part, or payment of principal at maturity of the Bonds of a Series, an amount equal to the amount by which the amount in the Housing Reserve Fund exceeds the Housing Reserve Fund Maximum Requirement, after giving effect to such purchase, redemption or payment, may, upon the direction of MaineHousing, be deposited in the Revenue Fund or such other Fund or Account as may be designated by an Authorized Officer.

Section 210. Moneys Deposited to Credit of Redemption Account of Revenue Fund. Moneys in an amount sufficient to effect payment at the applicable Redemption Price of any bonds to be refunded with proceeds of the Bonds shall be deposited in the Redemption Account and in no other Fund or Account.

Section 211. Selection of Bonds by Lot. If less than all of the Bonds of a like Series and maturity are to be redeemed, the particular Bonds of such Series and maturity to be redeemed shall be selected by lot in accordance with the Resolution.

Section 212. Sale of Bonds. A Series of Bonds authorized to be issued herein shall be sold to the underwriters (the "Underwriters") and/or private placement purchasers as shall be set forth in the purchase contract entered into with respect to such Bonds at the purchase price set forth therein on the terms and conditions set forth in the purchase contract upon the basis of the representations therein set forth, provided that the total compensation to the Underwriters set forth therein shall not exceed 2% of the principal amount of the applicable Bonds. Any Authorized Officer is hereby authorized to execute and deliver such purchase contract for and on behalf of MaineHousing, and such execution and delivery of the purchase contract by an Authorized Officer shall be deemed to constitute approval by the Commissioners of MaineHousing of the final terms and conditions of such purchase contract.

The check or wire, if any, received by MaineHousing from the Underwriters under the terms of a purchase contract being the good faith deposit shall be held and applied in accordance with the provisions of such purchase contract.

Section 213. Official Statement. Each Preliminary Official Statement and final Official Statement of MaineHousing in the respective forms to be attached to (or incorporated by reference into) the applicable Series Certificate, with such changes, omissions, insertions and revisions as an Authorized Officer may deem advisable, is hereby authorized, and an Authorized Officer shall sign and deliver such final Official Statement and the applicable Series Certificate, and deliver this

Series Resolution, the Resolution and the Bondholder Reserve Fund Resolution, to the applicable Underwriters for distribution to prospective purchasers and other interested persons.

Section 214. Tax Certifications. Each Authorized Officer is hereby authorized to execute a tax certificate to be delivered concurrently with the delivery of a Tax Exempt Series of Bonds and to make such covenants in the applicable Series Certificate and such tax certificate as are necessary to comply with the requirements of the Code.

ARTICLE III

DISPOSITION OF BOND PROCEEDS AND OTHER AMOUNTS

Section 301. Deposit to Funds and Accounts. Proceeds of a Series of Bonds shall be deposited in the amounts and into the Funds and Accounts as set forth in the applicable Series Certificate; provided, however, that notwithstanding any other provision of this Series Resolution, upon receipt of proceeds of the sale of the Bonds of a Series, there shall be deposited in the Housing Reserve Fund such amount as shall be necessary in order that upon issuance, sale and delivery of such Bonds the amount in the Housing Reserve Fund shall be at least equal to the Housing Reserve Fund Maximum Requirement.

Section 302. Redemption Account. MaineHousing hereby authorizes any Authorized Officer to execute and deliver such certificates and instruments, if any, as may be necessary to comply with the provisions of Section 2.03 of the Resolution and to effect the redemption of any Bonds to be redeemed by application of any moneys received in connection with the Bonds of a Series.

ARTICLE IV

FORM AND EXECUTION OF BONDS

Section 401. Forms of Bonds. Subject to the provisions of the Resolution, the Bonds of a Series and the Trustee's Certificate of Authentication shall be in substantially the forms and tenor set forth in the applicable Series Certificate.

Section 402. No Recourse on Bonds. No recourse shall be had for the payment of the principal of or interest on the Bonds or for any claim based thereon or on this Series Resolution against any commissioner, member, officer or employee of MaineHousing or any person executing the Bonds, and neither the commissioners, members, officers or employees of MaineHousing nor any person executing the Bonds of MaineHousing shall be liable personally on the Bonds by reason of the issuance thereof.

Section 403. Execution of Bonds. The Treasurer or any Counsel is hereby authorized and directed to attest the execution of the Bonds in accordance with the provisions of the Resolution.

ARTICLE V

SPECIAL COVENANTS

Section 501. Transfer of Proceeds of the Bonds. Subject to the provisions of Section 5.02 of the Resolution, MaineHousing at any time may deliver to the Trustee, a certificate of an Authorized Officer directing the Trustee to transfer from the applicable Series Account or Subaccount to the applicable Series Account established in the Redemption Account any amounts that MaineHousing determines will not be used for the purchase or making of applicable Series Loans.

Moneys transferred pursuant to this Section 501 shall be held in trust pursuant to the Resolution for the redemption of such Bonds in accordance with the applicable provisions of the applicable Series Certificate.

Section 502. Loans. Subject to the provisions of the Resolution, this Series Resolution and the Code, MaineHousing hereby (i) directs the Director, Senior Director of Finance and Lending or Treasurer to establish the interest rate or rates on the Loans to be acquired or made from the proceeds of the Bonds as he or she shall deem advisable, and (ii) authorizes the execution and delivery by any Authorized Officer of loan or loan purchase agreements, loan servicing agreements, procedural guide, program documents and such other agreements or documents as may be necessary or desirable to make or purchase a Loan.

Section 503. Additional Authorizations. Any Authorized Officer may make modifications to this Series Resolution (as evidenced by a certificate), if deemed advisable, with respect to the terms of the Bonds and other matters (including to assure the tax-exempt status of the interest on the Bonds of a Tax Exempt Series). All Commissioners of MaineHousing, each Authorized Officer, and all employees of MaineHousing, are hereby authorized to make such additional determinations (including declarations of intent to use proceeds of Bonds to reimburse MaineHousing to the extent it has financed Loans with moneys which are not Bond proceeds under the Code), perform such acts and execute such certificates, protocols and other documents as may be necessary or desirable to carry out the issuance of the Bonds, during the period commencing on the date hereof and ending on February 28, 2027, to enter into new Hedge Agreements in a notional amount not exceeding \$50,000,000 and to modify, novate or replace existing Qualified Hedge Agreements in notional amounts not exceeding the notional amount of the Qualified Hedge Agreements being modified, novated or replaced (all in accordance with the Guidelines for the Use of Interest Rate Exchange Agreements as then in effect, and provided that the total notional amount of Qualified Hedge Agreements outstanding may not exceed the principal amount of outstanding Bonds bearing a variable interest rate), to enter into, modify or replace Liquidity Agreements (including without limitation standby bond purchase agreements), or to modify any other obligation (including Bonds) to assure the tax-exempt status of the interest on the Bonds of a Tax Exempt Series.

Section 504. Continuing Disclosure Covenant. Any Authorized Officer is authorized to enter into an agreement in which MaineHousing hereby agrees to comply with the provisions of SEC Rule 15c2-12, in substantially the form of that certain Master Continuing Disclosure

Agreement 2019, dated as of May 15, 2019, by and between MaineHousing and the Trustee, as currently in effect or as hereafter may be amended.

Section 505. Effective Date. This Series Resolution shall take effect upon adoption by the Commissioners of MaineHousing.

Maine State Housing Authority

Mortgage Purchase Program (MPP) Results and Trends For The Year 2025



MaineHousing
MAINE STATE HOUSING AUTHORITY

Maine State Housing Authority

Balance Sheets

December 31, 2025

(IN THOUSANDS OF DOLLARS)

	Moody's S&P		Aa1 AA+						
	Memorandum Only Combined Totals		Mortgage Purchase Fund Group	Bondholder Reserve Fund	General Fund	HOME Fund	Federal Programs Fund	Other Funds	Maine Energy Housing & Economic Recovery Funds
	2024	2025							
ASSETS:									
Cash, principally time deposits	114,393	97,480	38,626	0	49,873	0	8,981	0	0
Investments	770,691	752,348	611,057	7,404	20,429	10,481	0	89,706	13,271
Accounts receivable - Government	9,805	9,766	0	0	0	2,379	7,110	277	0
Accrued interest and other assets	12,159	14,782	13,948	13	174	131	338	117	61
Mortgage notes receivable, net	2,040,383	2,377,189	2,255,376	1,651	4,654	70,381	0	0	45,127
Land, equipment and improvements, net	17,113	16,031	22	0	16,009	0	0	0	0
Other real estate owned	0	364	364	0	0	0	0	0	0
Derivative instrument - interest rate swaps	19,631	13,740	13,740	0	0	0	0	0	0
Deferred pension expense	906	811	441	3	92	0	0	275	0
Deferred amount on debt refundings	1,737	1,537	1,537	0	0	0	0	0	0
Deferred Grant Expense	0	1,439	0	0	0	1,439	0	0	0
Total Assets	2,986,818	3,285,487	2,935,111	9,071	91,231	84,811	16,429	90,375	58,459
LIABILITIES AND NET ASSETS:									
Accrued interest payable	10,044	11,972	11,917	0	0	0	0	0	55
Excess arbitrage to be rebated	1,939	3,207	3,207	0	0	0	0	0	0
Accounts payable - Government	374	3,497	0	0	0	0	3,497	0	0
Accounts payable & accrued liabilities	43,620	20,368	405	0	14,601	1,643	2,772	947	0
Unearned income	95,839	106,402	0	0	0	0	1,709	104,693	0
Net pension liability	2,240	1,550	844	5	174	0	0	527	0
Deferred pension credit	387	551	300	2	62	0	0	187	0
Accumulated increase in fair value of hedging derivatives	19,631	13,740	13,740	0	0	0	0	0	0
Interfund	0	0	4,105	24	17,834	(5,034)	1,293	(18,225)	3
Mortgage bonds and notes payable, net	2,336,786	2,615,653	2,558,996	0	12,293	0	0	0	44,364
Deferred grant income	117	0	0	0	0	0	0	0	0
Deferred loan origination points	12	12	12	0	0	0	0	0	0
Total Liabilities	2,510,989	2,776,952	2,593,526	31	44,964	(3,391)	9,271	88,129	44,422
NET ASSETS:									
Restricted Net Assets	431,253	462,268	341,585	9,040	0	88,202	7,158	2,246	14,037
Unrestricted Net Assets	44,576	46,267	0	0	46,267	0	0	0	0
Total Net Assets	475,829	508,535	341,585	9,040	46,267	88,202	7,158	2,246	14,037
Total Liabilities and Net Assets	2,986,818	3,285,487	2,935,111	9,071	91,231	84,811	16,429	90,375	58,459

Mortgage Purchase Fund Group

Statement of Revenues, Expenses & Changes In Net Assets

December 31, 2025

(IN THOUSANDS OF DOLLARS)

	Moody's S&P		Aa1 AA+		Bondholder Reserve Fund	General Fund	HOME Fund	Federal Programs Fund	Other Funds	Maine Energy Housing & Economic Recovery Funds
	Memorandum Only Combined Totals		Mortgage Purchase Fund Group							
	2024	2025								
REVENUES:										
Interest from mortgages and notes	78,645	95,332	94,792	88	240	168	0	0	44	
Income from investments	32,652	31,239	25,977	297	829	889	30	2,559	658	
Net increase (decrease) in the fair value of investments	(2,507)	6,920	6,920	0	0	0	0	0	0	
Fee income	17,057	20,720	4,636	0	1,837	0	13,849	398	0	
Other revenue	629	223	52	0	89	68	14	0	0	
Grant income	123,050	97,861	0	0	0	3,570	53,580	40,711	0	
Income from State	29,006	24,032	0	0	0	19,715	0	0	4,317	
Federal rent subsidy income	131,328	141,287	0	0	0	0	141,287	0	0	
Gain on bond redemption	76	0	0	0	0	0	0	0	0	
Total Revenues	409,936	417,614	132,377	385	2,995	24,410	208,760	43,668	5,019	
EXPENSES:										
Operating expenses	24,051	26,415	0	0	26,415	0	0	0	0	
Other program administrative expenses	8,937	11,273	9,284	0	665	0	961	360	3	
Mortgage servicing fees	2,038	2,304	2,296	0	8	0	0	0	0	
Provision for losses on loans	8	185	0	0	0	185	0	0	0	
Losses on foreclosed real estate	0	50	50	0	0	0	0	0	0	
Interest expense	67,418	82,701	81,736	0	0	0	0	0	965	
Grant expense	150,329	119,635	0	0	0	24,190	53,591	40,788	1,066	
Federal rent subsidy expense	131,220	140,911	0	0	0	0	140,911	0	0	
Loss on bond redemption	0	166	166	0	0	0	0	0	0	
Excess arbitrage	1,289	1,268	1,268	0	0	0	0	0	0	
Allocated operating costs	0	0	14,458	85	(23,532)	0	8,862	127	0	
Total Expenses	385,290	384,908	109,258	85	3,556	24,375	204,325	41,275	2,034	
Net Operating Income (Loss)	24,646	32,706	23,119	300	(561)	35	4,435	2,393	2,985	
Transfers between funds, net	0	0	28	0	2,252	(34)	(2,299)	53	0	
Change in net assets	24,646	32,706	23,147	300	1,691	1	2,136	2,446	2,985	
Net assets at beginning of year	451,183	475,829	318,438	8,740	44,576	88,201	5,022	(200)	11,052	
Net assets at end of period	475,829	508,535	341,585	9,040	46,267	88,202	7,158	2,246	14,037	

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2025 Activity in the Mortgage Purchase Program (MPP)

I. Bond Issuance

<u>Issue</u>	<u>Type</u>	<u>Closing Date</u>	<u>Amount (000's)</u>
2025 Series A	SF	3/26	\$ 60,000
2025 Series B	SF	7/2	73,605
2025 Series C	MF	9/11	125,000
2025 Series D	SF	7/11	117,730
2025 Series E	MF	12/30	70,000
		Total	<u>\$ 446,335</u>

II. Mortgages Purchased in 2025

			<u>\$(000's)</u>
Single Family	1,274 Loans		\$ 321,185
Multi-Family	44 Projects		<u>182,061</u>
			<u>\$ 503,246</u>



Mortgage Purchase Program Bond Resolution (MPP)

AS OF DECEMBER 31, 2025

I. OVERVIEW OF MPP

- Adopted by Commissioners in September 1972.
- Backed by moral obligation of State of Maine.
- Closed indentures. All assets pledged until all bonds are retired.
- Parity resolution. New bonds are equally secured with prior bonds and future bonds.

II. MORTGAGE AND NON-MORTGAGE INVESTMENT REQUIREMENTS

- All mortgages are required to be first liens.
- Permitted investments are direct obligations of or obligations guaranteed by the United States of America, certain Federal agencies, and the State of Maine. Repurchase agreements and investment agreements are allowed if permitted investments are delivered to MaineHousing's trustee and held in MaineHousing's name as security.

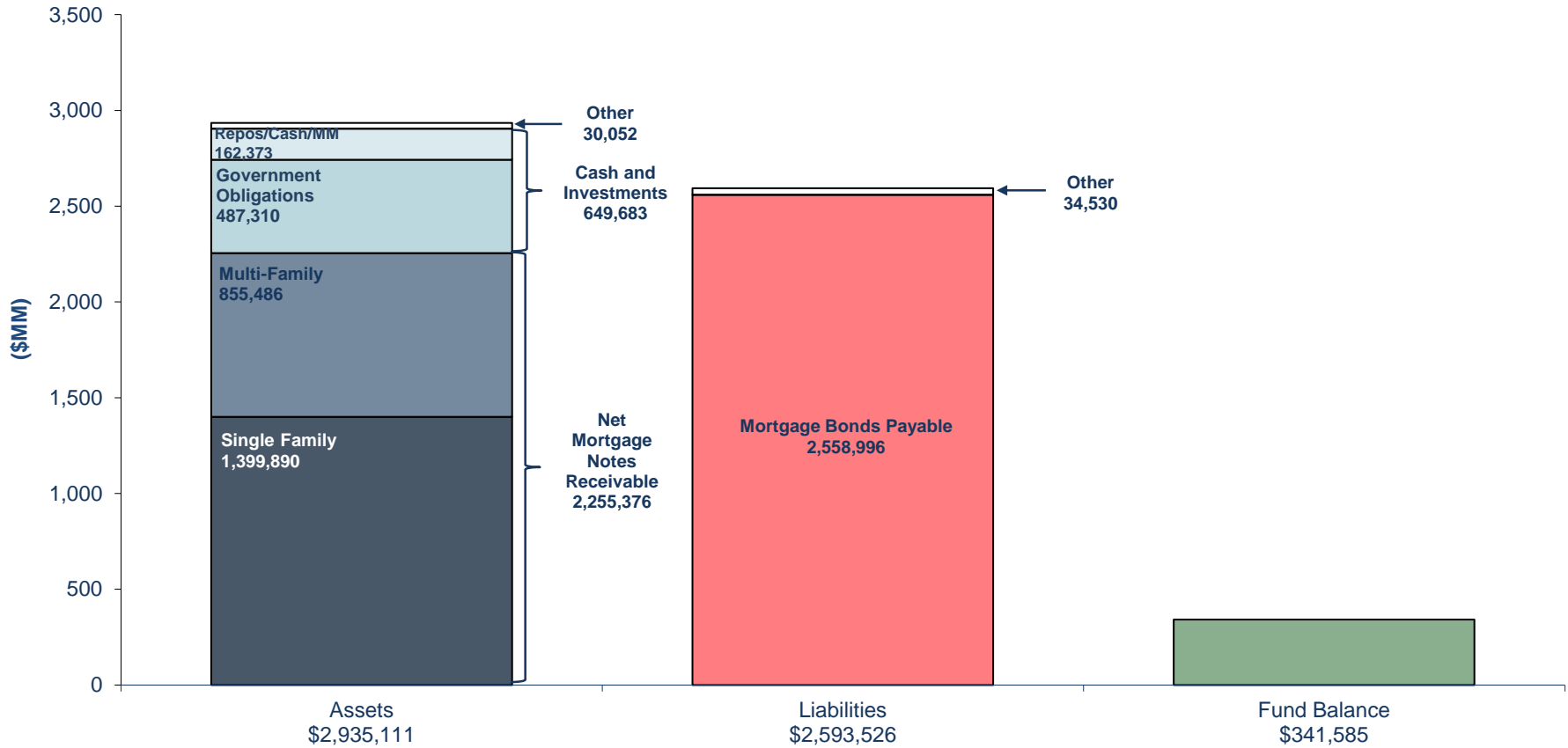
III. FINANCIAL OVERVIEW OF MPP

- Bonds issued 1972 – 2025: \$10.2 billion.
- Bonds outstanding @ 12/31/25: \$2,563,040,000.
- Over 67% of mortgage principal is either backed by insurance or assisted by Section 8 rent contracts.

Mortgage Purchase Fund Assets, Liabilities and Fund Balances

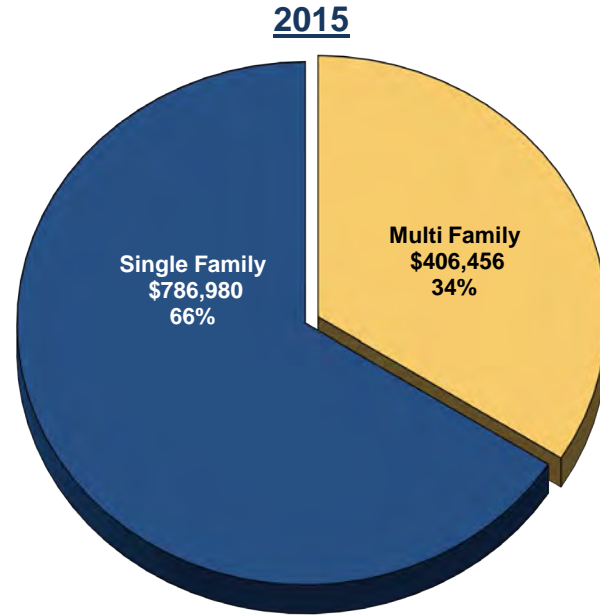
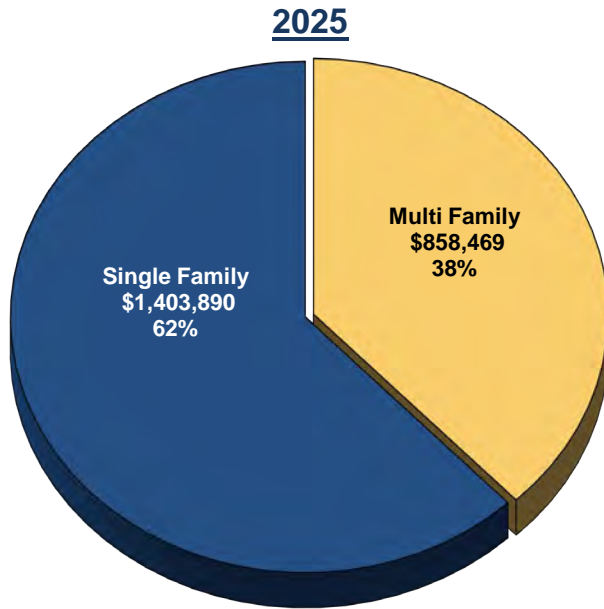
(IN THOUSANDS OF DOLLARS)

December 31, 2025



Mortgage Purchase Fund Mortgage Portfolio

(IN THOUSANDS OF DOLLARS)

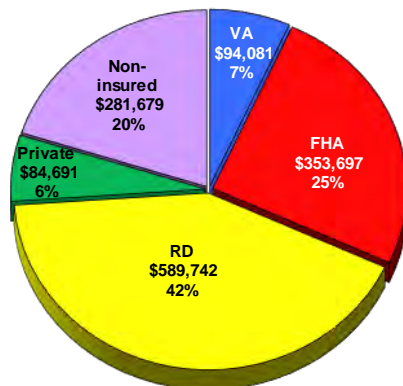


Mortgage Purchase Program Portfolio of Mortgage Loans

(IN THOUSANDS OF DOLLARS)

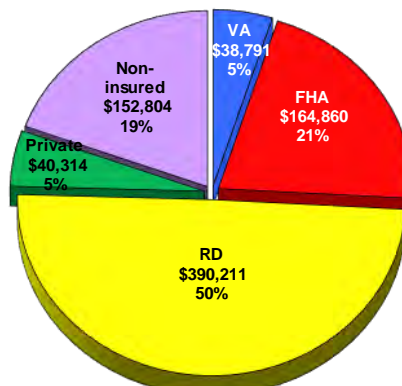
Single-Family Loans:

