

NEW ISSUE

RATING: Moody's Aa3

Interest on the 2016 Series B Bonds is taxable as ordinary income for federal income tax purposes. See "Legality and Tax Status" herein.

\$22,700,000

UTAH HOUSING CORPORATION

Single Family Mortgage Bonds, 2016 Series B (Federally Taxable)

Dated: Date of Delivery

Due: As shown below

The Utah Housing Corporation Single Family Mortgage Bonds, 2016 Series B (Federally Taxable) (the "2016 Series B Bonds") are being issued under and pursuant to a General Indenture of Trust, dated as of August 1, 2012 (the "General Indenture"), between Utah Housing Corporation ("UHC") and Zions Bank, a division of ZB, National Association, as trustee (the "Trustee"), and a 2016 Series B Indenture, dated as of December 1, 2016, between UHC and the Trustee.

The 2016 Series B Bonds are issuable only as fully registered bonds without coupons and will be registered in the name of Cede & Co., as nominee of The Depository Trust Company ("DTC"), New York, New York. DTC will act as securities depository of the 2016 Series B Bonds. Individual purchases will be made in book-entry form only, in the principal amount of \$1,000 or any integral multiple of \$1,000 in excess thereof. Purchasers will not receive certificates representing their interest in 2016 Series B Bonds purchased.

Interest on the 2016 Series B Bonds is payable on January 1, 2018 and thereafter semiannually on July 1 and January 1 of each year. Principal and interest on the 2016 Series B Bonds are payable by the Paying Agent to DTC, which will be responsible for remitting such principal and interest to its Participants, which will be responsible for remitting such principal and interest to the Beneficial Owners of the 2016 Series B Bonds, as described under the caption "DESCRIPTION OF THE 2016 SERIES B BONDS – Book-Entry Provisions" herein.

The 2016 Series B Bonds are subject to redemption prior to maturity, including special redemption at par under certain circumstances, as more fully described herein.

\$22,700,000 2.17% Term Bonds Due January 1, 2047 Price 100% CUSIP 917436 6Z5
(Plus accrued interest)

The 2016 Series B Bonds are special obligations of Utah Housing Corporation, payable solely from and secured by the pledge pursuant to the Indenture of the revenues and assets derived from the proceeds of the Bonds, including the money and securities held in the Funds and Accounts created by the Indenture. Such pledge and lien of the Indenture on revenues and other assets is on parity with the pledge and lien of other Bonds outstanding under the Indenture. Neither the State of Utah nor any political subdivision thereof is obligated to pay the 2016 Series B Bonds and neither the faith and credit nor the taxing power of the State of Utah or of any political subdivision thereof is pledged to the payment of the principal or redemption price of or interest on the 2016 Series B Bonds. UHC has no taxing power.

The 2016 Series B Bonds are offered when, as and if received by the Underwriter, subject to the approval of legality by Ballard Spahr LLP, Salt Lake City, Utah, and certain other conditions. It is expected that definitive 2016 Series B Bonds will be available for delivery in Salt Lake City, Utah, on or about December 20, 2016.

ZIONS BANK®

Dated: November 8, 2016

**UTAH HOUSING CORPORATION
STATE OF UTAH**

BOARD OF TRUSTEES

Kay R. Ashton, Chair

Lerron E. Little, Vice Chair

David Damschen
(Ex officio—Utah State Treasurer)

G. Edward Leary
*(Ex officio—Utah State Commissioner
of Financial Institutions)*

Jon Pierpont
*(Ex officio—Executive Director,
Utah Department of Workforce Services)*

Cathy G. Burrows

Mark B. Cohen

Lucy M. Delgadillo

Robert P. Majka

PRESIDENT AND CEO

Grant S. Whitaker

BOND COUNSEL

Ballard Spahr LLP
Salt Lake City, Utah

UHC COUNSEL

Jones, Waldo, Holbrook & McDonough, P.C.
Salt Lake City, Utah

TRUSTEE AND PAYING AGENT

Zions Bank, a division of ZB, National Association
Salt Lake City, Utah

No dealer, broker, salesman or other person has been authorized by UHC or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by any of the foregoing. This Official Statement does not constitute an offer to sell or the solicitation of an offer to buy, nor shall there be any sale of the 2016 Series B Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale.

The information set forth herein has been obtained from UHC and other sources which are believed to be reliable, but it is not guaranteed as to accuracy or completeness and is not to be construed as a representation by the Underwriter. The information and expressions of opinion herein are subject to change without notice, and neither the delivery of this Official Statement nor any sale made hereunder shall, under any circumstances, create any implication that there has been no change in the affairs of UHC or any other parties described herein since the date as of which such information is presented.

In connection with this offering, the Underwriter may over-allot or effect transactions which stabilize or maintain the market price of the 2016 Series B Bonds offered hereby at a level above that which might otherwise prevail in the open market. Such stabilizing, if commenced, may be discontinued at any time.

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OFFICIAL STATEMENT
Of
UTAH HOUSING CORPORATION

Relating to its

\$22,700,000

Single Family Mortgage Bonds, 2016 Series B (Federally Taxable)

This Official Statement (which includes the cover page and appendices hereto) of Utah Housing Corporation (“UHC”) provides certain information in connection with the issuance and sale of UHC’s \$22,700,000 Single Family Mortgage Bonds, 2016 Series B (Federally Taxable) (the “2016 Series B Bonds”). The 2016 Series B Bonds will be issued pursuant to the Utah Housing Corporation Act, Part 1, Chapter 8, Title 63H, Utah Code Annotated 1953, as amended (the “Act”), a General Indenture of Trust, dated as of August 1, 2012 (the “General Indenture”), between UHC and Zions Bank, a division of ZB, National Association, as trustee (the “Trustee”), and a 2016 Series B Indenture, dated as of December 1, 2016, between UHC and the Trustee. The 2016 Series B Bonds constitute a “Series” under the General Indenture.

UHC is issuing the 2016 Series B Bonds in furtherance of its Single Family Mortgage Program (the “Program”) to provide financing for the purchase of housing by low and moderate income persons within the State of Utah (the “State”). UHC may issue additional series of bonds under the General Indenture (“Additional Bonds”) upon satisfaction of the conditions set forth in the General Indenture. The 2016 Series B Bonds are the thirteenth series of Bonds to be issued under the General Indenture. All bonds issued under the General Indenture are referred to herein as the “Bonds”. Bonds issued under the General Indenture are equally and ratably secured by the pledges and covenants contained therein with other Bonds. The General Indenture and all supplemental indentures, including supplemental indentures providing for the issuance of Bonds (such as the 2016 Series B Indenture), are referred to herein collectively as the “Indenture”.

All capitalized terms used in this Official Statement that are defined in the Indenture shall have the respective meanings set forth in the Indenture. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Definitions of Certain Terms.” The references to and summaries and descriptions of the Act, the Indenture, the Bonds and the Program, the other statutes, instruments and documents which are included in this Official Statement do not purport to be comprehensive or definitive, and such summaries, references and descriptions are qualified in their entireties by references to the appropriate statute, instrument or document. Copies in reasonable quantity of the Indenture and other documents referenced, herein may be obtained from the Underwriter or from UHC at 2479 South Lake Park Boulevard, West Valley City, Utah 84121.

INTRODUCTION

The issuance of the 2016 Series B Bonds will make available money for UHC to deposit into the 2016 Series B subaccount of the Acquisition Account in order to carry out its Program by purchasing Mortgage Loans made by Lenders to low and moderate income persons for single family, owner-occupied housing within the State, to deposit into the 2016 Series B subaccount of the Debt Service Reserve Fund an amount equal to the Debt Service Reserve Fund Requirement for the 2016 Series B Bonds and to pay costs of issuance of the 2016 Series B Bonds. See “SOURCES AND USES OF FUNDS.”

The mortgage loans presently held under the General Indenture (the “Existing Mortgage Loans”) are secured by Mortgages constituting first liens on single family, owner-occupied housing and were, when purchased by the Issuer, insured by the Federal Housing Administration (“FHA”), guaranteed by the Department of Veterans Affairs (“VA”) or constituted PMI Insured/Uninsured Mortgage Loans. See “EXISTING MORTGAGE LOAN PORTFOLIO.” Mortgage Loans to be purchased with the amounts made available by the issuance of the 2016 Series B Bonds (the “2016 Series B Mortgage Loans”) will consist of thirty-year, fixed-rate mortgage loans secured

by Mortgages constituting first liens on single-family, owner-occupied housing and will be insured by FHA, guaranteed by VA or Uninsured. No more than ten percent (10%) of the lendable proceeds of the 2016 Series B Bonds will be spent to acquire VA-guaranteed Mortgage Loans or Uninsured Mortgage Loans, which percentage may be changed upon UHC Request accompanied by confirmation from each Rating Agency that such change will not adversely affect such Rating Agency's then current rating on any Bonds. See "SINGLE FAMILY MORTGAGE PROGRAM," "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE-Additional Requirements Pertaining to the 2016 Series B Mortgage Loans" and "APPENDIX A – Insurance, Guarantees and Foreclosure." The General Indenture requires that mortgage loans ("Additional Mortgage Loans") made or purchased with the amounts made available by the proceeds of Additional Bonds be insured by FHA or guaranteed by VA or be Uninsured. The 2016 Series B Mortgage Loans, the Existing Mortgage Loans and any Additional Mortgage Loans are referred to herein collectively as "Mortgage Loans."

The Bonds are special obligations of UHC, payable solely from and secured by the pledge pursuant to the Indenture of the revenues and assets derived from the proceeds of the Bonds, including the Mortgage Loans, the money received by UHC from the Mortgage Loans and the money and securities held in the Funds and Accounts created by the Indenture for the Bonds. See "Security for and Sources of Payment of the Bonds."

Neither the State nor any political subdivision thereof is obligated to pay the Bonds and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal or redemption price of or interest on the Bonds. UHC has no taxing power.

In addition to the Program, UHC is authorized under the Act to engage in certain other activities. See "UTAH HOUSING CORPORATION – Operations to Date" for a description of UHC's single family and multi-family programs implemented prior to the date hereof. The proceeds of the Bonds may not be used to finance any activities of UHC other than the Program.

CONTINUING DISCLOSURE

UHC has covenanted for the benefit of the Holders and Beneficial Owners of the 2016 Series B Bonds to provide certain financial information and operating data relating to UHC not later than six (6) months following the end of UHC's fiscal year, commencing with a report for UHC's fiscal year ending June 30, 2017 (the "Annual Bond Disclosure Report"), and to provide notices of the occurrence of certain enumerated events. The Annual Bond Disclosure Report and notices of material events will be filed by transmitting such filing to the Municipal Securities Rulemaking Board pursuant to its Electronic Municipal Market Access (EMMA) system as provided at <http://www.emma.msrb.org>. The specific nature of the information to be contained in the Annual Bond Disclosure Report and the notices of material events is summarized herein. See "SUMMARY OF CERTAIN PROVISIONS OF THE CONTINUING DISCLOSURE CERTIFICATE." These covenants have been made in order to assist the Underwriter in complying with S.E.C. Rule 15c2-12(b)(5).

UTAH HOUSING CORPORATION

UHC was created as an independent body politic and corporate, constituting a public corporation of the State of Utah by Part 1, Chapter 8, Title 63H, Utah Code Annotated 1953, as amended (the "Act"). The purpose of UHC is to assure an adequate source of capital for housing for low and moderate income persons living in the State of Utah.

The Act authorizes UHC to borrow money and issue from time to time its bonds, notes and other obligations in such principal amounts as UHC determines shall be necessary to provide sufficient funds to carry out its purposes and powers, including the power to make mortgage loans and purchase mortgage loans originated by mortgage lenders. The Act does not limit the principal amount of bonds that may be outstanding at any one time. The constitutionality of the Act was upheld by Utah's Supreme Court in March, 1977 in Utah Housing Finance Agency v. Smart, 561 P.2d 1052 (Utah Sup. Ct. 1977).

There are nine trustees of UHC; eight are appointed by the Governor and one is an elected officer of the State. Three trustees serve ex officio; six are public trustees. Any public trustee shall be eligible for reappointment,

but may not serve more than two full consecutive terms. Of the six public trustees, two trustees are appointed to represent the mortgage lending industry, two to represent the home building and real estate industry and two to represent the public at large. No more than three of the six public trustees of UHC may belong to the same political party. Each of the public trustees is appointed from and must reside in a different county. Unless a public trustee vacates his or her position for any reason, each trustee shall hold office until his or her successor shall have been appointed. Five trustees of UHC constitute a quorum for transaction of business. An affirmative vote of at least five trustees is necessary for any action to be taken by UHC. A vacancy in the board of trustees may not impair the right of a quorum to exercise all rights and perform all duties of UHC.

The Act provides that the Chair of UHC shall be appointed by the Governor. The Vice Chair and the President of UHC shall be appointed by the trustees of UHC. The President of UHC is not a trustee of UHC.

The principal occupation of each trustee and officer of UHC and the dates of commencement and expiration of the respective current terms of the non-ex officio members are as follows:

Kay R. Ashton – (Chair) Regional Vice President, SWBC Mortgage Corporation; Former Chair, Utah Real Estate Commission; Former Regional Vice President, Academy Mortgage; Former Vice President, Commercial Security Bank. B.S., University of Utah. (Second term commenced June 19, 2013; expires May 30, 2017.)

Lerron E. Little – (Vice Chair) Broker/Owner, Capstone Real Estate; Former Manager, Broker, Realtor, NorthStar Real Estate; Former Project Sales Agent, Realtor, Aspen Real Estate; Former Life Insurance Sales, American Income Life Insurance; Former President, Utah County Association of Realtors; Former Vice President, Utah Association of Realtors; Commissioner, Utah Real Estate Commission; B.A., Brigham Young University. (First term commenced June 19, 2013; expires May 30, 2017.)

David C. Damschen, CTP – (Ex Officio); Utah State Treasurer; Former Chief Deputy State Treasurer, State of Utah; Former Director and Senior Vice President of Treasury Management, AmericanWest Bank; Former Vice President and Relationship Manager, U.S. Bank Institutional Trust and Custody; B.A., University of Washington. (Term commenced November 2, 2015.)

G. Edward Leary – (Ex Officio); Commissioner, Utah Department of Financial Institutions; Chairman, Board of Financial Institutions; Past Chairman, Conference of State Bank Supervisors, the National Association of State Banking Supervisors; Former Chairman of the Federal Financial Institutions Examination Council's (FFIEC) State Liaison Committee. Former Chief Examiner, Utah Department of Financial Institutions; Captain, U.S. Naval Reserve (ret.); B.S. and M.B.A., University of Utah. (Term commenced June 17, 1992.)

Jon Pierpont – (Ex Officio); Executive Director, Utah Department of Workforce Services; former Deputy Director and former Eligibility Services Division Director, Utah Department of Workforce Services; Member, Utah State Homeless Coordinating Committee; Chairman, Utah Refugee Advisory Board. B.S., University of Utah. (Term commenced September 4, 2012.)

Cathy G. Burrows – Mortgage Origination Manager, America First Federal Credit Union; Former Mortgage Loan Originator, Processor, Sr. Loan Closer, Loan Shipping Coordinator and Audit Coordinator, Crossland Mortgage Corporation; Former Mortgage Loan Shipping Coordinator and Accounts Payable Coordinator, Western Mortgage Loan Corporation/Western Real Estate & Development; Former Assistant to Project Superintendent, Office Manager, Terra Firma, Inc. (First term commenced June 17, 2015; expires May 30, 2019.)

Mark B. Cohen – Partner, Imagine Development Company; Partner, PSC Development Company; Partner, Evergreene Management Group; Former Member, Board of Directors and Former Executive Director, Utah Center for Affordable Housing; Former Member, Board of Directors, Housing Plus; President, Willow Creek Country Club; B.S., University of Michigan. (Second term commenced June 17, 2015; expires May 30, 2019.)

Lucy M. Delgadillo – Associate Professor of Consumer Sciences, Department of Family, Consumer and Human Development, Utah State University (USU). B.A., Murray State University, Kentucky; B. S., University of

Costa Rica; M. S., Utah State University; Ph. D., Utah State University. (Second term commenced June 19, 2013; expires May 30, 2017.)

Robert P. Majka – Retired; Chair, Utah Capital Investment Board; Former President & CEO, Marlin Business Bank; Former President, Associates Bank and Executive Vice President Associates Finance Corp; Former Vice President, Crocker National Bank; Credit Supervisor, Diners Club; BS, Political Science, Bowling Green State University. (First term commenced June 17, 2015; expires May 30, 2019.)

Grant S. Whitaker – President and CEO; former Senior Vice President, Deputy Director, Acting Executive Director, Assistant Executive Director and Multifamily Program Officer, Utah Housing Corporation, 1979-2009; former Assistant Division Director/Senior Loan Officer, Housing Authority of Salt Lake County; President, Board of Directors, National Council of State Housing Agencies; Member, Utah Private Activity Bond Board; Member, Board of Governors, Salt Lake Chamber of Commerce; Former Member and Past Chair, Board of Trustees, Rocky Mountain Community Reinvestment Corporation; Member, Board of Directors, Community Development Finance Alliance; B.S., University of Utah. (Appointment commenced January 16, 2009.)

Cleon P. Butterfield, CPA – Senior Vice President and CFO, 2001 to present; former Treasurer, Director of Operations, Director of Program Development, and Financial Officer, Utah Housing Corporation, 1979-2001; Chair, Affordable Housing Advisory Council, Federal Home Loan Bank of Seattle; Member, Advisory Board, School of Accounting, University of Utah ; B.S., Brigham Young University; M.B.A., University of Utah.

Jonathan A. Hanks – Senior Vice President and COO, 2009 to present; former Vice President of Multifamily Finance, and Vice President of Mortgage Servicing, Utah Housing Corporation, 1995-2008; former Assistant Executive Director, NeighborWorks Salt Lake, 1994-1995; Member, Board of Directors, Utah Center for Affordable Housing; Member, State Homeless Coordinating Committee; Former member and President, Board of Directors, Wasatch Peak Academy; B.A., University of Utah; M.B.A., University of Phoenix.

