New Issues – Book-Entry Only **Ratings: See "Ratings" herein.**

In the opinion of Ice Miller LLP, Chicago, Illinois ("Bond Counsel"), under existing federal statutes, decisions, regulations and rulings, interest on the Tax-Exempt Bonds (hereinafter defined) is excludable from gross income under Section 103 of the Internal Revenue Code of 1986, as amended, for federal income tax purposes. Such excludability is conditioned on continuing compliance with the Tax Covenants (hereinafter defined). The interest on Tax-Exempt Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. However, for tax years beginning after December 31, 2022, the interest on the Tax-Exempt Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax. Interest on the Taxable Bonds (as hereinafter defined) is not excludable for federal income tax purposes. In addition, in the opinion of Bond Counsel, under the Illinois Housing Development Act, in its present form, the Series 2023A/B/C Bonds and all income from the Series 2023A/B/C Bonds are free from all taxation of the State of Illinois or its political subdivisions except for estate, transfer and inheritance taxes. See "TAX MATTERS" herein.

$195,000,000

Illinois Housing Development Authority

Revenue Bonds

$120,000,000 2023 Series A (Non-AMT) (Social Bonds)
$37,500,000 2023 Series B (Taxable) (Social Bonds)
$37,500,000 2023 Series C (Taxable) (Variable Rate) (Social Bonds)

Purpose:	Proceeds of the Revenue Bonds, 2023 Series A (the "Series 2023A Bonds"), Revenue Bonds, 2023 Series B (the "Series 2023B Bonds" and with the Series 2023A Bonds, the "Fixed Rate Bonds"), and Revenue Bonds, 2023 Series C (the "Series 2023C Bonds" or the "Variable Rate Bonds," and collectively with the Fixed Rate Bonds, the "Series 2023A/B/C Bonds") are expected to be used to: (a) acquire, and/or reimburse the Authority for its prior purchase of, mortgage backed securities guaranteed as to timely payment of principal and interest by the Government National Mortgage Association, the Federal Home Loan Mortgage Corporation or the Federal National Mortgage Association (or participation interests in such mortgage backed securities); (b) refund at or in advance of maturity all or a portion of a number of series of the Authority's outstanding bonds or other obligations (collectively, the "Refunded Obligations"); (c) pay certain termination payments on hedging contracts; and (d) pay or reimburse the Authority for certain costs incurred in connection with the issuance of the Series 2023A/B/C Bonds and refunding and/or redemption of the Refunded Obligations. See information under the captions "PLAN OF FINANCE," "SOURCES AND USES OF FUNDS" and "THE GENERAL INDENTURE PROGRAM."
Social Bonds:	The Series 2023A/B/C Bonds have been designated as "Social Bonds." See "DESIGNATION OF THE SERIES 2023A/B/C BONDS AS SOCIAL BONDS" herein.
Security:	The Series 2023A/B/C Bonds are special limited obligations of the Authority. Together with other Bonds (as defined herein) previously issued or to be issued under the General Indenture (as defined herein), the Series 2023A/B/C Bonds have a claim for payment solely from Pledged Property as described in the General Indenture, including Revenues derived from Mortgage Loans and Mortgage Backed Securities and certain Funds and Accounts held by the Trustee (each as defined herein). See "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS." The Series 2023A/B/C Bonds: (i) are not general obligations of the Authority; (ii) do not constitute a debt of, and are not guaranteed by, the State of Illinois or the United States or any agency or instrumentality thereof; and (iii) are not secured by a pledge of the full faith and credit of the State of Illinois or the United States or any agency or instrumentality thereof. Further, Section 26.1 of the Illinois Housing Development Act, which requires the Governor to submit to the General Assembly the amount certified by the Authority as being required to pay debt service on certain bonds of the Authority because of insufficient moneys available for such payments, shall not apply to the Bonds (including the Series 2023A/B/C Bonds).
Dated/Delivery Date:	March 29, 2023
Due:	April 1 and October 1, as shown on the inside front cover
Interest Payment Dates:	April 1 and October 1, commencing October 1, 2023
Redemption and Tender:	The Series 2023A/B/C Bonds are subject to redemption, including redemption at par without premium, as described under the caption "THE SERIES 2023A/B/C BONDS – Redemption." The Variable Rate Bonds will initially bear interest in the Weekly Interest Rate Period at the Weekly Interest Rate and, while in the Weekly Interest Rate Period, are subject to tender for purchase on any Business Day at the option of the registered owners thereof, as described under the caption "THE SERIES 2023A/B/C BONDS – The Variable Rate Bonds." The Variable Rate Bonds are also subject to mandatory tender for purchase under certain circumstances as described under the caption "THE SERIES 2023A/B/C BONDS – The Variable Rate Bonds." **This Official Statement is intended to describe the terms of any Variable Rate Bond only while it bears interest at the Weekly Interest Rate or the Daily Interest Rate and only while the Initial Liquidity Facility (as defined below) is in effect.**
Conversion to other Modes: (Variable Rate Bonds Only)	The Variable Rate Bonds may be adjusted to bear interest for a Daily Interest Rate Period, a Short-Term Interest Rate Period or a Long-Term Interest Rate Period as described herein.
Denominations:	The Fixed Rate Bonds will be issued in denominations of $5,000 and any integral multiple thereof. The Variable Rate Bonds will be issued in denominations of $100,000 and any integral multiples of $5,000 thereof described herein.
Book-Entry Only System:	The Depository Trust Company, New York, New York (the "Securities Depository") See "THE SERIES 2023A/B/C BONDS – Book-Entry-Only System."
Trustee and Tender Agent:	The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois
Bond Counsel:	Ice Miller LLP
Underwriters' Counsel:	Locke Lord LLP
Initial Liquidity Facility:	Funds for the timely payment of the purchase price of Variable Rate Bonds tendered for purchase and not remarketed are expected to be provided pursuant to a Standby Bond Purchase Agreement (the "Initial Liquidity Facility"), entered into among the Authority, the Trustee, the Tender Agent and TD Bank, N.A. (the "Initial Liquidity Provider"). The Initial Liquidity Facility is scheduled to expire on March 29, 2028, subject to earlier termination or extension as described herein. Variable Rate Bonds will be subject to mandatory tender for purchase upon the expiration of the Initial Liquidity Facility if it is not extended. The obligations of the Initial Liquidity Provider to purchase Variable Rate Bonds under the Initial Liquidity Facility may be terminated or suspended, in some circumstances without notice to the Trustee, as described herein. See "THE SERIES 2023A/B/C BONDS – The Variable Rate Bonds," APPENDIX H – "THE VARIABLE RATE BONDS" and APPENDIX I – "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER."
Initial Liquidity Provider:	TD Bank, N.A.
Liquidity Provider Counsel:	Chapman and Cutler LLP, Chicago, Illinois
Remarketing Agent:	TD Securities (USA) LLC

The Series 2023A/B/C Bonds are offered when, as and if issued and received by the Underwriters, subject to prior sale, withdrawal or modification without notice, and to the approval of legality by Ice Miller LLP, Chicago, Illinois, Bond Counsel. Certain legal matters will be passed upon for the Authority by its General Counsel, Maureen G. Ohle, Esq., for the Initial Liquidity Provider by its counsel, Chapman and Cutler LLP, Chicago, Illinois, and for the Underwriters by their counsel, Locke Lord LLP, Chicago, Illinois. See information under the caption "LEGAL MATTERS." It is expected that the Series 2023A/B/C Bonds will be available and delivered in book entry only form through DTC on or about March 29, 2023.

MORGAN STANLEY* **J.P. MORGAN†**

Citigroup **Ramirez & Co., Inc.** **UBS** **Wells Fargo Securities**

Cabrera Capital Markets LLC **Mesirow Financial, Inc.** **Stern Brothers** **TD Securities**

February 28, 2023

* Senior Managing Underwriter with respect to the Series 2023A Bonds.

† Senior Managing Underwriter with respect to the Series 2023B Bonds, and sole Underwriter with respect to the Series 2023C Bonds.

MATURITY SCHEDULE

$120,000,000 Revenue Bonds, 2023 Series A

$31,425,000 Serial Bonds

Maturity	Principal Amount	Interest Rate	Price	CUSIP† (45203M)	Maturity	Principal Amount	Interest Rate	Price	CUSIP† (45203M)
10/1/2023	$580,000	3.200%	100.00%	KC4	4/1/2030	$1,280,000	3.600%	100.00%	KR1
4/1/2024	1,030,000	3.200	100.00	KD2	10/1/2030	1,305,000	3.650	100.00	KS9
10/1/2024	1,045,000	3.200	100.00	KE0	4/1/2031	1,330,000	3.700	100.00	KT7
4/1/2025	1,065,000	3.250	100.00	KF7	10/1/2031	1,355,000	3.700	100.00	KU4
10/1/2025	1,085,000	3.250	100.00	KG5	4/1/2032	1,385,000	3.750	100.00	KV2
4/1/2026	1,105,000	3.300	100.00	KH3	10/1/2032	1,415,000	3.800	100.00	KW0
10/1/2026	1,125,000	3.300	100.00	KJ9	4/1/2033	1,440,000	3.850	100.00	KX8
4/1/2027	1,145,000	3.350	100.00	KK6	10/1/2033	1,475,000	3.900	100.00	KY6
10/1/2027	1,165,000	3.400	100.00	KL4	4/1/2034	1,505,000	4.000	100.00	KZ3
4/1/2028	1,185,000	3.450	100.00	KM2	10/1/2034	1,540,000	4.000	100.00	LA7
10/1/2028	1,205,000	3.500	100.00	KN0	4/1/2035	1,570,000	4.050	100.00	LB5
4/1/2029	1,230,000	3.550	100.00	KP5	10/1/2035	1,605,000	4.100	100.00	LC3
10/1/2029	1,255,000	3.550	100.00	KQ3					

$10,485,000 4.500% 2023A Term Bonds due October 1, 2038 – Price 100.00%; CUSIP No. 45203MLD1†
$21,370,000 4.800% 2023A Term Bonds due October 1, 2043 – Price 100.00%; CUSIP No. 45203MLE9†
$16,240,000 4.900% 2023A Term Bonds due April 1, 2047 – Price 100.00%; CUSIP No. 45203MLF6†
$40,480,000 5.250% 2023A PAC Term Bonds due April 1, 2053 – Price 106.391%; CUSIP No. 45203MLG4†

$37,500,000 Revenue Bonds, 2023 Series B (Taxable)

$11,020,000 Serial Bonds

Maturity	Principal Amount	Interest Rate	Price	CUSIP† (45203M)	Maturity	Principal Amount	Interest Rate	Price	CUSIP† (45203M)
10/1/2023	$290,000	4.895%	100%	LH2	4/1/2028	$670,000	5.151%	100%	LS8
4/1/2024	545,000	4.945	100	LJ8	10/1/2028	690,000	5.171	100	LT6
10/1/2024	560,000	4.995	100	LK5	4/1/2029	710,000	5.208	100	LU3
4/1/2025	570,000	4.995	100	LL3	10/1/2029	730,000	5.258	100	LV1
10/1/2025	585,000	4.995	100	LM1	4/1/2030	750,000	5.308	100	LW9
4/1/2026	605,000	5.053	100	LN9	10/1/2030	770,000	5.328	100	LX7
10/1/2026	620,000	5.103	100	LP4	4/1/2031	795,000	5.356	100	LY5
4/1/2027	635,000	5.071	100	LQ2	10/1/2031	840,000	5.426	100	LZ2
10/1/2027	655,000	5.121	100	LR0					

$26,480,000 5.628% 2023B PAC Term Bonds due April 1, 2053 – Price 100%; CUSIP No. 45203MMA6 †

$37,500,000 Revenue Bonds, 2023 Series C (Taxable) (Variable Rate)

$37,500,000 Term Bonds due October 1, 2046 – Price 100%; CUSIP No. 45203MMB4†

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† CUSIP® is a registered trademark of the American Bankers Association. CUSIP data herein is provided by the CUSIP Service Bureau, operated by FactSet Research Systems Inc. This data is not intended to create a database and does not serve in any way as a substitute for the CUSIP Service Bureau. This CUSIP number has been assigned by an independent company not affiliated with the Authority and is included solely for the convenience of the registered owners of the applicable Series 2023A/B/C Bonds. The Authority and the Underwriters are not responsible for the selection or uses of the CUSIP number, and no representation is made as to its correctness by the Authority and the Underwriters are not responsible for the selection or uses of the CUSIP number, and no representation is made as to the correctness by the Authority and the Underwriters of the Series 2023A/B/C Bonds or as included herein. The CUSIP number for a specific maturity and interest rate of a series of the Series 2023A/B/C Bonds is subject to being changed after the issuance of the Series 2023A/B/C Bonds as a result of various subsequent actions including, but not limited to, a refunding in whole or in part or as a result of the procurement of secondary market portfolio insurance or other similar enhancement by investors that is applicable to all or a portion of certain maturities and interest rates of a Series of the Series 2023A/B/C Bonds.

No person has been authorized by the Authority 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 the Authority or the Underwriters. 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 Series 2023A/B/C Bonds by any person in any jurisdiction in which it is unlawful for such person to make such offer, solicitation or sale. The information and expressions of opinion in this Official Statement are subject to change without notice, and neither the delivery of this Official Statement nor any sale made under it shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date as of which information is given in this Official Statement.

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

The Initial Liquidity Provider has no responsibility for the form and content of this Official Statement, other than solely with respect to the information describing the Initial Liquidity Provider under the heading Appendix I - "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER" under the subheading the "Initial Liquidity Provider", and has not independently verified, makes no representation regarding, and does not accept any responsibility for the accuracy or completeness of this Official Statement or any information or disclosure contained herein or omitted herefrom, other than solely with respect to the information describing itself under the heading Appendix I - "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER" under the subheading the "Initial Liquidity Provider".

References to website addresses presented herein are for informational purposes only. Unless specified otherwise, such websites and the information contained therein are not incorporated into, and are not part of, this Official Statement for purposes of, and as that term is defined in, SEC Rule 15c2-12.

This Official Statement contains "forward-looking statements" within the meaning of the federal securities laws. These forward-looking statements may include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward-looking statements in this Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements. The Authority has no duty, obligation or expectation to update any of the information contained in this Official Statement if actual results differ materially from those expressed in or implied by such forward-looking statements.

TABLE OF CONTENTS

OFFICIAL STATEMENT
of the
ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Relating to

$195,000,000

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

CONSISTING OF

$120,000,000 REVENUE BONDS, 2023 SERIES A (NON-AMT) (SOCIAL BONDS)
$37,500,000 REVENUE BONDS, 2023 SERIES B (TAXABLE) (SOCIAL BONDS)
AND
$37,500,000 REVENUE BONDS, 2023 SERIES C (TAXABLE) (VARIABLE RATE) (SOCIAL BONDS)

INTRODUCTION

This Official Statement (including the cover page and all appendices) is being furnished by the Illinois Housing Development Authority (the "Authority") in order to furnish information in connection with its issuance of $195,000,000 aggregate principal amount of Revenue Bonds, consisting of $120,000,000 2023 Series A Bonds (Non-AMT) (the "Series 2023A Bonds"), $37,500,000 2023 Series B Bonds (Taxable) (the "Series 2023B Bonds") and $37,500,000 2023 Series C Bonds (Taxable) (Variable Rate) (the "Series 2023C Bonds," and collectively with the Series 2023A Bonds and the Series 2023B Bonds, the "Series 2023A/B/C Bonds"). The Series 2023A Bonds and the Series 2023B Bonds are sometimes referred to herein collectively as the "Fixed Rate Bonds"; and the Series 2023C Bonds are sometimes referred to herein as the "Variable Rate Bonds." The Series 2023A Bonds are sometimes referred to herein as the "Tax-Exempt Bonds"; and the Series 2023B Bonds and the Series 2023C Bonds are sometimes referred to herein collectively as the "Taxable Bonds." Proceeds of the Series 2023A/B/C Bonds will be used as described under the caption "PLAN OF FINANCE."

The Series 2023A/B/C Bonds are to be designated by the Authority as "Social Bonds" as described in "DESIGNATION OF THE SERIES 2023A/B/C BONDS AS SOCIAL BONDS" herein.

The Series 2023A/B/C Bonds are being issued by the Authority pursuant to the Illinois Housing Development Act (20 ILCS 3805/1 *et seq*.), as amended (the "Act"), in furtherance of its single-family housing mortgage loan program, a resolution adopted by the Authority on February 17, 2023, a Revenue Bonds General Indenture dated as of March 1, 2016 (the "General Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), and a Series Indenture, dated as of March 1, 2023, between the Authority and the Trustee (the "Series 2023A/B/C Indenture"; together with the General Indenture, the "Indenture"). Prior to the issuance of the Series 2023A/B/C Bonds, the Authority had issued $1,981,260,562.00 of Bonds under the General Indenture. As of January 31, 2023, $1,487,724,544 in principal amount was Outstanding. See "APPENDIX B – CERTAIN INFORMATION CONCERNING THE GENERAL INDENTURE PROGRAM." The Authority may issue additional Bonds under the General Indenture pursuant to Series Indentures. See information under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds." The Series 2023A/B/C Bonds and all other bonds subsequently issued under the General Indenture are referred to in this Official Statement as the "Bonds." Only the Series 2023A/B/C Bonds are being offered pursuant to this Official Statement.

The Authority has been involved in the financing of low-and-moderate income housing in the State for more than 40 years. The Authority established the Program under the General Indenture (the "General Indenture Program") to provide funds to purchase residential mortgage loans originated throughout the State of Illinois (the "State") (or participation interests in such loans) ("Mortgage Loans") and mortgage-backed securities that are backed by Mortgage Loans and guaranteed by the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("Freddie Mac" or "FHLMC") (or participation interests in such securities) ("Mortgage-Backed Securities"), in each case in accordance with the requirements of State and federal law and the General Indenture. The Authority is authorized by the Act to have up to $7,200,000,000 aggregate principal amount of bonds outstanding, excluding those issued to refund its outstanding bonds and notes. See "THE AUTHORITY – Powers and Duties." For more information about the General Indenture Program, see information under the caption "THE GENERAL INDENTURE PROGRAM – General" and "APPENDIX B – CERTAIN INFORMATION CONCERNING THE GENERAL INDENTURE PROGRAM."

On June 3, 2019, Fannie Mae and Freddie Mac (each an "Enterprise" and together, the "Enterprises") began issuing new, common, single mortgage-backed securities, formally known as the Uniform Mortgage-Backed Securities ("UMBS"). The UMBS issued by the Enterprises finance the same types of fixed-rate mortgages that back Fannie Mae Securities and FHLMC Securities and are guaranteed by either Fannie Mae or Freddie Mac depending upon which Enterprise issues the UMBS. As a first-level security, the UMBS are backed by fixed-rate mortgage loans purchased entirely by one of the Enterprises; thus, there is no commingling of collateral. The UMBS have characteristics similar to Fannie Mae Securities and FHLMC Securities and Freddie Mac has modified its security structure to more closely align with Fannie Mae Securities. The Enterprises may be required to consult with each other to ensure specific Enterprise programs or policies do not cause or have the potential to cause cash flows to investors of mortgage-backed securities to misalign. Proceeds of the Series 2023A/B/C Bonds will be used to acquire Mortgage-Backed Securities, which include UMBS. For purposes of this Official Statement, the term "Mortgage-Backed Securities" includes UMBS.