2025 Principal Outstanding



Total Single Family = \$ 1,403,890

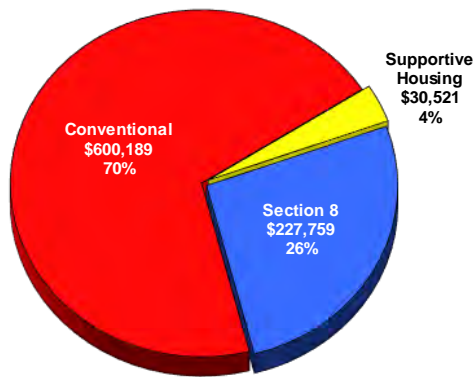
2015 Principal Outstanding



\$ 786,980

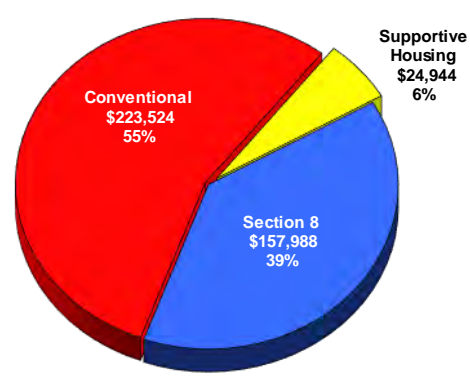
Multi-Family Loans:

2025 Principal Outstanding



Total Multi Family = \$ 858,469

2015 Principal Outstanding



\$ 406,456

Total Mortgage Loans = \$ 2,262,359

\$ 1,193,436

Mortgage Purchase Portfolio (MPP) Fund Group Portfolio of Mortgage Loans

December 31, 2025

SINGLE-FAMILY LOANS:	Number Notes	Principal Balance	Average Loan Amount
VA guaranteed	543	\$ 94,081,000	\$ 173,261
FHA insured	2,102	353,697,000	168,265
USDA/RD guaranteed	5,032	589,742,000	117,198
Privately Insured	336	84,691,000	252,056
Non-insured	2,723	281,679,000	103,444
Total Single-Family	10,736	\$ 1,403,890,000	\$ 130,764

MULTI-FAMILY LOANS:	Number Projects	Principal Balance	Average Unit
Section 8	202 (2,819 units)	\$227,759,000	\$ 80,794
Conventional	371 (7,267 units)	600,189,000	82,591
Supportive Housing	148 (967 units)	30,521,000	31,562
Total Multi-Family	721 (11,053 units)	\$858,469,000	\$ 77,668
		\$ 2,262,359,000	



Mortgage Purchase Fund Group

Statement of Revenues, Expenses & Changes In Net Assets

(IN THOUSANDS OF DOLLARS)

	FOR THE YEARS ENDED DECEMBER 31										
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
OPERATING REVENUES:											
Interest from mortgages and notes	\$ 94,792	\$ 77,949	\$ 66,832	\$ 59,798	\$ 59,672	\$ 62,092	\$ 61,366	\$ 59,174	\$ 57,119	\$ 57,692	\$ 58,506
Interest from investments	25,977	28,005	25,710	7,691	1,174	2,010	7,929	6,964	4,627	2,957	3,513
Total Interest	120,769	105,954	92,542	67,489	60,846	64,102	69,295	66,138	61,746	60,649	62,019
Net increase (decrease) in the fair value of investments	6,920	(2,507)	3,550	(15,160)	(1,029)	(217)	4,490	(2,658)	341	(1,124)	395
Fee income	4,636	2,288	2,530	1,875	1,507	572	774	490	1,250	903	1,077
Other revenues	52	476	319	557	933	668	421	302	75	112	230
Total Revenues	132,377	106,211	98,941	54,761	62,257	65,125	74,980	64,272	63,412	60,540	63,721
OPERATING EXPENSES:											
Other program administration expenses	9,284	6,978	5,854	6,437	4,825	5,581	6,089	6,147	6,610	8,098	7,621
Mortgage servicing fees	2,296	2,027	1,880	1,771	1,713	1,686	1,649	1,575	1,535	2,234	1,758
Provision for losses on loans	0	0	0	0	0	0	50	0	(1,022)	200	(500)
Losses on foreclosed real estate	50	0	0	40	0	0	0	200	0	350	400
Interest expense	81,736	66,425	54,990	40,774	41,274	44,844	45,016	41,621	38,895	38,735	40,837
Loss on bond redemption	166	0	0	0	0	0	0	0	54	254	377
Excess arbitrage to be rebated	1,268	1,289	834	0	0	0	0	0	862	(82)	(455)
Allocated operating costs	14,458	13,275	12,925	11,654	9,858	10,212	9,452	8,255	8,526	8,079	8,177
Total Expenses	109,258	89,994	76,483	60,676	57,670	62,323	62,256	57,798	55,460	57,868	58,215
Operating income (loss)	23,119	16,217	22,458	(5,915)	4,587	2,802	12,724	6,474	7,952	2,672	5,506
Minus net increase (decrease) in the fair value of investments	(6,920)	2,507	(3,550)	15,160	1,029	217	(4,490)	2,658	(341)	1,124	(395)
Adjusted operating income	\$ 16,199	\$ 18,724	\$ 18,908	\$ 9,245	\$ 5,616	\$ 3,019	\$ 8,234	\$ 9,132	\$ 7,611	\$ 3,796	\$ 5,111

Mortgage Purchase Fund Group Net Profitability Percentage

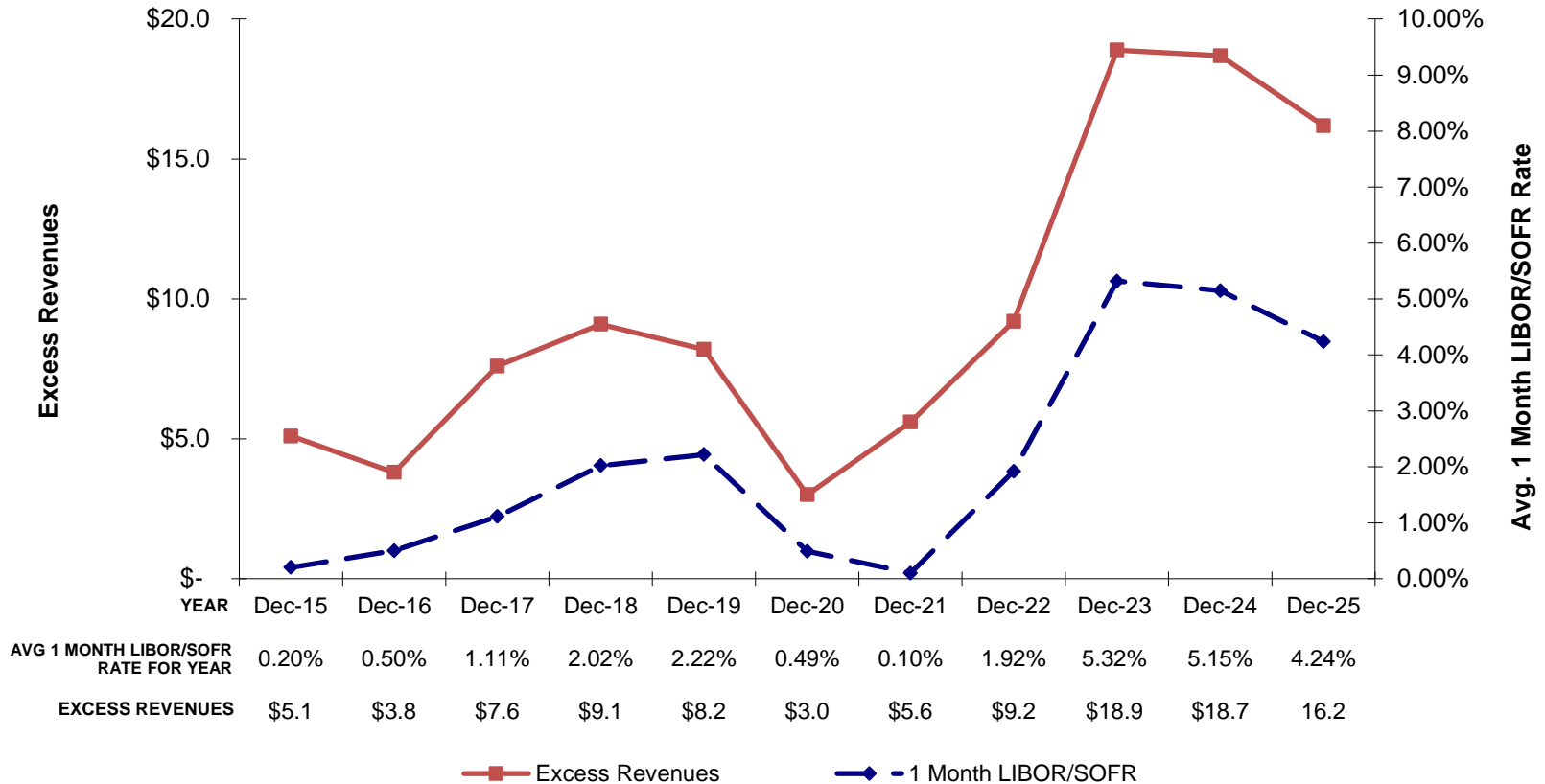
(IN THOUSANDS OF DOLLARS)

	FOR THE YEARS ENDED DECEMBER 31										
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
ADJUSTED OPERATING INCOME	\$ 16,199	\$ 18,724	\$ 18,908	\$ 9,245	\$ 5,616	\$ 3,019	\$ 8,234	\$ 9,132	\$ 7,611	\$ 3,796	\$ 5,111
TOTAL REVENUES	\$125,457	\$108,718	\$ 95,391	\$ 69,921	\$ 63,286	\$ 65,342	\$ 70,490	\$ 66,930	\$ 63,071	\$ 61,664	\$ 63,326
% PROFITABILITY	12.9%	17.2%	19.8%	13.2%	8.9%	4.6%	11.7%	13.6%	12.1%	6.2%	8.1%

Note: Net increases and decreases in the fair value of investments are excluded from these numbers.

MPP-Excess Revenues/Short-Term Investment Rate Trend

(IN THOUSANDS OF DOLLARS)



Note: Net increases and decreases in the fair value of investments are excluded from excess revenues.

Mortgage Purchase Program

Mortgage Rates vs. Bond Rates

(IN THOUSANDS OF DOLLARS)

	FOR THE YEARS ENDED DECEMBER 31										
	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	<u>2020</u>	<u>2019</u>	<u>2018</u>	<u>2017</u>	<u>2016</u>	<u>2015</u>
Average Outstanding Mortgage Rate	4.5%	4.3%	4.2%	4.1%	4.3%	4.4%	4.5%	4.5%	4.7%	4.8%	5.0%
Average Outstanding Bond Rate	3.4%	3.2%	3.1%	2.6%	2.7%	3.0%	3.2%	3.0%	3.0%	3.1%	3.4%
Bonds Issued	\$ 446,355	\$ 490,000	\$ 347,360	\$ 393,290	\$ 169,330	\$ 313,950	\$ 157,240	\$ 227,080	\$ 392,780	\$ 243,000	\$ 363,170
Bonds Redeemed	\$ 164,590	\$ 112,930	\$ 117,460	\$ 216,555	\$ 227,440	\$ 177,895	\$ 139,310	\$ 188,830	\$ 295,870	\$ 211,695	\$ 308,265
Bonds Outstanding	\$2,563,040	\$2,281,295	\$1,904,225	\$1,674,325	\$1,497,590	\$1,555,700	\$1,419,645	\$1,401,715	\$1,363,465	\$1,266,555	\$1,235,250

Mortgage Purchase Fund Group Loan Portfolio Change

(IN THOUSANDS OF DOLLARS)

	FOR THE YEARS ENDED DECEMBER 31										
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
MORTGAGE ACTIVITY:											
ADDITIONS:											
Purchases/Originations	\$503,247	\$427,628	\$279,343	\$278,036	\$167,160	\$177,568	\$193,092	\$189,451	\$210,466	\$168,715	\$159,538
REDUCTIONS:											
Scheduled Repayments	\$113,448	\$111,831	\$81,032	\$40,573	\$56,444	\$47,982	\$42,132	\$33,774	\$41,364	\$61,748	\$29,290
Prepayments	62,843	46,260	50,648	87,491	160,172	111,579	82,619	65,665	93,262	82,678	70,180
	\$176,291	\$158,091	\$131,680	\$128,064	\$216,616	\$159,561	\$124,751	\$99,439	\$134,626	\$144,426	\$99,470
Defaulted Loans	\$2,898	\$1,033	\$1,035	\$1,607	\$1,031	\$2,826	\$6,125	\$4,746	\$8,400	\$20,883	\$22,461
NET INCREASE (DECREASE)	\$324,058	\$268,504	\$146,628	\$148,365	\$ (50,487)	\$ 15,181	\$ 62,216	\$ 85,266	\$ 67,440	\$ 3,406	\$ 37,607

Mortgage Purchase Fund Group Asset Coverage

(IN THOUSANDS OF DOLLARS)

	FOR THE YEARS ENDED DECEMBER 31										
	2025	2024	2023	2022	2021	2020	2019	2018	2017	2016	2015
Total Assets	\$ 2,935,111	\$ 2,632,568	\$ 2,234,157	\$ 1,983,362	\$ 1,804,783	\$ 1,868,707	\$ 1,723,153	\$ 1,685,432	\$ 1,644,156	\$ 1,544,010	\$ 1,509,801
Total Liabilities	\$ 2,593,526	\$ 2,314,130	\$ 1,931,936	\$ 1,703,599	\$ 1,519,105	\$ 1,587,616	\$ 1,444,864	\$ 1,420,867	\$ 1,386,065	\$ 1,294,671	\$ 1,263,134
Fund Balance	\$ 341,585	\$ 318,438	\$ 302,221	\$ 279,763	\$ 285,678	\$ 281,091	\$ 278,289	\$ 264,565	\$ 258,091	\$ 249,339	\$ 246,667
Ratio of Assets to Liabilities	113%	114%	116%	116%	119%	118%	119%	119%	119%	119%	120%

Note: Total Assets and Total Liabilities include deferred outflows and inflows of resources.

Mortgage Purchase Program Bonds Outstanding

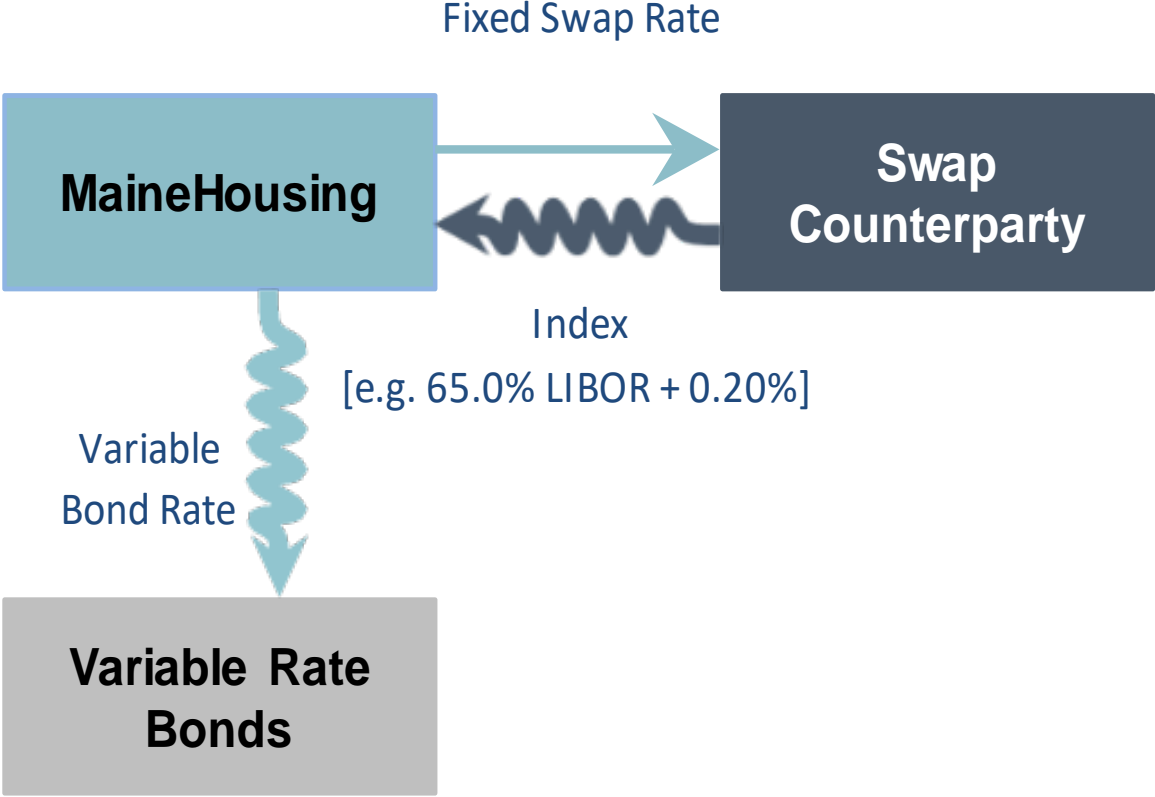
(IN THOUSANDS OF DOLLARS)

		<u>% of Bonds Outstanding</u>
Fixed Rate Bonds	\$2,284,725	89%
Variable Rate Bonds	<u>278,315</u>	11%
Total Bonds Outstanding	<u><u>\$2,563,040</u></u>	

Breakdown of Variable Bonds:

		<u>% of Variable Rate Bonds Outstanding</u>
Swapped Variable Rate Bonds	\$201,725	72%
Unswapped Variable Rate Bonds	<u>76,590</u>	28%
	<u><u>\$278,315</u></u>	

Fixed Payor Swap Mechanics



Mortgage Purchase Program Summary of Swaps

(IN THOUSANDS OF DOLLARS)

Related Debt Issuance	Current Notional Amount	Fixed Rate Paid	Variable Rate Received	Fair Value	Maturity Date
2015 Series E-3	5,000	1.40%	70% of 30 day SOFR plus .08014%	\$200	11/15/2029
2015 Series E-3	20,000	1.46%	67% of 30 day SOFR plus .0767%	1,206	11/15/2032
2016 Series B-2	8,000	1.61%	70% of 30 day SOFR plus .08014%	440	11/15/2031
2016 Series B-2	20,000	1.66%	70% of 30 day SOFR plus .08014%	1,060	11/15/2031
2017 Series E	25,000	1.69%	100% of 30 day SOFR plus .11448%	3,182	11/15/2032
2017 Series G-1	25,000	1.90%	100% of 30 day SOFR plus .11448%	422	11/15/2026
2017 Series G-1	30,000	0.88%	100% of 90 day SOFR plus .26161%	7,873	11/15/2035
2022 Series C	18,725	3.59%	65% of 30 day SOFR plus .27441%	(1,304)	11/15/2037
2022 Series C	10,000	1.87%	75% of 30 day SOFR plus 0.54086%	131	11/15/2026
2022 Series C	12,500	2.57%	70% of 30 day SOFR plus 0.53014%	120	11/15/2028
2022 Series C	12,500	2.59%	70% of 30 day SOFR plus 0.53014%	458	11/15/2033
2022 Series C	15,000	2.70%	72% of 180 day SOFR	(48)	11/15/2033
Totals	<u>\$201,725</u>			<u>\$13,740</u>	

Mortgage Purchase Program Variable Rate Bond & Interest Rate Swap Risk Report

DECEMBER 31, 2025

Bond Issue	SWAP Variable Rate	GAIN (LOSS) ON BONDS				EFFECTIVE SYNTHETIC BOND RATE		
		Variable Rate Swapped Bonds Outstanding	Variable Interest Paid on Bonds	Variable Interest Received from Swap	Gain (Loss) on Variable Component	Gain (Loss) as %	Contractual Fixed Swap Rate	Effective Synthetic Bond Rate
2015 Series E-3	67% of SOFR + .08%	\$ 20,000,000	537,666	590,863	53,497	0.27%	1.60%	1.33%
2015 Series E-3	70% of SOFR + .08%	\$ 5,000,000	134,342	158,232	23,891	0.48%	1.15%	0.67%
2015 Series E-3	70% of SOFR + .08%	\$ 5,000,000	134,342	158,210	23,868	0.48%	1.40%	0.92%
2016 Series B-2	70% of SOFR + .08%	\$ 8,000,000	222,056	253,122	31,066	0.39%	1.61%	1.22%
2016 Series B-2	70% of SOFR + .08%	\$ 20,000,000	555,140	632,806	77,665	0.39%	1.66%	1.27%
2017 Series E	100% of SOFR + .11%	\$ 25,000,000	1,084,026	1,130,070	46,044	0.18%	1.69%	1.50%
2017 Series G-1	100% of SOFR + .11%	\$ 25,000,000	1,085,347	1,114,192	28,845	0.12%	1.90%	1.78%
2017 Series G-1	100% of SOFR + .26%	\$ 30,000,000	1,302,416	1,380,315	77,899	0.26%	0.88%	0.63%
2022 Series C	65% of SOFR + .26%	\$ 18,725,000	326,782	592,196	265,413	1.42%	3.59%	2.17%
2022 Series C	70% of SOFR + .53%	\$ 12,500,000	218,146	452,556	234,410	1.88%	2.57%	0.69%
2022 Series C	70% of SOFR + .53%	\$ 12,500,000	218,146	452,556	234,410	1.88%	2.59%	0.71%
2022 Series C	75% of SOFR + .54%	\$ 10,000,000	174,517	385,153	210,636	2.11%	1.87%	-0.24%
2022 Series C	72% of SOFR	\$ 15,000,000	261,755	480,273	218,498	1.46%	3.71%	2.25%
Total		\$ 206,725,000	6,254,681	7,780,544	<u>1,526,144</u>			
Weighted Average Percent			3.03%	3.76%	0.74%		2.00%	1.26%
					Average Liquidity and Remarketing Fees			<u>0.35%</u>
								1.61%

Mortgage Purchase Program Summary of Delinquencies

	60 Days (Two Payments) Delinquent	90 Days or More Delinquent	In Foreclosure	Total
December 31, 2025				
MaineHousing	0.77 %	1.44 %	0.57 %	2.78 %
Maine – State*	0.99 %	1.20 %	0.87 %	3.06 %
December 31, 2024				
MaineHousing	0.76 %	1.20 %	0.63 %	2.59 %
Maine – State*	0.68 %	1.07 %	0.88 %	2.63 %
December 31, 2023				
MaineHousing	1.17 %	1.20 %	0.70 %	3.06 %
Maine – State*	0.68 %	1.05 %	0.99 %	2.72 %
December 31, 2022				
MaineHousing	1.07 %	1.27 %	0.64 %	2.98 %
Maine – State*	0.57 %	1.54 %	1.22 %	3.33 %
December 31, 2021				
MaineHousing	0.83 %	1.84 %	0.55 %	3.22 %
Maine – State*	0.56 %	2.35 %	1.16 %	4.07 %
December 31, 2020				
MaineHousing	1.06 %	3.59 %	0.50 %	5.15 %
Maine – State*	0.81 %	4.18 %	1.43 %	6.42 %
December 31, 2019				
MaineHousing	1.09 %	0.69 %	0.92 %	2.70 %
Maine – State*	0.79 %	1.13 %	1.77 %	3.69 %
December 31, 2018				
MaineHousing	1.17 %	0.82 %	1.41 %	3.40 %
Maine – State*	0.81 %	1.29 %	2.15 %	4.25 %
December 31, 2017				
MaineHousing	1.45 %	1.25 %	1.54 %	4.24 %
Maine – State*	0.90 %	1.64 %	2.54 %	5.13 %
December 31, 2016				
MaineHousing	2.61 %	1.43 %	1.74 %	5.78 %
Maine – State*	0.91 %	2.21 %	3.02 %	6.14 %
December 31, 2015				
MaineHousing	2.44 %	1.81 %	3.93 %	8.18 %
Maine – State*	0.92 %	2.47 %	2.93 %	6.32 %

Asset Management Department Memorandum

To: MaineHousing Board of Commissioners

From: Laurie Warzinski – Director of Asset Management

Date: May 19, 2026

Subject: Monthly Report - Asset Management

Program Highlights:

Notes on MFH Delinquency

- Elm Street: Pending owner transfer
- The Birches: Pay-off will be complete within the next week.
- Pleasant Hill Dr: They have sent a check for both April and May and staff are strongly encouraging them to set up automatic payments.
- Fairview Commons: Payments are on the way. There was miscommunication on the owner's end and they will be updating their procedures because of this issue.