UHC currently has a staff of ninety-five persons. The office of UHC is located at 2479 South Lake Park Blvd., West Valley City, Utah 84120. Its telephone number is (801) 902-8200.

Operations to Date

Since its inception and through September 30, 2016, UHC has issued \$8,793,357,235 aggregate principal amount of single family mortgage revenue bonds, \$846,854,362 aggregate principal amount of multifamily mortgage revenue bonds and 501(c)(3) revenue bonds and \$8,000,000 aggregate principal amount of construction loan notes. As of July 31, 2016, \$1,208,071,230 aggregate principal amount of UHC's single family mortgage revenue bonds and \$307,951,642 aggregate principal amount of UHC's multifamily mortgage revenue bonds and 501(c)(3) revenue bonds were outstanding (including compounded interest and excluding bonds issued or redeemed after such date).

As of September 30, 2016, UHC had provided permanent financing for 11,920 dwelling units in 97 multifamily developments and had purchased 81,839 mortgage loans secured by single family homes. This permanent financing has been made available through issuing bonds, construction loan notes, selling mortgage loans in the secondary market and securitizing mortgage loans into mortgage backed securities.

Summary of Recent Single Family Mortgage Program and Loan Purchases
as of September 1, 2016

<u>MORTGAGE PROGRAM TITLE</u>	<u>MORTGAGE NOTE RATE (%)</u>	<u>ORIGINAL MORTGAGE ACQUISITION FUNDS (\$)</u>
2011-GNMA II MBS	3.99-5.23	197,032,151
2012-GNMA II MBS	3.25-4.75	208,425,071
2013-GNMA II MBS	3.25-5.125	397,103,717
2014-GNMA II MBS	3.91-5.00	204,962,926
2015-GNMA II MBS	4.00-5.00	298,697,347
2016-GNMA II MBS	3.50-4.875	390,984,989
2011-A Bonds	4.19	73,153,897 ¹
2012-C Bonds	3.50-4.25	10,098,000 ¹
2012-D Bonds	3.50-4.375	15,270,000 ¹
2013-C Bonds	3.25-4.25	22,222,200 ¹
2013-D Bonds	3.25-3.875	20,274,800 ¹
2013-F Bonds	3.50-6.29	20,120,000 ¹
2013-G Bonds	4.25-5.00	17,221,000 ¹
2014-A Bonds	4.075-5.75	20,000,000 ¹
2014-B Bonds	4.03-4.75	14,450,000 ¹
2014-C Bonds	3.25-4.63	20,000,000 ¹
2015-B Bonds	3.25-5.56	31,350,000 ¹
2015-C Bonds	3.25-6.25	24,400,000 ¹
2016-A Bonds	3.37-4.25	24,900,000 ¹
2013-GNMA II HOMES	4.25-4.5	10,985,678
2014-GNMA II HOMES	3.91-4.25	165,001,163
2015-GNMA II HOMES	3.75-4.05	180,638,480
2015-GNMA II TEMS	3.83-4.08	53,133,572
2016-GNMA II TEMS	3.37-4.25	216,882,698
CRA Participation Pool	3.25-4.875	232,758,242
2013-FNMA	5.125-5.75	27,953,430
2014-FNMA	5.125-5.75	150,630,741
2015-FNMA	4.75-5.125	126,465,683
2016-FNMA	4.5-5.125	98,910,359

¹ Includes amounts made available by the investment of amounts held in debt service reserve funds in Qualified Mortgage Loan Mortgage Backed Securities. UHC is no longer making commitments from bond proceeds deposited in the Acquisition Account established under the Indenture, but may make commitments from mortgage payments and prepayments transferred to the Acquisition Account from the Redemption Fund established under the Indenture. This table does not include commitments or purchases from mortgage payments and prepayments.

If market mortgage rates decline and become competitive with rates available through UHC's program, UHC may temporarily discontinue committing higher rate funds until such time as those funds again become the most attractive rates available. If market mortgage rates decline to a level which makes UHC program funds uncompetitive for a prolonged period of time, UHC may redeem an amount of bonds related to unutilized portions of a program's acquisition funds.

The delinquencies experienced with respect to all of UHC's single family programs on average for each quarter, beginning in 2012, are as set forth in the following table:

Utah Housing Corporation
Delinquency Statistics

QUARTER	AVERAGE NUMBER OF LOANS ¹	AVERAGE DELINQUENCY RATE ²	% OF LOANS DELINQUENT		
			PAYMENTS:		
			1	2	3 or more
I-2012	10,459	8.67%	3.71	1.12	3.84
II-2012	10,567	8.73%	4.12	1.07	3.54
III-2012	10,796	9.16%	4.34	1.27	3.55
IV-2012	11,297	8.95%	4.44	1.22	3.30
I-2013	11,598	8.47%	4.45	1.04	2.98
II-2013	11,829	8.18%	4.27	1.13	2.78
III-2013	12,242	8.51%	4.57	1.12	2.82
IV-2013	12,743	8.91%	4.89	1.15	2.87
I-2014	13,185	7.53%	3.79	.97	2.77
II-2014	13,661	7.05%	3.81	.98	2.26
III-2014	14,281	7.51%	4.30	1.01	2.20
IV-2014	14,806	7.44%	4.16	1.03	2.25
I-2015	15,100	7.20%	3.96	.95	2.29
II-2015	15,352	7.47%	4.55	1.02	1.90
III-2015	15,936	7.66%	4.38	1.16	2.12
IV-2015	16,391	8.29%	4.50	1.24	2.55
I-2016	16,645	6.82%	3.77	.88	2.16
II-2016	17,119	6.43%	3.89	.80	1.74
III-2016	17,830	7.05%	4.32	.81	1.91

¹ Data includes statistics for mortgage loans purchased from the proceeds of prior single family bond issues and from proceeds of other single family programs of UHC and includes mortgage loans underlying investments of amounts in the debt service reserve funds in Qualified Mortgage Loan Mortgage Backed Securities.

² Any monthly payment, with respect to an individual mortgage loan, which is not paid in full prior to or on the due date of the next monthly mortgage payment, is considered delinquent.

UHC directly services all mortgage loans originated under its single family programs and as of September 30, 2016 was servicing 18,011 such mortgage loans.

DESCRIPTION OF THE 2016 SERIES B BONDS

General Terms

The 2016 Series B Bonds will be dated their date of delivery, will bear interest from such dated date (payable on January 1, 2018 and thereafter semiannually on July 1 and January 1 of each year) at the rates and will mature in the amount and on the date set forth on the cover of this Official Statement. The 2016 Series B Bonds will be issuable only as fully registered bonds in denominations of \$1,000 or any integral multiple of \$1,000 in excess thereof. Interest on the 2016 Series B Bonds will be calculated on the basis of a 360-day year of twelve thirty-day months.

Special Redemption

Unexpended Proceeds. The 2016 Series B Bonds are subject to redemption prior to their respective maturities as a whole or in part at a redemption price equal to the principal amount thereof plus accrued interest thereon to the date of redemption, without premium, at any time on or after July 1, 2017, from amounts equal to moneys which remain on deposit in the 2016 Series B subaccount of the Acquisition Account on March 20, 2017 (unless UHC extends and continues to extend such dates as provided in the Indenture).

Prepayments, Excess Revenues, Debt Service Reserve Fund Reductions. The 2016 Series B Bonds are subject to redemption prior to their respective maturities as a whole or in part at a redemption price equal to the principal amount thereof plus accrued interest thereon to the date of redemption, without premium, on any January 1 or July 1 on or after July 1, 2017, from Revenues (including Prepayments) deposited in the 2016 Series B subaccount of the Redemption Fund and from amounts in excess of the 2016 Series B Debt Service Reserve Fund Requirement transferred from the 2016 Series B subaccount of the Debt Service Reserve Fund to the 2016 Series B subaccount of the Redemption Fund. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Revenue Fund” and “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Debt Service Reserve Fund.”

Cross Calls and Recycling Prohibited. Except as may be necessary to pay scheduled debt service on Outstanding Bonds or to satisfy the Asset Requirement for each Series, moneys on deposit in the subaccount of the Redemption Fund related to the 2016 Series B Bonds may not be applied to redeem Bonds of any other Series, and moneys on deposit in Unrelated subaccounts of the Redemption Fund may not be applied to redeem 2016 Series B Bonds. Moneys on deposit in subaccount of the 2016 Series B subaccount of the Redemption Fund may not be applied to purchase Mortgage Loans. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE–Redemption Fund.”

Selection of Series 2016 Series B Bonds to be Redeemed. If less than all of the 2016 Series B Bonds are to be redeemed as described under “Prepayments, Excess Revenues, Debt Service Reserve Fund Reductions” above or under “Unexpended Proceeds” above, the 2016 Series B Bonds shall be redeemed on a pro rata by tenor and maturity basis.

Optional Redemption

The 2016 Series B Bonds are subject to redemption at the option of UHC, on or after January 1, 2027, either in whole at any time or in part on any interest payment date, at a Redemption Price equal to 100% of the principal amount thereof plus the accrued interest to the date, of redemption.

Sinking Fund Redemption

The 2016 Series B Bonds are subject to redemption in part, by lot, at the principal amount thereof plus accrued interest thereon to the date of redemption, from mandatory Sinking Fund Installments which are required to be made in amounts sufficient to redeem or pay at maturity the principal amount of such Bonds specified for each of the dates shown below:

<u>Date</u>	<u>Amount</u>	<u>Date</u>	<u>Amount</u>
January 1, 2019	\$286,000	July 1, 2018	\$283,000
January 1, 2020	292,000	July 1, 2019	289,000
January 1, 2021	299,000	July 1, 2020	296,000
January 1, 2022	305,000	July 1, 2021	302,000
January 1, 2023	312,000	July 1, 2022	309,000
January 1, 2024	319,000	July 1, 2023	315,000
January 1, 2025	326,000	July 1, 2024	322,000
January 1, 2026	333,000	July 1, 2025	329,000
January 1, 2027	340,000	July 1, 2026	336,000
January 1, 2028	348,000	July 1, 2027	344,000
January 1, 2029	355,000	July 1, 2028	351,000
January 1, 2030	363,000	July 1, 2029	359,000
January 1, 2031	371,000	July 1, 2030	367,000
January 1, 2032	379,000	July 1, 2031	375,000
January 1, 2033	387,000	July 1, 2032	383,000
January 1, 2034	396,000	July 1, 2033	391,000
January 1, 2035	404,000	July 1, 2034	400,000
January 1, 2036	413,000	July 1, 2035	409,000
January 1, 2037	422,000	July 1, 2036	418,000
January 1, 2038	431,000	July 1, 2037	427,000
January 1, 2039	441,000	July 1, 2038	436,000
January 1, 2040	450,000	July 1, 2039	445,000
January 1, 2041	460,000	July 1, 2040	455,000
January 1, 2042	470,000	July 1, 2041	465,000
January 1, 2043	480,000	July 1, 2042	475,000
January 1, 2044	491,000	July 1, 2043	486,000
January 1, 2045	502,000	July 1, 2044	496,000
January 1, 2046	513,000	July 1, 2045	507,000
January 1, 2047**	524,000	July 1, 2046	518,000

** Final Maturity.

The amounts accumulated for each Sinking Fund Installment may be applied by the Trustee or the Paying Agent, at the direction of UHC, prior to the giving of notice of redemption of 2016 Series B Bonds from such Sinking Fund Installment, to the purchase for cancellation of 2016 Series B Bonds for which such Sinking Fund Installment was established at a price not exceeding the principal amount thereof, plus accrued interest to the date of purchase.

Upon any purchase or redemption of 2016 Series B Bonds for which Sinking Fund Installments shall have been established, other than by application of Sinking Fund Installments, an amount equal to the applicable principal amount thereof will be credited toward a part or all of any one or more of such Sinking Fund Installments, as directed by UHC in written instructions accompanied by a Cash Flow Statement, at the time of such purchase, or in the absence of such direction, toward each Sinking Fund Installment in amounts bearing the same ratio as the total principal amount of such Bonds so purchased or redeemed bears to the total amount of all Sinking Fund Installments to be credited.

Notice of Redemption

Notice of redemption is to be given not less than 20 nor more than 60 days prior to the redemption date by registered or certified mail, return receipt requested to the registered owner of any Bonds or portions of Bonds to be redeemed at their last addresses appearing on the registration records of the Bond Registrar. Any notice mailed shall be conclusively presumed to have been duly given, whether or not the registered owners, of such Bonds shall have actually received such notice. Receipt of such notice by the registered owner of any Bond shall, not be a condition precedent to the redemption of such Bond. Failure to give notice of redemption to any registered owner or any defect therein shall not affect the validity of redemption proceedings for any Bond with respect to which no such failure or defect has occurred.

If DTC or its nominee is the registered owner of any Bond to be redeemed, notice of redemption will be given to, DTC or its nominee as the registered owner of such Bond. Any failure on the part of DTC or failure on the part of a nominee of a Beneficial Owner (having received notice from a DTC Participant or otherwise) to notify the Beneficial Owner of any Bond to be redeemed shall not affect the validity of the redemption of such Bond. See “DESCRIPTION OF THE 2016 SERIES B BONDS – Book-Entry Provisions.”

If less than all the 2016 Series B Bonds of like maturity are to be redeemed, the particular 2016 Series B Bonds or the respective portions thereof to be redeemed will be selected by lot by the Bond Registrar in such manner as the Bond Registrar in its discretion deems fair and appropriate.

The portion of any Bond of a denomination larger than the minimum denomination of \$1,000 principal amount may be redeemed in the principal amount of such minimum denomination or a multiple thereof, and for purposes of selection and redemption, any such Bond of a denomination larger than the minimum denomination shall be considered to be that number of separate Bonds of such minimum denomination which is obtained by dividing the principal amount of such Bond by such minimum denomination. If there shall be selected for redemption less than all of a Bond, UHC shall execute and the Bond Registrar shall authenticate and deliver, upon the surrender of such Bond, without charge to the owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, Bonds of like maturity in any of the authorized denominations.

If, on the redemption date, moneys for the redemption of Bonds or portions thereof, together with interest to the redemption date, shall be held by the Trustee or the Paying Agent so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date interest on the Bonds or portions thereof so called for redemption shall cease to accrue and become payable.

Subject to the terms and conditions set forth in the Indenture and prior to the mailing by the Bond Registrar of a notice of redemption with respect to Bonds of any particular maturity, UHC may direct the Trustee or the Paying Agent to purchase such Bonds with available moneys under the Indenture for cancellation in lieu of redemption. The Trustee and the Paying Agent shall apply available moneys in accordance with the Indenture from the Funds and Accounts specified in the Indenture to purchase such Bonds.

Additional Bonds

UHC may issue Additional Bonds under the Indenture having a parity lien on Revenues and other assets with the 2016 Series B Bonds provided the issuance of such Additional Bonds does not adversely affect the then Outstanding rating of the 2016 Series B Bonds.

Defeasance

UHC reserves the right at any time to discharge the pledge and lien created by the Indenture by depositing with the Trustee an amount sufficient to pay the principal of and interest on the Bonds to the maturity or earlier permitted redemption thereof or by depositing with the Trustee Defeasance Obligations that mature according to their terms or are redeemable at the option of the holder thereof on or prior to the date of maturity or earlier permitted redemption of the Bonds and the principal or Redemption Price of and interest on which, together with any moneys on deposit with the Trustee, will provide an amount sufficient to pay in full the principal or Redemption Price of and interest on the Bonds when due. Such Defeasance Obligations include only direct obligations of, or obligations guaranteed by, the United States of America and that are not subject to redemption by the issuer thereof prior to their maturity.

Estimated Weighted Average Lives of the Term 2016 Series B Bonds

The weighted average life of a security refers to the average of the length of time that will elapse from the date of issuance of such security to the date each installment of principal is paid to the investor weighted by the amount of such installment. The weighted average lives of the 2016 Series B Bonds will be influenced by, among other factors, the rate at which principal payments (including scheduled payments and principal prepayments) are made on the Mortgage Loans.

Payments of mortgage loans are commonly projected in accordance with a prepayment standard or model. The results of the model used in this Official Statement have been calculated using the Bond Market Association (formerly the Public Securities Association) ("PSA") prepayment standard or model (the "PSA Prepayment Benchmark") which is based on an assumed rate of prepayment each month of the then unpaid principal balance of the mortgage loans. The PSA Prepayment Benchmark assumes an increasingly larger percentage of the mortgage loans prepaying each month for the first 30 months of the mortgages' life and then assumes a constant prepayment rate of 6% per annum of the unpaid principal balance for the remaining life of the mortgage loans.

The following table assumes, among other assumptions, that (i) all of the Mortgage Loans are purchased on the anticipated dates of origination, (ii) all of the Mortgage Loans are prepaid at the indicated percentage of PSA Prepayment Benchmark, (iii) all scheduled principal and interest payments on Mortgage Loans and Prepayments of Mortgage Loans are timely received and UHC experiences no foreclosure losses on Mortgage Loans, (iv) no moneys are withdrawn from the trust estate by UHC after satisfaction of the Asset Requirement, (v) amounts in the Redemption Fund are used to redeem 2016 Series B Bonds as described in "DESCRIPTION OF THE 2016 SERIES B BONDS – Special Redemption – Selection of 2016 Series B Bonds to be Redeemed" above, and (vi) no 2016 Series B Bonds are redeemed pursuant to the optional redemption provisions of the Indenture. Based on such assumptions, some or all of which are unlikely to reflect actual experience, the following table indicates the projected weighted average lives of the 2016 Series B Bonds.

The PSA Prepayment Benchmark does not purport to be a prediction of the anticipated rate of prepayments of the Mortgage Loans, and there is no assurance that the Prepayments of the Mortgage Loans will conform to any of the assumed prepayment rates. See "ASSUMPTIONS REGARDING REVENUES, DEBT SERVICE REQUIREMENTS, OPERATING EXPENSES AND CERTAIN OTHER MATTERS" for a discussion of certain factors that may affect the rate of prepayment of the Mortgage Loans. UHC makes no representation as to the percentage of the principal balance of the Mortgage Loans that will be paid as of any date or as to the overall rate of prepayment.