The Series 2023A/B/C Bonds are subject to redemption, including redemption at par without premium, as described under the caption "THE SERIES 2023A/B/C BONDS – Redemption."

The Series 2023A/B/C Bonds are special limited obligations of the Authority. The Bonds, including the Series 2023A/B/C Bonds, are secured under the General Indenture by "Pledged Property," including Revenues derived from the Mortgage Loans and Mortgage-Backed Securities and certain Funds and Accounts held by the Trustee. See APPENDIX B – "CERTAIN INFORMATION CONCERNING THE GENERAL INDENTURE PROGRAM," APPENDIX D – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE – Certain Definitions" and "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS" below. The General Indenture provides that the details of Mortgage Loans or the Mortgage-Backed Securities eligible to be purchased with the proceeds of a Series of Bonds must conform to any Series Program Determinations (as defined herein) set forth in the related Series Indenture. Mortgage-Backed Securities and Mortgage Loans may include participation interests as described under the caption "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Mortgage Loans and Mortgage-Backed Securities – Participation Agreements" below.

The Series 2023A/B/C Bonds: (i) are not general obligations of the Authority; (ii) do not constitute a debt of, and are not guaranteed by, the State of Illinois or the United States or any agency or instrumentality thereof; and (iii) are not secured by a pledge of the full faith and credit of the State of Illinois or the United States or any agency or instrumentality thereof. Further, Section 26.1 of the Act, which requires the Governor to submit to the General Assembly the amount certified by the Authority as being required to pay debt service on certain bonds of the Authority because of insufficient moneys available for such payments, will not apply to the Bonds (including the Series 2023A/B/C Bonds).

The descriptions and summaries of various documents set forth in this Official Statement do not purport to be comprehensive or definitive, and reference is made to each document for the complete details of all terms and conditions. All statements in this Official Statement are qualified in their entirety by reference to each document. See APPENDIX D – "SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE – Certain Definitions" for definitions of certain capitalized words and terms used in this Official Statement.

This Official Statement refers to the Series 2023C Bonds only while they are in a Weekly Interest Rate Period or a Daily Interest Rate Period and only while the Initial Liquidity Facility is in effect.

Prospective purchasers of only one series of Series 2023A/B/C Bonds should understand that the issuance and delivery of that Series is subject to the issuance and delivery of the other Series.

DESIGNATION OF THE SERIES 2023A/B/C BONDS AS SOCIAL BONDS

Overview

The Authority's mission is to finance the creation and preservation of affordable housing in Illinois. Affordable housing is a fundamental component of strong communities and serves as the foundation of personal and economic well-being. Where a family lives determines access to schools, jobs, transportation, healthcare and more. For these reasons, expanding the availability and access to quality housing is one of the most essential actions that the Authority takes on behalf of Illinois families. Through the Authority's homebuyer programs, the Authority's purpose is to achieve the following objectives: (i) the provision of funds to finance, at affordable interest rates and/or other terms more favorable than those otherwise available, residential mortgage loans for low and moderate income persons and families; (ii) the provision of housing to alleviate the shortage of adequate housing in the State for persons and families that are residents of the State; and (iii) the effective participation by mortgage lenders in the Authority's homebuyer programs.

The Authority's homebuyer programs, down payment assistance programs, and pre-purchase homebuyer education and counseling requirements are discussed in detail in the Authority's Impact Framework, which is attached hereto as Appendix J.

Social Bonds Designation

The Authority is designating the Series 2023A/B/C Bonds as Social Bonds based on the intended use of proceeds: to finance affordable housing through IHDA's homebuyer programs and down payment assistance programs, in furtherance of the Authority's mission. Specifically, the proceeds of the Series 2023A/B/C Bonds will be used to (i) refund at or in advance of maturity all or any portion of the Refunded Obligations, (ii) finance Mortgage Loans generally made to first-time homebuyers of low and moderate income throughout the State and (iii) finance, with a portion of the proceeds of the Taxable Bonds, Mortgage Loans made to non-first-time homebuyers of low and moderate income throughout the State. The Authority anticipates the Series 2023A/B/C Bond proceeds will be utilized to purchase Mortgage-Backed Securities backed by pools of such Mortgage Loans.

The Authority believes the intended use of proceeds of the Series 2023A/B/C Bonds and the manner of expenditure of such funds are consistent with the four core components described by the International

Capital Market Association ("ICMA") in its publication, Social Bond Principles. See APPENDIX J – "Illinois Housing Development Authority Impact Framework" under the heading "I. IHDA's SINGLE FAMILY PROGRAM – Social Bonds" for a detailed discussion of the Single Family Program and alignment with the ICMA core components. The Authority also has determined that its homebuyer programs map to certain of the United Nations SDGs adopted September 25, 2015, as part of the United Nation's 2030 Agenda for Sustainable Development. For a detailed discussion of the ICMA core components as mapped to the SDGs, see APPENDIX J – "Illinois Housing Development Authority Impact Framework."

Post-Issuance Reporting

The Authority expects to provide annual updates, as of the last day of each calendar year commencing with calendar year 2023, regarding the disbursement of the proceeds of the Series 2023A/B/C Bonds for the financing of Mortgage Loans or Mortgage-Backed Securities backed by pools of Mortgage Loans. The Authority expects that such annual updates will consist of the information outlined in APPENDIX K – "FORM OF SOCIAL BONDS ANNUAL REPORT"; the specific form and content of such updates are in the absolute discretion of the Authority. The Authority will cease to update such information when the applicable lendable proceeds have been fully expended. While the Authority expects to post such annual updates as voluntary filings on the Electronic Municipal Market Access system ("EMMA") of the Municipal Securities Rulemaking Board ("MSRB"), this reporting is separate from the Authority's obligations described under "CONTINUING DISCLOSURE." Failure by the Authority to provide such updates is not a default or an event of default under the Indenture or the Continuing Disclosure Undertaking.

The term "Social Bonds" is neither defined in nor related to provisions in the Indenture. The use of such term herein is for identification purposes only and is not intended to provide or imply that an owner of Social Bonds is entitled to any additional security beyond that provided therefor in the Indenture. Holders of Social Bonds do not assume any specific risk with respect to any of the funded Mortgage Loans or Mortgage-Backed Securities by reason of the Series 2023A/B/C Bonds being designated as Social Bonds and such Series 2023A/B/C Bonds are secured on parity with all other Bonds issued and to be issued under the General Indenture.

THE SERIES 2023A/B/C BONDS

The Fixed Rate Bonds

The Fixed Rate Bonds will be dated the date of their delivery. The Fixed Rate Bonds will bear interest from their dated date at the rate or rates set forth on the inside cover page of this Official Statement, payable semiannually on each October 1 and April 1, with the first interest payment date being October 1, 2023. The Fixed Rate Bonds are issuable only in fully registered form in denominations of $5,000 or any integral multiple of $5,000.

The Fixed Rate Bonds initially will be registered in the name of Cede & Co., as Owner and nominee of DTC, which will act as securities depository for the Fixed Rate Bonds. Purchasers of the Fixed Rate Bonds will not receive physical delivery of the bond certificates representing their beneficial ownership interests. See "THE SERIES 2023A/B/C BONDS – Book-Entry-Only System."

Interest on the Fixed Rate Bonds will be calculated on the basis of a 360-day year consisting of twelve 30-day months. As long as the Fixed Rate Bonds are registered in the name of a nominee of DTC, the principal of, interest on and redemption premium, if any, will be paid pursuant to the book-entry procedures as described under "THE SERIES 2023A/B/C BONDS – Book-Entry-Only System."

If at any time the book-entry procedures described under "THE SERIES 2023A/B/C BONDS – Book-Entry-Only System" do not apply to the Series 2023A/B/C Bonds and beneficial owners are delivered certificated Series 2023A/B/C Bonds pursuant to the Series 2023A/B/C Indenture, the principal of and redemption premium, if any, on the Series 2023A/B/C Bonds will be payable at the principal corporate trust office of the Trustee and interest due on the Series 2023A/B/C Bonds will be paid to the Owners by the Trustee by check (or, in the case of Owners of Series 2023A/B/C Bonds in a principal amount equal to or exceeding $1 million upon request by wire transfer) to the person in whose name the Series 2023A/B/C Bond is registered as of the fifteenth day of the month preceding each Interest Payment Date.

The Variable Rate Bonds

The following information is furnished solely to provide summary information regarding the terms of the Series 2023C Bonds (also sometimes referred to as the "Variable Rate Bonds"), the Initial Liquidity Facility and the Initial Liquidity Provider (as such terms are defined below) and does not purport to be comprehensive. All such information is qualified in its entirety by reference to the more detailed descriptions and definitions appearing in ***Appendices H and I*** *to this Official Statement and by reference to the portions of the Indenture relating to the Variable Rate Bonds and should be read together therewith.*

This Official Statement is intended to describe the terms of the Series 2023C Bonds only while they are in a Weekly Interest Rate Period or a Daily Interest Rate Period and only while the Initial Liquidity Facility is in effect.

General

The Variable Rate Bonds will be dated the date of their delivery and will mature on the maturity date set forth on the inside cover page of this Official Statement. The Variable Rate Bonds are issuable in authorized denominations of $100,000 or any integral multiple of $5,000 in excess of $100,000.

The Variable Rate Bonds initially will be registered in the name of Cede & Co., as Owner and nominee of DTC, which will act as securities depository for the Variable Rate Bonds. Purchasers of the Variable Rate Bonds will not receive physical delivery of the bond certificates representing their beneficial ownership interests. See "THE SERIES 2023A/B/C BONDS – Book-Entry-Only System."

The Variable Rate Bonds will initially bear interest for a Weekly Interest Rate Period at the Weekly Interest Rate. The Variable Rate Bonds will continue to bear interest for a Weekly Interest Rate Period until adjusted at the option of the Authority to bear interest for a Daily Interest Rate Period, a Short-Term Interest Rate Period or a Long-Term Interest Rate Period, at the rate or rates determined during such Interest Rate Period. Variable Rate Bonds shall not bear interest at a rate higher than the Maximum Rate except for Purchased Bonds. As used herein, the term "Maximum Rate" means, with respect to all Variable Rate Bonds other than Purchased Bonds, the lesser of (i) 15 percent, or (ii) the maximum interest rate permitted by applicable law (currently under applicable law, there is no maximum interest rate limitation).

Funds for the timely payment of the purchase price of Variable Rate Bonds tendered for purchase and not remarketed will be provided pursuant to a Standby Bond Purchase Agreement dated and effective as of the issuance date of the Variable Rate Bonds (the "Initial Liquidity Facility"), entered into among the Authority, the Trustee, the Tender Agent and TD Bank, N.A. (the "Initial Liquidity Provider"). A summary of the Initial Liquidity Facility appears in APPENDIX I – "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER" to this Official Statement and is qualified in its entirety by reference to the Initial Liquidity Facility, a copy of which is available from the Trustee. Investors in the Variable Rate Bonds should look to the creditworthiness of the Initial Liquidity Provider for the timely payment of the purchase price of the Variable Rate Bonds. In the event of a default under the Initial Liquidity Facility, the Initial Liquidity Provider has the remedies described in Appendix I, including acceleration of the Variable Rate Bonds purchased by the Initial Liquidity Provider. Information pertaining to the Initial Liquidity Provider is also included in APPENDIX I – "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER."

As described herein, the Variable Rate Bonds are subject to mandatory tender for purchase (i) generally, on the first day of each new Interest Rate Period (or on the day which would have been the first day of a new Interest Rate Period had (a) the Authority not rescinded its election to have the Variable Rate Bonds bear interest at a Long-Term Rate, or (b) there not occurred a failed delivery of a Favorable Opinion of Bond Counsel in connection with an adjustment of the Interest Rate Period, which failure resulted in the interest rate on the Variable Rate Bonds not being adjusted); and (ii) upon the termination or expiration of the Initial Liquidity Facility (other than as a result of an Automatic Termination Event or Suspension Event as set forth in Appendix I) or the reduction, modification or replacement of the Initial Liquidity Facility (other than a reduction in connection with a redemption of Variable Rate Bonds) with the effect that the purchase price of the Variable Rate Bonds is no longer payable from the Initial Liquidity Facility as described below. The Trustee shall give notice by first- class mail of an adjustment to a new Interest Rate Period and the mandatory tender in connection with such intended adjustment to the holders of the Variable Rate Bonds not less than 15 days prior to the intended effective date of such new Interest Rate Period. The Trustee shall give notice of a mandatory tender in connection with the termination or expiration of the Initial Liquidity Facility (other than as a result of an Automatic Termination Event or Suspension Event as set forth in Appendix I) or the reduction, modification or replacement of the Initial Liquidity Facility (other than a reduction in connection with a redemption of Variable Rate Bonds) as described below.

Payment of the purchase price for tendered Variable Rate Bonds is expected to be made from (i) proceeds of sale of such remarketed Variable Rate Bonds, (ii) money received from draws on the Liquidity Facility, and (iii) moneys furnished to the Trustee or the Tender Agent representing moneys legally available therefor under the Indenture. If the amounts described in (i) – (iii) above are insufficient to pay the purchase price for all such Variable Rate Bonds so tendered or deemed tendered for purchase on the date such purchase price is due, then no such tendered or deemed tendered Variable Rate Bonds shall be purchased. Instead, (x) all outstanding Variable Rate Bonds, if currently in the Weekly Interest Rate Period, shall thereafter continue to bear interest in the Weekly Interest Rate Period, at a rate, reset weekly, equal to SOFR plus 3% (not to exceed the Maximum Rate), (y) all outstanding Variable Rate Bonds, if currently in the Daily Interest Rate Period, shall thereafter continue to bear interest in the Daily Interest Rate Period, at a rate, reset daily, equal to SOFR plus 3% (not to exceed the Maximum Rate, and (z) Owners of such Bonds shall have no further right to tender their Bonds for purchase until a new Interest Rate Period is elected.

See APPENDIX H – "THE VARIABLE RATE BONDS – Purchase of Bonds" for certain other information regarding circumstances under which the Variable Rate Bonds are subject to optional and mandatory tender for purchase and the purchase price of Variable Rate Bonds that are tendered for purchase.

The following summarizes certain terms of the Variable Rate Bonds while they bear interest at a Weekly Interest Rate and the Daily Interest Rate.

Weekly Interest Rate Period

Determination of Weekly Interest Rate. The Weekly Interest Rate during the Weekly Interest Rate Period shall be determined by the Remarketing Agent by 4:30 p.m. New York City time on Tuesday of each week or on the next succeeding Business Day if any such Tuesday is not a Business Day. The first Weekly Interest Rate shall be determined on or prior to the date of delivery of the Variable Rate Bonds and shall apply to the period commencing on the delivery date of the Variable Rate Bonds and ending on April 4, 2023. Subsequently, each Weekly Interest Rate shall apply to the period commencing on Wednesday and ending on the next succeeding Tuesday, unless such Weekly Interest Rate Period shall end on a day other than Tuesday, in which event the last Weekly Interest Rate for such Weekly Interest Rate Period shall apply to the period commencing on Wednesday preceding the last day of such Weekly Interest Rate Period and ending on the last day of such Weekly Interest Rate Period.

The Weekly Interest Rate shall be a rate determined by the Remarketing Agent (based on then-prevailing market conditions) to be the minimum rate which, if borne by the Variable Rate Bonds, would enable the Remarketing Agent to sell such Variable Rate Bonds on such date of determination at a price (without regarding accrued interest) equal to the outstanding principal amount thereof. In the event that the Remarketing Agent fails to establish a Weekly Interest Rate for any week, then the Weekly Interest Rate for such week shall be the same as the Weekly Interest Rate for the immediately preceding week if the Weekly Interest Rate for such preceding week was determined by the Remarketing Agent. In the event that the Weekly Interest Rate for the immediately preceding week was not determined by the Remarketing Agent, or in the event that the Weekly Interest Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such week shall be equal to the greater of (a) 110% of SOFR or (b) SOFR plus 0.25%.

Interest during a Weekly Interest Rate Period shall be computed on the basis of a 365-or 366-day year, as appropriate, for the actual number of days elapsed.

Adjustment to Weekly Interest Rate. At any time, the Authority, by written direction to the Trustee, the Registrar, the Tender Agent, the Paying Agent, the Authenticating Agent, the Liquidity Provider and the Remarketing Agent, may elect that the Variable Rate Bonds in the Daily Rate Mode shall bear interest at a Weekly Interest Rate. Such direction of the Authority shall specify the effective date of such adjustment to a Weekly Interest Rate, which shall be a Business Day not earlier than the 15th day following the second Business Day after receipt by the Registrar of such direction. In addition, the direction of the Authority shall be accompanied by a Favorable Opinion of Bond Counsel and by a form of notice to be mailed to the holders of the Variable Rate Bonds by the Registrar. During each Weekly Interest Rate Period commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Period, the interest rate borne by the Variable Rate Bonds shall be a Weekly Interest Rate. The Variable Rate Bonds are subject to mandatory tender for purchase on the first day (or, under certain circumstances, on the day that otherwise would have been the first day) of each Interest Rate Period at a purchase price, payable in immediately available funds, equal to the principal amount of the Variable Rate Bonds.

Notice of Adjustment to Weekly Interest Rate. The Registrar shall give notice by first class mail of an adjustment to a Weekly Interest Rate Period to the holders of the Variable Rate Bonds, and DTC, not less than 15 days prior to the effective date of such Weekly Interest Rate Period of the Variable Rate Bonds. Such notice shall state (1) that the interest rate on the Variable Rate Bonds will be adjusted to a Weekly Interest Rate unless Bond Counsel fails to deliver to the Authority, the Trustee, and the Remarketing Agent a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Variable Rate Bonds shall continue to bear interest at the Daily Interest Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period, (2) the effective date of such Weekly Interest Rate Period, and (3) that the Variable Rate Bonds are subject to mandatory tender for purchase on such effective date, setting forth the applicable purchase price.

Interest Payment. Interest shall accrue from the date of delivery through but excluding October 1, 2023, and thereafter from an Interest Payment Date through and including the calendar day immediately preceding the next Interest Payment Date. Until an adjustment from the Weekly Interest Rate Period, the

Interest Payment Date shall be each April 1 and October 1. The initial Interest Payment Date for the Variable Rate Bonds is October 1, 2023. The "Record Date" for Variable Rate Bonds in the Weekly Interest Rate Period is the Business Day immediately preceding any Interest Payment Date.