Supportive Housing:

While meeting with Shalom House to review three of their supportive housing properties, staff gained additional insight into the organization's broader impact.

Shalom House, part of the Supportive Housing portfolio, supports adults living with severe mental illness through community-based services and quality affordable housing. Their work creates opportunities for recovery, independence, and personal growth while helping to reduce homelessness, hunger, and isolation.

One impactful initiative is the Shalom House Art Program, which encourages creativity, self-expression, and confidence-building in a welcoming environment open to all skill levels. Participants develop new skills, connect with others, and often experience therapeutic benefits and a renewed sense of purpose. Their artwork is displayed throughout the building and incorporated into outreach efforts, with opportunities to showcase and sell pieces at events. Beyond the art program, Shalom House continues to strengthen its community through initiatives such as a food pantry, fundraising events, and other collaborative efforts, all contributing to positive outcomes for both clients and the broader community.

Department Highlights:

Collaboration:

Asset Management/Development Feedback Loop

We are piloting a structured feedback loop between the Development and Asset Management departments to enhance collaboration across the full lifecycle of our housing assets. The purpose is to ensure that insights gained during operations inform future development work, and that development decisions are clearly understood and supported throughout long-term stewardship. We will hold these meetings as long and as often as we find they provide meaningful value. The intent is not to assume the structure is permanent, but to test it, refine it, and continue it only if it proves helpful to both teams. The first meeting was held on May 12 and focused on establishing goals, expectations, and the structure of the feedback loop. Staff from both departments helped shape the process to ensure it is practical, collaborative, and aligned with organizational priorities.

Maine Indoor Air Quality Mold Training

At the end of April, our department coordinated a cross-departmental staff training led by the Maine Indoor Air Quality Council on preventing and addressing mold and moisture issues in homes. Because the presentation highlighted practices relevant to multiple areas of our work, we invited staff from several departments to participate. The session helped build shared understanding of best practices and reinforced consistent approaches across teams.

NERSC Conference

As a long-standing supporter and sponsor of the New England Resident Service Coordinator's Conference—and with our staff continuing to serve on its board—we were pleased to have representation at this year's event. Below is Amanda's reflection, shared exactly as written:

At the 28th New England Resident Service Coordinator's Conference I was reminded of the incredible impact Resident Service Coordinators (RSCs) have on their communities. The National average amount of money an RSC saves the property is estimated at \$1,500 per unit per month. Throughout the sessions I attended I learned the fundamentals of how the RSCs achieve this phenomenal savings. By connecting residents to develop a deep sense of belonging the RSCs empower residents to have pride in their community. RSCs connect residents to social services to help stabilize the household to maintain long-term residency. For older adults that means staying in their unit for a longer period before needing a higher level of care. Families may utilize the RSC services to prevent evictions or help with basic community resources to gain access to essential needs.

The annual conference not only brings Resident Service Coordinators together to obtain CEUs but to gather in the same space to share best practices, inspire and motivate each other, and to practice some self-care. We learned, danced, bowled, and gathered to say "I know your role is hard, here are some ways to make it easier."

Development Department Memorandum

To: MaineHousing Board of Commissioners
From: Laurie Warzinski, Interim Director of Development
Date: May 19, 2026
Subject: Monthly Report - Development

Events of Note

4/22 – Lockwood Mill, Waterville, Kelly Purington attended the ribbon cutting ceremony.
4/29 – Thatcher Brook Apartments, Biddeford, Dan Brennan, Chris Devlin and Anna Boucher attended the groundbreaking.
4/28 – QAP Public Hearing, comments due 05/08.
5/15 – Milford Place, Bangor, Laurie Warzinski and Scott Thistle attended the construction celebration.

Lockwood Mill, Waterville



Lockwood Mill is a newly opened adaptive re-use of the historic Lockwood Mill in Waterville. The project consists of 65 units, on six floors, with an elevator, serving families with 60% area median income or less. The unit mix is 29 one-bedroom units, 22 two-bedroom units and 14 three-bedroom units. Thirteen units are accessible, 2 units are equipped for the hearing and visually impaired and the remaining 52 units are adaptable. Amenities include a community room, laundry room, fitness room, bike storage and broadband internet. Lockwood Mill is within close proximity to downtown Waterville.

Thatcher Brook Apartments 1



Thatcher Brook Apartments will create 40 affordable homes for families to be located at 37 Barra Road, on a city owned lot in Biddeford. Thatcher Brook will be income restricted for families earning at or below 60% and 50% of the area median income. The unit mix is 20 one-bedroom units, 12 two-bedroom units and 8 three-bedroom units. The project will provide a set-aside for at least 20%, but not less than 8 units specifically for persons who have disabilities and require special housing needs. The project will provide 5 accessible units, and 1 unit will be equipped for the hearing and visually impaired. The project has also pledged an additional 6 ADA units. The remaining units will be adaptable. All accessible units will be distributed throughout the building and across unit sizes.

The project will be conveniently located in downtown Biddeford and offer amenities including nearby walking trails, a playground, a community room, laundry room and free telemedicine access via Wi-Fi.

Milford Place

Milford Place will create 40 age restricted (55+) units in Bangor, located on Milford Street Extension. This will be a single 3-story building. All units will be rent restricted; 8 units at 30% area median income, 16 units at 50% and 16 units at 60%. Seventeen units will be accessible, and 1 unit will be equipped for the hearing and visually impaired.

Milford Place will include a community room, laundry room on each level, tenant storage and broadband internet.

Home for Good

The monthly meeting was held on April 23, 2026, and included both Cohort #1 and #2.

Cohort #1

Five project teams were selected to take part in the first cohort of the Home For Good Program. Each project will house and provide on-site support to 20-30 individuals experiencing chronic homelessness. Riverlands, to be located in Augusta and Yellen Woods to be located in Bangor, have submitted applications. The remaining three project applications will be forthcoming. The project teams are as follows:

Location	Developer	Owner	Property Manager	Service Provider
Auburn (Hampshire Commons)	Developers Collaborative	Auburn Housing	Auburn Housing	Spurwink
Augusta (Riverlands)	Developers Collaborative	VOANNE	Developers Collaborative	VOANNE
Bangor (Yellen Woods)	Bangor Housing	Bangor Housing	Bangor Housing	Preble Street
Sanford (Heritage Crossing)	Avesta Housing	Sanford Housing	Sanford Housing	YCCAC
Greater Portland (TBD)	Avesta Housing	Avesta Housing	Avesta Housing	Preble Street

Cohort #2

Three project teams were selected to take part in the second cohort of the Home For Good Program.

Location	Developer	Owner	Property Manager	Service Provider
Bangor (TBD)	Bangor Housing	BHDC Home for Good 2, LP	Bangor Housing	Preble Street
Portland (TBD)	Developers Collaborative	Catholic Charities of Maine	DC Management 2	Catholic Charities of Maine
South Portland (TBD)	South Portland Housing Development Corporation	South Portland Housing Authority (SPHA)	SPHA	Preble Street

Department Highlights

We are piloting a structured feedback loop between the Development and Asset Management departments to enhance collaboration across the full lifecycle of our housing assets. The purpose is to ensure that insights gained during operations inform future development work, and that development decisions are clearly understood and supported throughout long-term stewardship. We will hold these meetings as long and as often as we find they provide meaningful value. The intent is not to assume the structure is permanent, but to test it, refine it, and continue it only if it proves helpful to both teams. The first meeting was held on May 12 and focused on establishing goals, expectations, and the structure of the feedback loop. Staff from both departments helped shape the process to ensure it is practical, collaborative, and aligned with organizational priorities.

Staff

No changes from last report

Development Pipeline

We expect that a small number of these projects will not see completion, and that predicted construction starts and completions will change as projects move forward.

Project Name	Developer	Program	City	Family/ Senior	Total Units
Completed in 2026					
Edgewater Village	Avesta	4%	Farmington	Senior	25
Central Park Residences	Reincorp	Rural	Sanford	Family	18
986 Prospect	Wilbur, Calhoun	Rural	Rumford	Family	18
7 Madelyn Lane	Lake City Investments	Rural	Rockport	Family	18
Bridgton Recovery Home	LB Dev	RHP	Bridgton	Supp.	6

<i>NC/AR Projects</i>	5			<i>New Units</i>	85
Berry Park Apartments	Northland Enterprises	4%	Biddeford	Family	36
<i>Rehab Projects</i>	1			<i>Rehab Units</i>	36
Total Projects	6			Total Units	121

Under Construction*/In Underwriting - likely completed in 2026

Iron Heights*	Mastway Dev	4%	Gardiner	Family	32
King Street Apartments*	KVCAP	4%	Waterville	Family	37
Lockwood Mill*	North River Co.	4%	Waterville	Family	65
Sunridge Senior Housing*	Bangor Housing	4%	Bangor	Senior	50
DeWitt*	LHA/Avesta	4% Choice	Lewiston	Family	104
Adams Point*	Biddeford HA	9%	Biddeford	Family	39
Equality Comm Housing *	Equality Comm. Center	9%	Portland	Senior	54
Landry Woods*	SoPo Housing	9%	So. Portland	Senior	43
Milford Place*	Penquis CAP	9%	Bangor	Senior	40
540 Centre Street*	Bath HA	Debt Only	Bath	Family	24
Central Fire Station*	DC	CC Rural	Brunswick	Family	5
Islesford RHP*	CIRT	Islands	Islesford	Family	4
Vinalhaven*	Vinalhaven Housing	Islands	Vinalhaven	Family	4
ICDC Town Acq*	ICDC	Islands	Isle au Haut	Family	4
Mechanic Street*	WLR Properties	Rural	Houlton	Family	18
Landon Woods	Neigh Housing Trust	AHOP	Kennebunkport	Family	6
<i>NC/AR Projects</i>	16			<i>New Units</i>	529
North Deering Gardens*	Wingate Dev.	4%	Portland	Family	164
Place St. Marie*	Brisa Dev w/Andy J	4%	Lewiston	Family	40
Patriot Place*	Avesta	4%/no sub	Sanford	Family	40
Oak Ridge Apartments*	Realty Resources	9%	Bath	Senior	30
<i>Rehab Projects</i>	4			<i>Rehab Units</i>	274
Total Projects	20			Total Units	803

Under Construction/In Underwriting - likely completed in 2027

Sturgeon Place (fka 3i Homes)	3i Homes/POAH	4%	Scarborough	Family	51
Lambert Woods North*	Maine Coop Dev Part	4%	Portland	Family	74
Malta Street Senior	Augusta Housing	4%	Augusta	Senior	34
Martel School Apts	Lewiston Housing	4%	Lewiston	Senior	44
Seavey Crossing*	Avesta	9%	Westbrook	Senior	61
Varney Heights*	FHA/Gooch	9%	Freeport	Senior	42
Dougherty Commons III*	MCDP	AHOP	Portland	Family	20
Scittery Woods*	Scittery Woods Part	AHOP	Falmouth	Family	20
Thatcher Brook Apts I*	Westbrook Housing	9%	Biddeford	Family	40
Millinocket Manor	Penquis	4%	Millinocket	AL	38
89 Elm Apartments*	Tom Watson & CO	4% PLA	Portland	Family	201
Beals Ave WF Housing	LB Dev Partners	AHOP	Ellsworth	Family	23
Cedar Bend Condos*	Boothbay Reg Dev Corp	AHOP	Boothbay	Family	8
Nasson 3	GreenMars	AHOP	Springvale	Family	20
Wildlands	Greater Portland H4H	AHOP	Standish	Family	12
Front Street III*	Portland Housing	AHOP	Portland	Family	6

OddFellows Apts.	Archer Properties LLC	Rural	Norway	Family	13
Charles Jordan House	ME Prisoner Adv Coal	SHP	Auburn	Supp.	11
Rangeley WF Housing	Wasilewski, Teare	Rural	Rangeley	Family	18
Hillcrest Estates	A&O Properties	AHOP	Monmouth	Family	9
Newman Meadows	Newman Homes	AHOP	Waterville	Family	13
	<i>NC/AR Projects</i>	<i>21</i>		<i>New Units</i>	<i>758</i>
Franklin Towers	Portland HA	4%/ no sub	Portland	Family	200
Riverton Park*	Portland HA	4%/ no sub	Portland	Family	182
	<i>Rehab Projects</i>	<i>2</i>		<i>Rehab Units</i>	<i>382</i>
	Total Projects	23		Total Units	1140

Preliminary Underwriting

Grandview Ave	DC	AHOP	Bangor	Family	14
Harkness Haven	Mid-Coast H4H	AHOP	Rockport	Family	10
Island Avenue Sub	H4H York County	AHOP	Sanford	Family	5
Linnell Homeownership	The Linnell LLC	AHOP	Rumford	Family	16
Heritage Crossing	Avesta	Home 4 Good	Sanford	Family	30
Portland (1)	Avesta	Home 4 Good	Portland	Family	35
Hampshire Commons	DC	Home 4 Good	Auburn	Family	32
Riverlands	DC	Home 4 Good	Augusta	Family	25
Yellen Woods	Bangor Housing	Home 4 Good	Bangor	Family	30
Portland (2)	DC	Home 4 Good	Portland	Family	32
South Portland	So Portland Housing Dev	Home 4 Good	South Portland	Family	30
Bangor	Bangor Housing	Home 4 Good	Bangor	Family	30
Farwell Mill	Realty Resources	4%	Lisbon	Family	42
Martel II	Lewiston Housing	4%	Lewiston	Senior	44
Soleil Apartments	Lewiston Housing	4%	Lewiston	Family	72
The Apartments at Time & Temp	DC	4%	Portland	Senior	41
COMB Block Phase 1	Portland Housing	9%	Portland	Family	55
Youth & Family Outreach	YF&O/DC	9%	Portland	Family	60
Anchorage South	Bath Housing	9%	Bath	Seniors	47
Pettingill Pines	DC	9%	Windham	Seniors	48
J. Palmer Merrill Block	Patric Moore	Rural	Skowhegan	Family	5
Asher's Village Apts	Newman Homes	Rural	Winslow	Family	18
Rosa's Place	Golek/Dooryard	Rural	Brunswick	Family	14
36 Cleaves Street	Moll, Hight, Wilbur	Rural	Yarmouth	Family	18
Project Greenhouse	Badhus LLC	Rural	Rockland	Family	12
Clark Street	DEV Properties	Rural	Thomaston	Family	16
Poland Eld Housing Dev	Auburn Housing	Rural	Poland	Seniors	18
55 Weston Avenue II	55 Weston	Rural	Madison	Family	18
Glenridge Supp Housing	Motivational Svs	SHP	Augusta	Family	8
Old Post Road	Fair Tide	SHP	Kittery	Family	12
McLain School Housing	DC	9%	Rockland	Senior	29
The Rochambeau	Avesta	9%	Biddeford	Senior	46
Landry Heights	South Portland Housing	9%	South Portland	Senior	38
The Woodbury	CHOM	9%	Portland	Senior	51

Quebec Commons	Westbrook Dev Corp	9%	Biddeford	Senior	45
<i>NC/AR Projects</i>	35			<i>New Units</i>	1046
Sun Valley Apartments	Chesapeake Comm.	9%	Mexico	Family	24
Belfast Birches	Realty Resources Dev LLC	9%	Belfast	Seniors	24
<i>Rehab Projects</i>	2			<i>Rehab Units</i>	48
Total Projects	37			Total Units	1094

**Total Projects in
Underwriting & Under
Construction** **80**

**Total Units Completed, in
Underwriting & Under
Construction** **3158**

Energy & Housing Services Department Memorandum

To: MaineHousing Board of Commissioners
From: Bobbi Crooker – Director of Energy and Housing Services
Date: May 19, 2026
Subject: Monthly Report – Energy and Housing Services Department

DEPARTMENT HIGHLIGHTS

MaineHousing submitted the HEAP State Plan to DHS for Program Year 2026 and has received a total of \$42,697,525 in LIHEAP base and infrastructure grant funds. As of **5/5/2026**, we have paid out **\$19,299,638** in HEAP Fuel Assistance.

EHS updated the HEAP Benefit Matrix that will be included in the redline Rule. The change to the Benefit matrix was due to a question on methodology by one of the Community Action Agencies. Given this, MaineHousing conducted a review of the Heating Degree Data (HDD) from National Oceanic and Atmospheric Administration (NOAA). This review included all counties, to ensure that the entire state was accurately represented. We determined that there was a fundamental flaw in the methodology used by NOAA, which is our sole source of data for measuring regional temperatures; this resulted in a correction to the proposed County points. With this correction, we republished the HEAP Rule. As changes to the Benefit Matrix are considered a substantive change to the proposed Rule, this impacted the rulemaking process and the date of the public hearing. The updated Rule was re-sent to the Secretary of State and other Stakeholders as of 5/7/26. The public hearing will now be held on June 1, 2026, from 10:00 a.m. to 12:00 p.m. The period for public comment will end on June 11, 2026. After the comment period ends, MaineHousing will review and respond to all feedback received during the comment period. Unless there are major concerns that are identified during the comment period, during the June 16, 2026, Board Meeting, we will provide a summary of comments received and ask for the Board to vote to adopt the Rule.

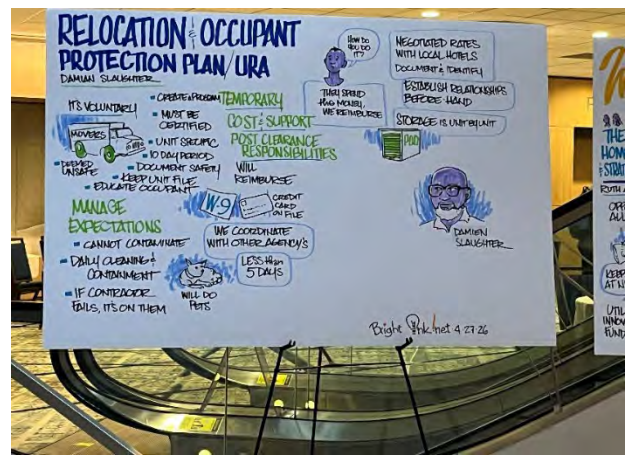
During the June 2026 Board Meeting EHS will request the Board to adopt the 2026 Maine DOE Annual Weatherization Assistance Program (WAP) Application and State Plan. This submission is part of the annual application process for administering the Department of Energy (DOE) Weatherization Assistance Program for program year 2026, which is anticipated to span July 1, 2026, through June 30, 2027. This process has been delayed as the DOE Weatherization Program Notice (WPN) 26-01 which provides application instructions and guidance has not yet been released. We are currently waiting for further direction from DOE.

Back in March Tona Lenhart had tendered her resignation as Fiscal Grant Manager in EHS effective May 1, 2026. During the interim time, we started the process of reviewing resumes and conducting interviews for this critical position in the EHS Department.

I am happy to note that Emily Sparrow started as the new Fiscal Grant Manager on Monday, May 4th! Emily has worked at MaineHousing on the EHS HEAP Team since November 2015 with a primary responsibility for providing programmatic guidance and ensuring compliance with state and federal programs; giving her over a decade of experience with multiple state and federal programs administered by EHS. Additionally, she is currently pursuing a degree in business management with a focus on accounting. She will be a welcome addition to the EHS Fiscal Team.

Matt Emmons, EHS Lead Paint and Housing Rehab Specialist, has successfully earned his Building Analyst Technician (BAT) certification. While his primary role remains within the Lead and Housing Programs, this new credential now qualifies Matt to conduct weatherization inspections. His certification will allow him to provide temporary support to the weatherization program, helping boost production and enhance overall service delivery.

In April, four EHS staff members attended the 2026 HUD Program Manager School for the HUD Lead and HUD Healthy Home Production grants which was held in Arlington, VA. The conference focused on updates to the Lead program, the Healthy Homes Production program, fiscal guidance, new program guidance and policies as well as federal policy outlook.



PROGRAM UPDATES

Home Energy Assistance Program (HEAP)

Maine’s Low-Income Home Energy Assistance Program (LIHEAP or HEAP) is a grant funded by the US Department of Health and Human Services (HHS) and is administered by MaineHousing in collaboration with Maine’s Community Action Agencies and ProsperityME.

	Program Year 2026 to-date	Program Year 2025 to-date Comparison	Overall Program Year 2025
Applications Taken	52915	57365	58,433
Eligible Applicants	37329	38927	44,535
Benefits Issued	\$19,299,638	\$21,743,396	\$22,554,406

Weatherization Assistance Program (Wx)

MaineHousing’s Weatherization team continues to collaborate with DOE to finalize the Priority List and Program Manual for the multifamily (5+ units) weatherization program. Our Technical Services Specialists are currently undergoing training on multifamily inspection requirements, and we hope to move this initiative forward in the near future.

The Weatherization Department is continuing work to implement the Energy Audit software system, ECOS. We are collaborating with JAI, the software developer, and the Community Action Agencies to resolve remaining issues.