Projected Weighted Average Lives (in years)
of 2016 Series B Bonds¹

Prepayment Speed	2016 Series B Bonds Maturing January 1, 2047
0% PSA	13.351
25% PSA	11.647
50% PSA	10.290
75% PSA	9.201
100% PSA	8.317
125% PSA	7.591
150% PSA	6.988
200% PSA	6.053
300% PSA	4.839
400% PSA	4.094
500% PSA	3.591

¹ The weighted average life of a bond is determined by (i) multiplying the amount of each principal payment by the number of years from the date of issuance of the bond to the related principal payment date, (ii) adding the results and (iii) dividing the sum by the total principal paid on the bond.

Book-Entry Provisions

The Depository Trust Company (“DTC”), New York, New York will act as securities depository for the 2016 Series B Bonds. The 2016 Series B Bonds will be issued as fully-registered securities registered in the name of Cede & Co. (DTC’s partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Bond certificate will be issued for each maturity of the 2016 Series B Bonds, each in the aggregate principal amount of such maturity, and will be deposited with DTC or held by the Trustee.

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

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

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

Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time. Beneficial Owners of the Bonds may wish to take certain steps to augment the transmission to them of notices of significant events with respect to the Bonds, such as redemptions, tenders, defaults, and proposed amendments to the Bond documents. For example, Beneficial Owners of the Bonds may wish to ascertain that the nominee holding the Bonds for their benefit has agreed to obtain and transmit notices to Beneficial Owners. In the alternative, Beneficial Owners may wish to provide their names and addresses to the registrar and request that copies of notices be provided directly to them.

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

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

Redemption proceeds and distributions on the Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from UHC, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners are governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, Paying Agent, or UHC, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of redemption proceeds and distributions to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of UHC, and disbursement of such payments to Direct Participants shall be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners shall be the responsibility of Direct and Indirect Participants.

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

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

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

SOURCES AND USES OF FUNDS

The following are the expected sources and uses of funds with respect to the 2016 Series B Bonds:

Sources of Funds

Bond proceeds	\$22,700,000.00
UHC contribution	265,050.00
Total.....	<u>\$22,965,050.00</u>

Uses of Funds

To Acquisition Account for the purchase of Mortgage Loans	\$21,640,510.50
To Debt Service Reserve Fund	1,059,489.50
To pay Cost of Issuance.....	72,100.00
To pay Underwriter's discount for 2016 Series B Bonds	192,950.00
Total.....	<u>\$22,965,050.00</u>

SECURITY FOR AND SOURCES OF PAYMENT OF THE BONDS

Pledge

The Bonds are special obligations of UHC and are to be secured under the Indenture by a pledge of (i) the proceeds of the Bonds, (ii) the Revenues, (iii) all moneys on deposit in the funds and accounts created by or pursuant to the Indenture, including the investments thereof, if any, and (iv) the rights and interests of UHC in and to the Mortgage Loans, the documents evidencing and securing the same, the Mortgage Purchase Agreements and the collections (excluding application and commitment fees paid to UHC which are not held in a fund or account under the Indenture, Escrow Payments and Servicing Fees) received therefrom by UHC or the Trustee on UHC's behalf.

The term "Revenues" means (i) all Mortgage Repayments, Prepayments and, except insofar as such payments may constitute Servicing Fees, any penalty payments on account of overdue Mortgage Repayments, (ii) Investment Revenues, and (iii) all other payments and receipts received by UHC with respect to Mortgage Loans, but shall not include (A) Escrow Payments, (B) Servicing Fees, unless such fees are specifically pledged to the Trustee, (C) any commitment, extension or application fees charged by UHC in connection with a Mortgage Loan or Mortgage Purchase Agreement, (D) any commitment, extension or application fees charged by a Mortgage Lender in connection with a Mortgage Loan or (E) accrued interest received upon the purchase of any Investment Obligations.

For purposes of the pledge and lien of the Indenture, the term "Mortgage Loan" includes only Mortgage Loans acquired by the Trustee from monies in the Acquisition Account.

The pledge is subject in all cases to the provisions of the Indenture permitting the application of such moneys and assets for or to the purposes and on the terms and conditions set forth therein. Such applications include purchasing Mortgage Loans with Bond proceeds and paying principal of and interest on the Bonds, with Revenues.

Debt Service Reserve Fund

The Indenture establishes a Debt Service Reserve Fund for the Bonds and requires that amounts be maintained in the Debt Service Reserve Fund equal to the Debt Service Reserve Fund Requirement. "Debt Service Reserve Fund Requirement" means an amount equal to maximum annual debt service of the 2016 Series B Bonds Outstanding as adjusted from time to time. Upon issuance of the 2016 Series B Bonds, an amount equal to \$1,059,489.50 will be on deposit in the Debt Service Reserve Fund, including an amount equal to \$105,948.95 on deposit in the Interest Reserve Account within the Debt Service Reserve Fund. Amounts on deposit in the Interest Reserve Account on July 1, 2018 (or such earlier date as UHC may determine at the time the period for the acquisition of Mortgage Loans ends) will be transferred to the Debt Service Reserve Fund and the Interest Reserve Account will close. See "Summary of Certain Provisions of the Indenture – Debt Service Reserve Fund; Interest Reserve Account."

As more fully described in "Summary of Certain Provisions of the Indenture – Debt Service Reserve Fund," the Indenture permits withdrawals from the Debt Service Reserve Fund for certain purposes, including, with respect to amounts in excess of the Debt Service Reserve Fund Requirement, the redemption of Bonds. With respect to the application, if any, of the Debt Service Reserve Fund toward scheduled interest and principal payments, amounts in the Interest Reserve Account are to be used prior to the other amounts in the Debt Service Reserve Fund.

ASSUMPTION'S REGARDING REVENUES, DEBT SERVICE REQUIREMENTS, OPERATING EXPENSES AND CERTAIN OTHER MATTERS

UHC expects payments of principal and interest on Mortgage Loans, together with Prepayments to be received by UHC with respect to Mortgage Loans and income expected to be derived from the investment of moneys in funds and accounts established pursuant to the Indenture to be sufficient to pay the interest on, principal of and Sinking Fund Installments for the Bonds and the costs of operating the Program. Certain assumptions have been made as to the range of variation in the generation of Revenues from such sources in order to determine the effect of such variation on the sufficiency of Revenues to pay debt service on the Bonds. UHC has reviewed these assumptions and concluded that they are reasonable, but cannot guarantee that actual results will not vary materially from those projected. To the extent that (i) Mortgage Loans are not purchased at the times anticipated by UHC, or are not purchased at all, (ii) Mortgage Loans purchased by UHC are not paid on a timely basis in accordance with their terms, (iii) the rate of receipt of Prepayments is either more rapid or less rapid than that projected, or (iv) actual investment income differs from that estimated by UHC, the moneys available may be insufficient for the payment of debt service on the Bonds and operating expenses of the Program.

Payments on Mortgage Loans, whether from scheduled monthly installments or from Prepayments, together with Revenues generated as investment income on the funds held under the Indenture are assumed to be the primary source of revenue. All Mortgage Loans purchased with proceeds of the 2016 Series B Bonds are assumed to amortize as thirty-year, fixed-rate mortgages, bearing interest at 3.5% per annum and with, equal monthly installments of principal and interest taken together.

Moneys in the funds and accounts in the Indenture will be invested in Investment Obligations in a manner designed to maintain the rating on the Bonds by each nationally recognized rating agency then rating the Bonds. In order to increase the amount available for Mortgage Loans, UHC may instruct the Trustee to invest amounts in the Debt Service Reserve Fund in Qualified Mortgage Loan Mortgage Backed Securities.

UHC has assumed that annual Fiduciary Expenses will not exceed five-hundredths of one percent (.05%) of Outstanding Bonds per annum and that annual Program Expenses (including Fiduciary Expenses) will not exceed ten-hundredths of one percent (.10%) of Outstanding Bonds per annum. Notwithstanding the foregoing, UHC may withdraw any money remaining in the Revenue Fund after the Asset Requirement has been satisfied.

UHC anticipates that there will be some delinquent and defaulted Mortgage Loan payments. In addition, physical damage to the residences securing the Mortgage Loans may exceed the limits of or be caused by a peril not insured under, the standard hazard insurance policies insuring such residences. UHC believes that it is reasonable to

assume that the amount of delinquent and defaulted Mortgage Loan payments for which mortgage insurance proceeds will not have been received will not exceed the aggregate balance in the Debt Service Reserve Fund.

UHC has established a Sinking Fund Installment schedule for the 2016 Series B Bonds assuming no Prepayments of the Mortgage Loans for the first year commencing upon the end of an assumed one month Mortgage Loan origination period and thereafter assuming a level of Prepayments equal to zero percent (0%) of FHA Experience. If Prepayments of Mortgage Loans occur at a faster rate, a portion of the 2016 Series B Bonds is likely to be redeemed pursuant to the special redemption provisions of the Indenture. See “DESCRIPTION OF THE 2016 SERIES B BONDS – Special Redemption.” UHC anticipates that a portion of the Mortgage Loans will be partially or completely prepaid or terminated prior to their respective final maturity and it is probable that the 2016 Series B Bonds will have a substantially shorter life than the stated maturity of the 2016 Series B Bonds. The actual rate of principal payments on pools of mortgage loans may be influenced by a variety of economic, geographic, social and other factors and there is no reliable basis for predicting the actual average life of the Mortgage Loans. In general, if prevailing interest rates fall significantly below the interest rates on the Mortgage Loans, the Mortgage Loans are likely to be subject to higher prepayment rates than if prevailing rates remain at or above the interest rates, on the Mortgage Loans. Conversely, if interest rates rise above the interest rate on the Mortgage Loans, the rate of prepayment would be expected to decrease. Other factors affecting prepayment of Mortgage Loans include changes in mortgagors’ housing needs, job transfers, unemployment, mortgagors’ net equity in the mortgaged properties, servicing decisions, the age and payment terms of the mortgages, the extent to which the mortgages are assumed or refinanced, the use of second-lien or other individualized financing arrangements and the requirements of the Program. UHC makes no representation as to the factors that will affect the prepayment of the Mortgage Loans or the relative importance of such factors. Factors not identified by UHC or discussed herein may significantly affect the prepayment of Mortgage Loans.

UHC believes the assumptions described herein are reasonable, but cannot guarantee that actual results will not vary materially from such assumptions. If subsequent events do not correspond to such assumptions, the amount of revenues from Mortgage Loans, investment earnings and insurance proceeds available for the payment of principal of Sinking Fund Installments for and interest on the 2016 Series B Bonds and costs of operating of the Program may be adversely affected.

Delays after Defaults on Mortgage Loans

In the event that a mortgagor defaults in the payment of a Mortgage Loan and UHC institutes foreclosure proceedings, there will be certain required time delays which, should they occur with respect to a sufficient number of Mortgage Loans, could disrupt the flow of revenues available for the payment of principal of Sinking Fund Installments for and interest on the Bonds. These time delays derive from the procedures applicable to the collection of mortgage insurance or guarantees as well as those required under Utah law for the enforcement of rights of mortgagees. Those procedures and their effect on UHC’s ability to collect on defaulted Mortgage Loans are described in “Appendix A – Insurance, Guarantees and Foreclosure.”

Certain mortgagors may be entitled to benefits under the Soldiers and Sailors Civil Relief Act, as amended (the “Relief Act”). Under the Relief Act, a mortgagor may be granted certain forms of relief from his or her obligations under a mortgage loan during any period of active military service. Such relief may reduce Revenues during such period.

Nonorigination of Mortgage Loans

Competition in making real estate loans in the State of Utah normally comes primarily from commercial banks and other mortgage lenders in the area. One of the principal factors in competing for real estate loans is the interest rate charged to the mortgagor. While UHC expects the Mortgage Loans will be made at less than current prevailing market rates, market interest rates on other available mortgage loans could decline and become competitive with and possibly more attractive than the Mortgage Loans. If interest rates on other available mortgage loans decline substantially, UHC may not be able to purchase Mortgage Loans. In the event moneys in the Acquisition Account are not used to purchase Mortgage Loans, the Bonds are subject to redemption prior to maturity at par, under certain circumstances. See “DESCRIPTION OF THE 2016 SERIES B BONDS – Special

Redemption.” See “UTAH HOUSING CORPORATION – Operations to Date” for the status of each of UHC’s recent single family mortgage programs.

OUTSTANDING BONDS

Bonds

UHC has heretofore issued the following series of Bonds under the General Indenture:

Series	Principal Amounts (\$)¹	
	Issued	Outstanding
2012 Series C	\$9,900,000	\$5,759,000
2012 Series D	\$15,000,000	\$8,400,000
2013 Series C	\$22,000,000	\$13,754,000
2013 Series D	\$20,000,000	\$14,198,000
2013 Series F	\$20,000,000	\$12,942,000
2013 Series G	\$17,000,000	\$10,642,000
2014 Series A	\$20,000,000	\$14,973,000
2014 Series B	\$14,450,000	\$11,613,000
2014 Series C	\$20,000,000	\$17,101,000
2015 Series B	\$31,350,000	\$27,636,000
2015 Series C	\$24,400,000	\$23,169,000
2016 Series A	\$24,900,000	\$24,590,000

¹As of September 1, 2016.

EXISTING MORTGAGE LOAN PORTFOLIO

General

The following table sets forth information with respect to the Existing Mortgage Loans as of September 1, 2016:

Series	Number of Beginning Mortgage Loans ¹	Beginning Principal Balance of Mortgage Loans ¹ (\$)	Number of Outstanding Mortgage Loans ¹	Outstanding Principal Balance of Mortgage Loans ¹ (\$)	Weighted Average Mortgage Note Rate
2012 Series C	73	\$10,115,408.66	44	\$5,757,566	3.924%
2012 Series D	102	\$15,293,948.75	60	\$7,647,775	3.712%
2013 Series C	139	\$22,229,640.75	93	\$13,479,144	3.664%
2013 Series D	135	\$20,276,873.00	99	\$13,927,282	3.456%
2013 Series F	127	\$20,131,311.65	81	\$12,003,192	4.301%
2013 Series G	102	\$17,781,134.16	65	\$9,941,971	4.440%
2014 Series A	123	\$20,004,101.72	94	\$14,724,175	4.364%
2014 Series B	91	\$14,454,288.16	69	\$10,397,132	4.304%
2014 Series C	128	\$20,005,320.83	105	\$15,572,522	4.219%
2015 Series B	225	\$31,345,536.83	196	\$26,168,227	3.948%
2015 Series C	139	\$24,406,502.06	123	\$21,317,703	4.162%
2016 Series A	145	\$24,899,699.11	141	\$22,939,487	4.121%

¹ Including Mortgage Loans made or purchased or to be made or purchased in connection with the investment of amounts in the Debt Service Reserve Fund in Qualified Mortgage Loan Mortgage Backed Securities.

Loan Insurance

The following table sets forth information with respect to the mortgage insurance maintained with respect to the Mortgage Loans as of September 1, 2016:

Insurance/Guaranty Provider	Number of Mortgage Loans ¹	Outstanding Principal Balance ¹ (\$)	Percentage of Total (No. of Loans)	Percentage of Total (Amount)
FHA	1,168	\$173,491,029	99.83	99.78
VA	2	\$385,146	0.17	0.22
Uninsured	0	0	0	0
TOTAL	1,170	\$173,876,175	100.00	100.00

¹ Including Mortgage Loans made or purchased or to be made or purchased in connection with the investment of amounts in the Debt Service Reserve Fund in Qualified Mortgage Loan Mortgage Backed Securities.

SINGLE FAMILY MORTGAGE PROGRAM

The following description of UHC's single family program, referred to as "Single Family," relates to the Mortgage Loans. UHC's Single Family programs include FirstHome, HomeAgain, Score, and NoMI. Additional Mortgage Loans may be financed upon such terms and conditions as UHC may establish.

Introduction

Although individual policies, procedures and requirements discussed in the following sections may be modified from time to time as experience or changed conditions necessitate, the following summary outlines the current procedures, documentation and requirements generally observed by UHC in processing Mortgage Loan acquisitions.

Requirements for Mortgage Loans

Mortgage loans to be purchased with the amounts made available by the issuance of the 2016 Series B Bonds (the "Mortgage Loans") will consist of thirty-year, fixed-rate mortgage loans secured by Deeds of Trust constituting first liens on single-family, owner-occupied housing and will be insured by FHA, guaranteed by VA or Uninsured. No more than ten percent (10%) of the lendable proceeds of the 2016 Series B Bonds will be spent to acquire VA-guaranteed Mortgage Loans or Uninsured Mortgage Loans, which percentage may be changed upon UHC Request accompanied by confirmation from each Rating Agency that such change will not adversely affect such Rating Agency's then current rating on any Bonds. Any such Uninsured Mortgage Loans must have an initial loan-to-value ratio of 80% or less, as determined by an appraisal performed in compliance with a standard uniform residential appraisal report. See "APPENDIX A – Insurance, Guarantees and Foreclosure." Each Mortgage Loan will be secured by a Deed of Trust, subject only to certain permitted encumbrances. See "Mortgage Purchase Agreements." UHC may purchase Mortgage Loans that have related security instruments recorded in the name of Mortgage Electronic Registration Systems, Inc. ("MERS") in connection with the registration of such Mortgage Loans on the MERS system. Such Mortgage Loans will reflect UHC as the Holder and Servicer in the MERS system, and UHC will be the beneficiary of such security instruments.