Daily Interest Rate Period

Determination of Daily Interest Rate. During each Daily Interest Rate Period, the Variable Rate Bonds shall bear interest at the Daily Interest Rate, which shall be determined by the Remarketing Agent by 9:30 a.m., New York City time, on each Business Day during such Daily Interest Rate Period. The Daily Interest Rate shall be the rate of interest per year determined by the Remarketing Agent (based on then-prevailing market conditions) to be the minimum interest rate which, if borne by the Variable Rate Bonds, would enable the Remarketing Agent to sell the Variable Rate Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event that the Remarketing Agent fails to establish a Daily Interest Rate for any day, then the Daily Interest Rate for such day shall be the same as the Daily Interest Rate for the immediately preceding Business Day if the Daily Interest Rate for such preceding Business Day was determined by the Remarketing Agent. In the event that the Daily Interest Rate for the immediately preceding day was not determined by the Remarketing Agent, or in the event that the Daily Interest Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such day shall be equal to the greater of (a) 110% of SOFR or (b) SOFR plus 0.25%.

Interest during a Daily Interest Rate Period shall be computed on the basis of a 365-or 366-day year, as appropriate, for the actual number of days elapsed.

Adjustment to Daily Interest Rate. At any time, the Authority, by written direction to the Trustee, the Registrar, the Tender Agent, the Paying Agent, the Authenticating Agent, the Liquidity Provider and the Remarketing Agent, may elect that the Variable Rate Bonds shall bear interest at a Daily Interest Rate. Such direction of the Authority shall specify the effective date of such adjustment to a Daily Interest Rate, which shall be a Business Day not earlier than the 15th day following the second Business Day after receipt by the Registrar of such direction. In addition, the direction of the Authority shall be accompanied by a Favorable Opinion of Bond Counsel and by a form of notice to be mailed to the holders of the Variable Rate Bonds by the Registrar. During each Daily Interest Rate Period commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Interest Rate Period or the Maturity Date, the interest rate borne by the Variable Rate Bonds shall be a Daily Interest Rate. The Variable Rate Bonds are subject to mandatory tender for purchase on the first day (or, under certain circumstances, on the day that otherwise would have been the first day) of each Interest Rate Period at a purchase price, payable in immediately available funds, equal to the principal amount of the Variable Rate Bonds

Notice of Adjustment to Daily Interest Rate. The Registrar shall give notice by first-class mail of an adjustment to a Daily Interest Rate Period to the holders of the Variable Rate Bonds not less than 15 days prior to the effective date of such Daily Interest Rate Period. Such notice shall state (1) that the interest rate on the Variable Rate Bonds will be adjusted to a Daily Interest Rate unless Bond Counsel fails to deliver to the Authority, the Trustee, and the Remarketing Agent a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Variable Rate Bonds shall continue to bear interest at the Weekly Interest Rate in effect immediately prior to such proposed adjustment in the Interest Rate Period, (2) the effective date of such Daily Interest Rate Period, and (3) that the Variable Rate Bonds are subject to mandatory tender for purchase on such effective date, setting forth the applicable purchase price.

Interest Payment. Interest shall accrue from the date the Daily Interest Rate Period takes effect delivery through and including the calendar day immediately preceding the next Interest Payment Date. While in the Daily Interest Rate Period, the Interest Payment Date shall be each April 1 and October 1. The "Record Date" for Variable Rate Bonds in the Daily Interest Rate Period is the Business Day immediately preceding any Interest Payment Date.

Bondholder Election to have Variable Rate Bonds Purchased.

During any Weekly Interest Rate Period or Daily Interest Rate Period when a Book-Entry System is in effect, a Beneficial Owner (through its direct Participant in the Book-Entry Depository) may tender its interest in a Variable Rate Bond on any Business Day to be purchased, upon delivery to the Tender Agent at its principal corporate trust office for delivery of notices, with a copy to the Remarketing Agent, of an irrevocable written notice or telephonic notice, promptly confirmed in writing, which states the principal amount of such Variable Rate Bond and the date on which the same shall be purchased, which date shall be (i) during the Weekly Interest Rate Period, a Business Day not prior to the seventh (7th) day next succeeding the date of the delivery of such notice to the Tender Agent and (ii) during the Daily Interest Rate Period, the date of the delivery of such notice to the Tender Agent. During any Weekly Interest Rate Period, any notice delivered to the Tender Agent after 5:00 p.m., New York City time, shall be deemed to have been received on the next succeeding Business Day. During any Daily Interest Rate Period, any notice delivered to the Tender Agent after 10:00 a.m., New York City time, shall be deemed to have been received on the next succeeding Business Day.

Not later than 12:00 noon, New York City time, on the date for purchase specified in the notice, the Beneficial Owner shall effect delivery of such Variable Rate Bonds by causing the transfer of its interest in such Variable Rate Bonds. During any Weekly Interest Rate Period or Daily Interest Rate Period when a Book-Entry System is not in effect, an owner of a Variable Rate Bond may tender the Variable Rate Bond by delivery of the notice described above by the time set forth above and shall also deliver the Variable Rate Bond to the Tender Agent on the date specified for purchase.

Mandatory Tender for Purchase Upon Termination, Expiration, Modification or Replacement of the Liquidity Facility.

The Variable Rate Bonds are subject to mandatory tender for purchase upon notice from the Trustee that the Variable Rate Bonds shall, on the date specified in such notice, cease to be payable from such Liquidity Facility as a result of (i) (A) the termination or expiration of the term of the Initial Liquidity Facility, or (B) the Initial Liquidity Facility being reduced, replaced or modified (other than a reduction or modification in connection with the redemption of Variable Rate Bonds) with the effect that the Variable Rate Bonds are no longer payable from the Initial Liquidity Facility (in each case, whether or not an Alternate Liquidity Facility has been obtained unless the mandatory tender notice is conditioned on the receipt of an Alternate Liquidity Facility), or (ii) the Initial Liquidity Provider notifying the Trustee of the occurrence of an event of default under the Initial Liquidity Facility and the Initial Liquidity Provider's determination to terminate the Initial Liquidity Facility (a "Liquidity Facility Event of Default") in accordance with its terms (unless such Liquidity Facility Event of Default is also an Automatic Termination Event or a Suspension Event) as described in APPENDIX I – "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER." Notice will be given by the Trustee (a) on or before the 20th day preceding the scheduled expiration of any Liquidity Facility in accordance with its terms, or on or before the 20th day preceding any reduction, replacement or modification of the terms of the Liquidity Facility in accordance with the Series 2023A/B/C Indenture (or, in the case of replacement with an Alternate Liquidity Facility, if the existing Liquidity Facility is being replaced in accordance with the Series 2023A/B/C Indenture, on or before the 15th day preceding the replacement date), or (b) in the case of receipt by the Trustee of notice from the Liquidity Provider that a Liquidity Facility Event of Default has occurred under the Liquidity Facility (but only if such Event of Default would result in the Variable Rate Bonds being subject to tender), within one Business Day following the receipt of such notice of an "Event of Default." Notwithstanding the foregoing, no mandatory tender for purchase shall occur as a result of a Liquidity Facility Event of Default if such event of default is also an Automatic Termination Event, which results in the immediate termination of the obligation of the Liquidity Provider to purchase Variable Rate Bonds thereunder, or a Suspension Event, which results in the immediate suspension of the obligation of the Liquidity Provider to purchase Variable Rate Bonds. See APPENDIX H – "THE VARIABLE RATE BONDS – Purchase of Bonds – Mandatory Tender for Purchase Upon Termination, Expiration, Reduction, Modification or Replacement of the Liquidity Facility" and APPENDIX I – "INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER – Liquidity Facility Events of Default."

Duration of Weekly Interest Rate Period or Daily Interest Rate Period

The Weekly Interest Rate Period or Daily Interest Rate Period shall continue until (i) the date on which an adjustment to an alternative Interest Rate Period occurs or (ii) the redemption in whole of the Variable Rate Bonds or (iii) the Maturity Date, whichever is earlier.

Purchased Bonds

Purchased Bonds will bear interest at the rate or rates and shall be payable and subject to redemption in such amounts and in such manner as provided in the Initial Liquidity Facility.

Redemption

Under the conditions described below, the Series 2023A/B/C Bonds are subject to redemption prior to maturity. As described below, the Series 2023A/B/C Bonds are subject to redemption pursuant to optional redemption, mandatory sinking fund redemption or special redemption.

Optional Redemption of Fixed Rate Bonds

Except as provided below for the Series 2023A PAC Bonds, the Series 2023A Bonds and the Series 2023B Bonds (including the Series 2023B PAC Bonds) are subject to redemption at the option of the Authority on any date on or after October 1, 2032, in whole or in part, from any moneys available for such purpose at a redemption price equal to 100 percent of the principal amount of such Series 2023A Bonds or Series 2023B Bonds so redeemed, as applicable, plus accrued interest, if any, to the date of redemption, without premium.

Any Series 2023A PAC Bonds optionally redeemed pursuant to the first paragraph of this subsection will be redeemed at a redemption price of par, plus accrued interest, plus the unamortized premium thereon as determined by the Authority by a straight-line amortization of the original issue premium on the Series 2023A PAC Bonds between the date of issue and the date the premium would reduce to zero, as reflected in the following table:

2023 Series A PAC Bonds

Date Redeemed	Redemption Price (%)	Date Redeemed	Redemption Price (%)
Issue Date to 9/30/23	106.391	10/1/30 to 3/31/31	103.074
10/1/23 to 3/31/24	105.997	4/1/31 to 9/30/31	102.900
4/1/24 to 9/30/24	105.665	10/1/31 to 3/31/32	102.743
10/1/24 to 3/31/25	105.389	4/1/32 to 9/30/32	102.613
4/1/25 to 9/30/25	105.173	10/1/32 to 3/31/33	102.472
10/1/25 to 3/31/26	104.990	4/1/33 to 9/30/33	102.318
4/1/26 to 9/30/26	104.804	10/1/33 to 3/31/34	102.153
10/1/26 to 3/31/27	104.616	4/1/34 to 9/30/34	101.974
4/1/27 to 9/30/27	104.425	10/1/34 to 3/31/35	101.780
10/1/27 to 3/31/28	104.232	4/1/35 to 9/30/35	101.569
4/1/28 to 9/30/28	104.037	10/1/35 to 3/31/36	101.344
10/1/28 to 3/31/29	103.842	4/1/36 to 9/30/36	101.104
4/1/29 to 9/30/29	103.646	10/1/36 to 3/31/37	100.855
10/1/29 to 3/31/30	103.451	4/1/37 to 9/30/37	100.613
4/1/30 to 9/30/30	103.259	10/1/37 and later	100.000

Optional Redemption of Variable Rate Bonds

On any date during a Weekly Interest Rate Period or Daily Interest Rate Period, the Series 2023C Bonds shall be subject to optional redemption by the Authority, at the option of the Authority, in whole or in part, from any moneys made available for such purpose at a redemption price equal to 100 percent of the principal amount of the Series 2023C Bonds so redeemed, plus accrued interest, if any, without premium.

Sinking Fund Redemption for Series 2023A Term Bonds

The Series 2023A Bonds that are Term Bonds maturing on October 1, 2038 are subject to mandatory redemption in part by lot, on October 1 and April 1 at the times and in the amounts shown below, at a redemption price equal to 100 percent of the principal amount of such Series 2023A Bonds so redeemed plus accrued interest to the date of redemption, without premium:

Redemption Date	Sinking Fund Requirement ($)	Redemption Date	Sinking Fund Requirement ($)
4/1/2036	$1,645,000	10/1/2037	$1,765,000
10/1/2036	1,685,000	4/1/2038	1,810,000
4/1/2037	1,725,000	10/1/2038†	1,855,000

† Maturity

The Series 2023A Bonds that are Term Bonds maturing on October 1, 2043 are subject to mandatory redemption in part by lot, on October 1 and April 1 at the times and in the amounts shown below, at a redemption price equal to 100 percent of the principal amount of such Series 2023A Bonds so redeemed plus accrued interest to the date of redemption, without premium:

Redemption Date	Sinking Fund Requirement ($)	Redemption Date	Sinking Fund Requirement ($)
4/1/2039	$1,900,000	10/1/2041	$2,160,000
10/1/2039	1,950,000	4/1/2042	2,215,000
4/1/2040	2,000,000	10/1/2042	2,270,000
10/1/2040	2,050,000	4/1/2043	2,330,000
4/1/2041	2,105,000	10/1/2043†	2,390,000

† Maturity

The Series 2023A Bonds that are Term Bonds maturing on April 1, 2047 are subject to mandatory redemption in part by lot, on October 1 and April 1 at the times and in the amounts shown below, at a redemption price equal to 100 percent of the principal amount of such Series 2023A Bonds so redeemed plus accrued interest to the date of redemption, without premium:

Redemption Date	Sinking Fund Requirement ($)	Redemption Date	Sinking Fund Requirement ($)
4/1/2044	$2,455,000	4/1/2046	$2,725,000
10/1/2044	2,520,000	10/1/2046	2,800,000
4/1/2045	2,585,000	4/1/2047†	500,000
10/1/2045	2,655,000		

† Maturity

The Series 2023A Bonds that are PAC Term Bonds maturing on April 1, 2053 are subject to mandatory redemption in part by lot, on October 1 and April 1 at the times and in the amounts shown below, at a redemption price equal to 100 percent of the principal amount of such Series 2023A PAC Bonds so redeemed plus accrued interest to the date of redemption, without premium:

Redemption Date	Sinking Fund Requirement ($)	Redemption Date	Sinking Fund Requirement ($)
4/1/2047	$2,375,000	10/1/2050	$3,500,000
10/1/2047	2,955,000	4/1/2051	3,600,000
4/1/2048	3,040,000	10/1/2051	3,705,000
10/1/2048	3,130,000	4/1/2052	3,810,000
4/1/2049	3,220,000	10/1/2052	3,905,000
10/1/2049	3,310,000	4/1/2053†	525,000
4/1/2050	3,405,000		

† Maturity

Sinking Fund Redemption for Series 2023B Term Bonds

The Series 2023B Bonds that are PAC Term Bonds maturing on April 1, 2053 are subject to mandatory redemption in part by lot, on October 1 and April 1 at the times and in the amounts shown below, at a redemption price equal to 100 percent of the principal amount of such Series 2023B PAC Bonds so redeemed plus accrued interest to the date of redemption, without premium:

Redemption Date	Sinking Fund Requirement ($)	Redemption Date	Sinking Fund Requirement ($)
10/1/2046	$85,000	4/1/2050	$2,185,000
4/1/2047	1,830,000	10/1/2050	2,250,000
10/1/2047	1,885,000	4/1/2051	2,320,000
4/1/2048	1,940,000	10/1/2051	2,390,000
10/1/2048	2,000,000	4/1/2052	2,440,000
4/1/2049	2,060,000	10/1/2052	2,455,000
10/1/2049	2,120,000	4/1/2053†	520,000

† Maturity

Sinking Fund Redemption for the Series 2023C Term Bonds

The Series 2023C Bonds that are Term Bonds maturing on October 1, 2046 are subject to mandatory redemption in part by lot, on October 1 and April 1 at the times and in the amounts shown below, at a redemption price equal to 100 percent of the principal amount of such Series 2023C Bonds so redeemed plus accrued interest to the date of redemption, without premium:

Redemption Date	Sinking Fund Requirement ($)	Redemption Date	Sinking Fund Requirement ($)
4/1/2032	$815,000	10/1/2039	$1,240,000
10/1/2032	860,000	4/1/2040	1,270,000
4/1/2033	885,000	10/1/2040	1,305,000
10/1/2033	910,000	4/1/2041	1,340,000
4/1/2034	930,000	10/1/2041	1,375,000
10/1/2034	955,000	4/1/2042	1,410,000
4/1/2035	980,000	10/1/2042	1,445,000
10/1/2035	1,005,000	4/1/2043	1,485,000
4/1/2036	1,035,000	10/1/2043	1,525,000
10/1/2036	1,060,000	4/1/2044	1,565,000
4/1/2037	1,090,000	10/1/2044	1,605,000
10/1/2037	1,115,000	4/1/2045	1,650,000
4/1/2038	1,145,000	10/1/2045	1,690,000
10/1/2038	1,175,000	4/1/2046	1,735,000
4/1/2039	1,205,000	10/1/2046†	1,695,000

† Maturity

Special Redemption of Series 2023A/B/C Bonds from Unexpended Proceeds of the Series 2023A/B/C Bonds

The Series 2023A/B/C Bonds will be subject to redemption prior to maturity, in whole or in part, at any time upon notice as required by the General Indenture from proceeds of the Series 2023A/B/C Bonds that are not spent to (i) redeem and/or refund the obligations being refunded with the proceeds of the Series 2023A Bonds (the “Refunded Obligations”) within 90 days of the issuance of the Series 2023A/B/C Bonds and (ii) acquire Mortgage-Backed Securities at a redemption price equal to 100 percent of the outstanding principal amount thereof, plus accrued interest to the redemption date except for Series 2023A PAC Bonds, which shall be redeemed at a redemption price as described below. Accrued interest, if any, to the redemption date will be paid upon redemption. Any such redemption shall be allocated among the maturities of Series 2023A/B/C Bonds being redeemed, as nearly as practicable, on a pro rata basis according to the respective principal amounts of each maturity then Outstanding. Any Series 2023A PAC Bonds redeemed pursuant to this paragraph shall be redeemed at the applicable redemption prices reflected during the time periods shown in the table for the Series 2023A PAC Bonds set forth above under the heading "*Optional Redemption of Fixed Rate Bonds*", plus accrued interest. The Series 2023A PAC Bond sinking fund amounts set forth above are to be reduced pro rata to the extent that amounts are applied to the redemption of the Series 2023A PAC Bonds from non-origination proceeds as described above, and the Series 2023B PAC Bond sinking fund amounts set forth above are to be reduced pro rata to the extent that amounts are applied to the redemption of the Series 2023B PAC Bonds from non-origination proceeds as described above. The Authority expects to expend proceeds of the Series 2023A/B/C Bonds to acquire Mortgage-Backed Securities by May 1, 2023 and to acquire participation interests in Mortgage-Backed Securities by October 1, 2023.

Special Redemption of the Series 2023A/B/C Bonds from Recoveries of Principal

The Series 2023A/B/C Bonds will be subject to redemption prior to maturity at the option of the Authority, in whole or in part, on any date, at a redemption price equal to 100 percent of the principal amount thereof, from Recoveries of Principal (as defined herein) received by or on behalf of the Authority and allocable to any Series of Bonds under the General Indenture, subject to the required redemption as described under "*Code Required Redemptions*" below; provided, however, that the Authority's right to so redeem Series 2023A PAC Bonds and Series 2023B PAC Bonds is limited as described under "*Series 2023A PAC Bonds*" and "*Series 2023B PAC Bonds*" below, respectively, and the Authority is required to redeem Series 2023A PAC Bonds and Series 2023B PAC Bonds from certain Recoveries of Principal as described under "*Series 2023A PAC Bonds*" and "*Series 2023B PAC Bonds*" below, respectively. Accrued interest, if any, to the redemption date will be paid upon redemption.