- IIJA (formerly BIL) Weatherization: Period of Performance (July 1, 2023 – June 30, 2029)
The U.S. Department of Energy has extended the performance period for this grant through 2029, extending the original end date of March 31, 2027. To date, **339** units have been weatherized at a total cost of **\$5,727,554.60** with our partner agencies actively working toward the goal of weatherizing **1,628** units by 2029. MaineHousing will continue collaborating with Community Concepts, Inc. to launch the multifamily weatherization program.
- Annual Weatherization: Program Year 2025 (April 1, 2025 – June 30, 2026)
The U.S. Department of Energy (DOE) approved our State Plan at the end of September. This allocated \$4,465,333 in Total; (\$4,067,543 for the Weatherization Assistance Program (WAP) and Training and Technical Assistance, along with an additional \$397,790 in Weatherization Readiness Funding (WRF). To date, **206** units have been weatherized at a total cost of **\$3,370,760.22**.

Central Heating Improvement Program (CHIP)

The Central Heating Improvement Program provides grants to households that are HEAP eligible to assist with heating system, chimney, and oil tank repairs or replacements. Funding for this program is from the LIHEAP grant. Reporting July 1 through December 2025, the CHIP Program has completed **300** projects totaling **\$3,187,738.63**.

Home Accessibility and Repair Program (HARP)

The Home Accessibility and Repair Program provides grants to income eligible homeowners for professional home repairs and accessibility modifications. HARP is delivered statewide through the network of Community Action Agencies. As of May 7, 2026, the HARP Program has completed **20** projects, with an additional **17** currently in progress. The total cost for these projects is **\$446,892.42**.

Lead Abatement Program

The Lead Abatement Program provides funding for single family homes and owners of rental properties in Maine to help make them lead safe. Priority for program funds is granted to abatement projects for housing in which a child lives, and it has been determined that they have an elevated blood lead level. MaineHousing works with four Community Action Agencies to deliver the Lead Abatement Program across the state. Currently, **128** projects have been completed, with **62** units in progress.

Low-Income Assistance Plan (LIAP)

The Low-Income Assistance Plan (LIAP) helps eligible homeowners and renters with their electric utility bills. The LIAP program is funded by contributions from electricity providers and governed by the MPUC. As of **3/31/2026**, there were **39,795** participants, of which **1,273** were oxygen/vent participants.



Finance Department Memorandum

To: Board of Commissioners
From: Darren R. Brown
Date: May 12, 2026
Subject: Monthly Activity Report – Finance Department

ACCOUNTING AND FINANCIAL REPORTING (AFR):

- Work on the federal compliance audit for the year ended December 31, 2025 is ongoing. This is an annual audit of MaineHousing’s federally funded programs to determine whether the programs have been administered in compliance with federal requirements. The AFR staff are actively managing and coordinating all interactions between the auditors and the program departments to ensure a smooth and efficient audit process. This includes organizing the flow of information, clarifying requirements, and facilitating timely communication across all parties. In addition, the team is preparing, reviewing, and compiling the full range of documentation and data requested by the auditors to support their examination of agency activities and financial records.

MaineHousing administered and disbursed approximately \$240 million through thirty different federal grants in 2025. Major programs are audited on a rotating basis. Four major programs have been selected for the 2025 audit, which are as follows: the Section 8 Housing Choice Voucher, HOME Investment Partnership, Recovery Housing, and Temporary Assistance for Needy Families (TANF) programs. The compliance audit needs to be completed and filed with the federal Single Audit Clearinghouse and the HUD Real Estate Assessment Center (REAC) within nine months after the fiscal year end, which is September 30th for MaineHousing.

- The AFR staff has completed the first-quarter 2026 financial close and completed the financial statements for the period ended March 31, 2026. The results for this quarter are detailed in the Financial and Budget Report section.

LOAN ADMINISTRATION:

- Loan Administration is working with the Asset Management Department to increase the number of multi-family loan accounts enrolled in autopay. The multi-family loan portfolio consists of approximately six hundred paying loans. When Loan Administration and Asset Management initiated efforts to increase awareness of the autopay option and enrollments about one-third of the loans were enrolled. Today, approximately seventy percent of eligible loans in the portfolio are enrolled. This increase supports a more efficient and reliable payment process by reducing the volume of payments sent to the agency’s lockbox and minimizing the manual processing those payments require.

Finance Department Memorandum

To: Board of Commissioners
From: Darren R. Brown
Date: May 12, 2026
Subject: Monthly Financial and Budget Report

FINANCIAL RESULTS

Attached are the Balance Sheets and Statements of Revenues, Expenses, and Changes in Net Assets for the three-month period ended March 31, 2026.

MaineHousing's programs are accounted for in Fund Groups, based on funding sources. For financial reporting purposes, each Fund Group is a separate and standalone entity. There are seven Fund Groups and the individual Balance Sheets and Statements of Revenues, Expenses and Changes in Net Assets for each are presented in columns on the attachments (pages 1 and 2). The following is a summary of MaineHousing's total combined financial position and operating results for the current year and a brief explanation of the changes between the current and prior year net operating results.

Total combined assets amount to \$3.4 billion and total combined liabilities are \$2.9 billion. Total net assets are approximately \$515.9 million. Total combined revenues are \$100.3 million and total expenses amount to \$92.9 million, which results in net operating income of \$7.4 million. Total combined net operating income for March 2025 was \$8.7 million. Net operating income for the first three months is \$1.3 million lower in 2026 due primarily to the activities and operating results of the Mortgage Purchase Fund (MPP), MaineHousing's largest Fund Group, and the HOME Fund.

The MPP has net operating income of \$2.8 million for March 2026. This is a \$5 million decrease compared to net operating income of \$7.8 million in 2025. The reduction is attributed to a decrease in the fair value of investments. A paper loss of \$1.9 million has been recorded for 2026, which is a decrease of \$5.8 million compared to the paper gain of \$3.9 million recorded in 2025. The change associated with the recording of paper gains and losses is attributed to interest rate changes during the year.

The recording of paper gains and losses is required for accounting purposes. However, because MaineHousing does not actively buy and sell related investments, actual gains and losses will not occur and these amounts are ignored by the rating agencies, bond analysts, and management when assessing profitability.

Excluding paper gains and losses, the MPP's adjusted net operating income is \$4.7 million for March 2026 and \$3.9 million for March 2025. The \$0.8 million increase in net operating income is due primarily to higher interest income from mortgages.

The HOME Fund has net operating income of \$2.3 million, which is an increase of \$2.3 million compared with net operating income of only \$3,000 in March 2025. MaineHousing's portion of the real estate transfer taxes received from the State are accounted for in this Fund Group. The increase in net operating income is due to higher real estate transfer tax receipts and timing differences with the expending of program funds and the

recognition of grant expenses. Income is higher by \$1.4 million, while program expenditures are \$0.9 million lower at this point in 2026 compared to 2025.

BUDGET RESULTS

Also attached are the budget variance results for the period ended March 31, 2026. These results are summarized and presented in the attachment described below:

OPERATING REVENUES AND EXPENSES BUDGET

MaineHousing has two primary business segments, which consist of mortgage lending activities and the administration of federal and other programs. All operating and program administrative costs are paid by either the net interest income from mortgage lending activities, which is the difference between interest income earned from mortgage and non-mortgage investment assets and the interest paid on bonds, or fee income received for the administration of federal and other programs.

The Operating Revenues and Expenses Budget, **Attachment A**, presents the revenues available to pay operating and program administrative expenses. It also presents the aggregate operating and program administrative expenses. Total budgeted revenues for 2026 are \$160.7 million and total expenses are budgeted at \$146.5 million. Total actual revenues as of March 31, 2026 amount to \$38.8 million, while total expenses amount to \$33 million. For the three-month period ended March 31, 2026, revenues exceed expenses by approximately \$5.8 million. Overall, revenues and expenses are in line with amounts anticipated for the period.

The operating and other program administration expenses (the first two expense lines) are detailed in **Attachment B** and summarized below:

OPERATING AND OTHER PROGRAM ADMINISTRATIVE EXPENSES

MaineHousing's overhead and operational costs for the year as well as other program administrative expenses, which are costs that are specifically and exclusively related to a particular program, are itemized on **Attachment B**.

Total operating expenses for 2026 are budgeted at approximately \$28.6 million. As of March 31, 2026, approximately \$7.2 million or 25% of the operating budget has been used. Total other program administrative expenses are budgeted at \$13.6 million and actual expenses amount to \$2.8 million as of March 31, 2026. Overall, expenditures in these areas are consistent with that anticipated for the period.

CAPITAL BUDGET

The Capital Budget, **Attachment C**, presents items that provide an economic benefit to MaineHousing over a period of time. Items are recorded as assets and depreciated over an estimated useful life. The total authorized capital budget for 2026 is \$581,000. Capital expenditures as of March 31, 2026 totaled \$272,000 and were primarily for the multifamily housing system, ProLink, installment payment and equipment associated with upgrading the computer network storage system.

MEMBERSHIPS, DUES AND SPONSORSHIPS

In accordance with MaineHousing's Contributions Policy, all payments for memberships, dues and sponsorship are required to be reported to the Commissioners each month as part of the budget variance reports. **Attachment D** presents an itemized listing of the membership, dues, and sponsorship expenses as of March 31, 2026.

MAINE STATE HOUSING AUTHORITY
BALANCE SHEETS
MARCH 31, 2026
(IN THOUSANDS OF DOLLARS)

	<u>Memorandum Only Combined Totals</u>		<u>Mortgage Purchase Fund Group</u>	<u>Bondholder Reserve Fund</u>	<u>General Fund</u>	<u>HOME Fund</u>	<u>Federal Programs Fund</u>	<u>Other Funds</u>	<u>Maine Energy Housing & Economic Recovery Funds</u>
	<u>2025</u>	<u>2026</u>							
ASSETS:									
Cash, principally time deposits	116,999	82,891	21,066	0	52,031	0	9,794	0	0
Investments	739,336	840,981	704,457	7,450	16,929	8,484	0	90,623	13,038
Accounts receivable - Government	5,291	5,238	0	0	0	1,615	3,393	230	0
Accrued interest and other assets	13,453	16,763	15,533	12	701	65	269	145	38
Mortgage notes receivable, net	2,130,032	2,442,520	2,319,444	1,097	4,612	71,902	0	0	45,465
Land, equipment and improvements, net	16,851	15,789	22	0	15,767	0	0	0	0
Other real estate owned	62	330	330	0	0	0	0	0	0
Derivative instrument - interest rate swaps	16,942	14,396	14,396	0	0	0	0	0	0
Deferred pension expense	906	811	441	3	92	0	0	275	0
Deferred amount on debt refundings	1,652	1,488	1,488	0	0	0	0	0	0
Deferred Grant Expense	0	576	0	0	0	576	0	0	0
Total Assets	3,041,524	3,421,783	3,077,177	8,562	90,132	82,642	13,456	91,273	58,541
LIABILITIES AND NET ASSETS:									
Accrued interest payable	29,422	35,972	35,609	0	0	0	0	0	363
Excess arbitrage to be rebated	1,939	3,207	3,207	0	0	0	0	0	0
Accounts payable - Government	363	3,452	0	0	0	0	3,452	0	0
Accounts payable & accrued liabilities	30,040	11,058	582	0	10,081	0	390	5	0
Unearned income	79,243	105,957	0	0	0	625	1,066	104,266	0
Net pension liability	2,240	1,550	844	5	174	0	0	527	0
Deferred pension credit	387	551	300	2	62	0	0	187	0
Accumulated increase in fair value of hedging derivatives	16,942	14,396	14,396	0	0	0	0	0	0
Interfund	0	0	4,504	(546)	21,052	(8,489)	262	(16,783)	0
Mortgage bonds and notes payable, net	2,396,273	2,729,707	2,673,294	0	12,119	0	0	0	44,294
Deferred grant income	117	0	0	0	0	0	0	0	0
Deferred loan origination points	12	12	12	0	0	0	0	0	0
Total Liabilities	2,556,978	2,905,862	2,732,748	(539)	43,488	(7,864)	5,170	88,202	44,657
NET ASSETS:									
Restricted Net Assets	439,897	469,277	344,429	9,101	0	90,506	8,286	3,071	13,884
Unrestricted Net Assets	44,649	46,644	0	0	46,644	0	0	0	0
Total Net Assets	484,546	515,921	344,429	9,101	46,644	90,506	8,286	3,071	13,884
Total Liabilities and Net Assets	3,041,524	3,421,783	3,077,177	8,562	90,132	82,642	13,456	91,273	58,541

MAINE STATE HOUSING AUTHORITY
STATEMENTS OF REVENUES, EXPENSES AND CHANGES IN NET ASSETS
FOR THE PERIOD ENDED MARCH 31, 2026
(IN THOUSANDS OF DOLLARS)

	<u>Memorandum Only Combined Totals</u>		<u>Mortgage Purchase Fund Group</u>	<u>Bondholder Reserve Fund</u>	<u>General Fund</u>	<u>HOME Fund</u>	<u>Federal Programs Fund</u>	<u>Other Funds</u>	<u>Maine Energy Housing & Economic Recovery Funds</u>
	<u>2025</u>	<u>2026</u>							
REVENUES:									
Interest from mortgages and notes	21,877	27,279	27,164	16	60	28	0	0	11
Income from investments	7,647	7,548	6,151	68	281	85	18	826	119
Net increase (decrease) in the fair value of investments	3,895	(1,897)	(1,897)	0	0	0	0	0	0
Fee income	4,891	5,049	1,163	0	811	0	3,012	63	0
Other revenue	15	2	2	0	0	0	0	0	0
Grant income	36,345	19,524	0	0	0	522	12,170	6,832	0
Income from State	5,383	6,438	0	0	0	6,438	0	0	0
Federal rent subsidy income	34,841	36,310	0	0	0	0	36,310	0	0
Total Revenues	114,894	100,253	32,583	84	1,152	7,073	51,510	7,721	130
EXPENSES:									
Operating expenses	6,604	7,162	0	0	7,162	0	0	0	0
Other program administrative expenses	2,131	2,155	2,004	0	0	0	101	50	0
Mortgage servicing fees	560	604	602	0	2	0	0	0	0
Interest expense	19,286	23,360	23,122	0	0	0	0	0	238
Grant expense	42,794	23,792	0	0	0	4,769	12,113	6,865	45
Federal rent subsidy expense	34,712	35,794	0	0	0	0	35,794	0	0
Loss on bond redemption	90	0	0	0	0	0	0	0	0
Allocated operating costs	0	0	4,011	23	(6,389)	0	2,342	13	0
Total Expenses	106,177	92,867	29,739	23	775	4,769	50,350	6,928	283
Net Operating Income	8,717	7,386	2,844	61	377	2,304	1,160	793	(153)
Transfers between funds, net	0	0	0	0	0	0	(32)	32	0
Change in net assets	8,717	7,386	2,844	61	377	2,304	1,128	825	(153)
Net assets at beginning of year	475,829	508,535	341,585	9,040	46,267	88,202	7,158	2,246	14,037
Net assets at end of period	484,546	515,921	344,429	9,101	46,644	90,506	8,286	3,071	13,884

**MAINE STATE HOUSING AUTHORITY
OPERATING REVENUES AND EXPENSES BUDGET VARIANCE REPORT
FOR THE PERIOD ENDED MARCH 31, 2026**

(IN THOUSANDS OF DOLLARS)

	Mortgage Lending Activities Actual	Federal & Other Program Administration Actual	Total Combined Actual	Total Annual Budget	Total Under/(Over)	% Variance
REVENUES:						
Interest from mortgages and notes	27,240	0	27,240	114,680	87,440	76%
Income from investments	6,500	18	6,518	23,730	17,212	73%
Fee income	1,974	3,075	5,049	22,110	17,061	77%
Other revenue	2	0	2	150	148	99%
Total Revenues	35,716	3,093	38,809	160,670	121,861	76%
EXPENSES:						
Operating expenses	4,807	2,355	7,162	28,585	21,423	75%
Other program administrative expenses	2,608	151	2,759	13,554	10,795	80%
Interest expense	23,122	0	23,122	104,340	81,218	78%
Total Expenses	30,537	2,506	33,043	146,479	113,436	77%
Excess Revenues Over Expenses	5,179	587	5,766	14,191	8,425	59%

**MAINE STATE HOUSING AUTHORITY
OPERATING AND OTHER PROGRAM ADMINISTRATIVE EXPENSES
FOR THE PERIOD ENDED MARCH 31, 2026**

ATTACHMENT B

	Total Annual Budget	Total Year to Date Actual	Budget Available	Percentage of Budget Available
Operating Expenses				
Salaries	15,174,253	3,898,506	11,275,747	74%
Payroll Taxes	1,105,810	289,033	816,777	74%
Retirement	1,529,541	358,373	1,171,168	77%
Medical and Life Insurance	4,641,290	1,106,037	3,535,253	76%
Other Fringe Benefits	20,000	5,837	14,163	71%
Office Supplies	52,675	11,020	41,655	79%
Printing	74,200	26,990	47,210	64%
Membership and Dues	72,068	16,419	55,649	77%
Subscriptions	22,455	8,743	13,712	61%
Sponsorships	16,750	3,000	13,750	82%
Staff Educ/Train/Conf	292,615	31,746	260,869	89%
Travel/Meals - Staff Educ/Train/Conf	226,726	38,089	188,637	83%
Partner/Client Train/Meetings	24,839	2,926	21,913	88%
Travel/Meals - Partner/Client Training	68,830	9,224	59,606	87%
Staff Events	37,205	1,530	35,675	96%
Meals - Staff Events	44,978	2,488	42,490	94%
Leased Vehicles	186,936	45,436	141,500	76%
Computer Supplies	33,500	4,221	29,279	87%
Computer License SAAS	323,638	150,705	172,933	53%
Rent-Other	35,630	6,002	29,628	83%
Computer Maintenance	1,115,212	292,792	822,420	74%
Depreciation	1,350,000	326,171	1,023,829	76%
Telephone	142,838	42,814	100,024	70%
Employment Advertising	1,000	0	1,000	100%
Postage and Shipping	149,900	44,647	105,253	70%
Insurance	129,994	5,324	124,670	96%
Recording Fees	2,500	367	2,133	85%
Payroll Services	60,935	15,096	45,839	75%
Audit Services	176,000	82,000	94,000	53%
Property Expenses	635,500	185,159	450,341	71%
Professional Services	448,131	52,810	395,321	88%
Building Interest Expense	389,357	98,338	291,019	75%
Total Operating Expenses	28,585,306	7,161,843	21,423,463	75%
Other Program Administrative Expenses				
Loan foreclosure expenses	217,500	29,020	188,480	87%
REO expenses	50,000	5,684	44,316	89%
Provision for losses on loans & REOs	150,000	0	150,000	100%
Mortgage Servicing fees	2,420,000	603,718	1,816,282	75%
Loan Origination expenses	6,937,500	1,269,802	5,667,698	82%
Bond issuance expenses	905,000	228,565	676,435	75%
Trustee/Bank fees	183,750	43,032	140,718	77%
Program advertisements	206,400	27,755	178,645	87%
Bond and mortgagee insurance	28,710	0	28,710	100%
Variable rate bond remarket/SBPAs	817,250	207,023	610,227	75%
Cash flow/arbitrage/swap consultants/legal	880,000	180,087	699,913	80%
Homebuyer education	160,000	20,550	139,450	87%
Program administrator fees	598,350	144,063	454,287	76%
Total Other Program Administration Expenses	13,554,460	2,759,299	10,795,161	80%

**MAINE STATE HOUSING AUTHORITY
CAPITAL BUDGET
FOR THE PERIOD ENDED MARCH 31, 2026**

ATTACHMENT C

Description	2026 Budget	2026 Actual	Budget Available	% Expended
Computer Hardware:				
Computer replacements (45)	75,000		75,000	
Firewall replacement	8,750		8,750	
Network Storage replacement	154,000	79,842	74,158	
Total computer hardware	<u>237,750</u>	<u>79,842</u>	<u>157,908</u>	<u>34%</u>
Computer Software:				
Enterprise multi-family housing system	187,735	187,735	-	
Data Modeling and ETL software	35,000		35,000	
Single Family loan servicing system modifications	10,000		10,000	
Single Family lender & loan tracking systems mods	15,000		15,000	
Section 8 Voucher system - Elite upgrade	30,459		30,459	
Total computer software	<u>278,194</u>	<u>187,735</u>	<u>90,459</u>	<u>67%</u>
Office Building:				
Additional workstations & furniture	15,000		15,000	
Potential office building improvements/repairs	50,000	4,780	45,220	
Total office building	<u>65,000</u>	<u>4,780</u>	<u>60,220</u>	<u>7%</u>
Total	<u><u>580,944</u></u>	<u><u>272,357</u></u>	<u><u>308,587</u></u>	<u><u>47%</u></u>

**MAINE STATE HOUSING AUTHORITY
MEMBERSHIPS, DUES, AND SPONSORSHIPS
FOR THE PERIOD ENDED MARCH 31, 2026**

Description	Amount
Memberships and Dues	
Association for Public Policy and Analysis - employee dues	120
Association of Certified Fraud Examiners - (1) employee annual membership	252
American College of Mortgage Attorneys - employee dues	225
Board of Overseers of the Bar - (5) employee annual registration	1,320
Institute of Internal Auditors - employee annual membership	200
Maine Association of Mortgage Professional - employee annual membership	495
Maine Bankers Association - annual affiliate membership	995
Maine Indoor Air Quality Council - annual membership	650
Maine Real Estate & Development Association - annual membership	1,350
Maine State Bar Association - (2) employee annual memberships	615
Maine Department of Environmental Protection - lead inspector license renewal	400
National Association for State Community Services Programs - annual membership	1,174
National Energy Assistance Directors' Association - annual membership	7,413
National Energy & Utility Affordability Coalition - annual membership	300
National Leased Housing Association - annual membership	910
Total	<u>\$ 16,419</u>
Sponsorships	
New England Resident Service Coordinator - conference sponsor	3,000
Total	<u>\$ 3,000</u>



Finance Department Memorandum

To: Board of Commissioners
From: Darren Brown
Date: May 4, 2026
Subject: Monthly Delinquencies Report

MULTI-FAMILY DELINQUENCIES

The Multi-Family portfolio totals \$1.29 billion with 1,408 loans as of April 30, 2026. There is one loan 60 days or more delinquent, as shown in *Exhibit 1*. The Multi-Family delinquency rate is benchmarked against MaineHousing's historical rates, as shown in *Exhibit 2*.

SINGLE-FAMILY DELINQUENCIES

The Single-Family portfolio totals \$1.45 billion with 10,891 loans as of March 31, 2026. The over 60-day delinquencies decreased from 3.15% to 2.90%, and the in-foreclosures increased from 0.62% to 0.64%. The over 60-day delinquencies amount to \$42 million, with approximately \$9 million representing accounts in foreclosure. The over 60-day and in-foreclosure historic rates are shown in *Exhibit 4*. MaineHousing's overall delinquency rate by loan dollars is 2.90% and the overall delinquency rate by loan count is 2.64%. MaineHousing's loan count delinquency rates are lower than the loan count rates for FHA and all Maine loans as presented in *Exhibit 5*.