Income Limits. Under the Single Family Program UHC will utilize amounts made available by the issuance of the 2016 Series B Bonds to purchase Mortgage Loans from Lenders to finance the acquisition of Residential Housing by Low and Moderate Income Persons. The income limits of Low and Moderate Income Persons are periodically reviewed by UHC and may be increased or decreased. The income limits of Low and Moderate Income Persons most recently established by UHC are as follows:

Loan Program	Counties	Family Size 1-2 Income Limits	Family Size 3+ Income Limits	Purchase Price Limits
FirstHome	All Counties	\$64,900	\$74,900	\$283,900
HomeAgain	All Counties	\$96,600	\$96,600	NA
Score	All Counties	\$78,500	\$78,500	NA
NOMI	All Counties	\$96,600	\$96,600	NA

Mortgage Purchase Price. UHC purchases Mortgage Loans at the original principal balance thereof in order to effect a purchase price at par. Purchase Price Limits for each program are as follows:

Loan Program	Counties	Purchase Price Limits
FirstHome	All Counties	\$283,900
HomeAgain	All Counties	NA
Score	All Counties	NA
NOMI	All Counties	NA

Participation Documents

Each Mortgage Loan purchase transaction between the Lender and UHC is on a contractual basis and the terms of each such transaction will be as set forth in the following documents (the “Participation Documents”) as they may be amended from time to time:

- Participation Agreement;
- Mortgage Purchase Agreement;
- Selling Supplement; and
- Any other documents incorporated by reference into the Participation Agreement.

Brief descriptions of the Participation Documents are set forth below. Reference is made to the Participation Documents for full details of the terms thereof.

Participation Agreement. The Participation Agreement is the primary agreement controlling the contractual relationship between UHC and each Lender. The Participation Agreement (i) describes the qualifications of an Eligible Lender; (ii) establishes that the Lender will sell Mortgage Loans to UHC and sell the servicing to UHC; (iii) sets forth the warranties of the Lender regarding compliance with UHC’s requirements for Mortgage Loans; and (iv) sets forth the remedies available upon the occurrence of various defaults of Lenders. The Participation Agreement also contains definitions of terms and phrases used in other Participation Documents. Each Lender listed in Appendix C has been determined by UHC to be eligible to participate in the Single Family Mortgage Program, as of the date hereof. Additional Lenders may be qualified by UHC and eligible to participate.

Mortgage Purchase Agreement. Purchases of Mortgage Loans are made pursuant to Mortgage Purchase Agreements, each of which is incorporated by reference into the Participation Documents. Each Mortgage Purchase Agreement provides for the sale of a specified Mortgage Loan to be closed and delivered to UHC. Each Mortgage Purchase Agreement relates to a specific mortgagor, residence and mortgage loan amount for which UHC commits funds pursuant to the commitment procedures described above.

The Mortgage Purchase Agreement requires that the Mortgage Loan must be delivered to UHC by a final delivery date. UHC requires the Lender to deliver a written cancellation of its commitment to deliver a Mortgage Loan before the final mortgage delivery date if the Mortgage Loan will not be closed and delivered to UHC. The Lender may, however, obtain a maximum of one extension with prior UHC approval. For such extension to the final delivery date, the Lender will be charged an extension fee. Late delivery fees will be charged for Mortgage Loans delivered late if the Lender fails to obtain prior written approval of any final delivery date extension. Extension fees and late fees will be withheld from the amount UHC pays to the Lender for the Mortgage Loan.

Should a Lender fail to cancel its commitment to deliver a Mortgage Loan and fail to deliver the Mortgage Loan, UHC may assess a non-delivery fee to the Lender.

Prior to each purchase by UHC of a Mortgage Loan with respect to a residence (including as part of such residence all land and improvements financed by the Mortgage Loan), UHC shall obtain affidavits executed by each mortgagor and each seller, as applicable, with respect to such residence designed to ensure compliance with program guidelines.

Selling Supplement to Participation Agreement. The Selling Supplement to Participation Agreement describes the Eligible Mortgage Loan Requirements under the Single Family Program. UHC has the right to decline to purchase any Mortgage Loan offered to it if, in the reasonable opinion of UHC, the Mortgage Loan does not conform to the requirements of the Participation Documents.

The Selling Supplement also describes the FirstHome, HomeAgain, Score and NOMI Program parameters, including the mortgage purchase price or prices, interest rates, discount points, acquisition cost limits, income limits and other parameters and information necessary for Lenders to determine the eligibility of borrowers, residences and Mortgage Loans under the each Program.

The Selling Supplement sets forth the procedures a Lender must follow in order to enter into a Mortgage Purchase Agreement with UHC for each Mortgage Loan. The commitment procedures require a Lender to have taken a loan application from a potential home buyer who has entered into a binding purchase contract with the seller of a residence. The Lender must have completed a portion of the underwriting of the applicant before requesting a commitment of funds for the applicant. The Selling Supplement provides that an origination fee equal to one percent (1%) of each Mortgage Loan may be charged to a mortgagor for each FirstHome loan. An origination fee that is customarily charged may be charged for each HomeAgain, Score and NOMI loan. A separate Mortgage Purchase Agreement will be entered into between a Lender and UHC to confirm such Lender's commitment to sell a specified Mortgage Loan to UHC. The Lender must then deliver the Mortgage Loan to UHC for purchase on or before 30 days after the effective date of the Mortgage Purchase Agreement. In the event UHC permits delivery of Mortgage Loans after such date, UHC may charge a file late-delivery fee and/or an extension fee. Following correction of any deficiencies in the Mortgage Loan, UHC will direct the Trustee to disburse funds to the Lender for the purchase of any eligible Mortgage Loans delivered to UHC.

The Selling Supplement to Participation Agreement may be amended or supplemented from time to time, provided any such amendment or supplement does not adversely affect the rights or security of the Holders of the Bonds.

Program Descriptions

FirstHome Loan – a Mortgage Loan that is insured by FHA or guaranteed by VA. This program is for first-time homebuyers (plus Single Parent or Veteran households) for a Residence in any Utah location. This program includes an FHA-insured Mortgage Loan or a VA-guaranteed Mortgage Loan and may include a conventional, uninsured Subordinate Mortgage Loan (a “Subordinate Mortgage Loan”) in an amount of up to 6% of the Mortgage Loan.

HomeAgain Loan– a Mortgage Loan that is insured by FHA or guaranteed by VA. This program is for homebuyers who have previously owned a home as well as first-time homebuyers who do not qualify for the FirstHome program. The Residence can be in any Utah location. This program includes an FHA-insured Mortgage Loan or a VA-guaranteed Mortgage Loan and may include a conventional, uninsured Subordinate Mortgage Loan in an amount of up to 6% of the Mortgage Loan.

Score Loan – a Mortgage Loan that is insured by FHA or guaranteed by VA. This program is for homebuyers with credit scores between 620-659 who previously owned a home as well as first-time homebuyers unable to qualify under the FirstHome program. The Residence can be in any Utah location. This program includes an FHA-insured Mortgage Loan or a VA-guaranteed Mortgage Loan and may include a conventional, uninsured Subordinate Mortgage Loan in an amount of up to 4% of the Mortgage Loan.

NOMI Loan – a Mortgage Loan that is a conventional loan that is not insured or guaranteed. This program is for homebuyers who have previously owned a home as well as first-time homebuyers with credit scores of 700 or above. The Residence can be in any Utah location. This program includes a conventional, uninsured mortgage and may include a conventional, uninsured Subordinate Mortgage Loan in an amount up to 5% of the Mortgage Loan.

All Mortgage Loans are processed using the Mortgage Purchase Agreement procedures and may be originated by any eligible Lender. A Subordinate Mortgage Loan provides cash assistance from UHC for downpayment, closing costs and the processing fee that a Lender may collect for originating and processing the Subordinate Mortgage Loan. Each Subordinate Mortgage Loan is secured by a subordinate note and subordinate trust deed (the “Subordinate Mortgage”).

Each FirstHome, HomeAgain, or Score senior Mortgage Loan purchased by UHC is insured by FHA or guaranteed by VA and may be accompanied by an uninsured Subordinate Mortgage Loan funded by UHC from funds not related to any of its series of bonds. Each Subordinate Mortgage Loan shall be in an amount not greater than 6% of the related FirstHome or HomeAgain senior Mortgage Loan, an amount not greater than 4% of the related Score senior Mortgage Loan, and an amount not greater than 5% of the related NOMI senior Mortgage Loan. All Subordinate Mortgage Loans are due and payable upon default of the related FirstHome, HomeAgain, Score or NOMI senior Mortgage Loan, upon its payment in full or upon transfer of the residence.

The interest rate of each Subordinate Mortgage Loan is 2% greater than the interest rate on the related FirstHome, HomeAgain, Score or NOMI senior Mortgage Loan. The amortization period of each Subordinate Mortgage Loan is equal to the amortization period on the related senior Mortgage Loan.

UHC will make amounts available from time to time to purchase Subordinate Mortgage Loans. UHC believes such amounts will be sufficient to purchase all related Subordinate Mortgage Loans. UHC will send funds to the title company at which the loans will close prior to the closing of either the senior or subordinate Mortgage Loan to fund and purchase the Subordinate Mortgage Loan, thus causing UHC to become the owner of that Subordinate Mortgage Loan. The Trustee shall subsequently purchase the eligible senior Mortgage Loan following delivery of the Mortgage Loan submission package to UHC. Ownership of the Subordinate Mortgage Loans shall be retained by UHC and are not pledged under the Indenture.

Sale of Servicing to UHC

Lenders must transfer the servicing rights to UHC for both the senior Mortgage Loan and the related Subordinate Mortgage Loan for a service release fee using a sliding scale based on annual volume of Mortgage Loans purchased by UHC from each Lender. Service release fees will be paid, based on the sum of the unpaid balance of the senior Mortgage Loan as of the purchase date, at the following rate: 85 basis points for the first \$10,000,000 in purchased Mortgage Loans; 98 basis points for \$10,000,001 to \$30,000,000 in purchased Mortgage Loans; and 110 basis points for all Mortgage Loans purchased in excess of \$30,000,000. UHC services all outstanding Mortgage Loans under the Single Family Mortgage Program.

Servicing Procedures

The Servicing procedures which UHC follows include (i) the collection of monthly Mortgage Loan payments and escrows for taxes, FHA mortgage insurance premiums and hazard insurance premiums, (ii) delinquency servicing, and (iii) foreclosure and bankruptcy processing. The Servicing is accomplished in accordance with federal and state law, and in accordance with accepted mortgage practices of prudent lending institutions in Utah or with such other standards as are required to maintain the insured or guaranteed status of any Mortgage Loans, and by maintaining adequate mortgage servicing facilities and personnel. Hazard insurance is maintained, regardless of any failure or refusal by a mortgagor to pay in timely fashion the premiums therefor.

Procedures have been established with respect to the daily remittance of Mortgage Loan collections to the Trustee. Additionally, daily and monthly reporting and reconciliation processes have been established within UHC which provide for independent evaluation of the performance of the servicing processes carried out by UHC. Quality control reviews are performed to assure compliance with FHA’s and Fannie Mae’s independent quality control review requirements. Annually, an independent Certified Public Accountant conducts an audit according to

the standards of the Uniform Single Attestation Program for Mortgage Bankers established by the Mortgage Bankers Association of America.

The Servicing procedures may be amended or supplemented from time to time, provided that any such amendment or supplement does not in any manner impair or adversely affect the rights or security of the holders of the 2016 Series B Bonds.

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The Indenture, copies of which are available from UHC, and the Trustee, contains various covenants and security provisions, some of which are summarized below.

Definitions of Certain Terms

“Act” means the Utah Housing Corporation Act, being Chapter 190, Laws of Utah, 1975, and codified as Part 1, Chapter 8, Title 63H, Utah Code Annotated 1953, as amended from time to time.

“Additional Bonds” means Bonds authenticated and delivered pursuant to the General Indenture (other than the initial Bonds).

“Aggregate Debt Service” means, for any particular period and for particular Bonds, the Debt Service Payments becoming due and payable on all Payment Dates during such period with respect to such Bonds.

“Aggregate Principal Amount” means, as of any date of calculation, the principal amount of the Bonds referred to.

“Amortized Value” means, when used with respect to an Investment Obligation purchased at a premium above or at a discount below par, the value as of any given date obtained by dividing the total amount of the premium or the discount at which such Investment Obligation was purchased by the number of days remaining to the first call date (if callable) or the maturity date (if not callable) of such Investment Obligations at the time of such purchase and by multiplying the amount so calculated by the number of days having passed from the date of such purchase; and (a) in the case of an Investment Obligation purchased at a premium, by deducting the product thus obtained from the purchase price and (b) in the case of an Investment Obligation purchased at a discount, by adding the product thus obtained to the purchase price.

“Bond Counsel” means any attorney or firm of attorneys of nationally recognized standing in the field of municipal law whose opinions are generally accepted by purchasers of municipal bonds, appointed from time to time by UHC.

“Bond Year” means, with respect to the 2016 Series B Bonds, the twelve-month period ending on the date specified by the 2016 Series B Indenture.

“Bonds” means the Utah Housing Corporation Single Family Mortgage Bonds authorized by, and at any time Outstanding pursuant to, the Indenture.

“Borrower” means the maker of, and any other party obligated on, a Mortgage Loan in connection with the acquisition or rehabilitation of Residential Housing.

“Business Day” means, except as set forth in a Series Indenture, any day (a) on which banks in the State of New York or in the cities in which the respective principal offices of the Paying Agent, the Bond Registrar, the Trustee are located are not required or authorized by law to be closed and (b) on which the New York Stock Exchange is open.

“Cash Flow Statement” means, with respect to any particular Bonds, an UHC Certificate (a) setting forth, for the then current and each future Bond Year during which such Bonds will be Outstanding, and taking into account (i) any such Bonds expected to be issued or redeemed or purchased for cancellation in each such Bond Year upon or in connection with the filing of such Certificate, (ii) the interest rate, purchase price, discount points and other terms of any Related Mortgage Loans, and (iii) the application, withdrawal or transfer of any moneys expected to be applied, withdrawn or transferred upon or in connection with the filing of such Certificate:

A. the amount of Mortgage Repayments and Prepayments reasonably expected to be received by UHC in each such Bond Year from Related Mortgage Loans, together with Related Investment Revenues and other moneys (including without limitation moneys in any special escrows established with the Trustee) that are reasonably expected to be available to make Related Debt Service Payments and to pay Related Program Expenses; and

B. the Aggregate Debt Service for each such Bond Year on all such Bonds reasonably expected to be Outstanding, together with the Related Program Expenses reasonably estimated for each such Bond Year;

and (b) showing that in each such Bond Year the aggregate of the amounts set forth in clause (a)(A) of this definition exceeds the aggregate of the amounts set forth in clause (a)(B) of this definition. Reference to a Cash Flow Statement with respect to a Series shall be taken to mean a Cash Flow Statement with respect to such Series and any other Series to which such Series has been linked for Cash Flow Statement purposes.

“Costs of Issuance” means the items of expense payable or reimbursable directly or indirectly by UHC and other costs incurred by UHC, all Related to the authorization, sale and issuance of Bonds and the establishment of the Program, which costs and items of expense shall include, but not be limited to, underwriter’s compensation, printing costs, costs of developing, reproducing, storing and safekeeping documents and other information processing or storage of materials, equipment and software Related to the Bonds, filing and recording fees, travel expenses incurred by UHC in relation to such issuance of Bonds or for the Program, initial fees and charges of the Trustee, the Bond Registrar and the Paying Agent, initial premiums with respect to insurance required by the Indenture to be paid by UHC or by the Trustee, legal fees and charges, consultants’ fees, accountants’ fees, costs of bond ratings, and fees and charges for execution, transportation and safekeeping of the Bonds.

“Covenant Default” means an Event of Default described in clause (c) and (d) of the section “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Events of Default.”

“Debt Service Payment” means, when used with respect to any Payment Date, the sum of the (a) interest, if any, and (b) Principal Installments, if any, due and payable on such date with respect to the Bonds.

“Debt Service Reserve Fund Requirement” means, with respect to the 2016 Series B Bonds and as of each determination date, an amount equal to maximum annual debt service on the 2016 Series B Bonds Outstanding from time to time and, with respect to any other Series of Bonds, the amount set forth in the Related Series Indenture.

“Defeasance Obligations” means Investment Obligations that (a) are described in clause (a) of the definition of “Investment Obligations” and (b) are not subject to redemption by the issuer thereof prior to their maturity.

“Depository” means any bank, trust company, or savings and loan association (including any Fiduciary) selected by UHC and approved by the Trustee as a depository of moneys, Mortgage Loans or Investment Obligations held under the provisions of the Indenture, and its successor or successors.

“Eligible Borrower” means a person or a family qualifying as a mortgagor for a Mortgage Loan under determinations made by UHC in accordance with the Act.

“Escrow Payment” means all payments made by or on behalf of the obligor of a Mortgage Loan in order to obtain or maintain mortgage insurance or guaranty coverage of, and fire and other hazard insurance with respect to,

a Mortgage Loan, and any payments required to be made with respect to such Mortgage Loan for taxes, other governmental charges and other similar charges required to be escrowed under the Mortgage.

“FHA” means the Federal Housing Administration and any agency or instrumentality of the United States of America succeeding to the mortgage insurance functions thereof.

“Fiduciary” means the Trustee, the Bond Registrar, the Paying Agent or a Depository or any or all of them, as may be appropriate.

“Fiduciary Expenses” means the fees and expenses of Fiduciaries, except Servicing Fees payable to such Persons.

“GMI” means governmental mortgage insurance or guaranty issued by a Governmental Insurer and providing primary mortgage insurance or guaranty coverage of a Mortgage Loan in accordance with the requirements of the Related Series Indenture.

“Governmental Insurer” means FHA or VA.

“Indenture” means the General Indenture authorized, executed and issued by an Authorized Officer and any amendments or supplements made in accordance with its terms, including all Series Indentures.

“Interest Payment Date” means, for each Bond, any Payment Date upon which interest on such Bond is due and payable in accordance with the Related Series Indenture.