Series 2023A PAC Bonds

The Series 2023A PAC Bonds will be subject to redemption as described below in an amount up to the cumulative amounts set forth in column (A) in the table below during the applicable redemption period beginning and ending on the dates as set forth in the table below. Such redemptions (i) will be made by the Authority at least once every six months commencing with the period ending October 1, 2023 from Tax-Exempt Prepayments (as defined below) not previously applied to redeem Series 2023A PAC Bonds (or used as described in "*Use of Excess Tax-Exempt Prepayments*" below), and (ii) at the option of the Authority, may be made more frequently or from any of the sources referred to in "*Special Redemption of the Series 2023A/B/C Bonds from Recoveries of Principal*" above and in "*Code Required Redemptions*" and "*Special Redemption of Series 2023A/B/C Bonds from Revenues Available under the General Indenture*" below, but in each case only to the extent that redemptions described in the foregoing clauses (i) and (ii) in any period set forth in the following table do not cause the cumulative amounts of Series 2023A PAC Bonds redeemed to exceed the cumulative amounts for such period set forth in column (A) of the table below. If the amount available for a redemption described in clause (i) is less than $100,000, the Authority may delay redemption of the Series 2023A PAC Bonds until the amount of Tax-Exempt Prepayments available totals $100,000 or more. The cumulative amounts in column (A) in the table below are intended to be equal to the cumulative amounts of Tax-Exempt Prepayments that would be received by the end of the respective period if certain assumptions were realized, including the assumption that all of the prepayments on the Mortgage-Backed Securities allocable to the Tax-Exempt Bonds are received at a rate equal to 75% of the SIFMA Prepayment Model (as defined below). "Tax-Exempt Prepayments" as of any date means Recoveries of Principal with respect to the Restricted Mortgage-Backed Securities (as defined below) (other than proceeds of a sale or other disposition of such a Restricted Mortgage-Backed Security) received by the Trustee and not theretofore applied, or then required to be applied, pursuant to the General Indenture to eliminate a deficiency in the Debt Service Account. “Restricted Mortgage-Backed Securities” means Mortgage-Backed Securities purchased or deemed to have been purchased with proceeds of the Tax-Exempt Bonds or financed with a payment of principal or Recovery of Principal with respect to a Mortgage-Backed Security financed with the proceeds of the Tax-Exempt Bonds. See “PLAN OF FINANCE.”

Notwithstanding the preceding paragraph, to the extent cumulative Tax-Exempt Prepayments since the date of issuance of the Series 2023A/B/C Bonds in any period exceed the amounts set forth in column (B) of the table below for such period, the Authority may use such excess Tax-Exempt Prepayments to redeem Series 2023A PAC Bonds in any amount in excess of the cumulative amount set forth in column (A) for such period. The cumulative amounts in column (B) of the table below are intended to be the cumulative amounts of Tax-Exempt Prepayments that would be received by the end of the respective period if certain assumptions were realized, including the assumption that all of the prepayments on the Mortgage-Backed Securities allocable to the Tax-Exempt Bonds are received at a rate equal to 400% of the SIFMA Prepayment Model (as defined below). In addition, notwithstanding the preceding paragraph, Series 2023A PAC Bonds may be redeemed as described below under “*Special Redemption of Series 2023A/B/C Bonds from Revenues Available under the General Indenture*” if no other Tax-Exempt Bonds are Outstanding.

Date	PAC	(A) 75% PSA Lower Band Cumulative Table	(B) 400% PSA Upper Band Cumulative Table
10/1/2023	$ 720,000	$ 720,000	$ 4,095,000
4/1/2024	1,215,000	1,935,000	10,915,000
10/1/2024	1,690,000	3,625,000	20,060,000
4/1/2025	2,145,000	5,770,000	30,965,000
10/1/2025	2,355,000	8,125,000	41,955,000
4/1/2026	2,285,000	10,410,000	51,505,000
10/1/2026	2,220,000	12,630,000	59,770,000
4/1/2027	2,155,000	14,785,000	66,920,000
10/1/2027	2,085,000	16,870,000	73,105,000
4/1/2028	2,020,000	18,890,000	78,450,000
10/1/2028	1,960,000	20,850,000	83,070,000
4/1/2029	1,900,000	22,750,000	87,065,000
10/1/2029	1,835,000	24,585,000	90,515,000
4/1/2030	1,775,000	26,360,000	93,490,000
10/1/2030	1,720,000	28,080,000	96,060,000
4/1/2031	1,665,000	29,745,000	98,275,000
10/1/2031	1,605,000	31,350,000	100,185,000
4/1/2032	1,540,000	32,890,000	101,830,000
10/1/2032	1,325,000	34,215,000	103,250,000
4/1/2033	1,140,000	35,355,000	104,470,000
10/1/2033	985,000	36,340,000	105,520,000
4/1/2034	845,000	37,185,000	106,425,000
10/1/2034	725,000	37,910,000	107,200,000
4/1/2035	620,000	38,530,000	107,865,000
10/1/2035	535,000	39,065,000	108,435,000
4/1/2036	460,000	39,525,000	108,925,000
10/1/2036	395,000	39,920,000	109,345,000
4/1/2037	335,000	40,255,000	109,705,000
10/1/2037	225,000	40,480,000	110,015,000
4/1/2038	-	40,480,000	110,280,000

Use of Excess Tax-Exempt Prepayments. During any period set forth in the table above, if Series 2023A PAC Bonds have been redeemed in a cumulative amount at least equal to the amounts set forth in column (A) of the above table for such period, Tax-Exempt Prepayments may then be applied to the redemption of Series 2023A/B/C Bonds other than the Series 2023A PAC Bonds, or the redemption of Bonds of other Series to the extent permitted by the General Indenture and the related Series Indenture, or may be transferred to the Program Fund to the extent permitted by the General Indenture. Tax-Exempt Prepayments in excess of the cumulative amounts for each redemption period set forth in column (B) of the above table may be applied as described in the preceding sentence, or may be applied to the redemption of the Series 2023A PAC Bonds.

Adjustment of Amounts. In the event of any redemption of the Series 2023A PAC Bonds as described above under "*Special Redemption of Tax-Exempt Bonds from Unexpended Proceeds of the Tax-Exempt Bonds*," each of the cumulative amounts set forth in columns (A) and (B) of the above table for the then-current and each future period shall be reduced by an amount determined by the Authority which shall equal (as nearly as practicable, in increments of $5,000) the product of such cumulative amount and a fraction, the numerator of which equals the principal amount of the Series 2023A PAC Bonds so redeemed and the denominator of which equals the original principal amount of the Series 2023A PAC Bonds.

Weighted Average Life of Series 2023A PAC Bonds. Weighted average life refers to the average amount of time that will elapse from the date of issuance of a bond until each dollar of principal of such bond will be repaid to the investor. The weighted average life of the Series 2023A PAC Bonds will be influenced by the rate at which the principal on the Restricted Mortgage-Backed Securities are paid (and may be influenced by the rate at which the principal of Mortgage-Backed Securities or Mortgage Loans financed with future Series of Bonds are paid). Principal payments on Mortgage-Backed Securities may be in the form of scheduled amortizations or prepayments including prepayments and liquidations due to default or other dispositions of Mortgage Loans underlying Mortgage-Backed Securities. Prepayments on Mortgage Loans are commonly measured by a prepayment standard or model.

The model used in the following discussion is the "SIFMA Prepayment Model." The SIFMA Prepayment Model is based on an assumed rate of prepayment each month of the then unpaid principal balance of the Mortgage Loans. The SIFMA Prepayment Model assumes a prepayment rate of 0.2% in the first month, increasing by 0.2% in each succeeding month until the thirtieth month of the mortgages' lives and then assumes a constant prepayment rate of six percent (6%) per annum of the unpaid principal balance for the remaining lives of the mortgages. The SIFMA Prepayment Model is sometimes referred to by market participants as the PSA Prepayment Model.

As used in this Official Statement, "0% PSA" assumes no prepayments on the principal of the Mortgage Loans acquired with the proceeds of the Series 2023A/B/C Bonds. "25% PSA" assumes the principal of Mortgage Loans will prepay at a rate one-quarter times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "50% PSA" assumes the principal of such Mortgage Loans will prepay at a rate one-half times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "75% PSA" assumes the principal of such Mortgage Loans will prepay at a rate three-quarters times as fast as prepayment rates for 100% of the SIFMA Prepayment Model. "100% PSA" assumes the principal of the Mortgage Loans will prepay at a rate equal to the prepayment rates for 100% of the SIFMA Prepayment Model. "150% PSA" assumes the principal of the Mortgage Loans will prepay at a rate one and one-half times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "200% PSA" assumes the principal of such Mortgage Loans will prepay at a rate twice as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "300% PSA" assumes the principal of such Mortgage Loans will prepay at a rate three times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "400% PSA" assumes the principal of such Mortgage Loans will prepay at a rate four times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "500% PSA" assumes the principal of such Mortgage Loans will prepay at a rate five times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model.

There is no assurance, however, that prepayment of the principal of such Mortgage Loans will conform to any level of the SIFMA Prepayment Model. The rate of principal payments of mortgage loans is influenced by a variety of economic, geographic, social and other factors, including the level of mortgage interest rates and the rate at which homeowners sell their homes or default on their mortgage loans. In general, if prevailing interest rates fall significantly, such Mortgage Loans are likely to be subject to higher prepayment rates than if prevailing rates remain at or above the interest rates on such Mortgage Loans. Conversely, if interest rates rise, the rate of prepayment would be expected to decrease. Other factors affecting prepayment of Mortgage Loans include, but are not limited to, changes in mortgagors' housing needs, job transfers, unemployment and 'mortgagors' net equity in the mortgaged properties. In addition, as homeowners move or default on their Mortgage Loans, the houses are generally sold and the Mortgage Loans prepaid, although under certain circumstances the Mortgage Loans may be assumed by a new buyer. Because of the foregoing and since the rate of prepayment of principal of such Mortgage-Backed Securities will depend on the rate of repayment (including prepayments) of the Mortgage Loans, the actual maturity of any Series 2023A/B/C Bond is likely to occur earlier, and could occur significantly earlier than, its stated maturity.

The figures in the following table utilize the General Indenture Program assumptions as described under the heading "ASSUMPTIONS REGARDING REVENUES, DEBT SERVICE REQUIREMENTS AND PROGRAM EXPENSES" and various additional assumptions, including, but not limited to (1) all Restricted Mortgage-Backed Securities are purchased at the times currently anticipated, (2) Tax-Exempt Prepayments on such Mortgage-Backed Securities in amounts not exceeding a cumulative percentage of 400% of the SIFMA Prepayment Model are applied as described above under the captions "*Series 2023A PAC Bonds*" and "*Use of Excess Tax-Exempt Prepayments*"; (3) Tax-Exempt Prepayments in excess of 400% of the SIFMA Prepayment Model are applied proportionally to the redemption of the Tax-Exempt Bonds then Outstanding, including the Series 2023A PAC Bonds; and (4) the Tax-Exempt Bonds are not redeemed pursuant to optional redemption. However, Tax-Exempt Prepayments in excess of 400% of the SIFMA Prepayment Model are not required to be applied proportionally to the redemption of all the Tax-Exempt Bonds then Outstanding. The table assumes that Tax-Exempt Prepayments are received at the various rates listed in the following table. There can be no assurance that such assumptions will in fact prove to be accurate.

PSA Prepayment Speed (%)	Average Life in Years	Last Date Outstanding
0	27.0	4/1/2053
25	15.9	4/1/2053
50	8.1	10/1/2040
75	6.0	10/1/2037
100	6.0	10/1/2037
200	6.0	10/1/2037
300	6.0	10/1/2037
400	6.0	10/1/2037
500	4.5	10/1/2037

Series 2023B PAC Bonds

The Series 2023B PAC Bonds will be subject to redemption as described below in an amount up to the cumulative amounts set forth in column (A) in the table below during the applicable redemption period beginning and ending on the dates as set forth in the table below. Such redemptions (i) will be made by the Authority at least once every six months commencing with the period ending October 1, 2023 from Taxable Prepayments (as defined below) not previously applied to redeem Series 2023B PAC Bonds (or used as described in "*Use of Excess Taxable Prepayments*" below), and (ii) at the option of the Authority, may be made more frequently or from any of the sources referred to in "*Special Redemption of the Series 2023A/B/C Bonds from Recoveries of Principal*" above and "*Special Redemption of Series 2023A/B/C Bonds from Revenues Available under the General Indenture*" below, but in each case only to the extent that redemptions described in the foregoing clauses (i) and (ii) in any period set forth in the following table do not cause the cumulative amounts of Series 2023B PAC Bonds redeemed to exceed the cumulative amounts for such period set forth in column (A) of the table below. If the amount available for a redemption described in clause (i) is less than $100,000, the Authority may delay redemption of the Series 2023B PAC Bonds until the amount of Taxable Prepayments available totals $100,000 or more. The cumulative amounts in column (A) in the table below are intended to be equal to the cumulative amounts of Taxable Prepayments that would be received by the end of the respective period if certain assumptions were realized, including the assumption that all of the prepayments on the Mortgage-Backed Securities allocable to the

Taxable Bonds are received at a rate equal to 75% of the SIFMA Prepayment Model (as defined below). "Taxable Prepayments" as of any date means Recoveries of Principal with respect to the Unrestricted Mortgage-Backed Securities (as defined below) (other than proceeds of a sale or other disposition of such an Unrestricted Mortgage-Backed Security) received by the Trustee and not theretofore applied, or then required to be applied, pursuant to the General Indenture to eliminate a deficiency in the Debt Service Account. "Unrestricted Restricted Mortgage-Backed Securities" means Mortgage-Backed Securities purchased or deemed to have been purchased with proceeds of the Taxable Bonds or financed with a payment of principal or Recovery of Principal with respect to a Mortgage-Backed Security financed with the proceeds of the Taxable Bonds.

Notwithstanding the preceding paragraph, to the extent cumulative Taxable Prepayments since the date of issuance of the Series 2023A/B/C Bonds in any period exceed the amounts set forth in column (B) of the table below for such period, the Authority may use such excess Taxable Prepayments to redeem Series 2023B PAC Bonds in any amount in excess of the cumulative amount set forth in column (A) for such period. The cumulative amounts in column (B) of the table below are intended to be the cumulative amounts of Taxable Prepayments that would be received by the end of the respective period if certain assumptions were realized, including the assumption that all of the prepayments on the Mortgage-Backed Securities allocable to the Taxable Bonds are received at a rate equal to 400% of the SIFMA Prepayment Model (as defined below). In addition, notwithstanding the preceding paragraph, Series 2023B PAC Bonds may be redeemed as described below under "*Special Redemption of Series 2023A/B/C Bonds from Revenues Available under the General Indenture*" if no other Taxable Bonds are Outstanding.

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Date	PAC	(A) 75% PSA Lower Band Cumulative Table	(B) 400% PSA Upper Band Cumulative Table
10/1/2023	$ 450,000	$ 450,000	$ 2,495,000
4/1/2024	775,000	1,225,000	6,695,000
10/1/2024	1,090,000	2,315,000	12,355,000
4/1/2025	1,380,000	3,695,000	19,105,000
10/1/2025	1,540,000	5,235,000	25,995,000
4/1/2026	1,505,000	6,740,000	32,000,000
10/1/2026	1,455,000	8,195,000	37,200,000
4/1/2027	1,415,000	9,610,000	41,700,000
10/1/2027	1,370,000	10,980,000	45,590,000
4/1/2028	1,330,000	12,310,000	48,955,000
10/1/2028	1,290,000	13,600,000	51,865,000
4/1/2029	1,245,000	14,845,000	54,380,000
10/1/2029	1,210,000	16,055,000	56,550,000
4/1/2030	1,170,000	17,225,000	58,425,000
10/1/2030	1,130,000	18,355,000	60,045,000
4/1/2031	1,095,000	19,450,000	61,440,000
10/1/2031	1,060,000	20,510,000	62,645,000
4/1/2032	1,025,000	21,535,000	63,685,000
10/1/2032	880,000	22,415,000	64,580,000
4/1/2033	755,000	23,170,000	65,350,000
10/1/2033	655,000	23,825,000	66,015,000
4/1/2034	560,000	24,385,000	66,585,000
10/1/2034	480,000	24,865,000	67,075,000
4/1/2035	415,000	25,280,000	67,495,000
10/1/2035	355,000	25,635,000	67,855,000
4/1/2036	305,000	25,940,000	68,165,000
10/1/2036	260,000	26,200,000	68,430,000
4/1/2037	225,000	26,425,000	68,660,000
10/1/2037	55,000	26,480,000	68,855,000
4/1/2038	-	26,480,000	69,020,000

Use of Excess Taxable Prepayments. During any period set forth in the table above, if Series 2023B PAC Bonds have been redeemed in a cumulative amount at least equal to the amounts set forth in column (A) of the above table for such period, Taxable Prepayments may then be applied to the redemption of Series 2023A/B/C Bonds other than the Series 2023B PAC Bonds, or the redemption of Bonds of other Series to the extent permitted by the General Indenture and the related Series Indenture, or may be transferred to the Program Fund to the extent permitted by the General Indenture. Taxable Prepayments in excess of the cumulative amounts for each redemption period set forth in column (B) of the above table may be applied as described in the preceding sentence, or may be applied to the redemption of the Series 2023B PAC Bonds.

Weighted Average Life of Series 2023B PAC Bonds. Weighted average life refers to the average amount of time that will elapse from the date of issuance of a bond until each dollar of principal of such bond will be repaid to the investor. The weighted average life of the Series 2023B PAC Bonds will be influenced by the rate at which the principal on the Unrestricted Mortgage-Backed Securities are paid (and may be influenced by the rate at which the principal of Mortgage-Backed Securities or Mortgage Loans financed with future Series of Bonds are paid). Principal payments on Mortgage-Backed Securities may be in the form of scheduled amortizations or prepayments including prepayments and liquidations due to default or other dispositions of Mortgage Loans underlying Mortgage-Backed Securities. Prepayments on Mortgage Loans are commonly measured by a prepayment standard or model.

The model used in the following discussion is the "SIFMA Prepayment Model." The SIFMA Prepayment Model is based on an assumed rate of prepayment each month of the then unpaid principal balance of the Mortgage Loans. The SIFMA Prepayment Model assumes a prepayment rate of 0.2% in the first month, increasing by 0.2% in each succeeding month until the thirtieth month of the mortgages' lives and then assumes a constant prepayment rate of six percent (6%) per annum of the unpaid principal balance for the remaining lives of the mortgages. The SIFMA Prepayment Model is sometimes referred to by market participants as the PSA Prepayment Model.