Servicer Delinquencies –Delinquencies for our largest servicer, Mortgage Servicing Solutions, decreased from 3.67% to 3.31%, while the in-foreclosure rate increased from 0.73% to 0.76%. Salem Five Mortgage Corp had a rate of 0.00%, which was the lowest rate for the month. Delinquency rates for each servicer are shown in *Exhibit 3*.

Delinquencies by Insurance Type – In March 2026, FHA insured loans had the highest delinquency rate by total insurance type of 5.94%, with in-foreclosures at 0.62%. When compared to the total loan portfolio, FHA insured loans also had the highest delinquency rate of 1.55%, with in-foreclosures at 0.16%. Delinquencies by insurance type and the portfolio, as a whole, are shown in *Exhibit 6*.

FHA insured loans comprise 26% of the Single-Family portfolio and 54% of delinquencies, while RD insured loans comprise 41% of the portfolio and represent 37% of all delinquent loans. The current composition of the Single-Family portfolio by insurance type, along with the percentage of delinquencies by insurance type, is shown in *Exhibit 7*.

Foreclosure Prevention Activities – *Exhibit 8* summarizes our foreclosure prevention activities, as well as the number of completed foreclosures. As of the end of March 2026, we assisted 341 borrowers with various foreclosure prevention options.

Multi-Family Delinquent Loans

MAINE STATE HOUSING AUTHORITY
MULTI-FAMILY DELINQUENCIES
4/30/2026

Section 8					ORIGINATION	DELINQUENT		
BORROWER	LEVEL PMT	PTD	LOCATION	PROJECT OWNER	DATE	1 MONTH	2 MONTHS	3+ MONTHS
						0.00	0.00	0.00
Rental Housing					ORIGINATION	DELINQUENT		
BORROWER	LEVEL PMT	PTD	LOCATION	PROJECT OWNER	DATE	1 MONTH	2 MONTHS	3+ MONTHS
THE BIRCHES*	19,578.01	03/01/26	OLD ORCHARD BEACH	BIRCH RIDGE LP	03/27/96	2,118,284.00	0.00	0.00
FAIRVIEW COMMONS	25,437.50	03/01/26	TOPSHAM	HOUSING ASSOCIATES OF TOPSHAM	12/07/23	5,550,000.00	0.00	0.00
						7,668,284.00	0.00	0.00
Supportive Housing & Other					ORIGINATION	DELINQUENT		
BORROWER	LEVEL PMT	PTD	LOCATION	PROJECT OWNER	DATE	1 MONTH	2 MONTHS	3+ MONTHS
ELM STREET, 63	436.74	02/01/26	MACHIAS	DOWNEAST COMMUNITY PARTNERS	04/01/99	0.00	15,764.00	0.00
PLEASANT HILL DR, 16	693.17	03/01/26	WARERVILLE	3RIVERS INCORPORATED	01/22/002	40,202.00	0.00	0.00
						40,202.00	15,764.00	0.00
Grand Total						7,708,486.00	15,764.00	0.00
% of Portfolio Delq 60+ days	0.00%							
Total Number of Loans	1,408							

* Loans past maturity date

Multi-Family Delinquency & Foreclosure Trends

MULTI-FAMILY DELINQUENCY AND FORECLOSURE RATES



	OUTSTANDING			1 MONTH		2+ MONTHS		FORECLOSURES	
	PRINCIPAL	DOLLARS	RATE	DOLLARS	RATE	DOLLARS	RATE		
Apr-26	\$ 1,289,844,548	\$ 7,708,486	0.60%	\$ 15,764	0.00%	\$ -	0.00%		
Dec-25	\$ 1,263,060,892	\$ 1,557,982	0.12%	\$ -	0.00%	\$ -	0.00%		
Dec-24	\$ 1,099,201,435	\$ 30,700	0.00%	\$ 1,256,541	0.11%	\$ -	0.00%		
Dec-23	\$ 898,515,001	\$ 518,845	0.06%	\$ 45,709	0.01%	\$ -	0.00%		
Dec-22	\$ 796,448,381	\$ -	0.00%	\$ 4,553	0.00%	\$ -	0.00%		
Dec-21	\$ 696,004,882	\$ -	0.00%	\$ -	0.00%	\$ -	0.00%		
Dec-20	\$ 666,678,177	\$ 2,791,073	0.42%	\$ -	0.00%	\$ -	0.00%		
Dec-19	\$ 635,961,774	\$ 4,379,009	0.69%	\$ 1,620,600	0.25%	\$ -	0.00%		
Dec-18	\$ 630,936,475	\$ 1,473,376	0.23%	\$ 20,600	0.00%	\$ -	0.00%		
Dec-17	\$ 608,939,257	\$ 319,836	0.05%	\$ 60,624	0.01%	\$ -	0.00%		

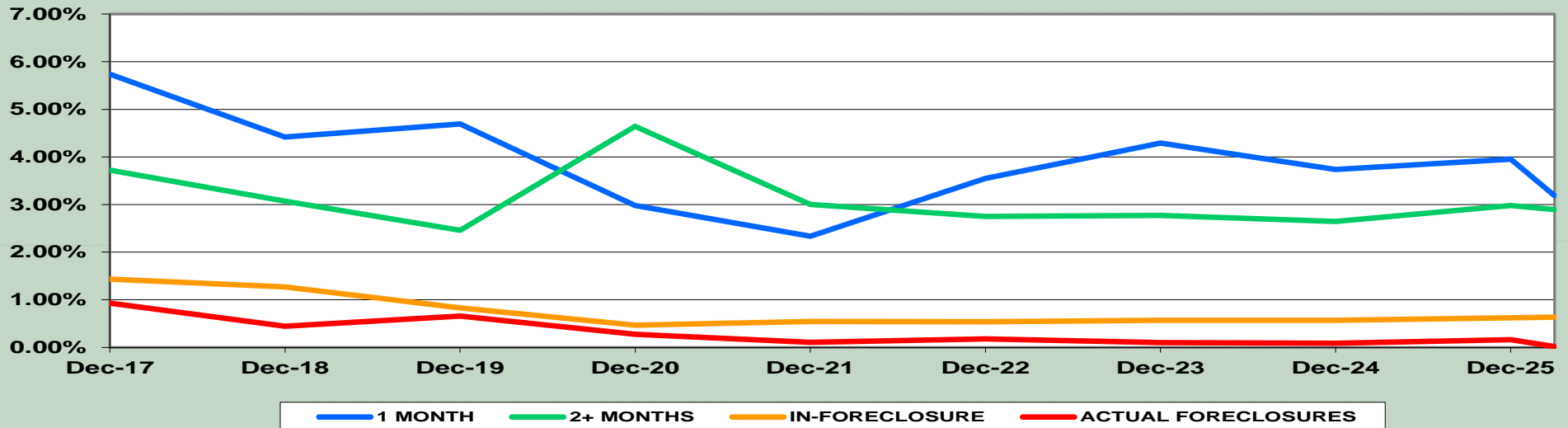
Single-Family Delinquent Loans

**Maine State Housing Authority
Single-Family Delinquencies by Servicer
3/31/2026**

SERVICER	% OF PORTFOLIO	% of Portfolio Delq 60 + days	OUTSTANDING PRINCIPAL	----- 1 MONTH	DELINQUENT 2 MONTHS	----- 3+ MONTHS	IN- FORECLOSURE
MORTGAGE SERVICING SOLUTIONS	76.80%	3.31%	1,113,655,547.39	40,032,771.49	5,048,503.01	23,398,262.08	8,449,838.47
BANGOR SAVINGS BANK QS	10.98%	1.70%	159,289,092.38	1,769,018.40	1,078,589.06	1,457,414.72	166,185.13
BANGOR SAVINGS BANK	6.18%	0.77%	89,654,986.27	2,585,320.94	319,709.44	146,812.91	221,468.32
CAMDEN NATIONAL BANK UK	6.03%	1.94%	87,413,038.04	1,845,629.66	368,006.10	944,713.05	387,202.91
SALEM FIVE MORTGAGE CORP	0.01%	0.00%	118,040.14	0.00	0.00	0.00	0.00
TOTAL	100.00%	2.90%	1,450,130,704.22	46,232,740.49	6,814,807.61	25,947,202.76	9,224,694.83

Single-Family Delinquency & Foreclosure Trends

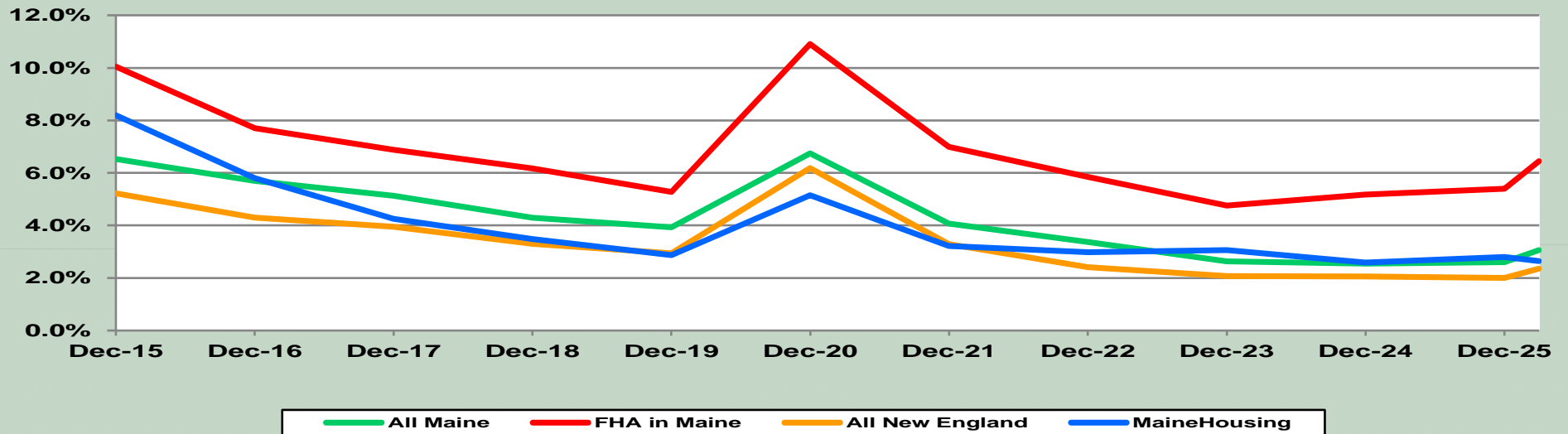
SINGLE-FAMILY DELINQUENCY AND FORECLOSURE RATES



	OUTSTANDING PRINCIPAL	1 MONTH		2+ MONTHS		IN-FORECLOSURE		ACTUAL FORECLOSURES	
		DOLLARS	RATE	DOLLARS	RATE	DOLLARS	RATE	DOLLARS	RATE
Mar-26	\$ 1,450,130,704	\$ 46,232,740	3.19%	\$ 41,986,705	2.90%	\$ 9,224,695	0.64%	\$ 248,192	0.02%
Dec-25	\$ 1,405,199,662	\$ 55,575,092	3.95%	\$ 41,904,680	2.98%	\$ 8,727,402	0.62%	\$ 2,284,255	0.16%
Dec-24	\$ 1,184,161,154	\$ 44,223,429	3.73%	\$ 31,339,302	2.65%	\$ 6,758,973	0.57%	\$ 1,045,136	0.09%
Dec-23	\$ 1,053,014,623	\$ 45,215,476	4.29%	\$ 29,205,657	2.77%	\$ 5,986,311	0.57%	\$ 1,043,395	0.10%
Dec-22	\$ 958,984,521	\$ 33,996,366	3.55%	\$ 26,378,301	2.75%	\$ 5,183,906	0.54%	\$ 1,733,447	0.18%
Dec-21	\$ 887,303,920	\$ 20,685,547	2.33%	\$ 26,645,647	3.00%	\$ 4,806,968	0.54%	\$ 941,490	0.11%
Dec-20	\$ 960,761,414	\$ 28,645,024	2.98%	\$ 44,603,599	4.64%	\$ 4,471,656	0.47%	\$ 2,617,001	0.27%
Dec-19	\$ 967,171,381	\$ 45,399,415	4.69%	\$ 23,774,547	2.46%	\$ 8,037,512	0.83%	\$ 6,357,994	0.66%
Dec-18	\$ 916,608,577	\$ 40,526,473	4.42%	\$ 28,155,105	3.07%	\$ 11,647,401	1.27%	\$ 4,056,247	0.44%
Dec-17	\$ 844,497,676	\$ 48,457,930	5.74%	\$ 31,454,643	3.72%	\$ 12,099,518	1.43%	\$ 7,847,858	0.93%

Single-Family Delinquency Comparison Trends

MAINEHOUSING, FHA, ALL STATE & ALL NEW ENGLAND DELINQUENCY RATE COMPARISON



MAINEHOUSING LOAN COUNT COMPARISON

	<u>Loan Count</u>	<u>2 Months</u>	<u>3+ Months</u>	<u>In-Foreclosure</u>	<u>Totals</u>
All State*	123,797	0.99%	1.20%	0.87%	3.06%
FHA for State*	17,206	1.88%	3.01%	1.56%	6.45%
All New England*	1,728,967	0.85%	1.06%	0.45%	2.36%
MaineHousing**	10,891	0.43%	1.61%	0.60%	2.64%

*This information is obtained from MBA's National Delinquency Survey for the fourth quarter of 2025.

**MaineHousing's overall delinquency rate based on loan dollars is 2.90%, whereas rates in this exhibit are based on loan count.

Single-Family Delinquencies by Mortgage Insurer

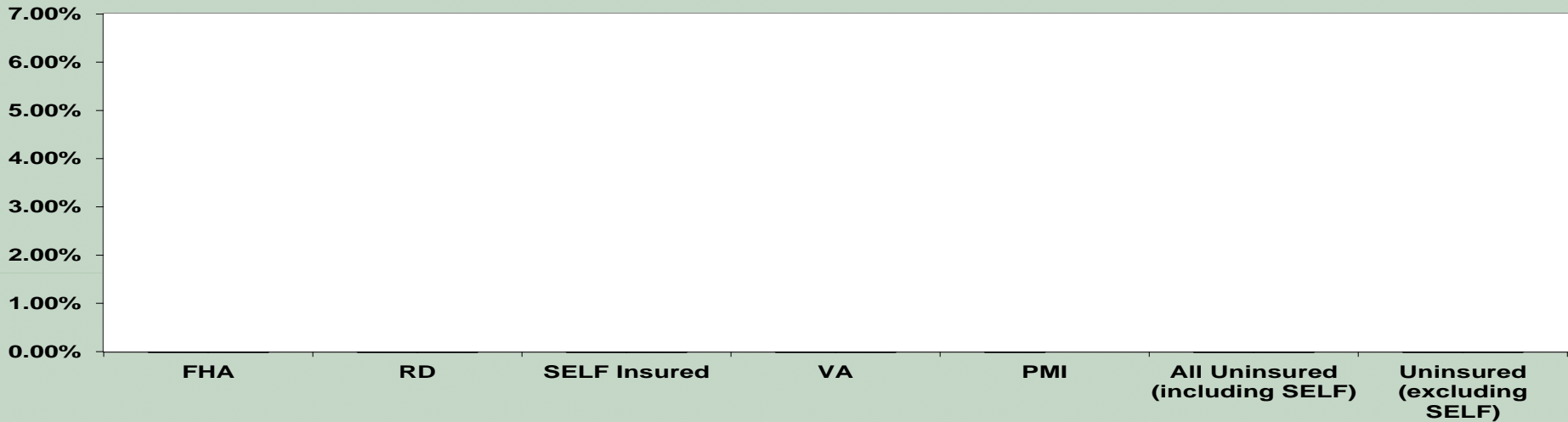
As A Percent of Total Insurance Type
3/31/2026

TYPE	2+ MONTHS	IN-FORECLOSURE
FHA	5.94%	0.62%
RD	2.65%	1.06%
SELF Insured	2.24%	0.32%
VA	1.41%	0.32%
PMI	0.82%	0.00%
All Uninsured (including SELF)	0.62%	0.12%
Uninsured (excluding SELF)	0.32%	0.08%

As A Percent of Total Loan Portfolio
3/31/2026

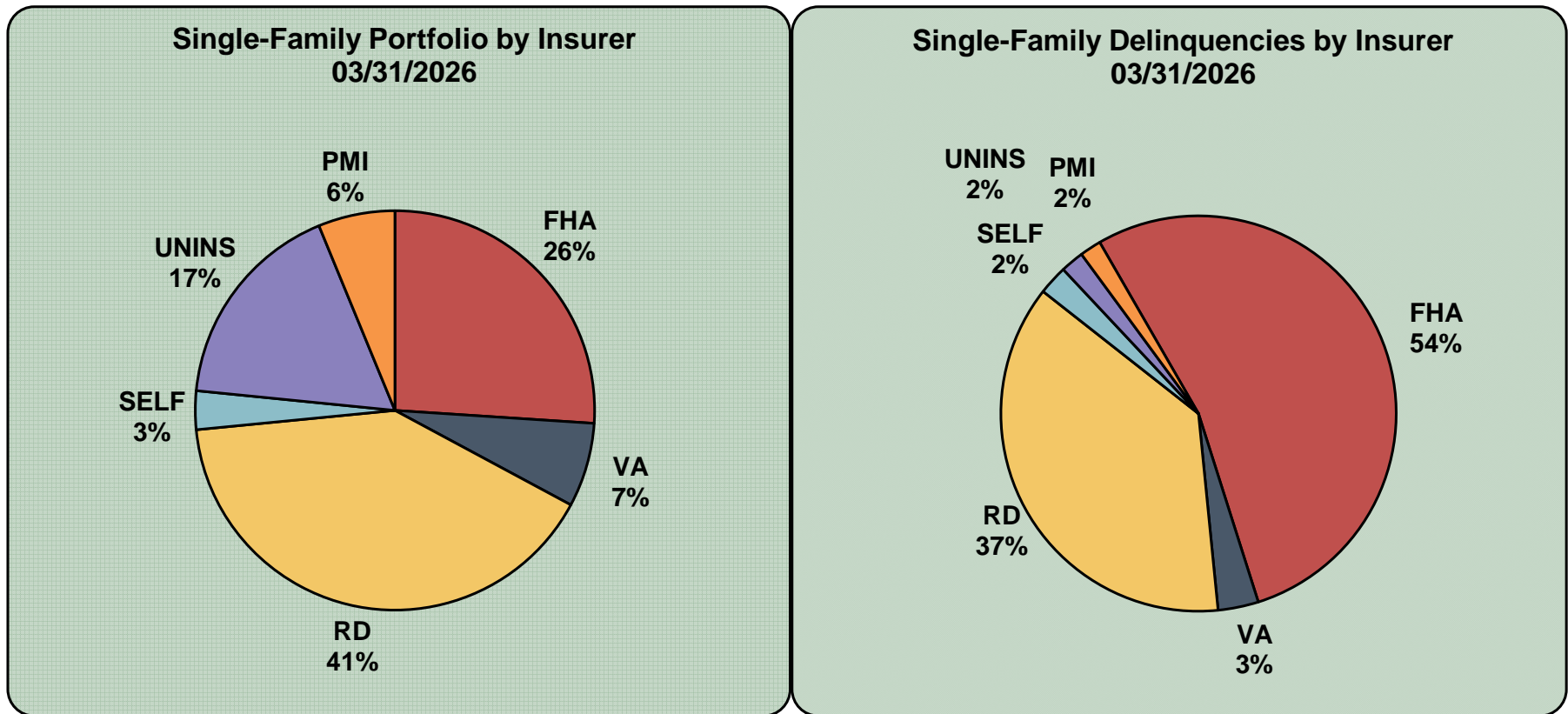
TYPE	2+ MONTHS	IN-FORECLOSURE
FHA	1.55%	0.16%
RD	1.08%	0.43%
All Uninsured (including SELF)	0.13%	0.02%
VA	0.10%	0.02%
SELF Insured	0.07%	0.01%
Uninsured (excluding SELF)	0.06%	0.01%
PMI	0.05%	0.00%

SINGLE-FAMILY DELINQUENCY RATES BY INSURER TYPE

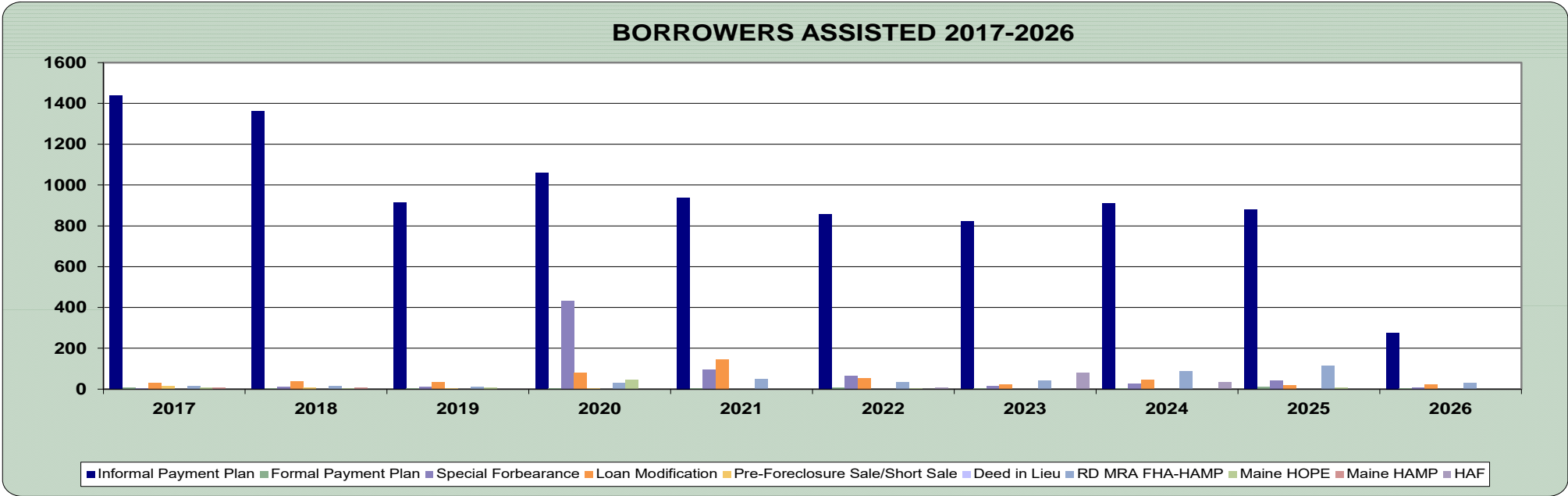


Single-Family Delinquencies by Mortgage Insurer

The following charts show the composition of MaineHousing loans by mortgage insurer. Self insured loans are mainly mobile homes. Uninsured loans are those not needing mortgage insurance (i.e. for loans under 80% property value). The following charts are in dollar amounts.