“Investment Obligations” means and includes any of the following securities, if and to the extent the same are at the time legal for investment of UHC’s funds:

(a) Direct obligations of, or obligations which are guaranteed by the full faith and credit of, the United States of America;

(b) Obligations, debentures, notes, collateralized mortgage obligations, mortgage backed securities or other evidence of indebtedness issued or guaranteed by any of the following: Bank for Cooperatives; Federal Intermediate Credit Banks; Federal Home Loan Bank System; Export-Import Bank of the United States; Federal Land Banks; Federal National Mortgage Association (excluding mortgage strip securities, principal strips valued greater than par and interest obligation strips); Farmers Home Administration; Federal Home Loan Mortgage Corporation (including participation certificates only if they guarantee timely payment of principal and interest); Government National Mortgage Association; Federal Financing Bank; or Federal Housing Administration;

(c) Repurchase Agreements with Depositories, acting as principal or agent, for securities described in (a) and (b) above (if such securities are delivered to the Trustee or are supported by a safe-keeping receipt issued by a qualified depository within the meaning of Section 51-7-3, Utah Code Annotated 1953, as amended) (A) rated by each nationally recognized rating agency then rating Bonds sufficiently high to maintain the then current rating on such Bonds by such rating agency or (B) collateralized in such manner to meet all requirements for collateralized repurchase agreements of each nationally recognized rating agency rating the Bonds in order to maintain the then current rating on such Bonds by such rating agency;

(d) Obligations issued by public agencies or municipalities and fully secured as to the payment of both principal and interest by a pledge of annual contributions under an annual contributions contract or contracts with the United States of America; or temporary notes, preliminary loan notes or project notes issued by public agencies or municipalities, in each case, fully secured as to the payment of both principal and interest by requisition or payment agreement with the United States of America and having a rating from each nationally recognized rating agency then rating the Bonds sufficiently high to maintain the then current rating on such Bonds by such rating agency;

(e) General obligations of Investment Providers under investment agreements approved in a Series Indenture or other investment agreements having substantially similar terms;

(f) Units of a money market fund comprised solely of obligations guaranteed by the full faith and credit of the United States of America which fund is rated by each nationally recognized rating agency then rating the Bonds sufficiently high to maintain the then current rating on such Bonds by such rating agency or is otherwise acceptable to each such rating agency in order to maintain the then current rating on such Bonds by such rating agency;

(g) Certificates of deposit, interest-bearing time deposits, or other similar banking arrangements, including investment agreements, with a bank or banks (i) rated by each nationally recognized rating agency then rating the Bonds sufficiently high to maintain the then current rating on such Bonds by such rating agency or (ii) collateralized in such manner to meet all requirements for collateralized agreements of each nationally recognized rating agency then rating the Bonds in order to maintain the then current rating on such Bonds by such rating agency; and

(h) Units of a money market or mutual fund or any other investment which has a rating from each nationally recognized rating agency then rating the Bonds sufficiently high to maintain the then current rating on such Bonds by such rating agency or is otherwise acceptable to each such rating agency in order to maintain the then current rating on such Bonds by such rating agency.

“Investment Providers” means any commercial bank or trust company, bank holding company, investment company or other entity (which may include the Trustee, the Bond Registrar or the Paying Agent), whose credit rating (or the equivalent of such rating by virtue of guarantees or insurance arrangements) by each nationally recognized rating agency then rating the Bonds is sufficiently high to maintain the then current rating on such Bonds by such rating agency or is otherwise acceptable to each such rating agency in order to maintain the then current rating on such Bonds by such rating agency, which Investment Providers shall be approved by UHC for the purpose of providing investment agreements.

“Investment Revenues” means amounts earned on investments (other than Mortgage Loans) credited to any Fund or Account pursuant to the Indenture (including gains upon the sale or disposition of such investments).

“Lenders” means banks, trust companies, savings and loan associations, mortgage bankers and other financial institutions authorized to transact business in the State and deemed eligible by UHC to participate as sellers of Mortgage Loans to UHC or to service Mortgage Loans for UHC, or UHC to the extent permitted by law.

“Low or Moderate Income Persons” means persons irrespective of race, religion, creed, national origin or sex, determined by UHC from time to time to be eligible for such assistance as is made available by the Act on account of insufficient personal or family income.

“Mortgage” means a deed of trust, mortgage or similar instrument securing a Mortgage Loan and creating a lien, subject to encumbrances permitted by UHC on real property improved by Residential Housing.

“Mortgage Loan” means a loan which is (a) secured by a Mortgage, (b) made in connection with the purchase or rehabilitation of Residential Housing and (c) allocated to a Fund or Account established pursuant to the General Indenture.

“Mortgage Repayments” means, with respect to any Mortgage Loan, the amounts received by or for the account of UHC as scheduled payments of principal and interest on such Mortgage Loan by or on behalf of the Borrower to or for the account of UHC and does not include Prepayments, Servicing Fees or Escrow Payments.

“Mortgage Revenues” means all Revenues other than Investment Revenues.

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

- a. any Bond cancelled or delivered to the Bond Registrar for cancellation on or before such date;
- b. any Bond (or any portion thereof) (i) for the payment or redemption of which there shall be held in trust under the Indenture and set aside for such payment or redemption, moneys and/or Defeasance Obligations maturing or redeemable at the option of the holder thereof not later than such maturity or redemption date which, together with income to be earned on such Defeasance Obligations prior to such maturity or redemption date, will be sufficient to pay the principal or Redemption Price thereof, as the case may be, together with interest thereon to the date of maturity or redemption, and (ii) in the case of any such Bond (or any portion thereof) to be redeemed prior to maturity, notice of the redemption of which shall have been given in accordance with the Indenture or provided for in a manner satisfactory to the Bond Registrar;
- c. any Bond in lieu of or in exchange for which another Bond shall have been authenticated and delivered pursuant to the Indenture; and
- d. any Bond deemed to have been paid as provided in the General Indenture.

“Payment Date” means for each Bond, each date on which interest or a Principal Installment or both are payable on such Bond, and, unless limited, means all such dates.

“Person” means an individual, partnership, corporation, trust or unincorporated organization or a government or any agency, instrumentality, program, account, fund, political subdivision or corporation thereof.

“Prepayment” means any moneys received or recovered by or for the account of UHC from any unscheduled payment of or with respect to principal (including any penalty, fee, premium or other additional charge for prepayment of principal which may be provided by the terms of a Mortgage Loan, but excluding any Servicing Fees with respect to the collection of such moneys) on any Mortgage Loan prior to the scheduled payments of principal called for by such Mortgage Loan, whether (a) by voluntary prepayment made by the Borrower or (b) as a consequence of the damage, destruction or condemnation of the mortgaged premises or any part thereof or (c) by the sale, assignment, endorsement or other disposition of such Mortgage Loan by UHC or (d) in the event of a default thereon by the Borrower, by the acceleration, sale, assignment, endorsement or other disposition of such Mortgage Loan by UHC or by any other proceedings taken by UHC.

“Principal Installment” means, as of any date of calculation, and for any Payment Date, (a) the principal amount of all Bonds due and payable on such date, plus (b) any Sinking Fund Installments due and payable on such date.

“Program” means UHC’s Single Family Mortgage Program pursuant to which UHC has determined to make and purchase Mortgage Loans in accordance with the Act and the Rules and the Indenture.

“Program Expenses” means all UHC’s expenses of administering the Program under the Indenture and the Act and shall include without limiting the generality of the foregoing; salaries, supplies, utilities, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus, including information processing equipment; software, insurance premiums, credit enhancement fees, legal, accounting, management, consulting and banking services and expenses; Fiduciary Expenses; remarketing fees; Costs of Issuance not paid from proceeds of Bonds; and payments to pension, retirement, health and hospitalization funds; and any other expenses required or permitted to be paid by UHC.

“PSA Experience” means the prepayment rate on a cumulative basis set forth for thirty-year mortgage loans in the Bond Market Association (formerly the Public Securities Association) prepayment standard or model, which assumes an increasingly larger percentage of the mortgage loans prepaying each month for the first 30 months of the mortgage lives and then assumes a constant prepayment rate of six percent (6%) of the unpaid principal balance for the remaining life of each of the mortgage loans.

“Qualified Mortgage Loan Mortgage Backed Securities” means Investment Obligations which constitute collateralized mortgage obligations issued by the Federal National Mortgage Association or the Government

National Mortgage Association, the underlying mortgages of which would constitute Mortgage Loans for purposes of the Indenture if acquired by the Trustee from moneys in the Acquisition Account.

“Rating Agency” means Moody’s Investors Service, Inc., Fitch Ratings and/or Standard & Poor’s Ratings Services, a division of The McGraw-Hill Companies, Inc.

“Record Date,” means, except as otherwise provided in a Series Indenture (i) with respect to each Payment Date, the Bond Registrar’s close of business on the fifteenth day of the month immediately preceding such Payment Date or, if such date is not a Business Day, the next preceding day which is a Business Day; and (ii) in the case of each redemption, such Record Date shall be specified by the Bond Registrar in the notice of redemption, provided that such Record Date shall not be less than fifteen (15) calendar days before the mailing of such notice of redemption.

“Redemption Price” means, when used with respect to a Bond or portion thereof to be redeemed, the principal amount of such Bond or such portion thereof plus the applicable premium, if any, payable upon redemption thereof as determined by the Series Indenture authorizing the Series of Bonds.

“Related” (whether capitalized or not) means, with respect to any particular Bond, Series, Series Indenture, Supplemental Indenture, Cash Flow Statement, Fund, Account, Mortgage Loan, Mortgage Repayment or Prepayment, having been created in connection with the issuance of, or having been derived from the proceeds of, or having been reallocated to, or concerning, the same Series, as the case may be.

“Representation Letter” means the representation letter from UHC to DTC.

“Residential Housing” or “Residence” means a residential dwelling located within the State that qualifies for financing by UHC within the meaning of the Act and the Rules.

“Revenues” means (a) all Mortgage Repayments, Prepayments and, except insofar as such payments may constitute Servicing Fees, any penalty payments on account of overdue Mortgage Repayments, (b) Investment Revenues, and (c) all other payments and receipts received by UHC with respect to Mortgage Loans, but shall not include (i) Escrow Payments, (ii) Servicing Fees, unless such fees are specifically pledged to the Trustee, (iii) any commitment, reservation, extension, or application fees charged by UHC in connection with a Mortgage Loan or Mortgage Purchase Agreement, (iv) any commitment, reservation, extension or application fees charged by a Lender in connection with a Mortgage Loan or (v) accrued interest received in connection with the purchase of any Investment Obligations.

“Rules” means the rules adopted by UHC pursuant to the Act governing the activities authorized by the Act to carry into effect the powers and purposes of UHC and the conduct of its business, as the same may be amended and supplemented from time to time.

“Series” means and refers to all of the Bonds designated as such in the Related Series Indenture, dated date, maturity, interest rate or other provisions, and any Bond thereafter delivered in lieu of or substitution for any of such Bonds pursuant to the General Indenture and a Related Series Indenture.

“Sinking Fund Installment” means the amount designated for any particular due date in the Related Series Indenture for the retirement of Bonds on an unconditional basis, less any amount credited pursuant to the General Indenture.

“Servicing Fees” means (a) any fees paid to or retained by a Lender in connection with the servicing obligations undertaken by the Lender in accordance with the Related Mortgage Purchase Agreement and (b) any fees retained by or expenses reimbursed to UHC with respect to Mortgage Loans serviced by UHC.

“Supplemental Indenture” means any supplemental indenture (including a Series Indenture) approved by UHC in accordance with the General Indenture amending or supplementing the Indenture.

“UHC” means Utah Housing Corporation, created pursuant to the Act, and any successor to the rights, duties and obligations of UHC under the Indenture and under the Act, acting in any capacity other than that of a Lender.

“UHC Certificate” means, as the case may be, a document signed by the Chair, Vice Chair, President or an authorized officer of UHC either (a) attesting to or acknowledging the circumstances, representations or other matters therein stated or set forth or (b) setting forth matters to be determined by such authorized officer pursuant to the Indenture.

“UHC Request” means a written request or direction of UHC signed by an authorized officer of UHC.

“Uninsured” means a Mortgage Loan that is not insured by FHA or any other insurer or guaranteed by VA or any other guarantor.

“Unrelated” (whether capitalized or not) means not “Related”, within the meaning of that term.

“VA” means the Department of Veterans Affairs and any agency or instrumentality of the United States of America succeeding to the mortgage guaranty functions thereof.

“2016 Series B Asset Requirement” means the requirement that, as of any date of calculation, the sum of (a) amounts held in the 2016 Series B subaccount of the Acquisition Account, the 2016 Series B subaccount of the Debt Service Fund (to the extent such amounts are required to be used to pay principal of the 2016 Series B Bonds), the 2016 Series B subaccounts of the Redemption Fund (to the extent such amounts are required to be used to redeem 2016 Series B Bonds) and the 2016 Series B subaccount of the Debt Service Reserve Fund (including the 2016 Series B subaccount of the Interest Reserve Account), and (b) the aggregate unpaid principal balance of Mortgage Loans Related to the 2016 Series B Bonds, be at least equal to 102% of the aggregate principal amount of 2016 Series B Bonds then Outstanding.

Indenture Constitutes a Contract

The provisions of the Indenture constitute a contract among UHC, the Trustee, the Bond Registrar, the Paying Agent and the registered owners of the Outstanding Bonds, and the pledge of certain Funds, Accounts, Revenues and other moneys, rights and interests made in the Indenture and the covenants and agreements set forth in the Indenture to be performed by or on behalf of UHC are for the equal and ratable benefit, protection and security of the holders of any and all of the Bonds. The Bonds shall be special obligations of UHC payable solely from the moneys, rights and interests pledged therefor in the Indenture.

Certain Funds and Accounts Established by the Indenture

The Indenture establishes the following Funds and Accounts to be held by the Trustee for application in accordance with the Indenture:

- a. the Program Fund, consisting of:
 - the Acquisition Account; and
 - the Cost of Issuance Account;
- b. the Revenue Fund;
- c. the Debt Service Reserve Fund, which shall include the Interest Reserve Account;
- d. the Debt Service Fund; and
- e. the Redemption Fund.

Subaccounts shall be created in some or all funds and accounts described in the General Indenture for each Series of Bonds as necessary. Except as otherwise provided in the General Indenture or in a Series Indenture, bond proceeds and other moneys relating to a Series of Bonds shall be deposited in the Related subaccounts created with respect to such Series of Bonds.

UHC may reallocate moneys, investments and Mortgage Loans among Series under any of the following circumstances:

- (a) if and to the extent required by the General Indenture;
- (b) if and to the extent necessary to enable UHC to deliver a Cash Flow Statement with respect to one or more Series;
- (c) in connection with an UHC Request filed pursuant to the Indenture; and
- (d) if and to the extent that the aggregate amount of moneys, investments and Mortgage Loans allocated to any particular Series exceeds the aggregate amount of Outstanding Bonds of such Series.

If UHC determines to make such a reallocation of moneys, investments and Mortgage Loans among Series, UHC shall deliver to the Trustee an UHC Request specifying such reallocations. Upon receipt of such request, the Trustee shall transfer moneys, investments and/or Mortgage Loans (or portions thereof or interests therein) among subaccounts Related to each Series as requested. Mortgage Loans reallocated among Series are not required to meet the requirements of the Series Indenture Related to the Series to which such Mortgage Loans are being reallocated, if such Mortgage Loans at the time of their original acquisition by UHC met the requirements of the General Indenture and the applicable requirements of the Series Indenture Related to such Mortgage Loans at the time of their purchase.

Special temporary accounts in the Program Fund and the Debt Service Reserve Fund may be created and established to facilitate the refunding of UHC's bonds and any exchange of funds related thereto.

Program Fund: Acquisition Account

Proceeds of the Bonds and other moneys deposited in the Acquisition Account shall be applied to make or purchase Mortgage Loans in accordance with the provisions of the Indenture; provided, however, that such Mortgage Loans must satisfy the terms and conditions set forth in the General Indenture and applicable provisions of the Related Series Indenture.

The Trustee shall withdraw moneys from the Acquisition Account pursuant to the General Indenture upon receipt of an UHC Request stating (i) the name of the party to be paid, (ii) the amount (purchase price) to be paid, including principal, premium, if any, unpaid accrued interest and prepaid discount fees, if any, and (iii) that all conditions precedent to the purchase of the Mortgage Loans have been fulfilled. Any moneys deposited in the Acquisition Account that UHC certifies from time to time will not be used to purchase Mortgage Loans in accordance with the General Indenture and the Related Series Indenture shall be withdrawn by the Trustee on the date specified in the Related Series Indenture or such other date or dates on or after such date as may be specified by UHC, and transferred to the Related subaccount of the Redemption Fund for application in accordance with the Related Series Indenture; provided, however, that such transfer or transfers may be made on a later date as to all or any part of such moneys, if UHC shall have filed with the Trustee an UHC Request specifying a later date or dates for such withdrawal, and certifying that such UHC Request is consistent with the most recently filed Cash Flow Statement and the Related Series Indenture.

When no Bonds of a particular Series remain Outstanding, upon receipt of an UHC Request to withdraw all or any portion of the Related moneys, investments and/or Mortgage Loans from the Related Funds, Accounts and subaccounts, the Trustee shall make such withdrawal and shall transfer such moneys, investments and/or Mortgage Loans, as the case may be, to or upon the order of, UHC; provided, however, that the UHC Request must certify that

such withdrawal is consistent with the most recently filed Cash Flow Statement for all Bonds and the most recently filed Cash Flow Statement for any Series to which such retired Series has been linked.

Cost of Issuance Account

Upon the issuance, sale and delivery of Bonds, certain moneys as specified in the Related Series Indenture shall be deposited in the Cost of Issuance Account. Moneys in such Account shall be used to pay Costs of Issuance and for no other purpose except that any excess remaining upon payment of all Costs of Issuance shall be transferred by the Trustee to UHC or to the Related subaccount in the Acquisition Account.

In the event that the moneys deposited in the Cost of Issuance Account are not sufficient to pay all Costs of Issuance, Costs of Issuance may be paid from any available moneys of UHC.

Revenue Fund

UHC shall pay all Revenues or cause all Revenues to be paid to the Trustee promptly upon their receipt and, in any event, at least once each month. Except as otherwise provided in the General Indenture or in a Series Indenture, all Revenues shall be deposited by the Trustee in the Related subaccounts of the Revenue Fund for credit to the Related subaccount of the Revenue Fund, all Revenues Related to each Series of Bonds.

There may also be deposited in the Revenue Fund, at the option of UHC, any other moneys of UHC, unless required to be otherwise applied as provided by the Indenture.