As used in this Official Statement, "0% PSA" assumes no prepayments on the principal of the Mortgage Loans acquired with the proceeds of the Series 2023A/B/C Bonds. "25% PSA" assumes the principal of Mortgage Loans will prepay at a rate one-quarter times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "50% PSA" assumes the principal of such Mortgage Loans will prepay at a rate one-half times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "75% PSA" assumes the principal of such Mortgage Loans will prepay at a rate three-quarters times as fast as prepayment rates for 100% of the SIFMA Prepayment Model. "100% PSA" assumes the principal of the Mortgage Loans will prepay at a rate equal to the prepayment rates for 100% of the SIFMA Prepayment Model. "150% PSA" assumes the principal of the Mortgage Loans will prepay at a rate one and one-half times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "200% PSA" assumes the principal of such Mortgage Loans will prepay at a rate twice as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "300% PSA" assumes the principal of such Mortgage Loans will prepay at a rate three times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "400% PSA" assumes the principal of such Mortgage Loans will prepay at a rate four times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model. "500% PSA" assumes the principal of such Mortgage Loans will prepay at a rate five times as fast as the prepayment rates for 100% of the SIFMA Prepayment Model.

There is no assurance, however, that prepayment of the principal of such Mortgage Loans will conform to any level of the SIFMA Prepayment Model. The rate of principal payments of mortgage loans is influenced by a variety of economic, geographic, social and other factors, including the level of mortgage interest rates and the rate at which homeowners sell their homes or default on their mortgage loans. In general, if prevailing interest rates fall significantly, such Mortgage Loans are likely to be subject to higher prepayment rates than if prevailing rates remain at or above the interest rates on such Mortgage Loans. Conversely, if interest rates rise, the rate of prepayment would be expected to decrease. Other factors affecting prepayment of Mortgage Loans include, but are not limited to, changes in mortgagors' housing needs, job transfers, unemployment and 'mortgagors' net equity in the mortgaged properties. In addition, as homeowners move or default on their Mortgage Loans, the houses are generally sold and the Mortgage Loans prepaid, although under certain circumstances the Mortgage Loans may be assumed by a new buyer. Because of the foregoing and since the rate of prepayment of principal of such Mortgage-Backed Securities will depend on the rate of repayment (including prepayments) of the Mortgage Loans, the actual maturity of any Series 2023A/B/C Bond is likely to occur earlier, and could occur significantly earlier than, its stated maturity.

The figures in the following table utilize the General Indenture Program assumptions as described under the heading "ASSUMPTIONS REGARDING REVENUES, DEBT SERVICE REQUIREMENTS AND PROGRAM EXPENSES" and various additional assumptions, including, but not limited to (1) all Unrestricted Mortgage-Backed Securities are purchased at the times currently anticipated, (2) Taxable

Prepayments on such Mortgage-Backed Securities in amounts not exceeding a cumulative percentage of 400% of the SIFMA Prepayment Model are applied as described above under the captions "Series 2023B PAC Bonds" and "Use of Excess Taxable Prepayments"; (3) Taxable Prepayments in excess of 400% of the SIFMA Prepayment Model are applied proportionally to the redemption of the Taxable Bonds then Outstanding, including the Series 2023B PAC Bonds; and (4) the Taxable Bonds are not redeemed pursuant to optional redemption. However, Taxable Prepayments in excess of 400% of the SIFMA Prepayment Model are not required to be applied proportionally to the redemption of all the Taxable Bonds then Outstanding. The table assumes that Taxable Prepayments are received at the various rates listed in the following table. There can be no assurance that such assumptions will in fact prove to be accurate.

PSA Prepayment Speed (%)	Average Life in Years	Last Date Outstanding
0	27.0	4/1/2053
25	16.4	4/1/2053
50	8.5	4/1/2042
75	6.0	10/1/2037
100	6.0	10/1/2037
200	6.0	10/1/2037
300	6.0	10/1/2037
400	6.0	10/1/2037
500	5.2	4/1/2053

Special Redemption of Series 2023A/B/C Bonds from Revenues Available under the General Indenture

The Series 2023A/B/C Bonds will be subject to redemption prior to maturity, in whole or in part, on any date, at the option of the Authority, or as required by law, at a redemption price equal to 100 percent of the principal amount thereof, plus accrued interest to the redemption date from Revenues and amounts in excess of the Reserve Requirement transferred from the Reserve Fund to the Revenue Fund that are available under the General Indenture after making all payments required to be made therefrom pursuant to the General Indenture; provided, however, that the Authority's right to so redeem Series 2023A PAC Bonds and Series 2023B PAC Bonds is limited as described under "Series 2023A PAC Bonds" and "Series 2023B PAC Bonds" above; and, provided further, that the Series 2023A PAC Bonds and the Series 2023B PAC Bonds may be redeemed pursuant to this paragraph, notwithstanding the limitations set forth under "Series 2023A PAC Bonds" and "Series 2023B PAC Bonds" above, if no other Series 2023A/B/C Bonds are outstanding. Accrued interest, if any, to the redemption date will be paid upon redemption.

In connection with any redemption from such Revenues, the Series 2023A/B/C Bonds will be selected for redemption as directed by the Authority provided that no Series 2023A PAC Bonds or Series 2023B PAC Bonds will be redeemed in amounts that would cause the outstanding principal amount of such bonds following such redemption to be less than the Series 2023A PAC Bond Outstanding Applicable Amount (set forth above) or the Series 2023B PAC Bond Outstanding Applicable Amount (set forth above), respectively, as of such date, unless no other Series 2023A/B/C Bonds remain outstanding or such redemption is required by the Internal Revenue Code of 1986, as amended (the "Code").

Selection of Amounts and Maturities of Series 2023A/B/C Bonds for Redemption

The amounts and maturity dates of any Series 2023A/B/C Bonds to be redeemed pursuant to any redemption as provided above will be determined at the discretion of the Authority, as provided in a written direction to the Trustee (which shall be accompanied by a Compliance Certificate or Cash Flow Statement, as appropriate, giving effect to such redemption).

Code Required Redemptions

Applicable federal tax law requires redemption of the Tax-Exempt Bonds on or before certain dates and in certain amounts in order to maintain the exclusion from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds. To the extent required to comply with the Authority's tax covenants and the Code:

(i) The Authority will apply any unexpended proceeds of the Tax-Exempt Bonds required to be used to acquire Mortgage-Backed Securities which have not been so used within 42 months after the date of issuance of the Tax-Exempt Bonds to redeem Tax-Exempt Bonds as described under "*Special Redemption of Tax-Exempt Bonds from Unexpended Proceeds of the Tax-Exempt Bonds*" above.

(ii) The Authority will apply all regularly scheduled principal repayments and Recoveries of Principal with respect to Restricted Mortgage-Backed Securities received more than ten years after the date of issuance and delivery of the Tax-Exempt Bonds (or bonds refunded by such Tax-Exempt Bonds or original bonds in a series of refundings) to the redemption of Tax-Exempt Bonds (as described under "*Special Redemption of the Series 2023A/B/C Bonds from Recoveries of Principal*" or "*Optional Redemption*" above) not later than the last day of the semiannual period beginning on the April 1 or October 1 next succeeding the date of receipt, to the extent not used on or prior to the last day of such period for the payment of the principal of, or Sinking Fund Requirements for, the Tax-Exempt Bonds.

(iii) To the extent required by the Code, the Authority will fulfill its obligations pursuant to the paragraph above by periodically exercising its right to undertake a special redemption of the Tax-Exempt Bonds with, at a minimum and subject to a $250,000 *de minimis* exception, the portion of the "Net Restricted Principal Receipts" (based on the following defined terms) that have been available for at least six months. The term "Restricted Principal Receipts" means the percentage of Principal Repayments and Recoveries of Principal on Mortgage Loans and Mortgage-Backed Securities made with or attributable to the proceeds of the Tax-Exempt Bonds, which will be approximately as shown in the following table for the periods indicated:

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10-Year Rule Restricted Principal Receipts Table

From Date	To Date	Approximate Percentage
3/29/2023	3/15/2026	0%
3/16/2026	12/17/2027	2
12/18/2027	10/24/2028	4
10/25/2028	3/6/2029	6
3/7/2029	6/26/2029	7
6/27/2029	12/18/2029	8
12/19/2029	3/25/2030	11
3/26/2030	10/14/2030	14
10/15/2030	2/1/2031	17
2/2/2031	6/28/2031	19
6/29/2031	9/22/2031	22
9/23/2031	4/20/2032	24
4/21/2032	5/18/2032	26
5/19/2032	9/21/2032	28
9/22/2032	3/28/2033	29
3/29/2033	4/1/2053	100%

"Net Restricted Principal Receipts" means, with respect to any redemption date, an amount equal to the difference between the Restricted Principal Receipts received but not applied, and the principal amount of the Tax-Exempt Bonds scheduled to mature or subject to sinking fund redemption on such redemption date (or, if none of those Bonds is scheduled to mature or is subject to sinking fund redemption on such redemption date, a pro rata portion of the next subsequent scheduled maturity amount or sinking fund requirements of those Bonds).

Such percentages and dates derive from the Authority's expected use of proceeds. No assurance can be given that the actual use of proceeds will be such as to produce such percentages, or that the Code will not be amended so as to no longer require such redemptions. The Authority also may redeem the Tax-Exempt Bonds in amounts greater than such percentages from available amounts in the Revenue Fund. Revenues not required to be applied to the redemption of Bonds may be otherwise applied as permitted by the General Indenture.

General Redemption Provisions

As long as the Series 2023A/B/C Bonds are held by Cede & Co., as nominee of DTC, notice of any redemption of Series 2023A/B/C Bonds will be mailed not less than 20 days and not more than 90 days prior to the date set for redemption. Such notices will be furnished to DTC. The Authority has been informed that DTC will in turn forward the information to the Participants (as defined below), which will then provide the appropriate notification to correspondents and Beneficial Owners (as defined below).

Failure of DTC or any Participant to provide notice to any Beneficial Owner will not affect the validity of the proceedings for the redemption of the applicable Series 2023A/B/C Bonds.

If the Series 2023A/B/C Bonds are not held by the nominee of DTC or the nominee of any successor securities depository, notice of any redemption will be mailed at least 20 days but no more than 90 days prior to the date established for the redemption of Series 2023A/B/C Bonds to the Bondowners of the Series 2023A/B/C Bonds, or portions thereof, to be redeemed at their addresses as they appear on the registry books of the Authority. Redemption notices shall be sent by first-class mail. Such notice will specify the redemption price, the redemption date, the place or places where amounts due upon redemption will be payable, the maturities and the distinctive numbers, if any, of the Series 2023A/B/C Bonds to be redeemed and, if less than all of the Series 2023A/B/C Bonds of a given maturity are to be redeemed, the portion of the principal amounts to be redeemed.

The notice of redemption may be conditional. If conditional, the notice shall set forth in summary terms the conditions precedent to such redemption and that if such conditions shall not have been satisfied on or prior to the redemption date, such notice shall be of no force and effect and such Series 2023A/B/C Bonds shall not be redeemed. Once notice of redemption is sent in accordance with the General Indenture, it will be effective whether or not the Bondowners actually receive such notice. Failure to send notice of redemption, or any defect in such notice, with respect to any Series 2023A/B/C Bond will not affect the validity of the proceedings for the redemption of any other Series 2023A/B/C Bond.

The Fixed Rate Bonds of a series selected for redemption and redeemed in part from time to time shall be redeemed in one or more units of $5,000 or any integral multiple of $5,000 of principal of such series of Fixed Rate Bonds. The Variable Rate Bonds selected for redemption and redeemed in part from time to time shall be redeemed in one or more units of $100,000 or any integral multiple of $5,000 of principal of the Variable Rate Bonds. If, on the redemption date, (i) the conditions precedent, if any, to such redemption have been satisfied, (ii) in the case of any redemption other than pursuant to Sinking Fund Requirements, money for the redemption of all the Series 2023A/B/C Bonds or portions thereof to be redeemed, together with interest to the redemption date, is held by the Trustee so as to be available therefor on such date (or, in the case of interest, has been mailed to the Bondowners), and (iii) notice of redemption has been given as aforesaid, then the Series 2023A/B/C Bonds or portions thereof so called for redemption will become due and payable at the applicable redemption price, plus accrued interest, if any, and from and after the date fixed for redemption, interest on the Series 2023A/B/C Bonds or portions thereof so called for redemption will cease to accrue.

Pursuant to the Indenture, the Trustee, upon receipt of an Authority Request, may purchase Series 2023A/B/C Bonds from amounts on deposit in the Redemption Account at the most advantageous price obtainable with reasonable diligence, such price not to exceed (except to the extent permitted by the Indenture and applicable law) the redemption price plus accrued interest that would be payable on (i) the next redemption date, if such Series 2023A/B/C Bonds are then redeemable, or (ii) on the date such Series 2023A/B/C Bonds are first redeemable. Such Authority Request shall be accompanied by a Cash Flow Statement if such purchase is not consistent with the assumptions set forth in the most recently filed Cash Flow Statement.

Any Series 2023A/B/C Bonds to be purchased or redeemed, other than pursuant to Sinking Fund Requirements, will be purchased or redeemed by the Trustee upon written direction of the Authority (which shall be accompanied by a Cash Flow Statement if such purchase or redemption is not consistent with the assumptions set forth in the most recently filed Cash Flow Statement).

So long as the Series 2023A/B/C Bonds are held by a nominee of DTC, DTC will determine the method of allocating the redemption among the Beneficial Owners of the maturity of such Series 2023A/B/C Bonds to be redeemed. If Series 2023A/B/C Bonds are not held by a nominee of DTC and if less than all of the Series 2023A/B/C Bonds of one series and maturity are called for redemption, the particular Series 2023A/B/C Bonds of such series and maturity to be redeemed will be selected by lot not later than 25 days prior to the date fixed for redemption, or such lesser number of days as shall be acceptable to the Trustee; provided that (1) the portion of any Series 2023A/B/C Bonds to be redeemed is in the principal amount of $5,000 (or $100,000 in the case of the Variable Rate Bonds) or an integral multiple thereof, and (2) in selecting Series 2023A/B/C Bonds for purchase upon redemption, each Series

2023A/B/C Bond will be treated as representing that number of Series 2023A/B/C Bonds that is obtained by dividing the principal amount of such Series 2023A/B/C Bond by $5,000 (or $100,000 in the case of the Variable Rate Bonds).

If less than all of the Term Bonds Outstanding of any one maturity of a series of Series 2023A/B/C Bonds is purchased for cancellation or called for redemption (other than in satisfaction of Sinking Fund Requirements), the principal amount of such Term Bonds that are so purchased or redeemed shall be credited, to the extent practicable, except as otherwise directed by the Authority, against all remaining Sinking Fund Requirements for such Term Bonds in the proportion which the then-remaining balance of each such Sinking Fund Requirement bears to the total of all such series of Series 2023A/B/C Bonds of such maturity then Outstanding.

Book-Entry-Only System

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

DTC will act as securities depository for the Series 2023A/B/C Bonds. The Series 2023A/B/C Bonds will be issued as fully registered securities registered in the name of Cede & Co. (DTC's partnership nominee) or such other name as may be requested by an authorized representative of DTC. One fully-registered Series 2023A/B/C Bond certificate will be issued for each maturity of each series of the Series 2023A/B/C Bonds in the aggregate principal amount of such maturity, and such Series 2023A/B/C Bond certificate will be deposited with DTC.

DTC, the world's largest securities depository, is a limited-purpose trust company organized under the New York Banking Law, a "banking organization" within the meaning of the New York Banking Law, a member of the Federal Reserve System, a "clearing corporation" within the meaning of the New York Uniform Commercial Code, and a "clearing agency" registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 3.5 million issues of U.S. and non-U.S. equity issues, corporate and municipal debt issues, and money market instruments (from over 100 countries) that DTC participants ("Direct Participants") deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants' accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned subsidiary of The Depository Trust & Clearing Corporation ("DTCC"). DTCC is the holding company for DTC, National Securities Clearing Corporation and Fixed Income Clearing Corporation, all of which are registered clearing agencies. DTCC is owned by 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 Standard & Poor's rating of "AA+." The DTC Rules applicable to its Participants are on file with the Securities and Exchange Commission. More information about DTC can be found at www.dtcc.com.

Purchases of Series 2023A/B/C Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the Series 2023A/B/C Bonds on DTC's records. The ownership interest of each actual purchaser of each Series 2023A/B/C 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 Series 2023A/B/C Bonds are to be accomplished by entries made on the books of Direct and Indirect Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in the Series 2023A/B/C Bonds, except in the event that use of the book-entry system for the Series 2023A/B/C Bonds is discontinued.

To facilitate subsequent transfers, all Series 2023A/B/C Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other name as may be requested by an authorized representative of DTC. The deposit of Series 2023A/B/C Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the Series 2023A/B/C Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such Series 2023A/B/C 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 notice 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 Series 2023A/B/C Bonds may wish to take certain steps to augment transfers to them of notices of significant events with respect to Series 2023A/B/C Bonds, such as redemption, tenders, defaults and proposed amendments to the Series 2023A/B/C Bond documents. For example, Beneficial Owners of the Series 2023A/B/C Bonds may wish to ascertain that the nominee holding the Series 2023A/B/C Bonds 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 the notices be provided directly to them.

Redemption notices shall be sent to DTC. If less than all of the Series 2023A/B/C Bonds within a series and maturity are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such maturity to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to the Series 2023A/B/C Bonds unless authorized by a Direct Participant in accordance with DTC's Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Authority as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the Series 2023A/B/C Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments (including redemption proceeds) on the Series 2023A/B/C Bonds will be made to Cede & Co., or such other nominee as may be requested by an authorized representative of DTC. DTC's practice is to credit Direct Participants' accounts upon DTC's receipt of funds and corresponding detail information from the Trustee or the Authority, on payable date in accordance with their respective holdings shown on DTC's records. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name," and will be the responsibility of such Participant and not of DTC, the Trustee or the Authority, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest (including redemption proceeds) to Cede & Co. (or such other nominee as may be requested by an authorized representative of DTC) is the responsibility of the Authority or the Trustee, disbursement of such payments to Direct Participants will be the responsibility of DTC, and disbursement of such payments to the Beneficial Owners will be the responsibility of Direct and Indirect Participants.

DTC may discontinue providing its services as securities depository with respect to the Series 2023A/B/C Bonds at any time by giving reasonable notice to the Authority or the Trustee. Under such circumstances, in the event that a successor securities depository is not obtained, certificates for the affected Series 2023A/B/C Bonds are required to be printed and delivered.

The Authority may decide to discontinue use of the system of book-entry transfers through DTC (or a successor securities depository). In that event, certificates for the affected Series 2023A/B/C Bonds will be printed and delivered.