Single-Family Foreclosure Prevention Activities



Number of Borrowers Approved for Assistance

	Informal Payment Plan	Formal Payment Plan	Special Forbearance	Loan Modification	Pre-Foreclosure Sale/Short Sale	Deed in Lieu	RD MRA FHA-HAMP	Maine HOPE	Maine HAMP	HAF	Total Workouts
Mar-26	276	3	9	22	1	1	29	0	0		341
Dec-25	879	12	42	21	1	1	116	6	1	0	1079
Dec-24	909	4	27	44	1	0	88	1	1	32	1107
Dec-23	822	3	15	22	0	0	43	2	1	81	989
Dec-22	857	8	63	54	0	0	35	4	0	7	1028
Dec-21	939	5	94	146	2	0	50	2	0		1238
Dec-20	1058	5	432	79	3	0	29	44	2		1652
Dec-19	914	3	12	32	4	0	10	8	0		983
Dec-18	1361	4	12	39	8	0	15	3	6		1448
Dec-17	1437	8	4	31	14	0	14	8	7		1523

Actual Foreclosures

	Number of Foreclosures	Number of Loans in Portfolio	Percentage of Portfolio
Mar-26	4	10,891	0.04%
Dec-25	20	10,778	0.19%
Dec-24	12	10,239	0.12%
Dec-23	16	9,927	0.16%
Dec-22	21	9,739	0.22%
Dec-21	14	9,750	0.14%
Dec-20	38	10,668	0.36%
Dec-19	86	10,904	0.79%
Dec-18	57	10,673	0.53%
Dec-17	97	10,332	0.94%

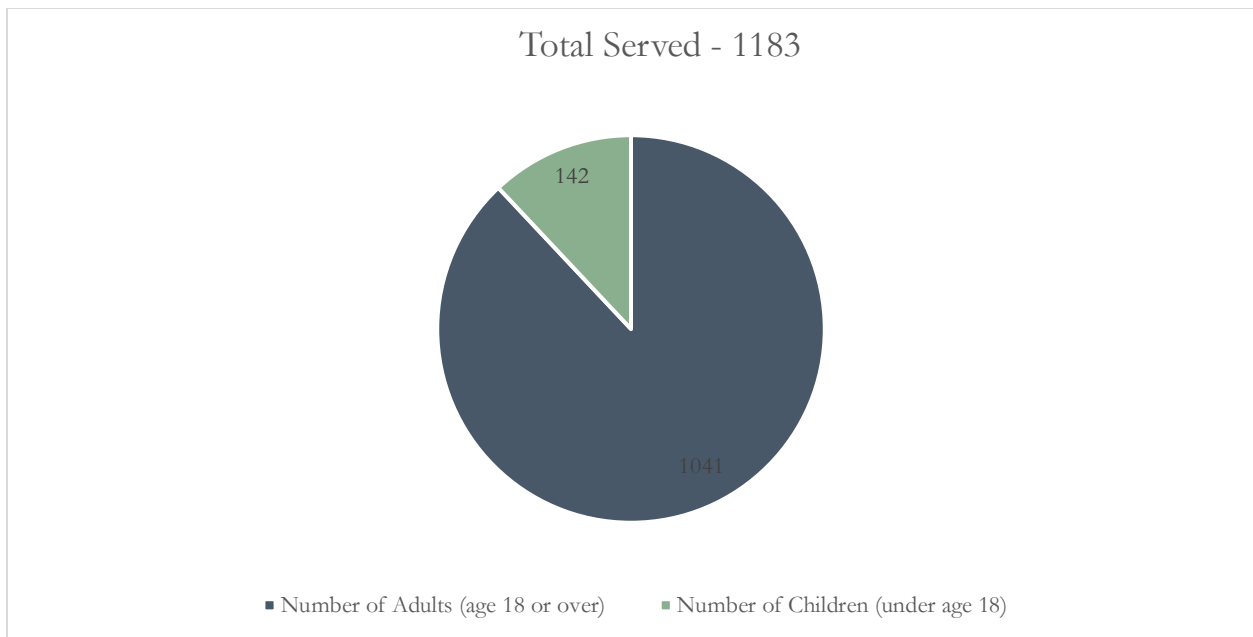
Homeless Initiatives Department Memorandum

To: Board of Commissioners
From: Kelly Watson, Director of Homeless Initiatives
Date: May 12, 2026
Subject: Homeless Initiatives Report

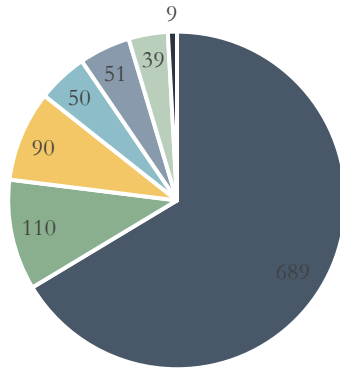
Homeless Data – April 2026

The following are the monthly statistics for April:

1. The total number of people served in ESHAP funded shelters (1183) increased by 25 individuals from March to April. This number does not include many of the Asylum Seekers in Portland as well as those served in hotels through GA, or those seeking emergency shelter with a Victim Service Provider.
2. The number of Exits to Permanent Housing increased from 55 in March to 89 in April. The total exits from shelter to any location was down by 25 in April from the previous period.

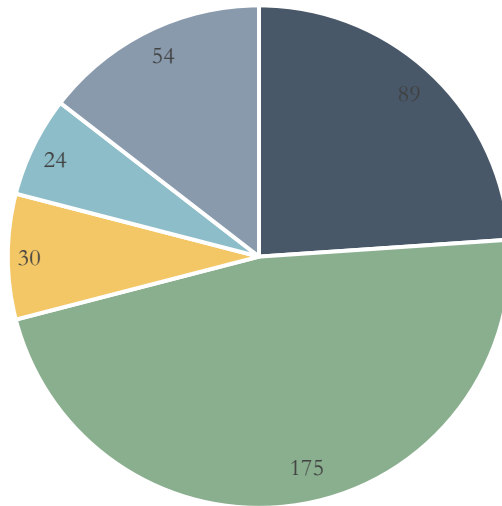


Residence of Clients Prior to Entry



- Homeless Situations
- Institutional Settings
- Staying or living in a friend's room, apartment or house
- Staying or living in a family member's room, apartment or house
- Hotel or motel paid for without ES voucher
- Permanent Locations
- Other Locations

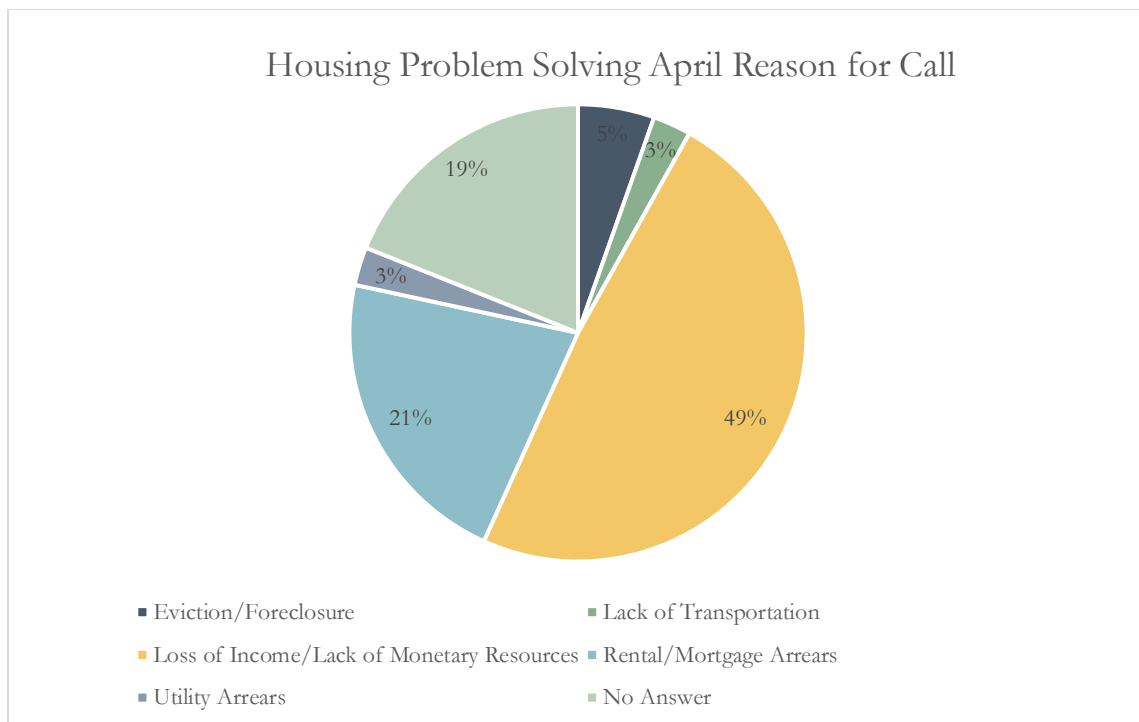
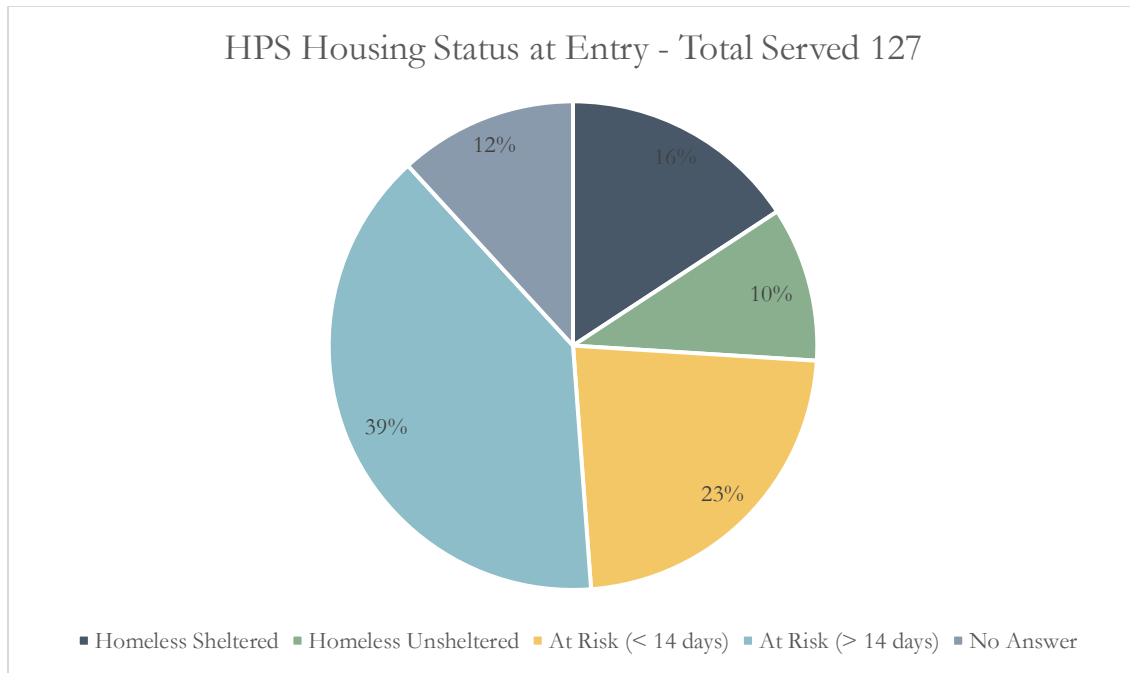
Residence of Clients after Entry

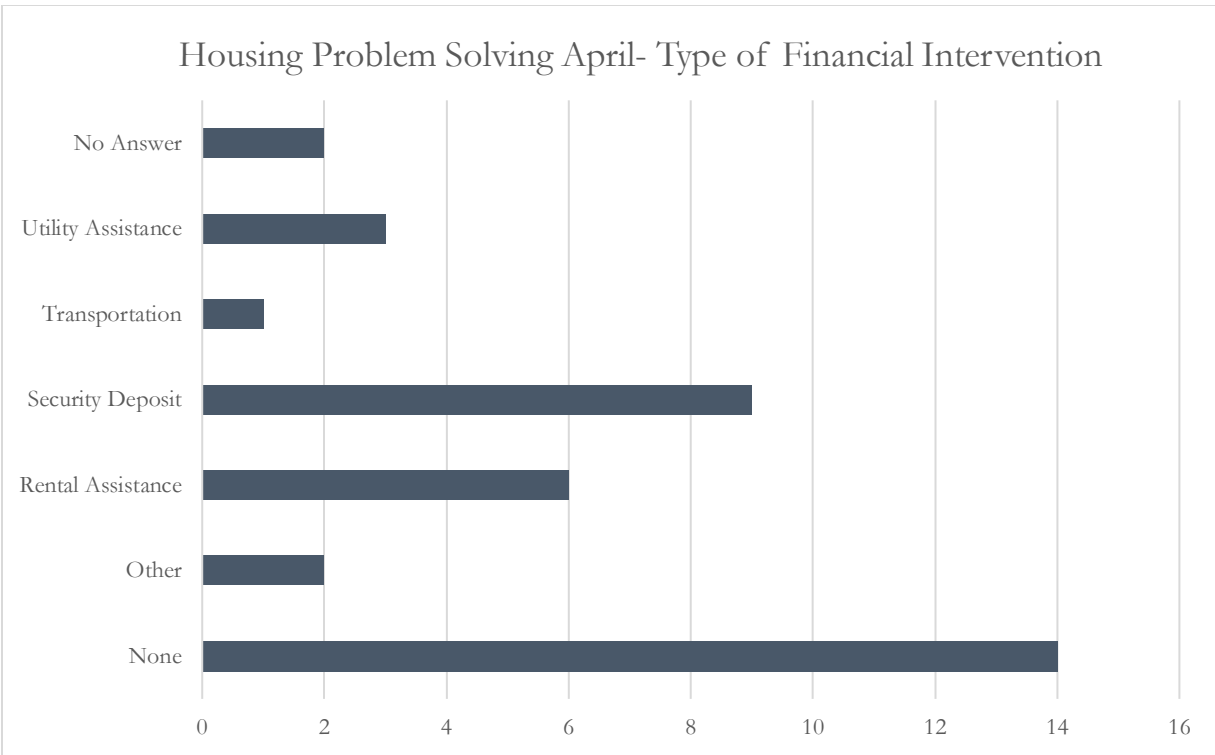


- Permanent Situations
- Homeless Situations
- Temporary Situations
- Institutional Situations
- Other Situations

Housing Problem Solving (HPS) Data

In the month of April, 127 households were served in the Housing Problem Solving Program. This number does not include those served at Victim Service Provider organizations. Of the 37 households exited from the program in April, 29 were reported to have a resolved housing crisis. Forty six percent of the households served reported having a disabling condition. The charts below break down household housing status at entry for all households, reason for client outreach, and type of financial assistance provided for those who exited in April.





Gaps and Needs Analysis

The finalized Gaps and Needs Analysis conducted by Housing Innovations for the Maine Continuum of Care was published on the Maine Homeless Planning website on April, 30th. The report is a culmination of a year’s worth of work collecting and analyzing statewide data to make recommendations on an optimal system design. The analysis and recommendations from Housing Innovations may be a source of information for the CoC and the SHC as they begin talks of a new statewide plan to end and prevent homelessness.

Program and CoC Monitoring

There is a season in the Homeless Initiatives department outside of winter, spring, summer, and fall called “monitoring season”, and it has begun. This season is filled with visits to grantees to ensure compliance with programmatic requirements as well as to provide technical assistance to ensure we are providing the support that they need to do so. Homeless Initiatives conducts monitoring for the programs administered within the department as well as on behalf of the Maine CoC for CoC funded projects.

Tedford Housing – Shelter Visit

On April 30th, members of Homeless Initiatives leadership visited Tedford Housing’s adult and family shelters in their new location. The visit provided an opportunity for a tour, conversations with staff, and feedback on MaineHousing’s work in the homeless services sector. The Tedford team is a passionate group of people making a big impact in their community, and it was wonderful to see that in action.

Maine Development Foundation – Institute for Civic Leadership Graduation

On April 17th, Kelly Watson, Director of Homeless Initiatives graduated from the 8-month Institute for Civic Leadership program through the Maine Development Foundation at Maple Hill Farm in Hallowell. The experience was transformative in many ways, not the least of which being connections with over 20 other participants from varying sectors and locations. Grateful would be an understatement for the opportunity from MaineHousing to participate in such a rich journey.



Service Hub Updates

Hub 1 has increased its quality data score to 27 out of 29 on the Built for Zero scorecard, with remaining questions relying on 1) implementation of the outreach plan and 2) adequate coverage of agencies doing assessments / follow ups. The Hub 1 Core Improvement Team is focused on more in-depth data analysis, particularly tracking the reasons behind inflow and outflow, and on annualized data tracking.

The Hubs are working hard to support communities with the upcoming transition from winter to summer, especially as warming centers start to close. With this transition, we recognize that there's a whole new set of dangers for our unsheltered community members. Hub 5 recently received another round of opioid settlement grant funding, and will be using this to provide supplies to unsheltered individuals, as well as assist with homelessness prevention. Providers have identified tick repellent,

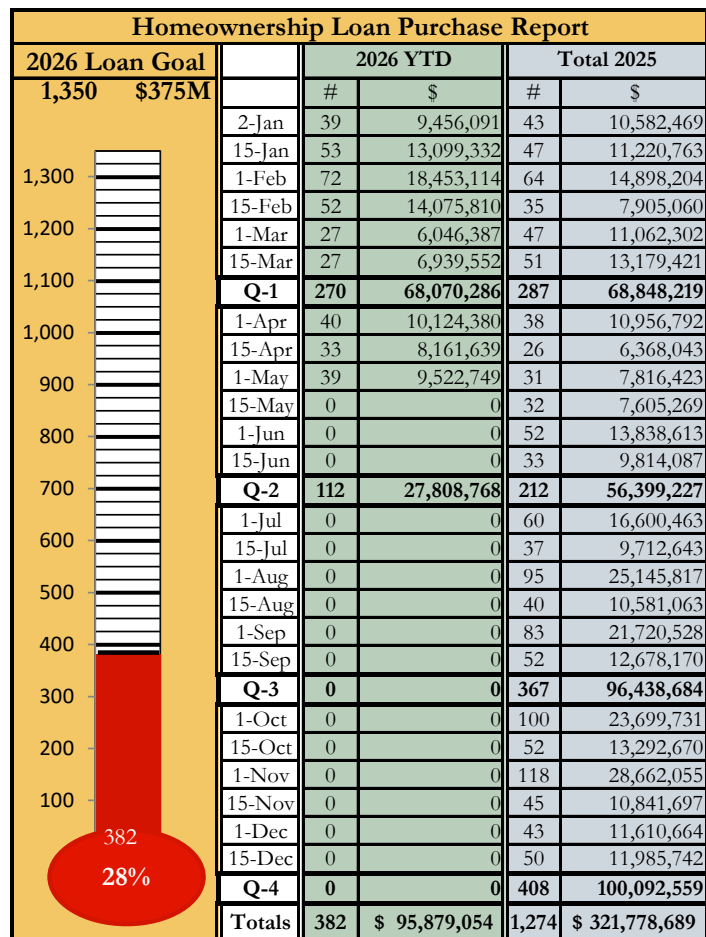
electrolytes, bug repellent and things of that nature as well as regular first aid kits and other basics as the largest needs at the moment.

In Hub 4, the Sewall foundation has created a pool of funding for all local agencies to access to pay for IDs to help reduce this barrier towards housing.

Homeownership Department Memorandum

To: MaineHousing Board of Commissioners
From: Patricia Harriman, Director of Homeownership
Date: May 12, 2026
Subject: Monthly Report – Homeownership Department

PRODUCTION UPDATE



Monthly Loan Reservations: 05/01/26	
#	\$ Volume
100	\$ 26,641,806

Loan Pipeline as of: 05/01/26	
#	\$ Volume
219	\$ 55,349,446

Loan Reservation Comparison					
April 2025		April 2026		2025 vs 2026	
#	\$ Volume	#	\$ Volume	#	\$ Volume
245	\$62,144,456	219	\$ 55,349,446	-11%	-11%

PROGRAM HIGHLIGHTS:

The real estate market in Maine continues to be tight but many realtors are reporting strong trends in some of our counties. Higher than average prices and low inventory have continued to lead to challenges in the market. March numbers indicate that sales for single family homes remained unchanged from those in March of 2025, while median sales prices also remained flat for the same period. While much of it reflects seasonal trends in Maine, it has also become very apparent that the market is strongly impacted by the constraints of the housing supply.

Judy Oberg, 2026 President of the Maine Association of Realtors states “we are seeing signs in some regional markets for pricing improvements for buyers, with seven of Maine’s 16 counties showing first quarter median sold price declines compared to a year ago.” The decline is a positive indicator for potential buyers that there is more room for negotiations on sales prices and that homeownership, in some areas, is within reach.

School years will begin to wrap up in the coming months and with that comes the expectation of additional homes on the market. Oberg said, “on average 39 families each business day bought a home in Maine during the month of March, and that number will grow during the second and third quarters of the year.”

MaineHousing’s First Time Homebuyer program remains steady and on pace with 2025 numbers for closed loans while reservations remain slightly below. While the slower than normal winter impact has been felt, we are confident that we will see the pipeline grow as the market sees the increase in supply.

Effective May 1st a 0.375% decrease in interest rate was initiated across all programs. The reduction in rate is set to give us a more competitive edge in the market as well as help those who need it most on their journey to homeownership.

Our goal remains steadfast in working with our lender and realtor partners through training and education to ensure our product is meeting the needs of their communities. We continue to work with and sign up new lending partners to help broaden our reach throughout the state while strengthening the offerings of our lending partners.

Education remains key and ensuring our borrowers have everything they need to be successful in their homeownership journey remains a top priority. Maggie Silva, Outreach and Education Coordinator, and Patricia Harriman, Director of Homeownership, have been working with Daniel Drost, Human Resources and Program Training Coordinator to develop a landlord education curriculum. As a requirement of our multi-unit advantage program borrowers must take a landlord education class but unfortunately there are less offerings for the class than the demand. Together Daniel and Homeownership developed a curriculum that will be free to potential borrowers and be available on our Bridge Training system. The course will provide knowledge, have skills assessments throughout and provide the borrower(s) with a certificate of completion that meets the requirements of our loan program. The course is in its final stages and is set to be released in late May. The program will also serve other departments within the agency who work with landlords and give them the tools they need for success.