Promptly upon receipt of interest on a Mortgage Loan with respect to which moneys were withdrawn from the Acquisition Account to pay for interest accrued on such Mortgage Loan at the time of purchase from a Lender, the Trustee shall withdraw from the Related subaccount of the Revenue Fund and transfer to the Related subaccount of the Acquisition Account an amount equal to such accrued interest paid. Alternatively, accrued interest on Mortgage Loans at the time of purchase may be paid from the Related subaccount of the Revenue Fund as UHC shall direct in an UHC Request.

The Trustee shall pay or transfer from the Related subaccount of the Revenue Fund (i) directly to the Fiduciaries, all Fiduciary Expenses, when and as payable and (ii) to UHC or to its order reasonable and necessary Program Expenses, respectively, only to the extent, if any, provided in the following paragraphs.

On the last Business Day prior to each Payment Date or more frequently if required by a Series Indenture, the Trustee shall withdraw from each subaccount of the Revenue Fund and deposit into the Related subaccounts of the following Funds or Accounts and shall pay to the following parties the following amounts, in the following order of priority, the requirements of each such Fund, Account or party (including the making up of any deficiencies in any such Fund or Account resulting from lack of Revenues sufficient to make any earlier required deposit) at the time of deposit to be satisfied, and the results of such satisfaction being taken into account, before any payment or transfer is made subsequent in priority:

(A) Into the Related subaccount of the Debt Service Fund (x) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of interest becoming due and payable on such Payment Date upon all Bonds of the Related Series then Outstanding; plus (y) the amount, if any, needed to increase the amount in such subaccount to include the aggregate amount of Principal Installments becoming due and payable on the Outstanding Related Bonds on such Payment Date; provided however, that if such Payment Date is not a date for the payment of a Principal Installment on Related Serial Bonds, such transfer shall include an amount equal to one-half of the amount of Principal Installments becoming due and payable on Outstanding Related Serial Bonds on the next following Payment Date;

(B) Into each Unrelated subaccount of the Debt Service Fund, after making any transfer into such subaccount required by the General Indenture, on a proportionate basis with all other Unrelated such

subaccounts or as otherwise directed by UHC Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by subsection (A) as of such date;

(C) Into the Related subaccount of the Redemption Fund, the amount, if any, needed to ensure that the Asset Requirement of the Related Series of Bonds will be met on such Payment Date following such transfer;

(D) Into each Unrelated subaccount of the Redemption Fund, on a proportionate basis with all other Unrelated such subaccounts or as otherwise directed by UHC Request, any deficiency in such subaccount resulting from the lack of moneys sufficient to make the deposit required by subsection (C) as of such date;

(E) Into the Related subaccount of the Debt Service Reserve Fund, the amount, if any, needed to increase the amount in such subaccount (including the Related Interest Reserve Account) to the Debt Service Reserve Fund Requirement of the Related Series of Bonds;

(F) Into each Unrelated subaccount of the Debt Service Reserve Fund, on a proportionate basis with all other Unrelated such subaccounts or as otherwise directed by UHC Request, any deficiency in such subaccount resulting from the lack of Related Revenues sufficient to make the deposit required by subsection (E) as of such date;

(G) To UHC, the amount of any reasonable and necessary Fiduciary Expenses with respect to the Related Series of Bonds previously incurred but not reimbursed to UHC or reasonably anticipated to be payable in the following six months; provided, however, that in no event shall the aggregate of all Fiduciary Expenses with respect to the Related Series of Bonds paid directly to Fiduciaries or to UHC under this subsection (G) in any Bond Year exceed any limitation set forth in the Related Series Indenture;

(H) To UHC, the amount of any reasonable and necessary Fiduciary Expenses with respect to Unrelated Series of Bonds, on a proportionate basis with all other Unrelated Series of Bonds or as otherwise directed by UHC Request, any deficiency resulting from the lack of moneys sufficient to make the deposit required by subsection (G) as of such date;

(I) To UHC, the amount of any reasonable and necessary Program Expenses with respect to the Related Series of Bonds previously incurred but not reimbursed to UHC or reasonably anticipated to be payable in the following six months; provided, however, that in no event shall the aggregate of such amounts paid to UHC, plus amounts paid to UHC with respect to such Series of Bonds pursuant to subsections (G) and (H) above and plus all Fiduciary Expenses with respect to the Related Series of Bonds paid directly to Fiduciaries exceed any limitations set forth in the Related Series Indenture;

(J) To UHC, the amount of any reasonable and necessary Program Expenses with respect to Unrelated Series of Bonds, on a proportionate basis with all other Unrelated Series of Bonds or as otherwise directed by UHC Request, any deficiency resulting from the lack of moneys sufficient to make the deposit required by subsection (I) as of such date.

UHC may direct the Trustee to make any of the above transfers more frequently than on Payment Dates, in amounts proportionate to the frequency of transfers so directed.

Following such transfers, the balance, if any, in each subaccount of the Revenue Fund, or such lesser amount thereof as shall be requested by UHC shall be paid to UHC for the payment of Program Expenses or for any other purposes free and clear of the lien and pledge of the Indenture upon receipt of an UHC Request made within 30 days of such Payment Date. Any amount in each subaccount of the Revenue Fund not so paid to UHC shall be transferred to the Related subaccounts of the Redemption Fund and allocated among the Related subaccounts of the Redemption Fund as provided in the Related Series Indenture.

Prior to, but as close as practicable to, the latest date on which the Trustee would be permitted to give notice of a redemption to occur on a Payment Date from amounts deposited in the Redemption Fund, the Trustee shall calculate the amounts then on deposit in each subaccount of the Revenue Fund which would be transferred to the Related subaccounts of the Debt Service Fund, and the Related subaccounts of the Redemption Fund, in accordance with the priorities and provisions of such subsection. Such amounts may be withdrawn from such subaccount of the Revenue Fund for application on or prior to the next succeeding Payment Date (A) upon receipt of an UHC Request, to the purchase in lieu of redemption of the Related Bonds, (B) to the payment of accrued interest on Bonds being purchased pursuant to or redeemed pursuant to the Indenture, or (C) to the redemption of Related Bonds on such Payment Date.

In the event Bonds are to be redeemed on a date other than a Payment Date, and to the extent moneys are not available in the Related subaccounts of the Debt Service Fund to pay accrued interest on such redemption date for such Bonds, respectively, the Trustee shall apply or cause the Paying Agent to apply available moneys in the Related subaccount of the Revenue Fund for the payment of such interest.

Debt Service Fund

Amounts in each subaccount of the Debt Service Fund shall be used and withdrawn by the Trustee solely for transfer to the Paying Agent (i) on each Payment Date for the purpose of paying the interest and Principal Installments on the Related Bonds as the same shall become due and payable (including accrued interest on any Bonds purchased or redeemed prior to maturity pursuant to the Indenture), or (ii) on each purchase date for the purpose of paying the purchase price of Related Bonds purchased in lieu of redemption by Related Sinking Fund Installments.

Amounts remaining in each subaccount of the Debt Service Fund after all the Related Bonds have been paid or funds have been set aside and held in trust for such payment shall be transferred to the Related subaccount of the Revenue Fund.

Debt Service Reserve Fund

Upon the issuance, sale and delivery of a Series of Bonds pursuant to the Indenture, the Trustee shall deposit in the Related subaccount of the Debt Service Reserve Fund and in the Related subaccount of the Interest Reserve Account therein such amounts, if any, as shall be required by the provisions of the Related Series Indenture, which aggregate amount shall be at least sufficient to equal the Debt Service Reserve Fund Requirement relating to such Series of Bonds, calculated after giving effect to the issuance of such Bonds. Moneys on deposit in the Related subaccount of the Interest Reserve Account shall at all times be deemed to be a part of the Related subaccount of the Debt Service Reserve Fund. Additional moneys may be deposited in the Related subaccount of the Debt Service Reserve Fund in accordance with the provision relating to the allocation of moneys in the Revenue Fund described under "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Revenue Fund."

On or prior to each Payment Date, the Trustee shall calculate the amount of the Debt Service Reserve Fund Requirement for each Series of Bonds as of the next succeeding Payment Date and shall determine the amount, if any, which would then be in the Related subaccount of the Debt Service Reserve Fund (other than amounts attributable to accrued, but unrealized interest purchased on Investment Obligations) is in excess of such Requirement, shall notify UHC of such excess amount and shall, unless otherwise instructed by an UHC Request, transfer such excess amount from the Related subaccount of the Debt Service Reserve Fund, other than the Related subaccount of the Interest Reserve Account therein, to the Related subaccount of the Revenue Fund; provided, however, that if such excess is attributable to amounts invested in Qualified Mortgage Loan Mortgage Backed Securities, such excess may, at the option of UHC, be retained in the Debt Service Reserve Fund. The transfer of such amounts may result in the redemption of Bonds.

On the last Business Day prior to each Payment Date or more frequently if required by a Series Indenture, and in each case in conjunction with the transfers, deposits and payments to be made from the Revenue Fund, the Trustee shall transfer from each subaccount of the Debt Service Reserve Fund (including from the Interest Reserve Account as provided below) to the specified subaccounts of other Funds or Accounts the following amounts, in the

following order of priority, the requirements of each such transfer to be satisfied, and the results of such satisfaction being taken into account, before any payment or transfer is made subsequent in priority:

(a) In the event that the amount transferred to any subaccount of the Debt Service Fund is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Bonds on the next succeeding Payment Date, the Trustee shall transfer first from the Related subaccount of the Interest Reserve Account, and then if and to the extent necessary from the Related subaccount of the Debt Service Reserve Fund, to such subaccount of the Debt Service Fund the amount of such insufficiency.

(b) In the event that the amount transferred to a subaccount of the Debt Service Fund is insufficient to pay the interest and Principal Installments, if any, and other amounts, if any, due on Related Bonds on the next succeeding Payment Date, the Trustee shall transfer from Unrelated subaccounts in the Debt Service Reserve Fund on a proportionate basis or as otherwise directed by UHC Request, first from subaccounts of the Interest Reserve Account, and then if and to the extent necessary from subaccounts of the Debt Service Reserve Fund, to such subaccount of the Debt Service Fund the amount of such insufficiency.

Redemption Fund

Moneys deposited in the subaccounts of the Redemption Fund shall be applied by the Trustee to the purchase or applied by the Paying Agent (if directed by the Trustee) to the redemption of Bonds in accordance with the provisions of the General Indenture and each Related Series Indenture.

Except as set forth in the General Indenture or in the Related Series Indenture, moneys deposited in a subaccount of the Redemption Fund pursuant to the General Indenture or pursuant to the Related Series Indenture, shall be applied to the extent practicable by the Paying Agent on the earliest practicable date to redeem Related Bonds. Any amounts remaining in such Redemption Fund after all Bonds of the Related Series have been paid shall be transferred to the Related subaccount of the Revenue Fund.

Investment of Moneys Held by the Trustee

Moneys in all Funds and Accounts held by the Trustee shall be invested to the fullest extent possible in Investment Obligations, in accordance with directions given to the Trustee in an UHC Request or Certificate; provided that the maturity date or the date on which such Investment Obligations may be redeemed at the option of the holder thereof shall coincide as nearly as practicable with (but in no event later than) the date or dates on which moneys in the Funds or Accounts for which the investments were made will be required for the purposes of the Indenture.

Amounts credited to any Fund or Account may be invested, together with amounts credited to one or more other Funds or Accounts, in the same Investment Obligation or Investment Obligations, provided that each such investment complies in all respects with the provisions of the General Indenture as they apply to each Fund or Account for which the joint investment is made, the Trustee maintains separate records for each Fund and Account and such investments are accurately reflected therein. The maturity date or the date on which Investment Obligations may be redeemed at the option of holder thereof shall coincide as nearly as practicable with (but in no event shall be later than) the date or dates on which moneys in the Funds or Accounts for which the investments were made will be required for the purposes provided in the Indenture.

Except as otherwise specifically provided for in the Indenture, the income or interest earned by, or gain to, all Funds and Accounts due to the investment thereof shall be transferred by the Trustee upon receipt thereof to the Related subaccount of the Revenue Fund, in accordance with the Indenture, except that no such transfer shall be made from, and such income, interest or gain (as described above) shall be retained in, the Debt Service Reserve Fund, unless after giving effect to the transfer the amount therein at least equals the aggregate Debt Service Reserve Fund Requirement.

Program Covenants; Enforcement of Mortgage Loans

UHC covenants in the Indenture that:

(a) It shall use and apply the proceeds of the Bonds and other moneys deposited in the Acquisition Account, to the extent not reasonably required for other Program purposes of UHC, to make or purchase Mortgage Loans, and consistent with sound banking practices and principles shall do all such acts and things necessary to receive and collect Revenues and shall diligently enforce, and take all steps, actions and proceedings reasonably necessary in the judgment of UHC for the enforcement of all terms, covenants and conditions of Mortgage Loans.

(b) It shall file with the Trustee with each direction to purchase Mortgage Loans, a schedule of Mortgage Loans to be made or purchased by the Trustee identifying the same by reference to UHC loan number, the party from whom the Mortgage Loan will be purchased, the principal amount due on the Mortgage Loan and the date through which the interest has been paid by the Borrower and the interest rate on the Mortgage Loan.

(c) It shall maintain an account for each Lender having entered into a Mortgage Purchase Agreement with UHC and shall record therein a description of each Mortgage Loan purchased from such Lender.

(d) Whenever it shall be necessary in order to protect and enforce the rights of UHC under a Mortgage Loan and to protect and enforce the rights and interests of the Trustee and Bondholders under the Indenture, UHC shall take necessary actions to realize on any applicable mortgage insurance on such Mortgage Loan and to collect, sell or otherwise dispose of the property secured by the Mortgage and, if UHC deems such to be advisable, shall bid for and purchase the property secured by the Mortgage at any sale thereof and take possession of such property. As an alternative to foreclosure proceedings, UHC may take such other action as may be appropriate to acquire and take possession of the mortgaged property, including, without limitation, acceptance of a conveyance in lieu of foreclosure.

(e) It shall not request payment from any governmental insurer in debentures of such insurer, or any other person, in any case where, under applicable government regulations, it is permitted to request such debentures as payment with respect to a defaulted Mortgage Loan.

Additional Requirements Pertaining to 2016 Series B Mortgage Loans

Each 2016 Series B Mortgage Loan must be insured by FHA, guaranteed by VA or Uninsured, provided that no more than 10% of the lendable proceeds of the 2016 Series B Bonds will be spent to acquire Mortgage Loans that are guaranteed by VA or Uninsured, which percentage may be changed upon UHC Request accompanied by confirmation from each Rating Agency that such change will not adversely affect such Rating Agency's then current rating on any Bonds. UHC may finance a 2016 Series B Mortgage Loan prior to its insurance or guaranty by a Governmental Insurer as set forth above so long as: (i) there shall have been issued by the Governmental Insurer a commitment in customary form to issue GMI with respect to such Mortgage Loan to the extent referred to above; and (ii) the 2016 Series B Mortgage Loan satisfies all other requirements of the Indenture. Uninsured Mortgage Loans must have an initial loan-to-value ratio of 80% or less, as determined by an appraisal performed in compliance with a standard uniform residential appraisal report.

Assignment or Disposition of Mortgage Loans; Amendment of Mortgage Loans

Following the acquisition of a Mortgage Loan by the Trustee, UHC shall not sell, assign, transfer, pledge or otherwise dispose of or encumber any Mortgage Loan or any of the rights of UHC with respect to any Mortgage Loan or arising out of the Mortgage or the other obligations evidencing or securing any Mortgage Loan except a Mortgage Loan in default, unless UHC determines that such sale, assignment, transfer or other disposition would not have a material adverse effect on the ability of UHC to pay the principal of and interest on the Outstanding Bonds.

UHC shall not consent or agree to or permit any amendment or modification of the economic terms of any Mortgage Loan in any manner materially adverse to the interests of the Bondholders, as determined in good faith by UHC Certificate.

Creation of Liens

UHC covenants that it will not issue any bonds or other evidences of indebtedness, other than the Bonds, secured by a pledge of the Revenues or of the moneys, securities, rights and interests pledged or held or set aside by UHC or by any fiduciary under the Indenture and shall not create or cause to be created, other than by the Indenture, any lien or charge on the Revenues or such moneys, securities, rights or interests. UHC has reserved the right to issue (i) evidences of indebtedness secured by a pledge of Revenues to be derived after the pledge of the Revenues provided in the Indenture shall be discharged and satisfied as provided in the Indenture, or (ii) notes or bonds of UHC not secured under the Indenture.

Events of Default

Each of the following constitutes an “Event of Default” under the Indenture:

(a) UHC shall fail to pay any Principal Installment of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

(b) UHC shall fail to pay any installment of interest on any Bond when and as the same shall become due and payable, and such failure shall continue for a period of 5 days;

(c) UHC shall fail to perform or observe any other covenant, agreement or condition on its part contained in the Indenture (except the requirement that a Cash Flow Statement satisfy the requirements of clause (b) of the definition thereof), or in the Bonds and such failure shall continue for a period of 60 days after written notice thereof to UHC by the Trustee or to UHC and to the Trustee by the Holders of not less than 10% in Aggregate Principal Amount of the Bonds Outstanding; or

(d) UHC shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws, or under any other applicable law or statute of the United States of America or of the State.

Remedies

Upon the occurrence of an Event of Default, the Trustee may, and upon the written request of the Holders of not less than 25% in Aggregate Principal Amount of Outstanding Bonds following an Event of Default described in subsections (a), (b) and (c) of the section entitled “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Events of Default” and not less than 50% in Aggregate Principal Amount of Outstanding Bonds following an Event of Default described in subsection (d) of such section shall, give 30 days’ notice in writing to UHC of its intention to declare the Aggregate Principal Amount of all Bonds Outstanding immediately due and payable. At the end of such 30-day period the Trustee may, and upon such written request of Holders of not less than 25% in Aggregate Principal Amount of Outstanding Bonds shall, by notice in writing to UHC, declare the Aggregate Principal Amount of all Bonds Outstanding immediately due and payable; and the Aggregate Principal Amount of such Bonds shall become and be immediately due and payable, anything in the Bonds or in the Indenture to the contrary notwithstanding. In such event, there shall be due and payable on the Bonds an amount equal to the total principal amount of all such Bonds, plus all interest which will accrue thereon to the date of payment.