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

NEITHER THE TRUSTEE NOR THE AUTHORITY WILL HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT, ANY PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN ANY SERIES 2023A/B/C BONDS UNDER OR THROUGH DTC OR ANY PARTICIPANT, OR ANY OTHER PERSON THAT IS NOT SHOWN ON THE REGISTRATION BOOKS OF THE TRUSTEE AS BEING A BONDOWNER, WITH RESPECT TO THE ACCURACY OF ANY RECORDS MAINTAINED BY DTC OR ANY PARTICIPANT, THE PAYMENT BY DTC OR ANY PARTICIPANT OF ANY AMOUNT IN RESPECT OF PRINCIPAL OF OR PREMIUM, IF ANY, OR INTEREST ON ANY SERIES 2023A/B/C BOND, ANY NOTICE THAT IS REQUIRED TO BE GIVEN TO BONDOWNERS UNDER THE INDENTURE, THE SELECTION BY DTC OR ANY PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SERIES 2023A/B/C BONDS, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF THE SERIES 2023A/B/C BONDS.

Revision of Book-Entry-Only System

In the event that the Authority and the Trustee receive written notice from DTC to the effect that DTC is unable or unwilling to discharge its responsibilities and no substitute depository can be found which is willing and able to undertake such functions upon reasonable and customary terms, then the Series 2023A/B/C Bonds will no longer be restricted to being registered in the register of the Authority kept by the Trustee in the name of Cede & Co., as nominee of DTC, but may be registered in whatever name or names the Bondowners transferring or exchanging Series 2023A/B/C Bonds will designate, in accordance with the Indenture.

ASSUMPTIONS REGARDING REVENUES, DEBT SERVICE REQUIREMENTS AND PROGRAM EXPENSES

General

The Authority made certain assumptions, including those set forth under this caption, in establishing the principal amounts of and the maturities and Sinking Fund Requirements with respect to the Series 2023A/B/C Bonds.

The Authority expects scheduled payments under the Mortgage-Backed Securities, together with Recoveries of Principal, if any, and other moneys and securities held under the General Indenture and the income thereon, to be sufficient to pay, when due, Expenses of the General Indenture Program and the debt service attributable to the Series 2023A/B/C Bonds. In forming this expectation, the Authority has not considered the issuance of additional Bonds or the application or investment of the proceeds thereof;

however, a condition to issuing such additional Bonds is the filing of a Cash Flow Statement accompanied by a Rating Certificate. Because all Bonds issued under the General Indenture will rank equally and ratably with the Series 2023A/B/C Bonds with respect to the security afforded by the General Indenture, availability of money for repayment of the Series 2023A/B/C Bonds could be significantly affected by the issuance, application, and investment of proceeds of additional Bonds.

The Authority believes it is reasonable to make the assumptions set forth below, but can give no assurance that the actual receipt of moneys will correspond to estimated Revenues available to pay the debt service on and the Expenses incurred in connection with the Series 2023A/B/C Bonds.

Assumptions

In connection with the issuance of the Series 2023A/B/C Bonds, the Authority has made the following assumptions in determining the sufficiency of revenues available under the General Indenture for payment of debt service attributable to the Series 2023A/B/C Bonds:

(a) Within 90 days of issuance, $35,760,000 of proceeds of the Series 2023A Bonds will be used to redeem and/or refund the Refunded Obligations.

(b) Approximately $84,240,000 of the proceeds of the Series 2023A Bonds will be used to acquire Mortgage-Backed Securities and/or participation interests (see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Mortgage Loans and Mortgage-Backed Securities" and "– Participation Agreements") in Mortgage-Backed Securities that have a weighted average pass-through rate of approximately 5.66%, an approximate weighted average term of 357 months on the closing date.

(c) Approximately $75,000,000 of the proceeds of the Series 2023B Bonds and Series 2023 C Bonds will be used to acquire Mortgage-Backed Securities and/or participation interests (see "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Mortgage Loans and Mortgage-Backed Securities" and "– Participation Agreements") in Mortgage-Backed Securities that have a weighted average pass-through rate of approximately 5.88%, an approximate weighted average term of 356 months on the closing date.

(d) Amounts on deposit in various Funds and Accounts under the General Indenture applicable to the Series 2023A/B/C Bonds will be invested at the minimum re-investment rate as required by the Rating Agency.

(e) All Expenses with respect to the Series 2023A/B/C Bonds, including the expenses of the Trustee, will be paid in full on a timely basis from investment income on funds held by the Trustee and a portion of interest paid on Mortgage-Backed Securities.

(f) Following the refunding of the Refunded Obligations, an approximate amount of $35,760,000 currently allocated to the Refunded Obligations will be reallocated to the Series 2023A Bonds and will be used to purchase participation interests in the Mortgage-Backed Securities that have a weighted average pass-through rate of approximately 5.66% and an approximate average term of 357 months on the closing date.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

All Series 2023A/B/C Bonds are special limited obligations of the Authority with a claim for payment solely from Pledged Property, as defined in the General Indenture. The Series 2023A/B/C Bonds: (i) are not general obligations of the Authority; (ii) do not constitute a debt of, and are not guaranteed by, the State of Illinois or the United States or any agency or instrumentality thereof; and (iii) are not secured by a pledge of the full faith and credit of the State of Illinois or the United States or any agency or instrumentality thereof.

All Series 2023A/B/C Bonds are secured by a pledge and assignment and grant of a lien on and security interest in the Pledged Property. Pledged Property includes all Revenues, as defined in the General Indenture, including money received by or on behalf of the Authority or the Trustee representing:

(i) principal and interest payments on Mortgage Loans, including, without limitation, Recoveries of Principal;

(ii) payments on the Mortgage-Backed Securities and the documents evidencing and securing the Mortgage-Backed Securities, including any guaranty of such Mortgage-Backed Securities;

(iii) interest earnings on Funds and Accounts held by the Trustee (other than the Rebate Fund); and

(iv) all Funds and Accounts held by the Trustee (other than the Rebate Fund).

Pledged Property does not include amounts required to be paid as rebate to the United States. The pledge of Funds and Accounts established in a Series Indenture may be limited in purpose and time, as set forth in the Series Indenture.

SECTION 26.1 OF THE ACT, WHICH REQUIRES THE GOVERNOR TO SUBMIT TO THE GENERAL ASSEMBLY THE AMOUNT CERTIFIED BY THE AUTHORITY AS BEING REQUIRED TO PAY DEBT SERVICE ON CERTAIN OF ITS BONDS BECAUSE OF INSUFFICIENT MONEYS AVAILABLE FOR SUCH PAYMENT, SHALL NOT APPLY TO THE BONDS (INCLUDING THE SERIES 2023A/B/C BONDS).

Mortgage Loans and Mortgage-Backed Securities

Pursuant to the General Indenture, the Authority is permitted to issue Bonds to finance Mortgage Loans or Mortgage-Backed Securities, in addition to the other purposes described in "Additional Bonds" below (which may include the financing of other types of loans or securities). Pools of Mortgage Loans underlying Mortgage-Backed Securities are not Pledged Property under the General Indenture. The terms of the Mortgage Loans, the Mortgage Loans underlying Mortgage-Backed Securities and the type of Mortgage-Backed Securities which may be purchased from the proceeds of a particular Series of Bonds must conform to any restrictions set forth in the respective Series Indenture relating to that Series of Bonds.

For information regarding the requirements of Mortgage Loans purchased by the Authority under the General Indenture Program and Mortgage Loans underlying Mortgage-Backed Securities purchased by the Authority under the General Indenture Program, see information under the captions "THE GENERAL INDENTURE PROGRAM – Mortgage Loans" and "– Mortgage-Backed Securities."

Mortgage Loans

Each Mortgage Loan must be evidenced by a note and secured by a mortgage or equivalent security on an owner-occupied residence in the State or a participation interest in such a loan pursuant to a Participation Agreement. The Series Indenture for each Series of Bonds may include Series Program Determinations establishing additional requirements of the Mortgage Loans eligible to be purchased with proceeds of such Bonds.

Mortgage-Backed Securities

Each Mortgage-Backed Security must be a GNMA Security, a UMBS, or a participation interest in any of the foregoing pursuant to a Participation Agreement. The terms of the GNMA, Fannie Mae and FHLMC single-family mortgage-backed securities programs require that all Mortgage Loans: (i) if underlying a GNMA Security, be insured by FHA or guaranteed by the Department of Veteran's Affairs ("VA") or the United States Department of Agriculture Rural Development ("USDA/RD"), or guaranteed by HUD and administered by the Office of Public and Indian Housing ("PIH") or (ii) if underlying a UMBS, be insured by a private mortgage insurance policy (if in an amount in excess of certain loan-to-value ratios).

GNMA Securities

The Government National Mortgage Association ("GNMA") is a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development ("HUD"). GNMA's powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C. § 1716 et seq.).

GNMA is authorized to guarantee the timely payment of the principal of and interest on securities ("GNMA Securities" or "GNMA Certificates") that are based on and backed by trusts or pools composed of mortgages that are insured or guaranteed by (i) the FHA; (ii) the VA; (iii) the USDA/RD; or (iv) guaranteed by HUD under Section 184 of the Housing and Community Development Act of 1992, as amended and administered by the Office of Public and Indian Housing ("PIH"). The GNMA Certificates are issued by approved servicers. GNMA guarantees the timely payment of principal of and interest on the GNMA Certificates. The full faith and credit of the United States is pledged to the payment of all amounts required to be paid under each such guaranty. To the extent necessary, GNMA will borrow from the United States Treasury any amounts necessary to enable GNMA to honor its guaranty of the GNMA Securities. GNMA is required to honor its guaranty only if the Master Servicer is unable to make the full payment on any GNMA Certificate, when due. GNMA Certificates constitute GNMA Securities under the Indenture.

GNMA administers two mortgage-backed securities programs, the "Ginnie Mae I MBS Program" and the "Ginnie Mae II MBS Program." The principal differences between the two programs relate to the interest rate structure of the mortgage loans backing the GNMA Certificates, maximum maturities of such mortgage loans and the means by which principal and interest payments are made. These differences are not expected to affect adversely the availability of Revenues to pay principal of and interest on the Bonds.

See APPENDIX E for more information regarding GNMA and its mortgage-backed security program.

Fannie Mae Securities

The Federal National Mortgage Association ("Fannie Mae") is a federally-chartered, private, stockholder-owned corporation organized and existing under the Federal National Mortgage Association Charter Act (12 U.S.C. § 1716 et seq.). Fannie Mae is subject to the supervision and regulation of the

Federal Housing Finance Agency, an independent agency of the federal government, to the extent provided in the Housing and Economic Recovery Act of 2008 ("HERA"). The Authority cannot predict the long-term consequences of the conservatorship of this entity and the corresponding impact on the participants and the Program. The Secretary of HUD also exercises regulatory power over Fannie Mae. Among other things, Fannie Mae issues mortgage-backed securities primarily in exchange for pools of mortgage loans from lenders.

Fannie Mae operates a mortgage-backed securities program pursuant to which Fannie Mae issues UMBS backed by pools of mortgage loans ("Fannie Mae Certificates" or "Fannie Mae Securities"). Each Fannie Mae Certificate represents an undivided ownership interest in a specified pool of mortgage loans purchased by Fannie Mae. Generally, Fannie Mae Certificates are issued in book-entry form, representing a minimum of $1,000 unpaid principal amount of mortgage loans. As of June 3, 2019, each Fannie Mae Certificate is a UMBS.

Fannie Mae guarantees to the registered holders of Fannie Mae Certificates that it will distribute amounts representing (i) scheduled principal and interest at the applicable pass-through rate on the mortgage loans in the pools represented by such Fannie Mae Certificates, whether or not received, and (ii) the full principal balance of any foreclosed or other finally liquidated mortgage loans, whether or not such principal balance is actually received. FANNIE MAE'S OBLIGATIONS UNDER THE FANNIE MAE CERTIFICATES, INCLUDING ANY UMBS ISSUED BY FANNIE MAE, ARE OBLIGATIONS SOLELY OF FANNIE MAE AND ARE NOT BACKED BY, OR ENTITLED TO, THE FULL FAITH AND CREDIT OF THE UNITED STATES OR ANY OF ITS AGENCIES OR INSTRUMENTALITIES OTHER THAN FANNIE MAE. If Fannie Mae is unable to satisfy such obligation, distributions on the Fannie Mae Certificates would consist solely of payments and other recoveries on the underlying mortgage loans. Accordingly, such monthly distributions after a Fannie Mae default could be adversely affected by delinquent payments and defaults on such mortgage loans and could adversely affect payments on the Series 2023A/B/C Bonds. Fannie Mae Certificates constitute Fannie Mae Securities under the Indenture.

See the information in APPENDIX E for more information regarding Fannie Mae and its mortgage-backed security program and actions taken in 2008 by the federal government regarding its supervision and regulation of Fannie Mae.

FHLMC Securities

Freddie Mac is a shareholder-owned, government-sponsored enterprise created on July 24, 1970, pursuant to the Federal Home Loan Mortgage Corporation Act (Title III of the Emergency Home Finance Act of 1970, as amended (12 U.S.C. §§ 1451-1459)) (the "Freddie Mac Act"). Freddie Mac is also subject to the supervision and regulation of the Federal Housing Finance Authority to the extent provided in HERA. Furthermore, Freddie Mac has operated under conservatorship with the FHFA as Conservator since September 6, 2008. Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac and of any stockholder, officer or director of Freddie Mac with respect to Freddie Mac and its assets. The Authority cannot predict the long-term consequences of the conservatorship of this entity and the corresponding impact on the participants and the Program.

Freddie Mac issues UMBS guaranteed by Freddie Mac ("Freddie Mac Certificates") under its Guarantor Program (as defined in Appendix E hereto). Freddie Mac Certificates are issued only in book-entry form through the Federal Reserve Banks' book-entry system. Each Freddie Mac Certificate represents an undivided interest in a pool of mortgages. Payments by borrowers on the mortgages in the pool are passed through monthly by Freddie Mac to record holders of the Freddie Mac Certificates representing interests in that pool. All of the mortgages are either conventional mortgages or mortgages guaranteed or insured by FHA, the Department of Veterans Affairs, the U.S. Department of Agriculture Rural

Development, or HUD ("FHA/VA Mortgages"). Conventional mortgages are pooled separately from FHA/VA mortgages. Freddie Mac issues two types of Freddie Mac Certificates — Gold PCs and ARM PCs. Gold PCs are backed by (i) fixed-rate, level payment, fully amortizing mortgages (ii) fixed-rate Initial Interest Mortgages, or (iii) Modified Mortgages with or without Step Rate Increases. ARM PCs are backed by adjustable rate mortgages. In connection with its single security initiative, Freddie Mac has ceased issuing new Gold PCs as of June 3, 2019. As of June 3, 2019, the Freddie Mac Certificates are UMBS.

See the information in APPENDIX E for more information regarding FHLMC and its mortgage-backed security program.

Participation Agreements

Under the General Indenture, a Mortgage-Backed Security or Mortgage Loan purchased with proceeds of Bonds may be a participation interest in a GNMA Security, Fannie Mae Security or FHLMC Security, or a participation interest in a loan described under "Mortgage Loans" above, financed in part with funds under the General Indenture and in part with funds under another bond resolution or indenture of the Authority. In such cases, the underlying security or loan, and the participation interest therein financed by such other bond resolution or indenture, is not Pledged Property under the General Indenture. Pursuant to a Participation Agreement, principal payments and prepayments on such a security or loan would be allocated between the General Indenture and such other bond resolution or indenture according to a specified ratio, generally expected to be in proportion to the respective amount financed, but interest payments may be allocated in different proportion, such that the effective interest rate, or yield, to the General Indenture on the principal amount of the participation financed with funds under the General Indenture may be higher or lower than the interest rate of the underlying security or loan. A portion of the Mortgage-Backed Securities to be purchased with amounts deposited to the 2023 Series A/B/C Program Account are expected to be such participation interests in GNMA Securities, Fannie Mae Securities, and FHLMC Securities, as described under the caption "PLAN OF FINANCE" below.

Series Program Determinations

The Series Indenture for each Series of Bonds may include Series Program Determinations establishing additional requirements of the Mortgage Loans eligible to be purchased with proceeds of such Bonds. Series Program Determinations may vary between Series of Bonds under the General Indenture.

Master Servicer

Acting pursuant to a Mortgage Servicing Agreement, dated as of December 27, 2018 (the "Master Servicing Agreement"), between U.S. Bank National Association (the "Master Servicer") and the Authority, as amended from time to time, the Master Servicer will purchase Mortgage Loans from those qualified mortgage lending institutions participating in the General Indenture Program (each a "Mortgage Lender"). The Master Servicer will issue the GNMA Securities or acquire the Fannie Mae Securities and Freddie Mac Certificates with respect to such Mortgage Loans. The Master Servicer is required to be, and is, an FHA-, VA- and USDA/RD-approved mortgagee, an approved issuer of GNMA Securities, a Fannie Mae-approved seller and servicer of Fannie Mae Securities and a Freddie Mac-approved seller and servicer of Freddie Mac Certificates.

Servicing of Mortgage Loans

Mortgage Loans supporting or represented by the Mortgage-Backed Securities held and pledged under the General Indenture will be serviced by the Master Servicer in accordance with the Master Servicing Agreement and the GNMA Guide, the Fannie Mae Guide or the FHLMC Guide, as applicable.

The Master Servicer is required to remit to the Trustee all scheduled payments of principal, interest and any principal prepayments that are payable with respect to the applicable GNMA Security, Fannie Mae Security or FHLMC Security when any of the same shall be due and payable (excluding the payments on a GNMA Security, Fannie Mae Security or FHLMC Security received in the month such GNMA Security, Fannie Mae Security or FHLMC Security is purchased) and to meet all of its obligations under the GNMA Guide, the GNMA Guaranty Agreements, the Fannie Mae Guide and the Fannie Mae Pool Purchase Contract, the FHLMC Guide and the FHLMC Pool Purchase Contract or contractual agreements entered into between the Master Servicer and GNMA, Fannie Mae or FHLMC.

Program Securities Pledged under the Indenture

As of December 31, 2022, the following Program Securities (comprised of GNMA Securities, FHLMC Securities, and Fannie Mae Securities) were pledged to secure Outstanding Bonds under the Indenture:

Program Securities	Principal Outstanding Balance	Percentage
Federal Home Loan Mortgage Corporation	$48,345,660.99	3.52%
Federal National Mortgage Association	564,096,936.60	41.04
Ginnie Mae I	20,930,554.16	1.52
Ginnie Mae II	741,175,350.09	53.92
TOTAL	$1,374,548,501.51	100.00%

SEE APPENDIX B – "CERTAIN INFORMATION CONCERNING THE GENERAL INDENTURE PROGRAM."

Reserve Fund

The General Indenture establishes a Reserve Fund to be used to pay debt service on Bonds to the extent amounts available in the Revenue Fund are insufficient. The General Indenture establishes a Reserve Requirement, as of any particular date of calculation, equal to the sum of all amounts established as Series Reserve Requirements in the respective Series Indentures for the Bonds Outstanding. The Series Reserve Requirement for the Series 2023A/B/C Bonds is zero dollars ($0).

On each debt service payment date, after paying debt service on Bonds, any Hedge Payments payable from the Revenue Fund, various credit or liquidity fees and Expenses, amounts in the Revenue Fund are required to be transferred to the Reserve Fund until the amount on deposit in the Reserve Fund equals the Reserve Requirement.