OUTREACH AND EDUCATION UPDATES:

April was a busy month filled with outreach events. On April 15th, Maggie Silva and Lisa McKenna went to the MAMP Expo in Freeport to listen to a few presentations and get the chance to chat with new and existing lending partners. The day was filled with talk on the new appraisal form updates, cybersecurity and how the FBI asks people to report cyber-attacks, and a panel of local realtors who answered questions on how they deal with diversity, discrimination, and helping borrowers find housing in such a difficult market. On the weekend of April 18th, Maggie had several guests at the booth at the Maine Home Show in Augusta. This is an event we have attended every year and is always successful; Maggie got the chance to talk to over 120 people about their first-time homebuyer situations, whether for themselves or their children, and hand out information to at least 60% of the people she or her co-workers conversed with. Maggie was accompanied by Lisa McKenna, Maggie Nason, Jennifer Pare, and Anne Lambert at this event. On April 27th, Maggie embarked on a new adventure to attend a financial literacy fair hosted by the JMG department at Skowhegan High School. Ben Stonebraker, from the HCV department, attended with her. Their task was to help students decide between homeownership and renting depending on the financial situations and credit scores they were given ahead of the event. Some of the students “busted” their budget and had to adjust at the end, but the exercise was meant to show them in real time how money is spent and the responsibility a person holds with their finances based on how they have conducted themselves in society.



Housing Choice Vouchers Department Memorandum

To: MaineHousing Board of Commissioners

From: Allison Gallagher - Director of HCV Programs

Date: May 19, 2026

Subject: Monthly Report – Housing Choice Voucher Program

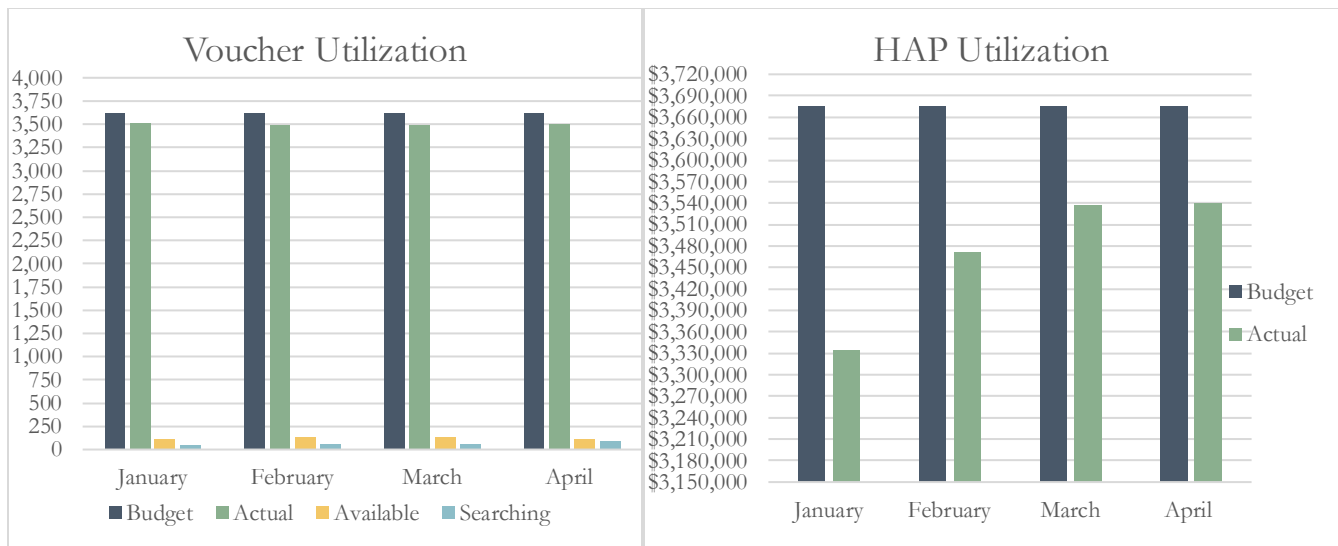
HCV Program Updates:

HCV received the 2026 HAP renewal funding notification from HUD. The program will be funded at \$45,758,894. This is about \$4.4M more than we anticipated.

We recently offered over 200 referral opportunities to Homeless Priority and selected over 300 from the centralized waitlist. 89 voucher holders are currently searching for units.

We are also transitioning STEP to HCV for those who have maxed out 24 months of STEP eligibility and EHV to HCV, the EHV program will not be funded beyond 2026.

Unit availability is the biggest challenge to utilize all of the funds, our plan is to prioritize Project Based Voucher vacancies, requests for unit approvals already submitted and lease-in-place tenants off the waitlist.



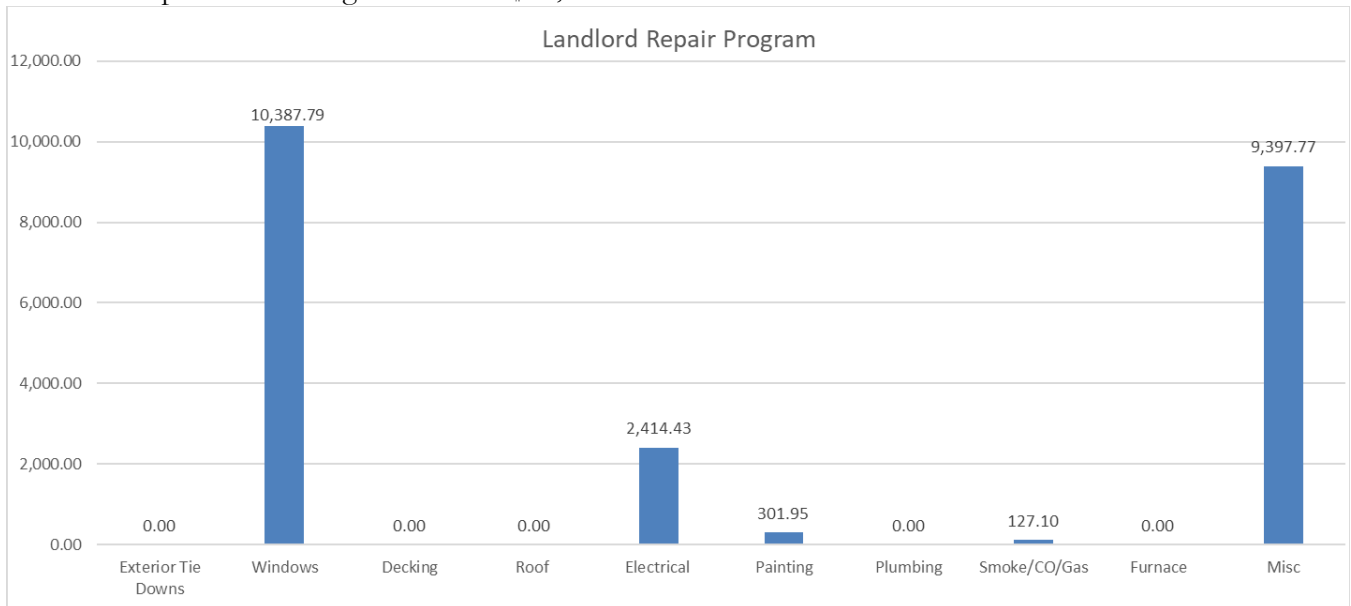
Eviction Prevention Program:

2026 EPP Administrator RFP has been posted on the MaineHousing website on April 22, 2026, and is due by 5 p.m. May 22, 2026.

HCV Inspection Updates:



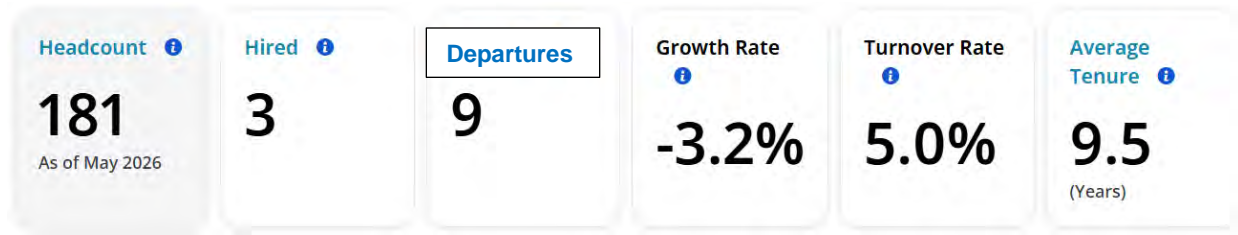
Landlord Repair Grant Program YTD – \$22,379.04



Human Resources and Facilities Department Memorandum

To: Board of Commissioners
From: Jane Whitley, Director of Human Resources & Facilities
Date: May 12, 2026
Subject: Board Report

Human Resources Updates



Maine Paid Family Medical Leave (Maine PFML)

As we move forward with the Maine Paid Family Medical Leave Act (Maine PFML) which was effective May 1, 2026, we have contracted with The Standard (who currently administers our Life, STD, LTD benefits) to administer the Maine PFML leave program in coordination with our other leave benefits. The Standard will be the single point of contact for employees.

We Are Hiring!

You may visit our website at www.mainehousing.org/about/careers to view our vacant positions: Director of IT, Director of Multifamily Development, Loan Operations Manager, Federal Programs Accountant, Internal Auditor, Homeless Program Specialist, and two Asset Manager I positions. Encourage your friends and family to apply.

Upcoming retirements:

We have three upcoming retirements: Director of IT, Director of Audit, and Federal Program Account. We wish them all the best!

Program Training

Daniel Drost worked with the Homeownership department creating a comprehensive landlord training program for First Time Home Buyers – Multi-Unit Advantage Program. This training is for first-time homebuyers who will be landlords in 2- to 4- unit, owner occupied properties. The module is part of the homebuyer education program that all First Home, particularly in this program, that borrowers must complete. Currently, none of the other training providers in the area are offering this type of training. This module, which will be approximately 3 hours in duration with a certificate of completion at the end, includes: Getting Ready to be a Homeowner AND a Landlord; Building a Sound Business Model; Documentation and Recordkeeping; Understanding Legal Requirements; Preparing for the First Tenants; Selecting Qualified Tenants; Marketing and Advertising; Leasing the Unit; Keys to a Successful Tenancy; When the Tenancy Ends; Rental Subsidy Programs; and a List of Resources

This training module will be made available on MaineHousing’s Bridge Learning Management System and will be free to all participants.

ActWell Team News & Events

- ActWell held their first annual spring craft fair (we also host one in November prior to the holiday season.) MaineHousing employees shared their crafty creations with their coworkers. Items included baked goods, stained glass, cribbage boards, and beaded accessories. By all accounts, it was deemed a success!



- We will be hosting a breakfast Yogurt Bar on May 19; you are welcome to stop by before the board meeting.
- We are also in the middle of our Spring Wellness Challenge, which encourages staff to get active and walk either by doing internal loops in our building or walking in our parking lot/neighborhood. At the end of the three-month challenge period, participants will have their names entered in a random drawing with the two lucky winners receiving vehicle passes to Maine’s beautiful State parks.
- Lastly, we are encouraging staff to participate in the “Signs of Spring Hope Walk” to be held on May 29th on the Kennebec Rail Trail. This is an annual event sponsored by Kennebec Behavioral Health to raise money and awareness for mental health care.

Facilities Updates

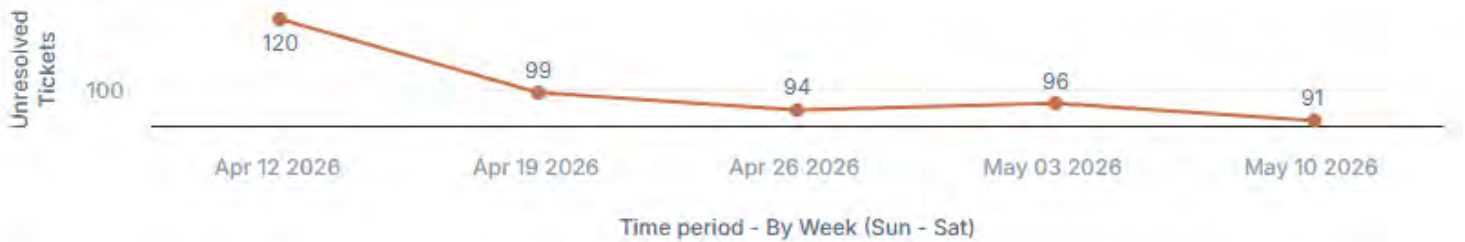
- Our internal 911 Emergency Response team took a CPR and First Aid training class in April.
- GDI Services deep cleaned our carpets in April and will be washing our windows at the end of the month.
- New security lighting covering our dumpsters has been installed.
- We are in the processing of upgrading three exterior security cameras.
- Minuteman Security will be installing a new handicap accessible door operator to the cafeteria door. This will provide more convenient year-round wheelchair access and assist with deliveries from vendors and during staff events.
- Campus spring clean-up has been completed, and the whiskey barrels are full of spring flowers.

Information Technology Department Memorandum

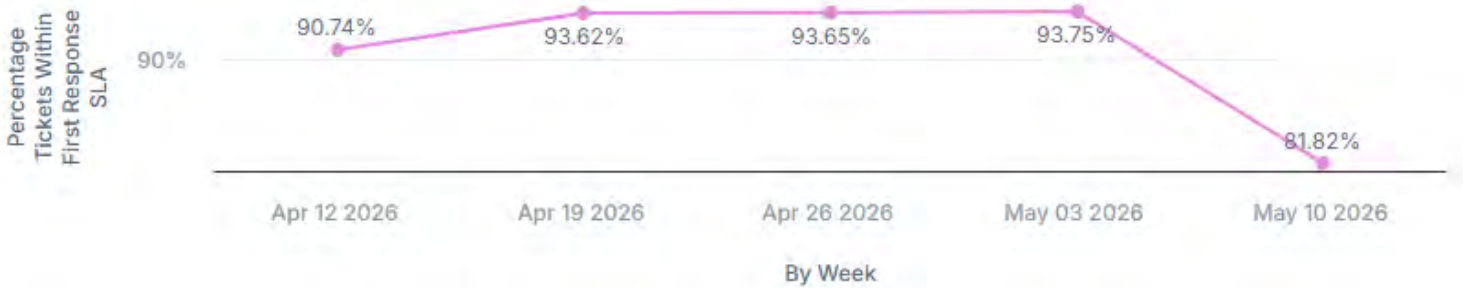
To: Board of Commissioners
From: Craig Given, Director of IT
Date: May 12, 2026
Subject: Monthly Report

Unresolved Tickets - Trend

Group By : **By Week** ▾



First Response SLA Compliance - Trend



Resolution SLA Compliance - Trend

Group By : **By Week** ▾



Information Technology Updates:

- Application Specialist position filled, and started in position at the end of April.
- Director of Information Technology hiring process is ongoing.
- Migration to Microsoft Teams phone completed and cleanup of minor issues are ongoing. Close out of previous system is in progress.
- Migration to new fax solution completed.
- Operations and Help Desk teams participating in workshop in preparation for implementing OneDrive and SharePoint technologies within Microsoft 365.
- Training modules for Acceptable Use Policy (AUP) and Responsible AI Use launched on new Learning Management System. Completion deadline is scheduled for May.
- Quarterly security training is underway in May.
- Data Stewardship Team is evaluating software tools to aid in the development of data map and dictionary.
- Prepared hardware inventory in preparation for annual hardware refresh.
- Working with departments on software solutions to support Grant Management and EHS.
- Ongoing configuration and implementation of Microsoft Purview. Preparation for the implementation of additional software features of Microsoft 365, including Teams, SharePoint and OneDrive.
- Continued quality improvement process for ITSM (Information Technology Service Management) software. Started implementation of Employee Journeys tool to improve tracking of Onboarding/Offboarding/Crossboarding.
- Applied security patches to critical systems to address identified vulnerabilities.

Planning and Research Department Memorandum

To: Board of Commissioners
From: Jonathan Kurzfeld, Ph.D., Director of Planning and Research
Date: May 12, 2026
Subject: May 2026 Board Report

Planning and Research Department (PnR)

PnR’s post-reporting phase includes revisiting new cover design based on input from Director Dan Brennan, and internal debriefs around process review and improvement for next year. We’re also beginning to plan PnR’s offsite team outing, a day for the team to connect and have some fun together in mid-to-late June.

MaineHousing’s Employee Experience Team (“E-Team”), acting on feedback from staff eager to learn more inter-departmentally about agency roles and objectives, has introduced an “Open House” initiative. To encourage participation, we’ve begun working on date and format options to kick it off with a PnR Open House. The vision, as we understand it, is an afternoon break period when coworkers can visit our area, enjoy refreshments, and speak with the PnR team about prepared materials showcasing the department’s various responsibilities and work products.

April and May have been busy months for process and methodology review in our data analytics shop. A previously unknown shortcoming with the heating degree day data provided by the National Oceanic and Atmospheric Administration (NOAA) was discovered, which impacted our heating demand estimates for the HEAP program. Data Analyst Byers worked with me to provide a rapid update to our methodology so HEAP rulemaking could proceed with reliable estimates in the benefit matrix. In addition, we are in the midst of a methodological review of our heating fuel consumption estimates, provided by HUD in 2016, to assess their reliability and explore whether any alternative options may provide greater accuracy for our utility allowance calculations.

External Communications

Press Interaction	ME-based outlets Press contacts*	Out-of-state outlets Press contacts*	Director-level Press interviews
April 2026	9	2	8
Previous 3 mo Average	12.3	1	9.3
Previous 12 mo Average	15.2	0.6	10.4
April 2025	23	0	19

**Repeated outreach from the same outlet regarding a single topic is considered a single press contact.*

Between April 15 and May 8, 2026, MaineHousing engaged in 10 media interactions across local, statewide, regional, and national or specialty outlets. These inquiries centered primarily on housing

development projects, housing policy and legislation, homeownership, accessory dwelling units (ADUs), Community Aging in Place (CAIP), and program financing.

Of the 10 most recent press interactions, from the latter half of April and beginning of May, eight resulted in published stories, while two are longer-term pieces still in the reporting and information-gathering phase. Although April was slightly busier in total media volume, interest in May to date has been more concentrated around issues with direct public-facing relevance. Key topics are Home For Good, the CAIP program, outcomes of the recent legislative session, and a potential new housing development in Lisbon to replace the aging Farwell Mill project. Collectively, these media inquiries underscore sustained interest in MaineHousing’s role in both program delivery and broader housing policy discussions.

Coverage during this period reflected a strong mix of outlets and formats, indicating broad geographic and audience reach. MaineHousing appeared in the Portland Press Herald, Sun Journal, and Bangor Daily News (daily Maine newspapers); NewsCenter WCSH (broadcast television); Shelterforce/CQ Research and the Maine Monitor (policy, nonprofit, and specialty outlets); Boston Globe (regional/national media); and the Maine Morning Star (State policy journalism). This diversity signals that MaineHousing continues to be sought out for project-level reporting, but also expert analysis, data, partner connections, and policy context, positioning the agency as a trusted thought leader on housing affordability and development issues in Maine. It further cements our ongoing commitment to being responsive, useful, and accurate in every legitimate media interaction, and the result: approximately 80% of media requests filtered through PnR resulted in neutral or positive coverage, and no stories published during this timeframe portrayed the agency negatively.

Finally, this period also marked an ongoing expansion of MaineHousing’s owned media strategy with the release of the first two episodes of *hoMEviews*, the agency’s in-house produced podcast, in April and May. Early response suggests the podcast has helped drive increased engagement across MaineHousing’s social media channels—including YouTube, Facebook, and LinkedIn—complementing earned media coverage and strengthening direct connections with audiences interested in housing policy, programs, and solutions.

Taken together, strong earned media performance and the successful launch of *hoMEviews* reinforce MaineHousing’s growing visibility and credibility across both traditional media and agency-owned channels, positioning the organization as a trusted, accessible source of housing expertise statewide.

Social Media

Facebook Activity	Organic Posts	Organic Views	New Follows	Direct Interactions
April 2026	9	20,677	83	7
Previous 3 mo Average	-	-	52.67	8.33
Previous 12 mo Average	-	-	-	-
April 2025	-	-	-	-

“Organic Posts” and “Organic Views” are metrics specific to posts created in house and shared by PnR staff -- organic, unpaid content. “New follows” to the MaineHousing account may come from this organic content or from paid advertising efforts through Rinck, our marketing partner. “Direct interactions” are PnR responses to comments to and messages regarding any type of MaineHousing Facebook content, paid or organic.

Five months into tracking social media metrics, we are continuing to fine tune the stats we report for assessing progress toward the applicable strategic plan goals. Those include increasing exposure and brand familiarity, reaching new audiences, and sharing information that engages and enlightens viewers (see details in the Goal 7 section of PnR’s roadmap). Based on this, the data reported here

has been shifted. Metrics for previous months since December were Viewers, New Follows, Content Interactions, and Direct Interactions. Categories determined to be more relevant, reported here and going forward, are Organic Posts, Organic Views, New Follows, and Direct Interactions.

In April, organic posts and corresponding views were both down from last month, 31% and 48% respectively, as PnR Coordinator Anderson had a particularly busy design month working up the annual Federal Funds and State HOME reports, among other non-social media tasks. Numbers are expected to go back to the increasing trend that had been seen previously.

Internal Communications

Intranet Activity	Total Monthly Visits	Average Pages Per Session	Average Session Time
April 2026	2,057	1.07	3.4
Previous 3 mo Average	6,373	1.92	2.8
Previous 6 mo Average	6,868	1.94	2.98
April 2025	-	-	-

The number of intranet visits in the month of April is clearly anomalous. We believe this to be some sort of error with our Google Analytics reporting, but we have not yet found the source of it. The smart money is on this number being retroactively updated in coming months. Also, as we pass a full year on the SharePoint intranet platform, next month's report will change the 6-month average chart statistic to a 12-month average, consistent with the majority of the other tracked metrics.

Interdepartmental Support

Lytho Activity	New Requests	Requests Completed	Median hours to completion*	Top 2 Departments
April 2026	25	36	5.32	EHS, Homeless
Previous 3 mo Average	21.7	21.3	20.8	EHS, HI, PnR, AM, HO
Previous 12 mo Average	22.1	23.5	11.6	EHS, Homeless
April 2025	27	31	5.57	Homeless, EHS

*These hours are the project duration, which begins once the job has been accepted and ends when it is marked completed. This excludes any lag time between submission and staff acknowledgement, such as when a request is submitted on a Friday afternoon and not seen by PnR staff until the following week.

Closed jobs in Lytho were significantly up in April, reflecting the end of PnR's busy reporting season.