Notwithstanding the preceding paragraph, following a Covenant Default, the Trustee shall not declare the Aggregate Principal Amount of all Bonds Outstanding immediately due and payable unless the Trustee is so directed by the written request of Holders of 100% in Aggregate Principal Amount of Outstanding Bonds.

At any time after the Aggregate Principal Amount of the Bonds shall have been so declared to be due and payable and before the entry of final judgment or decree in any suit, action or proceeding instituted on account of

such default, or before the completion of the enforcement of any other remedy under the Indenture, the Trustee may annul such declaration and its consequences with respect to any Bonds not then due by their terms if (i) moneys shall have been deposited in the Revenue Fund sufficient to pay all matured installments of interest and principal or Redemption Price (other than principal then due only because of such declaration) of all Outstanding Bonds; (ii) moneys shall have been deposited with the Trustee sufficient to pay the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee; (iii) all other amounts then payable by UHC under the Indenture shall have been paid or a sum sufficient to pay the same shall have been deposited with the Trustee; and (iv) every Event of Default known to the Trustee (other than a default in the payment of the principal of such Bonds then due only because of such declaration) shall have been remedied to the satisfaction of the Trustee. No such annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Upon the occurrence and continuance of any Event of Default, the Trustee may, and upon the written request of the Holders of not less than 25% in Aggregate Principal Amount of the Bonds Outstanding, together with indemnification of the Trustee to its satisfaction therefor, shall, proceed forthwith to protect and enforce its rights and the rights of the Bondholders under the Act, the Bonds and the Indenture by such suits, actions or proceedings as the Trustee, being advised by counsel, shall deem expedient.

Regardless of the happening of an Event of Default, the Trustee, if requested in writing by the Holders of not less than 25% in Aggregate Principal Amount of the Bonds then Outstanding, shall, upon being indemnified to its satisfaction therefor, institute and maintain such suits and proceedings as it may be advised shall be necessary or expedient (i) to prevent any impairment of the security under the Indenture by any acts which may be unlawful or in violation of the Indenture; or (ii) to preserve or protect the interests of the Bondholders, provided that such request is in accordance with law and the provisions of the Indenture and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of the Holders of Bonds not making such request.

During the continuance of an Event of Default, the Trustee shall apply, or cause the Paying Agent to apply, all moneys and securities held in any Fund or Account, Revenues, payments and receipts and the income therefrom as follows and in the following order:

- (i) To the payment of the reasonable and proper Fiduciary Expenses;
- (ii) To the payment of the interest, Principal Installments and other amounts then due and payable on the Bonds, subject to the provisions of the General Indenture; as follows:
 - (A) Unless the Aggregate Principal Amount of all of the Bonds shall have become or have been declared due and payable.

First: To the payment to the persons entitled thereto of all installments of interest then due and payable on the Bonds in the order of the maturity of such installments, and, if the amount available shall not be sufficient to pay in full any installment or installments maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon to the persons entitled thereto, without any discrimination or preference; and

Second: To the payment to the persons entitled thereto of the unpaid Principal Installments of any Bonds and any other required payment on the Bonds which shall have become due and payable, whether at maturity or by call for redemption, in the order of their due dates, and if the amounts available shall not be sufficient to pay in full all the Bonds due and payable on any date, then to the payment thereof ratably, according to the amounts of Principal Installments due on such date, to the persons entitled thereto, without any discrimination or preference.

- (B) If the Aggregate Principal Amount of all of the Bonds shall have become or have been declared due and payable, to the payment of the principal, interest and other amounts then due and unpaid upon the Bonds without preference or priority of principal over interest or

other amounts or of interest over principal or other amounts, or of other amounts over principal or interest 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 and interest or other amounts, to the persons entitled thereto without any discrimination or preference;

(iii) To the payment of the amounts required for reasonable and necessary Program Expenses.

No remedy by the terms of the Indenture conferred upon or reserved to the Trustee or 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 every other remedy given under the Indenture or existing at law or in equity or by statute (including the Act) on or after the date of adoption of the Indenture.

Majority Bondholders Control Proceedings

If an Event of Default shall have occurred and be continuing, notwithstanding anything in the Indenture to the contrary, the Holders of at least a majority in Aggregate Principal Amount of Bonds then Outstanding shall have the right, at any time, by an instrument in writing executed and delivered to the Trustee, to direct the method and place of conducting any proceeding to be taken in connection with the enforcement of the terms and conditions of the Indenture or for the appointment of a receiver or to take any other proceedings under the Indenture, provided that such direction is in accordance with law and the provisions of the Indenture (including indemnity to the Trustee as provided in the General Indenture) and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of Bondholders not joining in such direction and provided further that nothing shall impair the right of the Trustee in its discretion to take any other action under the Indenture which it may deem proper and which is not inconsistent with such direction by Bondholders.

Modifications of Indenture and Outstanding Bonds

The Indenture provides procedures whereby UHC may amend the Indenture by execution and delivery of a Supplemental Indenture. Amendments that may be made without consent of Bondholders or the Trustee must be for only the following purposes: (a) To add to the covenants and agreements of UHC in the Indenture, other covenants and agreements to be observed by UHC which are not contrary to or inconsistent with the Indenture as theretofore in effect; (b) To add to the limitations and restrictions in the Indenture, other limitations and restrictions to be observed by UHC which are not contrary to or inconsistent with the Indenture as theretofore in effect; (c) To confirm, as further assurance, any pledge under, and the subjection to any lien or pledge created or to be created by the Indenture of the Revenues or of any other moneys, securities or funds; or (d) To provide for the issuance of Bonds pursuant to the Indenture and to provide for the terms and conditions pursuant to which such Bonds may be issued, paid or redeemed.

With the consent of the Trustee, a Supplemental Indenture may be executed and delivered by UHC: (a) To cure any ambiguity, supply any omission, or cure or correct any defect or inconsistent provision in the Indenture; (b) To insert such provisions clarifying matters or questions arising under the Indenture as are necessary or desirable and are not contrary to or inconsistent with the Indenture theretofore in effect; (c) To provide for additional duties of the Trustee in connection with the Mortgage Loans; (d) To waive any right reserved to UHC, provided that the loss of such right shall not adversely impair the Revenues available to pay the Outstanding Bonds; or (e) To make any other amendment or change that will not materially affect the interest of Owners of Outstanding Bonds.

Any modification or amendment of the Indenture and of the rights and obligations of UHC and of the Bondholders, in any particular, may be made by a Supplemental Indenture, with the written consent given as provided in the General Indenture of the Holders of at least a majority in Aggregate Principal Amount of the Bonds Outstanding at the time such consent is given. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Holders of all such Bonds, or shall reduce the percentages of Bonds the consent of the Holders of which is required to effect any such modification or amendment without the consent of the Holders of all Bonds then Outstanding or shall change the provisions of the Indenture relating to the ability to declare the Aggregate Principal Amount of Bonds to be due and payable; or shall change or modify any of the rights or obligations of any Fiduciary

without its written assent thereto. If any such modification or amendment will, by its terms not take effect so long as any Bonds of any particular maturity remain Outstanding, the consent of the Holders of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. 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 maturity would be affected by any modification or amendment of the Indenture, and any such determination shall be binding and conclusive on UHC and the Bondholders.

Defeasance

If UHC shall pay or cause to be paid, or there shall otherwise be paid, to the Bondholders of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in the Indenture, then the pledge of any Revenues, and other moneys and securities pledged under the Indenture and all covenants, agreements and other obligations of UHC to the Bondholders, shall thereupon cease, terminate and become void and be discharged and satisfied. In such event, the Trustee shall cause an accounting for such period or periods as shall be requested by UHC to be prepared and filed with UHC and, upon the request of UHC, shall execute and deliver to UHC all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to or upon the order of UHC all moneys or securities held by them pursuant to the Indenture that are not required for the payment of principal, or Redemption Price, if applicable, of or interest on Bonds not theretofore surrendered to them for such payment or redemption.

Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and shall be held in trust by the Trustee or the Paying Agent (through deposit by UHC of moneys for such payment or redemption or otherwise) at the maturity or redemption date thereof shall be deemed to have been paid within the meaning and with the effect expressed in the General Indenture. Outstanding Bonds shall be deemed, prior to the maturity or redemption date thereof, to have been paid within the meaning and with the effect expressed in the General Indenture if (i) in case any of said Bonds are to be redeemed on any date prior to their maturity, UHC shall have given to the Bond Registrar in form satisfactory to it irrevocable instructions to mail a notice of redemption of such Bonds on said date; (ii) there shall have been deposited with the Trustee either moneys in an amount sufficient, or Defeasance Obligations the principal of and the interest on which when due (whether at maturity or the prior redemption thereof at the option of the holder thereof) will provide moneys in an amount that, together with the moneys, if any, deposited with the Trustee at the same time, shall be sufficient to pay when due the principal or Redemption Price of and interest due and to become due on said Bonds on and prior to the redemption date or maturity date thereof, as the case may be, and (iii) in the event said Bonds are not by their terms subject to redemption within the next succeeding 60 days, UHC shall have given to the Bond Registrar in form satisfactory to it irrevocable instructions to mail, as soon as practicable, a notice to the Bondholders of such Bonds that the deposit required by (ii) above has been made with the Trustee and that said Bonds are deemed to have been paid and stating such maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price of and interest on said Bonds.

SUMMARY OF CERTAIN PROVISIONS OF THE CONTINUING DISCLOSURE CERTIFICATE

Definitions

“Annual Bond Disclosure Report” means any Annual Bond Disclosure Report provided by UHC pursuant to, and as described in, the Continuing Disclosure Certificate.

“Beneficial Owner” means (for purposes of the Continuing Disclosure Certificate) any person which has the power, directly or indirectly, to vote or consent with respect to, or to dispose of ownership of, any 2016 Series B Bonds (including persons holding 2016 Series B Bonds through nominees, depositories or other intermediaries).

“Dissemination Agent” means UHC, or any successor Dissemination Agent designated in writing by UHC.

“Listed Events” means any of the events listed below under “Reporting of Significant Events.”

“MSRB” means the Municipal Securities Rulemaking Board or any other entity designated or authorized by the SEC to receive reports pursuant to the Rule. Until otherwise designated by the MSRB or the SEC, filings with the MSRB are to be made through the Electronic Municipal Access (EMMA) website of the MSRB, currently located at <http://emma.msrb.org>.

“Participating Underwriter” means the original underwriter of the 2016 Series B Bonds required to comply with the Rule in connection with offering of the 2016 Series B Bonds.

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

“SEC” means the Securities and Exchange Commission and any successor agency thereto.

Provision of Annual Bond Disclosure Reports

UHC shall provide, or shall cause the Dissemination Agent to provide, not later than six months after the end of each fiscal year, commencing with a report for the fiscal year ending June 30, 2017 to the MSRB an Annual Bond Disclosure Report in an electronic format which is consistent with the requirements of the Continuing Disclosure Certificate.

If an Annual Bond Disclosure Report has not been provided to the MSRB by the date specified in the preceding paragraph, UHC shall, in a timely manner, send, or cause to be sent, a notice to the MSRB stating that such Annual Bond Disclosure Report has not been timely provided and, if known, stating the date by which UHC anticipates such Annual Bond Disclosure Report will be provided.

Content of Annual Bond Disclosure Reports

Each Annual Bond Disclosure Report of UHC shall contain or include by reference the following:

1. The audited financial statements for UHC for the most recently ended fiscal year, currently prepared in accordance with generally accepted accounting principles.
2. Tables setting forth the following information, as of the end of such fiscal year:
 - a. For each maturity of the 2016 Series B Bonds, the interest rate on such 2016 Series B Bonds, original aggregate principal amount of such 2016 Series B Bonds and the principal amount of such 2016 Series B Bonds remaining Outstanding.
 - b. The original aggregate principal amount of 2016 Series B Bonds and the aggregate principal amount of 2016 Series B Bonds remaining Outstanding.
 - c. During the period for the acquisition of Mortgage Loans with the proceeds of the 2016 Series B Bonds, the original amount of funds available for the acquisition of Mortgage Loans, the total amount of funds committed by UHC for individual Mortgage Loans, and the total principal amount of Mortgage Loans purchased by UHC. This information will not be provided after the period for the acquisition of Mortgage Loans with the proceeds of the 2016 Series B Bonds.
 - d. The amounts credited to the Acquisition Account, the Revenue Fund, the Debt Service Reserve Fund, the Debt Service Fund, and the Redemption Fund.
 - e. With respect to the 2016 Series B Bonds, the number and aggregate principal amount of Mortgage Loans purchased and the number and aggregate principal balance of Mortgage Loans remaining outstanding.

- f. The delinquency rates for Mortgage Loans securing the 2016 Series B Bonds and the number of foreclosures on Mortgage Loans securing the 2016 Series B Bonds for the preceding 12 months and on a cumulative basis.

Any or all of the items listed above may be included by specific reference to other documents, including official statements of debt issues of UHC or related public entities, which have been submitted to the MSRB or the SEC. UHC shall clearly identify each such other document so included by reference.

Reporting of Significant Events

Any of the following events shall be considered a Listed Event:

- (1) Principal and interest payment delinquencies with respect to the 2016 Series B Bonds.
- (2) Non-payment related defaults with respect to the 2016 Series B Bonds, if material.
- (3) Unscheduled draws on any credit enhancement reflecting financial difficulties.
- (4) Unscheduled draws on any debt service reserve reflecting financial difficulties.
- (5) Substitution of any credit or liquidity providers, or their failure to perform.
- (6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the 2016 Series B Bonds or other material events affecting the tax status of the 2016 Series B Bonds.
- (7) Modifications to rights of holders of the 2016 Series B Bonds, if material.
- (8) (a) Bond calls, if material, and (b) tender offers.
- (9) Defeasances.
- (10) Release, substitution, or sale of property securing repayment of the 2016 Series B Bonds, if material.
- (11) Rating changes.
- (12) Bankruptcy, insolvency, receivership or similar event of UHC.
- (13) The consummation of a merger, consolidation or acquisition involving UHC or the sale of all or substantially of the assets of UHC, other than in the ordinary course of business, the entry into a definitive agreement relating to any such actions, other than pursuant to its terms, if material.
- (14) Appointment of a successor or additional trustee or the change in the name of the trustee, if material.

Whenever UHC obtains knowledge of the occurrence of a Listed Event, it shall determine if such event would be material under applicable federal securities laws, provided that Listed Events of the type specified above in paragraphs (1), (3), (4), (5), (6), (8)(b), (9), (11) and (12) will always be deemed to be material. If UHC determines that knowledge of the event would be material under applicable federal securities laws, it shall, in a timely manner but in no event more than ten (10) Business Days after the occurrence of the Listed Event, file in an electronic format a notice of such occurrence with the MSRB.

Termination of Reporting Obligation

UHC's obligations under the Continuing Disclosure Certificate shall terminate upon the legal defeasance, prior redemption or payment in full of all of the 2016 Series B Bonds.

Dissemination Agent

UHC may, from time to time, appoint or engage a Dissemination Agent to assist it in carrying out its obligations under the Continuing Disclosure Certificate, and may discharge any such Agent, with or without appointing a successor Dissemination Agent. The initial Dissemination Agent shall be UHC.

Amendment; Waiver

UHC may amend the Continuing Disclosure Certificate and any provision of the Continuing Disclosure Certificate may be waived provided that the following conditions are satisfied:

- (a) If the amendment or waiver relates to the provisions described in the first paragraph under "Provisions of Annual Bond Disclosure Reports" or under "Content of Annual Bond Disclosure Reports" or in the first paragraph under "Reporting of Significant Events", it may only be made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of an obligated person with respect to the 2016 Series B Bonds, or the type of business conducted;
- (b) The undertaking, as amended or taking into account such waiver, would, in the opinion of nationally recognized bond counsel, have complied with the requirements of the Rule at the time of the original issuance of the 2016 Series B Bonds, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and
- (c) The amendment or waiver either (i) is approved by the Holders of the 2016 Series B Bonds in the same manner as provided in the Indenture for amendments to the Indenture with the consent of Holders, or (ii) does not, in the opinion of nationally recognized bond counsel, materially impair the interests of the Holders or Beneficial Owners of the 2016 Series B Bonds.

In the event of any amendment or waiver of a provision of the Continuing Disclosure Certificate, UHC shall describe such amendment in the next Annual Bond Disclosure Report, and shall include, as applicable, a narrative explanation of the reason for the amendment or waiver and its impact on the type (or, in the case of a change of accounting principles, on the presentation) of financial information or operating data being presented by UHC. In addition, if the amendment relates to the accounting principles to be followed in preparing financial statements, (i) notice of such change shall be given in a filing with the MSRB and (ii) the Annual Bond Disclosure Report for the year in which the change is made should present a comparison (in narrative form and also, if feasible, in quantitative form) between the financial statements as prepared on the basis of the new accounting principles and those prepared on the basis of the former accounting principles.

Additional Information

Nothing in the Continuing Disclosure Certificate shall be deemed to prevent UHC from disseminating any other information, using the means of dissemination set forth in the Continuing Disclosure Certificate or any other means of communication, or including any other information in any Annual Bond Disclosure Report or notice required to be filed pursuant to the Continuing Disclosure Certificate, in addition to that which is required by the Continuing Disclosure Certificate. If UHC chooses to include any information in any Annual Bond Disclosure Report or any other notice required by the Continuing Disclosure Certificate in addition to that which is specifically required by the Continuing Disclosure Certificate, UHC shall have no obligation under the Continuing Disclosure Certificate to update such information or include it in any future Annual Bond Disclosure Report or any other notice required to be filed.