Cash Flow Statements and Rating Certificates

General. The General Indenture allows the Authority to take various actions subject to filing with the Trustee a Cash Flow Statement (or Cash Flow Certificate) and a Rating Certificate. A Cash Flow Statement is a certificate of an Authorized Representative stating that each set of cash flow projections included in the certificate demonstrates that there will at all times be available sufficient amounts in the Funds and Accounts to pay timely all principal of and interest on the Bonds, and to make when due all Hedge Payments that are payable from the Revenue Fund (as provided in a Series Indenture or in a Supplemental Indenture pursuant the General Indenture), and to fund the Reserve Fund to the Reserve Fund Requirement, and to pay Expenses described in clause (i) of the definition thereof in the General Indenture, under the assumptions set forth in the Cash Flow Statement. A Rating Certificate is a Certificate stating that the Authority has been advised by each Rating Agency (including by means of published rating criteria) that the then Rating of the Bonds by the Rating Agency will not be reduced as a result of the actions to be taken by the Authority. A Cash Flow Statement must be filed with the Trustee in connection with the issuance of the Series 2023A/B/C Bonds.

A Cash Flow Statement may include a single set of cash flow projections or more than one set of cash flow projections, and each set of projections shall set forth the assumptions, which shall be consistent with the Authority's reasonable expectations at the time such Cash Flow Statement is filed, as to actions to be taken pursuant to the Indenture and as to the characteristics and behavior of Pledged Property and of the Authority's payment obligations under the Indenture, upon which such projections are based. Amounts credited to the Special Program Fund (other than amounts restricted to the payment of debt service on the Bonds) shall not be taken into account when preparing a Cash Flow Statement.

A Cash Flow Certificate or a Cash Flow Statement, as appropriate, and a Rating Certificate are required prior to the Authority taking any of the following actions:

1. issuing any Series of Bonds;

2. making certain supplements or amendments to a Series Indenture including, without limitation, Series Program Determinations;

3. entering into any Hedge Agreement;

4. remarketing any Bonds in connection with a change in tender period except as required at the time of their issuance; or

5. causing amounts to be transferred from the Authority Program Accounts to the Authority.

In addition to the above requirements, prior to taking certain other actions, the General Indenture requires the Authority to file with the Trustee a Cash Flow Certificate or a Cash Flow Statement. A Cash Flow Certificate with respect to any action is a Certificate stating that the action is consistent with the assumptions set forth in the most recently filed Cash Flow Statement. The actions for which either a Cash Flow Certificate or a Cash Flow Statement must be filed are:

1. any purchase or redemption of Bonds (other than mandatory redemption pursuant to Sinking Fund Requirements, other mandatory redemptions as provided in a Series Indenture, certain other purchases of Bonds as provided in the General Indenture, and any purchase or redemption of Bonds that is consistent with the assumptions set forth in the most recently filed Cash Flow Statement);

2. withdrawals of amounts from the Revenue Fund to pay Expenses in excess of (or other than) those specified in a Series Indenture, or to a Series Program Account or Authority Program Account, or to the Authority free and clear of the pledge and lien of the Indenture;

3. any amendment or sale or other disposition of any Mortgage Loan not in default or Mortgage-Backed Securities not in default that would cause the aggregate principal amount of the Mortgage Loans and Mortgage-Backed Securities amended or sold or disposed of since filing of the last Cash Flow Statement to exceed five percent (5%) of the aggregate principal amount of all Mortgage Loans and Mortgage-Backed Securities;

4. any use of Recoveries of Principal with respect to Mortgage Loans or Mortgage-Backed Securities (other than Mortgage Loans or Mortgage-Backed Securities acquired solely with

amounts in any Authority Program Account) for any use other than purchase or redemption of Bonds or payment of scheduled debt service;

5. any transfer of amounts from the Redemption Account to an Account of the Program Fund pursuant to the General Indenture;

6. any payment of Expenses described in clause (ii) of the definition thereof in the General Indenture; or

7. making any material change not consistent with the assumptions set forth in the most recently filed Cash Flow Statement.

For information concerning assumptions made by the Authority in connection with its delivery of the Cash Flow Certificate for the issuance of the Series 2023A/B/C Bonds, see information under the caption "ASSUMPTIONS REGARDING REVENUES, DEBT SERVICE REQUIREMENTS AND PROGRAM EXPENSES."

Hedge Agreements; Hedge Payments

In connection with the issuance of the Variable Rate Bonds, the Authority expects to enter into an interest rate swap (the "Hedge Agreement") in an aggregate notional amount of $37,500,000 with Bank of America, N.A. (the "Hedge Counterparty").

Under the Hedge Agreement, the Authority will pay the Hedge Counterparty semiannually an amount based on a fixed rate applied to the notional amount and receives from the Hedge Counterparty an amount based on a variable rate applied to the notional amount. Unless earlier terminated (in which case a termination payment may be due to the Hedge Counterparty from the Authority in certain circumstances, or by the Hedge Counterparty to the Authority), the Hedge Agreement will have a stated maturity date of October 1, 2046. Payments received from the Hedge Counterparty under the Hedge Agreement will be included in Revenues, but the Authority reserves the right to limit the extent to which payments received by the Authority on the Hedge Agreement are treated as Revenues, without the consent of the Bondowners, provided that there is filed with the Trustee a Cash Flow Certificate or Cash Flow Statement, as appropriate, accompanied by a Rating Certificate. See "Cash Flow Statements and Rating Certificates" above.

The Authority will enter into the Hedge Agreement as a means of (1) lowering its borrowing costs when compared to fixed-rate bonds at the time of issuance and (2) limiting the interest rate risk inherent in variable rate debt. Under the Indenture, the scheduled payments on the Hedge Agreement (but not termination fee payments) by the Authority are payable from the Debt Service Account on a parity with interest on Bonds (including the Series 2023A/B/C Bonds).

While the Authority's Hedge Agreement is expected to be based on the Secured Overnight Financing Rate ("SOFR"), the Authority has previously entered into Hedge Agreements that are based on the London Interbank Offered Rate ("LIBOR") under the General Indenture.

In September 2012, the U.K. government published the results of its review of LIBOR (commonly referred to as the "Wheatley Review"). Based on the Wheatley Review, final rules for regulations and supervision of LIBOR by the Financial Conduct Authority (the "FCA") were published and came into effect on April 2, 2013 (the "FCA Rules").

On July 27, 2017, the FCA announced that it will no longer persuade or compel banks to submit rates for the calculation of LIBOR after 2021 (the "FCA announcement"). In 2014, the Federal Reserve

System and the Federal Reserve Bank of New York created the Alternative Reference Rate Committee ("ARRC"). ARRC consists of a wide variety of market participants, trade organizations and ex officio regulators. In 2017, ARRC identified SOFR as the replacement for USD LIBOR. In October 2020, the International Swaps and Derivatives Association published its 2020 IBOR Fallbacks Protocol (the "2020 ISDA Protocol") which provides for replacement of USD LIBOR with SOFR upon a cessation of USD LIBOR. Publication of the one-week and two-month US Dollar LIBOR tenors permanently ceased after December 31, 2021 and the FCA has announced that publication of the overnight and twelve-month US Dollar LIBOR tenors will permanently cease after June 30, 2023. The FCA is considering whether to require the continued publication of one-month, three-month and six-month US Dollar LIBOR tenors on a synthetic basis for a further period after the end of June 2023. Any such synthetic LIBOR would not be for use in new contracts but is intended for use only in certain legacy contracts. ISDA has announced that the FCA statement represented an index cessation event under the IBOR Fallbacks Supplement and the IBOR Fallbacks Protocol triggering a fixing of the fallback spread adjustment at the point of announcement. There can be no assurance as to the timing or outcome of these and other LIBOR-related regulatory developments, the market reaction to such developments, or the effects of such developments on the Authority's contracts which reference LIBOR such as certain of its interest rate swaps.

The Authority continues to monitor the LIBOR related developments. The Authority has not yet entered into the 2020 ISDA Protocol.

The Consolidated Appropriations Act, 2022 that was signed into law on March 15, 2022 included, as Division U thereof, the Adjustable Interest Rate (LIBOR) Act (the "Federal LIBOR Fallback Legislation"). The Federal LIBOR Fallback Legislation contains provisions that: (i) provide for the reformation, by operation of law, of agreements that, by their terms, either do not contain benchmark rate fallback provisions or contain only fallback provisions that either are based upon LIBOR or require polling or inquiry as to interbank lending or deposit rates; (ii) in such cases, substitute, as a benchmark replacement rate, a rate identified by the Federal Reserve Board that is based on SOFR as of the first London banking day subsequent to (x) June 30, 2023 or (y) with respect to any tenor of LIBOR, another date upon which the Federal Reserve Board determines that such LIBOR tenor will cease to be published or to be representative (a "Board-Selected Benchmark Replacement"); (iii) preempt the operation of any state or local laws, statutes, rules, regulations or standards that relate to the selection or use of a benchmark replacement rate or that limit the manner of calculating interest as applicable to a Board-Selected Benchmark Replacement, in each case including associated conforming changes; and (iv) require the Federal Reserve Board to promulgate regulations to carry out its provisions within 180 days. The Federal LIBOR Fallback Legislation also includes additional provisions addressing legal consequences that might otherwise result from contractual modifications to substitute a SOFR-based benchmark replacement rate provisions for existing LIBOR-based rate provisions.

Additional Bonds

Under the General Indenture, the Authority may issue additional Bonds on parity with Outstanding Bonds for the purpose of financing Mortgage Loans, financing Mortgage-Backed Securities, making deposits in Funds and Accounts under the General Indenture, refunding Bonds or other Authority obligations, or any other lawful purposes of the Authority as specified in a Series Indenture. Additional Series of Bonds may be issued only upon filing a Cash Flow Certificate or a Cash Flow Statement, as appropriate, and Rating Certificate with the Trustee. See "Cash Flow Statements and Rating Certificates" above.

PLAN OF FINANCE

The Authority expects to use proceeds of the Series 2023A/B/C Bonds to: (a) refund at or in advance of maturity a portion of the Refunded Obligations; (b) purchase, and/or reimburse the Authority for its prior purchase of, FHLMC Securities, Fannie Mae Securities and GNMA Securities, or participation interests therein as described below; (c) pay certain termination payments on hedging contracts entered into in anticipation of the issuance of the Series 2023A/B/C Bonds; and (d) pay or reimburse the Authority for certain costs incurred in connection with the issuance of the Series 2023A/B/C Bonds.

The Authority expects that approximately $145,000,000 of the Mortgage-Backed Securities to be purchased with amounts deposited to the 2023 Series A/B/C Program Account will be participation interests in FHLMC Securities, Fannie Mae Securities and GNMA Securities pursuant to a Participation Agreement (as described under "SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Mortgage Loans and Mortgage-Backed Securities – Participation Agreements") providing for allocation of payments on such securities between Series of Bonds in the General Indenture and/or the Authority's Homeowner Resolution (see "OTHER SINGLE-FAMILY PROGRAMS OF THE AUTHORITY" below), to be entered into by the Authority and The Bank of New York Mellon Trust Company, N.A., in its capacities as Trustee under the Indenture and trustee under the Homeowner Resolution.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds in connection with the issuance of the Series 2023A/B/C Bonds are as follows, rounded to the nearest dollar:

Sources:

Principal Amount of Series 2023A Bonds	$120,000,000
Premium on Series 2023A PAC Bonds	2,587,077
Principal Amount of Series 2023B Bonds	37,500,000
Principal Amount of Series 2023C Bonds	37,500,000
Total Sources	$197,587,077

Uses:

Deposit into Tax-Exempt Bonds Subaccount of 2023 Series A/B/C Program Account to acquire Restricted Mortgage-Backed Securities (and participation interests in Restricted Mortgage-Backed Securities)	$84,240,000
Deposit into Taxable Bonds Subaccount of 2023 Series A/B/C Program Account to acquire Unrestricted Mortgage-Backed Securities (and participation interests in Unrestricted Mortgage-Backed Securities)	75,000,000
Refunding of Refunded Obligations	35,760,000
Costs of Issuance and Other Acquisition Costs	2,587,077
Total Uses	$197,587,077

THE AUTHORITY

Powers and Duties

The Authority is a body politic and corporate of the State created by the Act for the purposes of assisting in the financing of decent, safe and sanitary housing for persons and families of low and moderate income in the State and assisting in the financing of residential mortgages in the State. To accomplish its purposes, the Authority is authorized by the Act to make mortgage or other loans to nonprofit corporations and limited-profit entities for the acquisition, construction or rehabilitation of dwelling accommodations, to make loans for housing related commercial facilities, to issue or provide for the issuance of obligations secured by or representing an ownership interest in residential mortgages, to acquire, and to contract and enter into advance commitments to acquire residential mortgage loans from lending institutions, and to develop and own rental housing developments. The Act also authorizes the Authority to issue its bonds and notes to fulfill its corporate purposes, including the financing of mortgage and construction loans, the acquisition of residential mortgage loans, the making of loans for housing related commercial facilities and the refunding of bonds and notes previously issued to finance mortgage and construction loans. The Authority has issued various bonds and notes to finance mortgage loans and construction loans, to purchase residential mortgage loans from lending institutions and to make loans to private lending institutions for making new residential mortgage loans.

The Authority has the power under the Act to have up to $7,200,000,000 of bonds and notes outstanding, excluding those issued to refund its outstanding bonds and notes. As of December 31, 2022, the Authority had debt outstanding in the amount of $4,007,119,104.32, which consisted of general obligation debt, special limited obligation debt and conduit debt. The conduit debt, which is special limited obligation debt, accounts for $1,762,081,917.85 of the total as of that same date.

Membership

The Authority consists of nine Members appointed by the Governor of the State (the "Governor") with the advice and consent of the State Senate. The Act provides that not more than three Members may be from any one county in the State, not more than five must be of any one political party, and at least one must be a person of age 60 or older. Members hold office from the second Monday in January of the year of their respective appointments for a term of four years, and until their successors are appointed and qualified. The concurrence of five Members is required for action by the Authority. The Governor designates a Chairman from among the Members, and the Chairman is considered to be a Member for purposes of concurrence. The Chairman is the Authority's chief executive officer. The Members of the Authority serve without compensation. The Authority has determined by resolution to indemnify its Members and officers for any actions taken or omitted to be taken in performing their duties, except actions or omissions which constitute gross negligence or malfeasance.

The Members of the Authority are:

Members	Office
King Harris	Chairman – Chairman, Harris Holdings
Luz Ramirez	Vice Chairman – Chief Administrative Officer, YWCA Northwestern Illinois
Salvatore Tornatore	Treasurer – Principal, Tornatore Law Office
Tommy Arbuckle	Secretary – Developer
Sonia Berg	Member – Realtor, Ruhl & Ruhl Realtors
Daniel Hayes	Member – Senior Director of Structured Debt, New York Life Real Estate Investors
Brice Hutchcraft	Member – Market President, First State Bank (Monticello)
Thomas Morsch	Member – Managing Director, H2C Securities Inc.

There is currently one vacancy in the Authority's membership.

Management

The Authority employs a staff of approximately 343 persons, including persons who have experience and responsibilities in the areas of finance, accounting, law, mortgage loan underwriting, loan servicing, housing development, market analysis, construction, housing marketing and housing management.

KRISTIN FAUST, Executive Director, joined the Authority on November 12, 2019 and brings more than 25 years of affordable housing industry experience to the Authority. As the state's chief affordable housing official, Executive Director Faust provides leadership in state housing policy to advance the Authority's mission of financing the creation and preservation of affordable housing throughout Illinois. Prior to joining the Authority, Executive Director Faust served as President of Neighborhood Housing Services of Chicago (NHS), a community development organization committed to helping homeowners and strengthening neighborhoods. As President, Ms. Faust's strong leadership and holistic vision helped spur community revitalization by creating homeownership opportunities for those most vulnerable, improving not only their lives, but their neighborhoods as well. Before joining NHS, Executive Director Faust was Chief Credit Officer and Director of Lending & Network Services at Partners for the Common Good. In that role, she was responsible for the growth and oversight of the domestic and international loan portfolio. In addition, Executive Director Faust served as president of the Enterprise Community Loan Fund, one of the largest non-depository community development financial institutions in the country. Earlier in her career, Executive Director Faust spent 15 years in community development banking in Chicago, primarily with LaSalle National Bank, where she started the Community Development Lending Department. Her work in Chicago earned her distinction in Crain's Chicago Business "Forty Under 40" list. Ms. Faust is a graduate of Harvard University, where she obtained a Master in City and Regional Planning and Brown University, where she holds a Bachelor of Arts in Political Science and Philosophy.

LAWRENCE GRISHAM, Assistant Executive Director/Chief of Staff, joined the Executive Staff of IHDA in October 2021. Prior to IHDA, Mr. Grisham oversaw the City of Chicago's affordable housing programs and activities which included multifamily rental projects, single-family purchase/rehab assistance, foreclosure prevention/mitigation programs and housing preservation efforts. Financing tools included Low Income Housing Tax Credits, Donations Tax Credits, New Markets Tax Credits, tax exempt bonds, HOME/CDBG funds, TIF Funds and corporate funds. He also oversaw the Chicago Low Income Housing Trust Fund, which administers the largest locally-funded rental subsidy program for very low-income families in the country. Before working for Chicago, Mr. Grisham was a Senior Vice President at The Habitat Company where he managed the Community Development Group that focused on developing affordable and mixed income housing. Among his duties was the day-to-day management of Habitat's duties as the court-appointed Gautreaux Development Manager for the development of all new family housing for the Chicago Housing Authority. Prior to joining The Habitat Company, Mr. Grisham was Senior Vice President for Operations for Bethel New Life, a long-established community development corporation on Chicago's West Side. Mr. Grisham also worked for the City of Chicago in health planning and served as a Legislative Assistant to U.S. Senator Charles H. Percy and Congressman Ralph H. Metcalfe. While with Senator Percy, Mr. Grisham was instrumental in the passage of legislation that created the U.S. Department of Education. Mr. Grisham received a Master of Science in Human Services Administration from Spertus College and a Bachelor of Arts from Northwestern University.

KAREN DAVIS, Deputy Executive Director, joined the Authority in August of 2020. Ms. Davis most recently served as Vice-Chairman and Audit Committee Chair for the Illinois Housing Development Authority Board of Directors and the Executive Director of the Greater Peoria Local Initiatives Support Corporation (LISC), where she led a team dedicated to transforming distressed neighborhoods into healthy and sustainable communities of choice and opportunity. She has been passionately involved in community and economic development activities over the last 20 years, holding executive level positions within corporate America and with socially responsible not-for-profits focusing on strategic solutions to propel community and economic development initiatives. Before accepting the position with Greater Peoria LISC, Ms. Davis was Director of the Office of Planning and Economic Development for the city of Springfield, Illinois where she oversaw the city planning initiatives for housing and business development. Prior to her position with the city of Springfield, Ms. Davis was Senior Vice President and Regional Community Affairs Manager of Regions Bank, where she directed community and economic development initiatives across the Midwest. In that role, Ms. Davis, with the help of designated staff, identified and promoted programs that fostered and spurred community and economic development in Illinois, Indiana, Missouri, Iowa, Kentucky, Texas, and Arkansas. Ms. Davis received both a Bachelor of Arts Degree in Management and a Master of Arts Degree in Community Development from the University of Illinois at Urbana-Champaign. Ms. Davis is also the Past President of the National Association of State Housing Boards (NCSHB).