Website

Web Traffic	Visitors	Total Hits	Engagement	Top 2 Program Areas
April 2026	55,529	102,527	51.4%	Energy, Homebuyer
Previous 3 mo Average	53,074	166,308	75.97%	Energy, Homebuyer
Previous 12 mo Average	52,771	183,677	82.27%	Energy, Homebuyer
April 2025	52,323	177,010	82.5%	Homebuyer, Rental

Attached is the website statistics report for April. CMP showed up in top referrals to the site for the month, likely based on some sort of HEAP push for people with outstanding electricity balances.

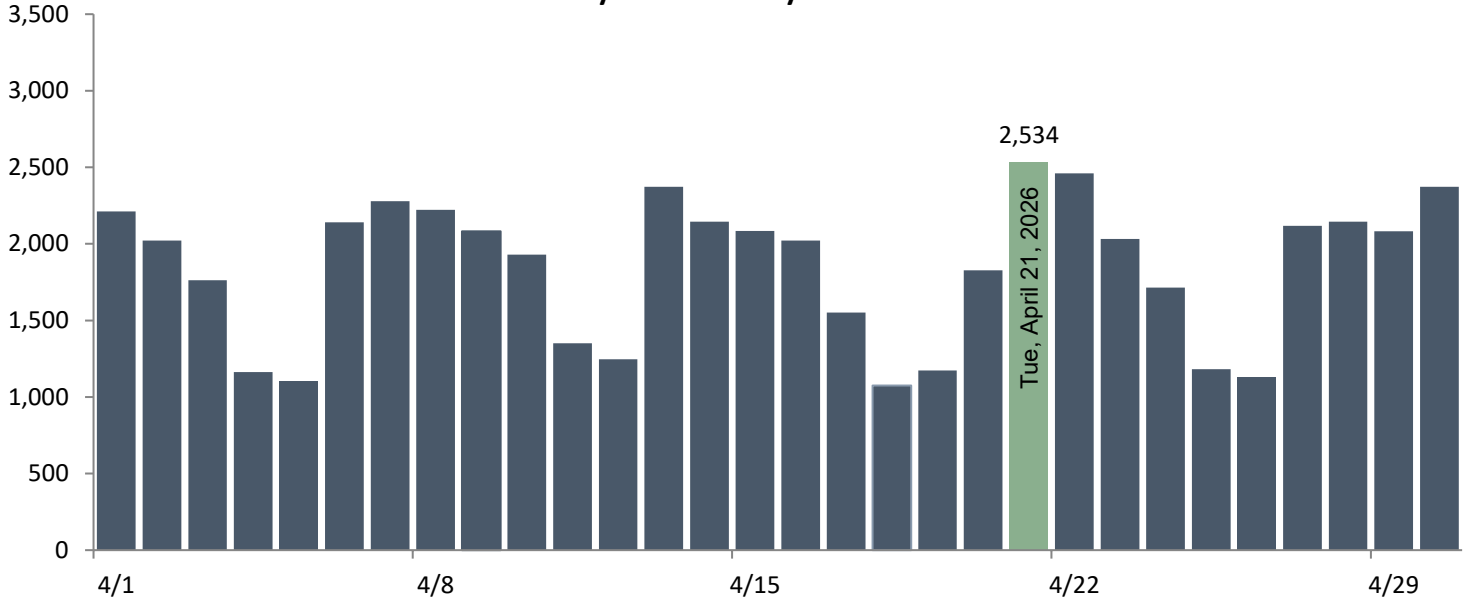
Attachments:

- April website traffic report

April 2026 - MaineHousing Website Statistics

Hit Summary

Daily Hit Analysis

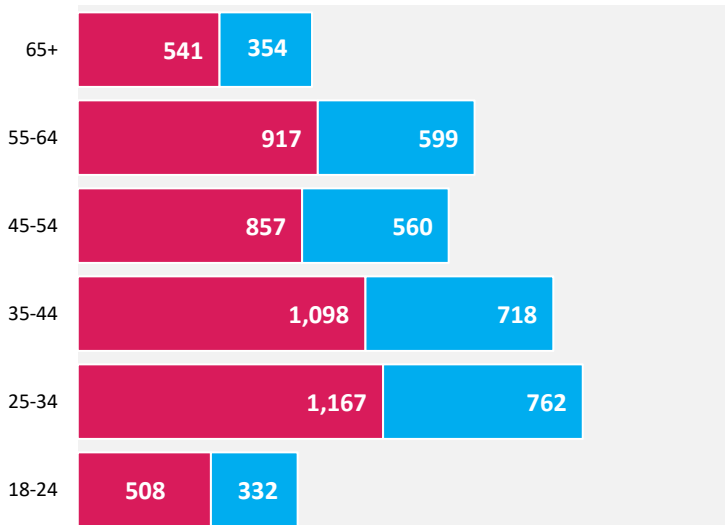


Visitors	Unique Visitors	Page Loads (Hits)	Avg Page Views	Avg Duration	Avg Engagement Rate
55,529	34,287	102,527	1.84	0:02:47	51.4%

Demographics Summary

Demographic information collected by Google Analytics via a 3rd party collection tool. Age and gender are estimated numbers based upon several features present on a users mobile device, browser history, and other factors. Users must have previously allow this information to be collected through browser or app settings.

AGE & GENDER



60%



40%

TOP CITIES

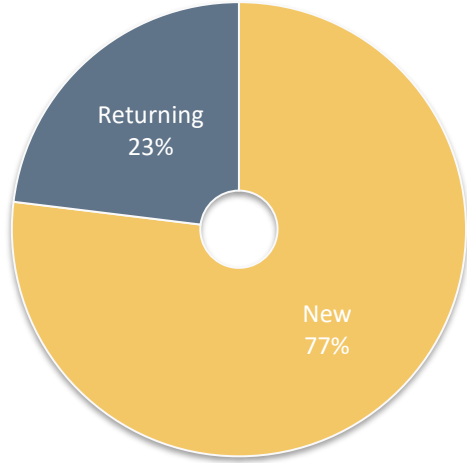
Portland, Maine	3,963
Boston, Massachusetts	3,888
Bangor, Maine	1,847
Ashburn, Virginia	1,787
Augusta, Maine	1,682
New York, New York	1,272
Lewiston, Maine	1,223
South Portland, Maine	576
Frankfurt, Germany	548
Auburn, Maine	541

Top Cities account for 31.20% of all website traffic

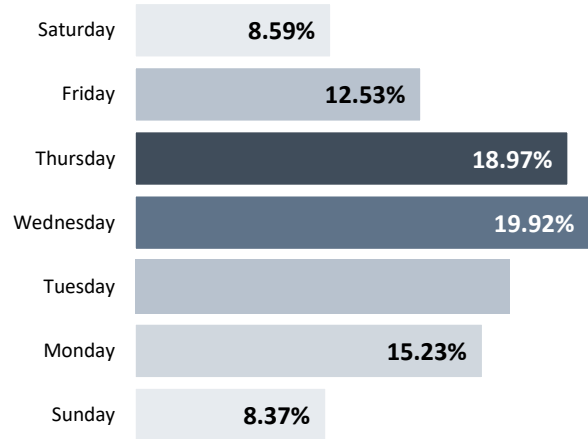
Visitor Engagement

Demographic information collected by Google Analytics via a 3rd party collection tool. Age and gender are estimated numbers based upon several features present on a users mobile device, browser history, and other factors.

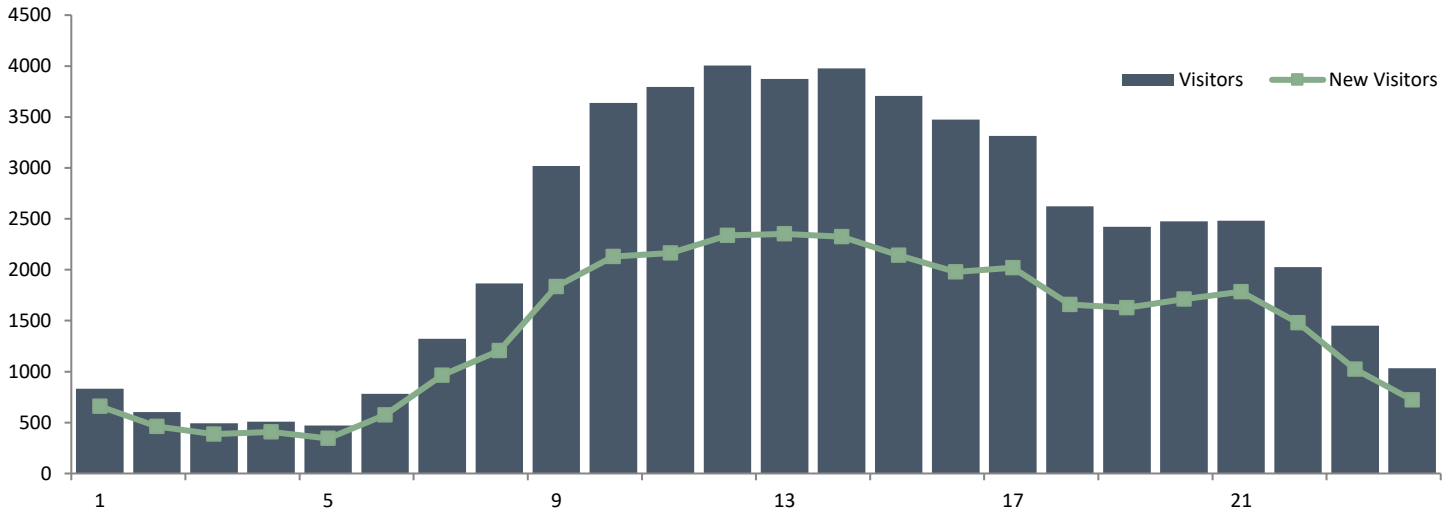
NEW & RETURNING VISITORS



DAYS OF THE WEEK

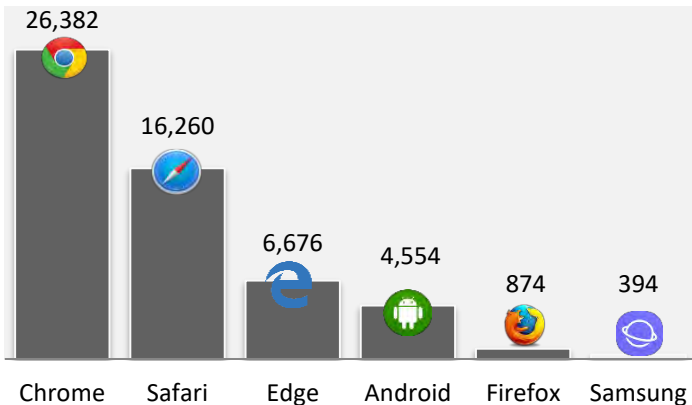


HOUR OF THE DAY



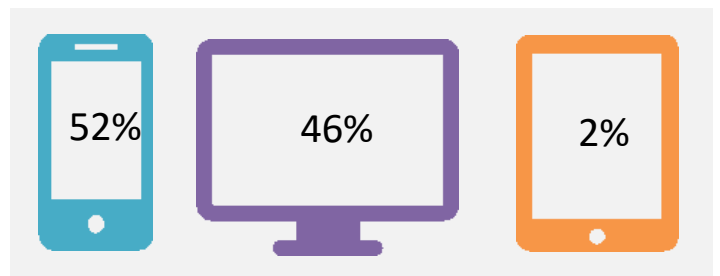
Visitor Technology Summary

Web Browser Analysis



DEVICE ANALYSIS

Cell Phone Desktop Tablet



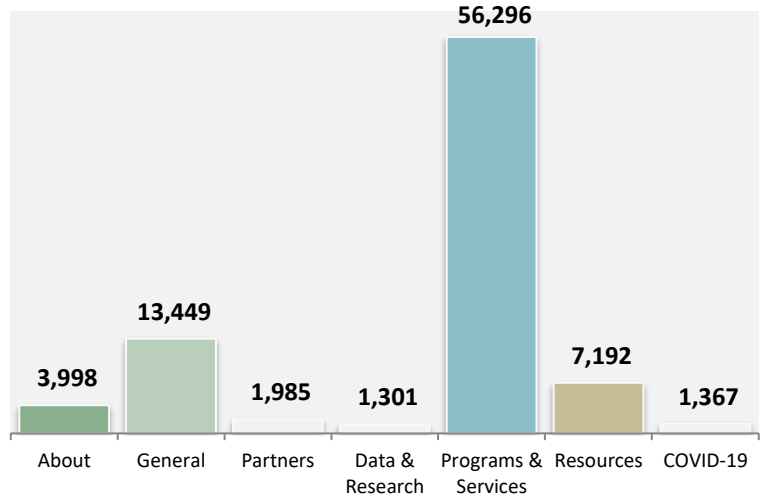
280

Popular Content

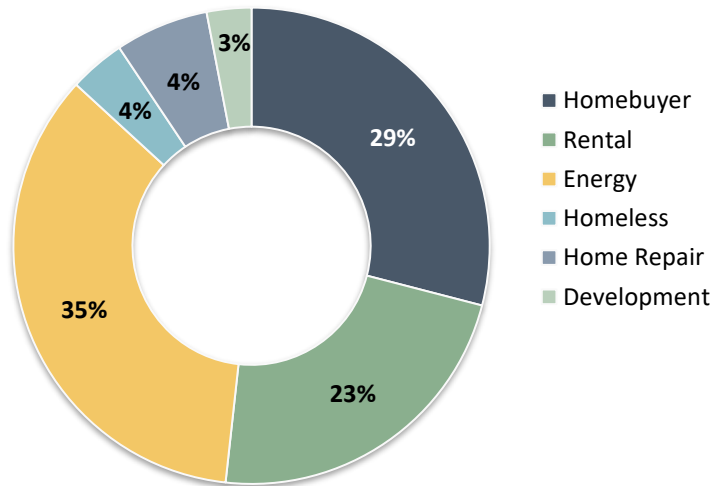
Popular content on our site is defined by pages and or sections of our site that have the highest visits. Below content has been categorized by page, program area and content sections. COVID-19 was added in March of 2020.

Page Title	Hits
Home Energy Assistance Program	9,674
Home	7,976
Home Energy Assistance Program Online Application Resources	6,939
First Home Loan Program	5,952
Rental Assistance	3,934
Welcome to MaineHousing.org	3,610
Housing Choice Vouchers	3,297
Subsidized Housing	2,916
Mortgage Calculator	1,816
MaineHousing Lenders	1,801
HEAP Income Eligibility	1,585
Homebuyer Income & Purchase Limits	1,584
Home Repair	1,383
Current Interest Rates	1,318
HEAP & LIAP Agency Contacts	1,251
Rent - Income Charts	1,208
Emergency Shelters	1,157
Contact MaineHousing	1,144
Steps to Homeownership	1,025
First Generation Program	987
Low Income Assistance Program	987
Eviction Prevention Program	976
Programs - Services	856
Weatherization Program	848
Homebuyer Programs	833

Popular Content By Program

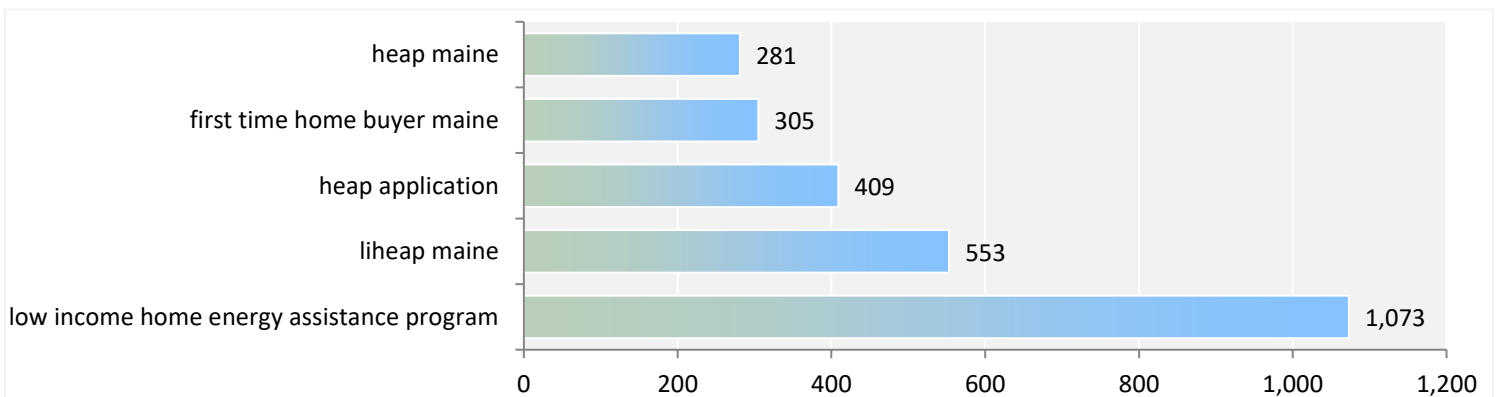


Popular Content By Section



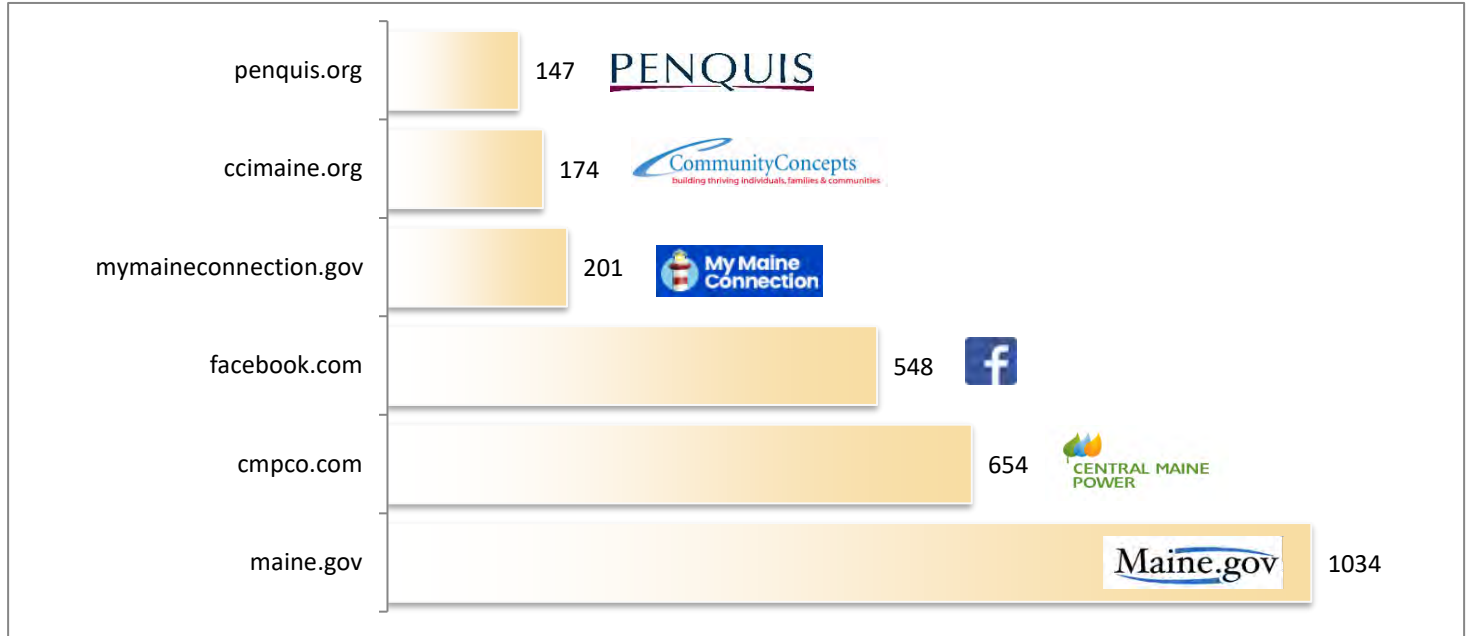
Search Keywords

Below are some of the most popular phrases that people are typing into a search engine (such as google or bing) that then provide a search result for our site.



Referring Websites

Referring websites are sites that link to our own website. When a visitor clicks on that link and visits our website, the site they came from becomes a referring site. Below are highlighted a few of the top referring sites.



Board Calendar 2026-2027

<p>MAY 19, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Legislative Update • Adopt QAP (VOTE) • Vote on New 2nd Lien Bond Resolution (VOTE) <p><u>Program Presentations:</u> Mortgage Purchase Program (MPP) Overview/Financial Results Homeless Initiatives Department Update</p>	<p>JUNE 16, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Legislative Update/Update from the Governor’s Office • Adopt HEAP Rule/State Plan (VOTE) • Adopt DOE Weatherization State Plan (VOTE) • Homeless Rule Introduction • PHA Plan Introduction • MF Capital Stack <p><u>Program Presentations:</u> HCV department update Planning and Research Department Update</p>
<p>JULY 21, 2026</p> <p style="text-align: center;">Meeting to be held if necessary</p>	<p>AUGUST 18, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Commence Rulemaking Homeless Solutions Rule (VOTE) • PHA Plan Public Hearing • 2027 Goal Setting – initial discussion <p><u>Program Presentations:</u> HR & Facilities department and building physical plant update</p>
<p>SEPTEMBER 15, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Homeless Solutions Rule Public Hearing • Adopt PHA Plan (VOTE) • 2027 Goal Setting – continued discussion <p><u>Program Presentations</u></p>	<p>OCTOBER 20, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Adopt Homeless Rule (VOTE) • 2027 Goal Setting – Priorities <p><u>Program Presentations:</u> Legal Services department update</p>
<p>NOVEMBER 17, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Review Preliminary 2027 Budget • Resource Allocation for 2027 • Legislative Update <p><u>Program Presentations:</u> Loan Servicing presentation</p>	<p>DECEMBER 15, 2026 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Approve 2027 Budget (VOTE) • Elect Officers (VOTE) • MPP Series Resolution (VOTE) • Updates from the Governor’s office <p><u>Program Presentations:</u></p>
<p>JANUARY 19, 2027 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Legislative Preview • Strategic Plan Update <p><u>Program Presentations:</u> Multi-family Development – 2026 Review, 2027 Preview</p>	<p>FEBRUARY 16, 2027 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Legislative Update • Governor’s Office Update • Introduce DOE Weatherization State Plan <p><u>Program Presentations:</u> Homeownership – 2026 Review, 2027 Preview</p>
<p>MARCH 16, 2027 <u>Board Business:</u></p> <ul style="list-style-type: none"> • DOE Weatherization State Plan Public Hearing • Legislative Update • HEAP Rule/State Plan introduction <p><u>Program Presentations:</u> Asset Management department update</p>	<p>APRIL 20, 2027 <u>Board Business:</u></p> <ul style="list-style-type: none"> • Legislative Update • Commence Rulemaking HEAP Rule (VOTE) • Executive Session – Personnel Matter (VOTE) <p><u>Program Presentations:</u> 2026 Budget and Audit results</p>