Default

In the event of a failure of UHC to comply with any provision of the Continuing Disclosure Certificate, the Trustee may (and, at the request of any Participating Underwriter or the Holders of at least 25% aggregate principal amount of Outstanding 2016 Series B Bonds, shall), or any Holder or Beneficial Owner of the 2016 Series B Bonds may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause UHC to comply with its obligations under the Continuing Disclosure Certificate. A default under the Continuing Disclosure Certificate shall not be deemed an Event of Default under the Indenture, and the sole remedy under the Continuing Disclosure Certificate in the event of any failure of UHC to comply with the Continuing Disclosure Certificate shall be an action to compel performance.

Beneficiaries

The Continuing Disclosure Certificate shall inure solely to the benefit of UHC, the Trustee, the Dissemination Agent, the Participating Underwriter, Holders and Beneficial Owners from time to time of the 2016 Series B Bonds, and shall create no rights in any other person or entity.

LEGALITY FOR INVESTMENT

Under the Act, the notes, bonds, and other obligations issued under the authority of the Act are declared to be securities in which all public officers and public bodies of the State and its political subdivisions, all banks, bankers, savings banks, trust companies, credit unions, savings and loan associations, building and loan associations, investment companies, and other persons carrying on a banking business, all insurance companies and insurance associations and others carrying on an insurance business, and all administrators, executors, guardians, trustees, and other fiduciaries, pension, profit sharing and retirement funds, and all other persons whosoever now or may hereafter be authorized to invest in notes, bonds, or other obligations of the State, may properly and legally invest any funds, including capital belonging to them or within their control. Such notes, bonds, and other obligations are also declared securities which may properly and legally be deposited with and received by any State, county, or municipal officer, or agency of the State for any purpose for which the deposit of notes, bonds, or other obligations of the State is now or may hereafter be authorized by law.

LEGALITY AND TAX STATUS

Certain legal matters in connection with the 2016 Series B Bonds are subject to the approval of Ballard Spahr LLP, Salt Lake City, Utah, Bond Counsel. The form of approving opinion of Bond Counsel delivered on the date of issuance of the 2016 Series B Bonds is set forth in Appendix B.

In the opinion of Bond Counsel, interest on the 2016 Series B Bonds is taxable as ordinary income for federal income tax purposes.

NO LITIGATION

There is no proceeding or litigation of any nature now pending or threatened restraining or enjoining the issuance, sale, execution or delivery of the 2016 Series B Bonds, or the purchase of Mortgage Loans with moneys to be deposited in the Acquisition Account, or in any way contesting or affecting the validity of the 2016 Series B Bonds, any proceedings of UHC taken with respect to the issuance or sale thereof, the pledge or application of any money or security provided for the payment of the 2016 Series B Bonds, the existence or powers of UHC relating to the 2016 Series B Bonds or the title of any officers of UHC to their respective positions.

UNDERWRITING

The 2016 Series B Bonds will be purchased from UHC by the Underwriter, Zions Bank, a division of ZB, National Association, under a Purchase Contract dated November 8, 2016 pursuant to which the Underwriter agrees, subject to certain conditions, to purchase all of the 2016 Series B Bonds.

The initial public offering prices stated on the cover of this Official Statement may be changed from time to time by the Underwriter. The Underwriter may offer and sell the 2016 Series B Bonds to certain dealers (including dealers depositing such 2016 Series B Bonds into investment trusts), dealer banks, banks acting as agents and others at prices lower than said public offering prices.

RATING

In connection with the issuance of the Bonds as described in this Official Statement, Moody's Investors Service ("Moody's" or the "Rating Agency") has assigned the Bonds a rating of "Aa3".

The rating reflects only the view of the Rating Agency. Explanations of the significance of the rating may be obtained from the Rating Agency as follows: Moody's Investors Service, Inc., 99 Church Street, New York, New York 10007, (212) 553-0300. A rating is not a recommendation to buy, sell or hold the Bonds, and there is no assurance that any rating will be maintained for any given period of time by the Rating Agency or that it will not be revised or withdrawn entirely by the Rating Agency, if in its judgment circumstances so warrant. Any such revision or withdrawal of a rating may have an adverse affect on the market price of the Bonds.

ADDITIONAL INFORMATION

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of fact. This Official Statement is not to be construed as a contract or agreement between UHC and the purchasers or holders of any of the 2016 Series B Bonds.

Copies in reasonable quantity of the Indenture and other documents referenced herein may be obtained from the Underwriter or from UHC at 2479 S. Lake Park Boulevard, West Valley City, Utah 84120.

The execution and delivery of this Official Statement by its President has been duly authorized by UHC. Concurrently with the delivery of the 2016 Series B Bonds, UHC will furnish a certificate executed on behalf of UHC by its President to the effect that this Official Statement, as of its date and as of the date of delivery of the 2016 Series B Bonds does not contain any untrue statement of a material fact or omit to state any material fact necessary to make the statements herein, in the light of the circumstances under which they were made, not misleading.

UTAH HOUSING CORPORATION

By: /s/ Grant S. Whitaker
President

APPENDIX A

INSURANCE, GUARANTEES AND FORECLOSURE

Federal Housing Administration Single Family Mortgage Insurance

FHA may insure loans on amounts up to 115 percent of the area median house price, when that amount is between the national minimum (\$271,050) and maximum (\$625,500). The minimum and maximum loan limits are based on 65 percent and 150 percent of the conforming loan limits for Government-Sponsored Enterprises (GSE), which is \$417,000.

In Utah, the maximum insurable mortgage amounts are as follows:

<u>Counties</u>	<u>Mortgage Amount Limit (\$)</u>
Salt Lake and Tooele (MSA)	312,800
Davis, Morgan, Box Elder and Weber (MSA)	389,850
Summit	600,300
Wasatch	366,850
Washington (MSA)	287,500
Daggett	302,450
Rich	296,700
Utah and Juab	303,600
All other	271,050

In addition, the loan to value ratio for each insurable mortgage may not exceed 96.5% of the value of the properties. After the FHA Modernization Act of 2008 became effective, a minimum down payment of 3.5% of the property value is required be collected. Home buyers may finance an up-front mortgage insurance premium and a portion of any closing costs, but in no event may the loan to value ratio exceed 100% of the value of a property. However, when a unit of government or an instrumentality of one is offering downpayment and/or closing cost assistance in the form of secondary financing, the combined LTV can exceed 100% of the appraised value. Value is defined as the lesser of (a) appraised value of the property plus closing costs, or (b) the sales price of the property plus closing costs paid by the mortgagor.

Currently, home buyers under the Section 203(b) Program are required to pay an up-front mortgage insurance premium of 1.75%. Since July 1, 1991, an annual risk-based premium has been assessed based on the amount of downpayment. Under current regulations, a .85% fee will be assessed annually if the initial loan-to-value ratio (LTV) is greater than 95% and .80% if the LTV is less than or equal to 95%. For Mortgage Loans with an FHA case number assigned on or between January 1, 2001 and June 2, 2013, such annual mortgage insurance premiums will be cancelled automatically when the LTV is less than or equal to 78%, provided that the mortgagor has paid the annual mortgage insurance premium for at least five years. The contract of insurance will remain in force for any such Mortgage Loan's full term. For a Mortgage Loan with an original LTV exceeding 90% and an FHA case number assigned on or after June 3, 2013, the annual mortgage insurance must be paid monthly, as long as there is a principal balance outstanding, up through the full 30-year amortization schedule.

The regulations governing the FHA single-family programs under which the Mortgage Loans may be insured provide that a mortgage loan will be considered to be in default if the mortgagor fails to make any payment or perform any other obligation under the mortgage, and such failure continues for a period of thirty days. Insurance benefits are payable to the mortgagee either upon foreclosure (or other acquisition of the property) and conveyance of mortgaged premises to HUD. In the event of a default on an FHA-insured single-family mortgage loan, the mortgagee must determine whether or not the default is caused by a circumstance or set of circumstances beyond the mortgagor's control which temporarily renders the mortgagor financially unable to cure the delinquency within a reasonable time or to make full mortgage payments. If the determination is made that the default is caused by such circumstances, the mortgagee generally is not permitted to initiate foreclosure proceedings unless and until it has offered the mortgagor appropriate loss mitigation alternatives. FHA insurance claims are paid in an amount equal to

one hundred percent (100%) of the outstanding principal balance of the mortgage loan plus interest and certain additional costs and expenses. When entitlement to insurance benefits results from foreclosure (or other acquisition of the property) and conveyance, the insurance payment is computed as of the date of the default by the mortgagor. The insurance payment itself bears interest as provided under FHA regulations.

Payment for insurance claims may include reimbursement to the mortgagees for tax, insurance, and similar payments made by them, as well as deductions for amounts received or retained by them after default. Under most FHA insurance programs for single-family residences the Federal Housing Commissioner has the option of paying insurance claims in cash or in debentures. The HUD debenture rate may be less than the interest rate on the mortgage loans, and any such debentures would mature 20 years after the date of issue, pay interest semiannually and may be redeemable at par at the option of HUD. Current FHA policy, which is subject to change at any time, is to pay insurance claims in cash.

Department of Veterans Affairs Loan Guaranty Program

The Serviceman's Readjustment Act of 1944, as amended, permits a veteran (or in certain circumstances a veteran's spouse) to obtain a mortgage loan guaranty by the VA covering mortgage financing of the purchase of a one-to-four unit family dwelling at interest rates permitted by the VA.

The maximum funding fee that the Department of Veterans Affairs charges to borrowers is currently 3.30%.

Claims for the payment of a VA guaranty may be submitted after a loan has been terminated by foreclosure or the acceptance by the VA of a voluntary conveyance (deed-in-lieu of foreclosure). A mortgagee intending to institute foreclosure proceedings cannot do so until 30 days after notifying the Administrator of Veteran Affairs of this intention by registered mail.

The maximum guaranty on a VA loan for the purchase or construction of a home or the purchase of a condominium unit is the lesser of (a) the veteran's available entitlement in an amount up to \$36,000 (which can be increased to an amount equal to 25 percent of the Freddie Mac single family conventional conforming loan limit for certain loans over \$144,000), or (b) the maximum potential guaranty amount in the following table:

<u>Loan Amount (\$)</u>	<u>Maximum Potential Guaranty</u>
45,000 or less	50% of the loan amount
45,001 to 56,250	\$22,500
56,251 to 144,000	40% of the loan amount, with a maximum of \$36,000
144,000 to 417,000	25% of the loan amount
Greater than 417,000	The lesser of: 25% of the VA county loan limit, or 25% of the loan amount

The liability on the guaranty is reduced or increased pro rata with any reduction or increase in the amount of the indebtedness, but will in no event exceed the original amount of the guaranty. Notwithstanding the dollar and percentage limitations of the guaranty, a mortgagee will ordinarily suffer a monetary loss only when the difference between the unsatisfied indebtedness and the proceeds of any foreclosure sale of a mortgaged premises is greater than the original guaranty as adjusted. The VA may, at its option and without regard to the guaranty, make full payment to a mortgagee of unsatisfied indebtedness on a mortgage upon the mortgagee's obtaining title and conveying it to the VA.

Utah Foreclosure Procedures

The security instruments employed under UHC's Single Family Program generally take the form of trust deeds. The Utah Code permits the trustee under a trust deed to conduct a non-judicial foreclosure sale. The trustee institutes this process by filing for record a notice of default and election to sell; copies of this notice are mailed to the trustor (mortgagor) and to any persons who have requested such notice under applicable statutory procedures. The trustor or any subordinate lienholder may reinstate the trust deed at any time within three months after the notice of default is recorded by paying all delinquent installments plus costs, expenses, trustees' fees and attorneys' fees.

After not less than three months have elapsed from the filing of the notice of default, the trustee may give written notice of sale. Notice of sale is given by publication at least three times, once a week for three consecutive

weeks, the last publication to be at least ten days but not more than thirty days prior to the sale, by public posting at least twenty days before the date of sale, and by the mailing of a copy of the notice of sale to the trustor and to any person who has properly requested notice. No redemption is permitted after the sale.

Trust deeds may also be foreclosed in judicial proceedings in the manner provided by law for the foreclosure of mortgages. In such a judicial proceeding, a mortgagor has 180 days after the foreclosure sale to redeem and is entitled to possession during the redemption period. In addition to the mortgagor, rights of redemption are also accorded to his successor, junior lienors or judgment creditors by paying the foreclosure sale purchaser the purchase price plus interest and other costs. A Sheriff's Certificate is issued at the time of sale to the purchaser, but a deed is not issued until the expiration of the 180-day redemption period.

The Utah Code allows a deficiency judgment if proceeds from sale are insufficient to satisfy the judgment, but in the case of a trustee's sale under a trust deed, the amount of any deficiency judgment is limited to the amount by which the amount of the indebtedness secured by the trust deed being foreclosed plus interest and the costs and expenses incurred in the foreclosure exceeds the fair market value of the property at the time of the foreclosure sale.

A mortgagor may deliver the deed of a secured property to UHC in lieu of having the respective trust deed foreclosed, provided that UHC, and FHA or VA, as applicable, give prior consent.

Servicemembers' Civil Relief Act

The Servicemembers' Civil Relief Act (signed into law on December 19, 2003 to replace the Soldiers' and Sailors' Civil Relief Act of 1940) applies to anyone called to active military duty and who has debts (including mortgage debt) incurred before they were so activated. The Servicemembers' Civil Relief Act, as amended by the FHA Modernization Act of 2008, effectively provides that, upon activation and during the period of active duty and for a period of nine months thereafter such debts may not be foreclosed on. Additionally, during the period of active duty and for a period of one year thereafter any interest on such debts in excess of 6% must be forgiven.

APPENDIX B

PROPOSED FORM OF OPINION OF BOND COUNSEL

Upon the issuance of the 2016 Series B Bonds, Ballard Spahr LLP, Salt Lake City, Utah, Bond Counsel to UHC, proposes to issue an opinion in substantially the following form:

We have acted as bond counsel to Utah Housing Corporation (“UHC”) in connection with the issuance by UHC of its \$22,700,000 Single Family Mortgage Bonds, 2016 Series B (Federally Taxable) (the “2016 Series B Bonds”). UHC is an independent body politic and corporate, constituting a public corporation, created by and existing under the Utah Housing Corporation Act, Part 1, Chapter 8, Title 63H, Utah Code Annotated 1953, as amended (the “Act”). The 2016 Series B Bonds are authorized to be issued under and secured by a General Indenture of Trust dated as of August 1, 2012 and a 2016 Series B Indenture dated as of December 1, 2016 (collectively, the “Indenture”) between UHC and Zions Bank, a division of ZB, National Association, as trustee (the “Trustee”). Capitalized terms not otherwise defined herein shall have the meanings set forth in the Indenture.

In such connection, we have reviewed the Indenture, an opinion of counsel to UHC, certificates of UHC, the Trustee and others, and such other documents, opinions and matters to the extent we deemed necessary to render the opinions set forth herein.

The opinions expressed herein are based on an analysis of existing laws, regulations, rulings and court decisions and cover certain matters not directly addressed by such authorities. Such opinions may be affected by actions taken or omitted or events occurring after the date hereof. We have not undertaken to determine, or to inform any person, whether any such actions or events are taken or do occur. We disclaim any obligation to update this letter. We have assumed the genuineness of all documents and signatures presented to us (whether as originals or as copies) and the due and legal execution and delivery thereof by any parties other than UHC. We have not undertaken to verify independently, and have assumed, accuracy of the factual matters represented, warranted or certified in the documents and of the legal conclusions contained in the opinions, referred to in the second paragraph hereof. We call attention to the fact that the rights and obligations under the 2016 Series B Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, arrangement, fraudulent conveyance, moratorium and other laws relating to or affecting creditors’ rights, to the application of equitable principles and to the exercise of judicial discretion in appropriate cases. We express no opinion with respect to any indemnification, contribution, choice of law, choice of forum or waiver provisions contained in the foregoing documents. Finally, we undertake no responsibility for the accuracy, completeness or fairness of the official statement or other offering material relating to the 2016 Series B Bonds and express no opinion with respect thereto.

Based upon and subject to the foregoing, and in reliance thereon, as of the date hereof, it is our opinion that:

1. UHC is an independent body politic and corporate, constituting a public corporation, validly existing under the laws of the State of Utah, and has lawful authority to issue the 2016 Series B Bonds.
2. The Indenture has been duly executed and delivered by, and is a valid and binding obligation of, UHC. The Indenture creates a valid pledge to secure the payment of the principal of and interest on the Bonds, of the Revenues and any other amounts (including proceeds of the sale of the 2016 Series B Bonds) held by the Trustee in any fund or account established pursuant to the Indenture and of the rights and interests of UHC in and to the Mortgage Loans, subject to the provisions of the Indenture permitting the application thereof for the purposes and on the terms and conditions set forth in the Indenture.
3. The 2016 Series B Bonds constitute valid and binding special obligations of UHC, payable solely from the Revenues and other assets pledged therefor under the Indenture. The 2016 Series B Bonds do not constitute a debt or liability of the State of Utah or any political subdivision thereof.
4. Interest on the 2016 Series B Bonds is taxable as ordinary income for federal income tax purposes.

APPENDIX C

LENDERS INVITED TO PARTICIPATE

Academy Mortgage Corporation
America First Federal Credit Union
American Pacific Mortgage Corporation
Bank of England
Bank of Utah
Broker Solutions dba New American Funding
Cache Valley Bank
Caliber Home Loan, Inc.
City 1st Mortgage Services LLC
Citywide Home Loans
Cornerstone Home Lending, Inc.
DHI Mortgage Company, Ltd.
Fairway Independent Mortgage Corporation
First Colony Mortgage Corp.
First Option Mortgage, LLC
Goldenwest Federal Credit Union
Graystone Funding Company LLC
Guild Mortgage Co.
M&T Bank
Mountain America Federal Credit Union
Pacific Union Financial, LLC
Peoples National Bank
Primary Residential Mortgage, Inc.
PrimeLending
RAN Life
RMR Financial, LLC
Security Home Mortgage LLC
Security National Mortgage Co.
SWBC Mortgage Corporation
Universal American Mortgage Company, LLC
U.S. Bank National Association
Utah Community Federal Credit Union
Utah Mortgage Loan Corporation
Veritas Funding, LLC
ZB, N.A. dba Zions Bank