ED GIN, Chief Financial Officer and Assistant Treasurer, joined IHDA in 2020 as Chief Financial Officer. Ed possesses over 20 years of CFO experience leading bank holding companies, manufacturing businesses, private equity, and family offices. He served as a CFO in the Commercial Bank of J.P. Morgan Chase and for a global manufacturing company with 20 plants in 12 countries. Prior to this, he was the CFO of a leading Chicago-based private equity firm after beginning his career as a banker. Ed earned his M.B.A. in Finance and Marketing from the Kellogg School of Management at Northwestern University and his undergraduate degree in Economics and Statistics from Loyola University. He is a Certified Public Accountant, a licensed Illinois real estate broker, and Series 7 & 66 securities licensee. Ed also serves on the audit committee of the Chinese American Service League which provides social services and educational outreach. He has always been active in early-stage communities having served on the boards of the West Loop Gate, Near South Loop Planning Board, and Friends of Downtown.

MAUREEN G. OHLE, General Counsel and Assistant Secretary, joined the Authority in November 2010 as Senior Counsel and was promoted to General Counsel in August 2011. Before joining the Authority, she worked in the real estate group at Sidley Austin LLP, practicing in the firm's Chicago office. Prior to this, she worked for J.P. Morgan Chase Bank, N.A. in the commercial mortgage-backed securities group, having started her career at Sidley Austin's Washington, D.C. office from 2001 to 2007. Ms. Ohle holds a Bachelor of Arts degree in Political Studies from the University of Illinois-Springfield and a Juris Doctorate degree from The Catholic University of America Columbus School of Law.

TIMOTHY HICKS, Controller, joined the Authority in January 2019. Mr. Hicks is a Certified Public Accountant with over 23 years of public, financial and governmental experience. Before joining the Authority, Mr. Hicks worked at the Forest Preserve District of Cook County as the Comptroller. In that capacity, he was responsible for managing all aspects of Accounting and Finance including financial planning & reporting, budgeting, treasury, accounts payable, fixed assets and payroll. Prior to this he worked as the Assistant City Treasurer for the City of Chicago. Mr. Hicks received his Master of Business Administration in Finance and Marketing from University of Illinois, Chicago and his Bachelor of Science degree from Alabama State University in Accounting.

The offices of the Authority are located at 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601. The telephone number of the Authority is (312) 836-5200.

COVID-19 and Related Events

Certain external events, such as pandemics, natural disasters, severe weather, technological emergencies, riots, acts of war or terrorism or other circumstances, could potentially disrupt the Authority's ability to conduct its business. A prolonged disruption in the Authority's operations could have an adverse effect on the Authority's financial condition and results of operations. To plan for and mitigate the impact such an event may have on its operations, the Authority has developed, and continues to develop, a

Continuity of Operations Plan (the "Plan"). The Plan is designed to (i) ensure the ability to perform essential services across a wide range of emergencies and incidents and to enable the Authority to continue functions on which its customers and community depend, (ii) facilitate immediate, accurate and measured continuity activities after emergency conditions have been stabilized, (iii) reduce the time it takes to make critical decisions when such an event occurs, (iv) minimize the incident's effect on daily operations when returning from emergency response operations back to normalized operations, and (v) expedite restoration of services. No assurances can be given that the Authority's efforts to mitigate the effects of an emergency or other event will be successful in preventing any and all disruptions to its operations in the event of an emergency.

One such external event is the recent global outbreak of COVID-19 ("COVID-19"), a respiratory disease declared to be a pandemic (the "Pandemic") by the World Health Organization, which is affecting the national capital markets and which may negatively impact the State's housing market and its overall economy. The threat from the Pandemic is being addressed on a national, federal, state and local level in various forms, including executive orders and legislative actions.

Since the start of the COVID-19 Pandemic, Presidential administrations, Congress, the Federal Reserve, HUD/FHA (including Ginnie Mae), the Federal Housing Finance Agency (including Fannie Mae and Freddie Mac), the USDA Rural Development, the Veterans Administration, the Centers for Disease Control, the Consumer Financial Protection Bureau, the Governor of Illinois, and county and municipal public health officers across the State, have enacted legislation and/or issued orders or directives (collectively, "Governmental Actions") to alleviate the effects of COVID-19 on homeowners, renters, landlords, servicers and lenders. Governmental Actions have included loan forbearance directives, moratoriums on foreclosures and/or evictions, loan modification directives, loan servicing assistance, rental assistance, and homeownership loan assistance. Such legislation and/or orders have been extended and/or modified, and others have expired or been enjoined. While it is generally expected that new legislation may be enacted, new orders may be issued, and existing and new orders may be extended, modified, litigated, or allowed to expire, no guarantee can be made with regards to the duration and/or effectiveness of any such legislation or orders.

The Governmental Actions, and other future federal, state, and local measures may have both adverse and positive effects on the Authority's operations, financial condition and bond ratings. In addition, unemployment in the State, business closures and/or restrictions in the State and market fluctuation during the COVID-19 Pandemic may have an adverse effect on existing and future loans in the Authority's portfolio. The Authority continues to review the possible impacts of these various actions and events on its operations, financial condition, and bond ratings.

As of December 31, 2022, the Authority had granted COVID-19 related forbearance approvals for Mortgage Loans that are held under the General Indenture and currently in forbearance in an aggregate principal amount of 0.054% of the principal amount of such Mortgage Loans held under the General Indenture. The Authority had granted COVID-19 related forbearance approvals for first lien hard debt mortgage loans serviced by the Authority that are not under the General Indenture and currently in forbearance for approximately $128,829.45 million in aggregate principal amount of such mortgage loans. This represents 0.16% of the referenced mortgage loans in the Authority's portfolio. Of these loans in forbearance, 0.0% are making regularly scheduled payments, regardless of forbearance status.

On March 9, 2020, the Governor of Illinois delivered an initial disaster proclamation with respect to the COVID-19 Pandemic. This initial proclamation was extended pursuant to various additional proclamations. Under these proclamations, the Illinois Department of Health is directed to implement plans to protect the public health. In addition, the Governor has issued various executive orders. Under these latest orders the Governor has extended prior orders which prohibited the commencement of residential eviction actions and the enforcement of orders of eviction for residential properties in order to allow the Authority to distribute monetary assistance under the Emergency Rental Assistance ("ERA") and Emergency Mortgage Assistance ("EMA") programs directly or to landlords or property owners on behalf of eligible tenants or eligible homeowners. The ERA program provides renters impacted by COVID-19 $5,000 for current and past-due rent, as well as prepayment through 2020, whereas the EMA program will provide homeowners impacted by COVID-19 up to $15,000 to reinstate their mortgage and prepay through 2020. The Authority began accepting applications for the ERA and EMA programs on August 10, 2020 and August 24, 2020, respectively.

On March 11, 2021 United States Treasury authorized the Emergency Rental Assistance Program under the American Rescue Plan Act, which provided $21.55 billion for the Treasury to make payments to States (defined to include the District of Columbia), U.S. Territories (Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), and certain local governments with more than 200,000 residents (collectively, the "eligible grantees"). The purpose of these payments is to provide financial assistance, including payment of rent, rental arrears, utilities, home energy costs, utilities and home energy cost arrears and other costs related to housing, and housing stability services for eligible households, as well as cover the costs for other affordable rental housing and eviction prevention activities for eligible households. Under ERA 2, the State received approximately $558 million in funding to aid eligible households through existing or newly-created rental assistance programs. Illinois Department of Commerce and Economic Opportunity and eligible Illinois counties partnered with the Authority to administer and manage the Illinois Emergency Rental Assistance Program ("ERAP") to eligible Illinois households of approximately $504 million. As of December 31, 2021, all program funding had been disbursed.

On April 11, 2022, the Authority launched the Illinois Homeowner Assistance Fund (ILHAF) Program under the American Rescue Plan Act, which provided $21.55 billion for the Treasury to make payments to States (defined to include the District of Columbia), U.S. Territories (Puerto Rico, U.S. Virgin Islands, Guam, Northern Mariana Islands, and American Samoa), and certain local governments with more than 200,000 residents (collectively, the "eligible grantees"). The purpose of these payments is to provide assistance to homeowners who have suffered a financial hardship after January 21, 2020. Eligible households can apply for up to $30,000 in free assistance to pay past due mortgage payments, property taxes, property insurance, and delinquent homeowner and/or condo associate fees. Fully administered by the Authority, ILHAF will provide support to eligible households of approximately $309 million. As of May 31, 2022, applications are no longer being received.

The Pandemic is an ongoing situation. At this time the Authority cannot determine the overall impact that the Pandemic, including the federal and State responses thereto, will have on its programs and operations, including its ability to finance the purchase of Mortgage Loans and Mortgage-Backed Securities, to collect payments on such Mortgage Loans and Mortgage-Backed Securities, or to advance moneys as a seller/servicer of any mortgage-backed securities. However, the continuation of the Pandemic and the resulting containment and mitigation efforts could have a material adverse effect on the Authority, its programs and its operations.

THE GENERAL INDENTURE PROGRAM

The description of the General Indenture Program that follows reflects the current policies of the Authority and is subject to change, including in connection with the issuance of additional Bonds, which will be secured on a parity basis with the Series 2023A/B/C Bonds.

General

The purpose of the General Indenture Program is to provide funds to acquire Mortgage-Backed Securities with amounts available under the Series Program Accounts, which Mortgage-Backed Securities are backed by Mortgage Loans made to eligible borrowers ("Eligible Borrowers") for owner-occupied, one- to four-unit residences ("Qualified Residences"). Under the General Indenture, the Authority may also purchase Mortgage Loans (which are not underlying Mortgage-Backed Securities) made to Eligible Borrowers for Qualified Residences in accordance with the requirements of State and federal law and the General Indenture, and may offer Eligible Borrowers down payment assistance or closing cost assistance.

Under the Authority's current program, Eligible Borrowers may receive second-lien loans for such down payment assistance or closing cost assistance ("Assistance Loans"): (i) in the amount of $10,000 with a term of 10 years, bearing interest at 0% per annum with equal monthly payments of principal to amortize the loan over its term; or (ii) in the amount of $7,500 with a term of 5 years, bearing interest at 0% per annum with equal amounts of principal forgiven each month over its term; or (iii) in an amount of 4% of the purchase price, not to exceed $6,000, with a term of 10 years, bearing interest at 0% per annum with equal amounts of principal forgiven each month over its term; or (iv) in an amount of 5% of the purchase price, not to exceed $7,500 with a term of 30 years, unless repaid sooner in the event of a refinance or sale of the property, at which time the funds will be due bearing interest at 0% per annum. Any remaining balance of an Assistance Loan is due upon the refinancing of the borrower's first-lien mortgage loan.

Mortgage-Backed Securities

Each Mortgage-Backed Security purchased by the Authority under the General Indenture must be a GNMA Security, a Fannie Mae Security or an FHLMC Security (or a participation interest in any of them pursuant to a Participation Agreement). Each Mortgage Loan underlying a Mortgage-Backed Security must meet the general conditions of the Authority's General Indenture Program as well as all other conditions of GNMA, Fannie Mae or FHLMC, as the case may be, all as set forth in the Master Servicing Agreement, the Master Servicer Lender Guide and the GNMA Guide, the Fannie Mae Guide and the FHLMC Guide, as the case may be (the "Program Agreements").

Under the Master Servicing Agreement, the Master Servicer determines the eligibility of Mortgage Loans prior to pooling them for the purpose of issuing a Mortgage-Backed Security for purchase by the Authority. Each Mortgage Loan that backs a GNMA Security must be FHA-insured or VA- or USDA/RD-guaranteed, and each Mortgage Loan that backs a Fannie Mae Security or an FHLMC Security must be insured by a private mortgage insurance policy (if in an amount in excess of certain loan-to-value ratios). Further, each Mortgage Loan that backs a Mortgage-Backed Security must (i) be made only to an Eligible Borrower for the purpose of providing financing for the purchase, or in certain circumstances set forth in a Series Indenture, the refinancing, of a Qualified Residence and (ii) meet the origination and loan-to-value standards set forth in the Program Agreements. The maximum loan-to-value ratio will be the FHA maximum with respect to the FHA-insured Mortgage Loans, the VA maximum with respect to VA-guaranteed Mortgage Loans, the USDA/RD maximum with respect to USDA/RD-guaranteed Mortgage Loans and the Fannie Mae and FHLMC maximums, as the case may be, with respect to conventional Mortgage Loans. Each Mortgage Loan underlying a Mortgage-Backed Security will provide for substantially level monthly payments of principal and interest on the first day of each month.

Program Eligibility

Under the Act, the Authority may acquire Mortgage-Backed Securities consisting of pools of Mortgage Loans secured by a lien on real property located within the State and improved by a residential structure, or unimproved if the Mortgage Loan proceeds are used for the erection of a residential structure.

The Authority has adopted rules and regulations for Mortgage Loans governing, among other things, the types of residences, the eligibility requirements for borrowers, the mortgage lenders and the Mortgage Loans.

The General Indenture provides that the details of the Mortgage Loans to be purchased with the proceeds of a Series of Bonds or to be pooled into Mortgage-Backed Securities to be purchased with the proceeds of a Series of Bonds must conform to any Series Program Determinations set forth in the related Series Indenture.

The Authority will adjust the limitations on Eligible Borrower household gross income and acquisition costs from time to time in accordance with requirements of the Code. There is no assurance that any such adjustments will not reduce the maximum Eligible Borrower household gross income or the maximum acquisition cost applicable to the General Indenture Program.

Origination and Purchase of Mortgage-Backed Securities

Historically, the Authority purchased Mortgage Loans from Mortgage Lenders which were approved by the Authority and which entered into mortgage purchase agreements with the Authority (each, a "Purchase Agreement"). The Purchase Agreement, together with the Master Servicing Agreement, allows Mortgage Lenders to originate and sell Mortgage Loans to U.S. Bank National Association, as master servicer (the "Master Servicer") in order that the Master Servicer may pool such Mortgage Loans into Mortgage-Backed Securities and sell them to the Authority. The terms of the Purchase Agreements are subject to change so long as there is compliance with State and federal law and the Indenture.

Mortgage Lenders must process all Mortgage Loans in compliance with the requirements of the Purchase Agreements and the Master Servicing Agreement. The Mortgage Lender performs the initial underwriting of the Mortgage Loan. Credit underwriting must be in compliance with:

(i) accepted mortgage industry underwriting standards;

(ii) for Mortgage Loans required to have private mortgage insurance, standards approved by the qualified private mortgage insurer;

(iii) for Mortgage Loans that are FHA-insured, VA-guaranteed or USDA/RD-guaranteed, standards specified by the applicable agency; and

(iv) for Mortgage Loans that are to be pooled into Mortgage-Backed Securities, standards specified in the Program Agreements. The Authority's procedure manual emphasizes use of FHA underwriting guidelines (other than with respect to VA-insured Mortgage Loans or USDA/RD-guaranteed Mortgage Loans, which shall be subject to VA or USDA/RD underwriting guidelines, respectively).

The Mortgage Lender must obtain an application package consisting of all required credit and employment information, appraisals, affidavits, certificates and other documents required by the Master Servicer Lender Guide and forward the application package to the Master Servicer. The Master Servicer, in accordance with the applicable procedures under the Master Servicing Agreement, reviews the compliance package and mortgage file for each Mortgage Loan to be pooled in order to back a Mortgage Security and determines its acceptability before pooling them into a related Mortgage-Backed Security.

The Authority purchases Mortgage-Backed Securities backed by pools of Mortgage Loans in accordance with the provisions of the Master Servicing Agreement. All Mortgage Loans financed through the acquisition of Mortgage-Backed Securities must meet (i) any requirements outlined in the applicable Series Program Determination, (ii) the requirements of the GNMA Guide, the Fannie Mae Guide or the FHLMC Guide, as applicable, and (iii) the requirements of the Master Servicing Agreement. The purchase price for Mortgage Loans underlying Mortgage-Backed Securities will be the price set forth in the Master Servicing Agreement, as amended from time to time.

Loan Servicing

Pursuant to the Master Servicing Agreement with the Master Servicer, the Master Servicer is responsible for servicing the Mortgage Loans underlying the Mortgage-Backed Securities. Such Mortgage Loans must be in the form of a mortgage or other instrument approved by the FHA in the case of an FHA insured loan, USDA/RD in the case of a loan guaranteed by USDA/RD, Fannie Mae or FHLMC in the case of a conventional loan, or as approved by the Authority for other loans and which meets the requirements set forth in the Purchase Agreement.

Pursuant to the Master Servicing Agreement, the Master Servicer is expected to issue GNMA Securities, and acquire Fannie Mae Securities and FHLMC Securities, in each case backed by Mortgage Loans which the Master Servicer has purchased from the Mortgage Lenders, and sell such Mortgage-Backed Securities to the Authority. From time to time proceeds of Bonds will be used to reimburse the Authority for the purchase price of Mortgage-Backed Securities (which meet the requirements of the General Indenture Program and the applicable Series Program Determinations) previously purchased by the Authority. Upon such reimbursement, those Mortgage-Backed Securities are transferred to the General Indenture as Pledged Property.

Under the Master Servicing Agreement, the Master Servicer is primarily responsible for the purchase, pooling and servicing of Mortgage Loans that underlie Mortgage-Backed Securities that are to be purchased by the Authority under the General Indenture Program.

Under the terms of the Master Servicing Agreement, the Master Servicer must service the applicable Mortgage Loans in accordance with generally accepted practices of the mortgage lending industry, the Master Servicing Agreement and with the requirements of the GNMA Guide, Fannie Mae Guide or FHLMC Guide, as applicable, including maintenance of all accounts required thereby, cause monthly principal and interest payments under the GNMA Securities, Fannie Mae Securities and FHLMC Securities to be paid to the Trustee in accordance with the GNMA Guide, the Fannie Mae Guide or FHLMC Guide, and perform all loan servicing duties in accordance and in compliance with the applicable mortgage loan guarantors, mortgage loan insurer's (FHA-HUD), private mortgage loan insurers', and mortgage loan security agencies' (GNMA, Fannie Mae, Freddie Mac) published guidelines.

The Master Servicer has agreed not to consent to any changes in the terms and conditions of any Mortgage Loan, the release of specified property from the lien of a Mortgage or the grant of an easement or right of way upon property securing a Mortgage Loan, except any such amendment, release or grant which is not inconsistent with or prejudicial to the rights and interests of GNMA, Fannie Mae or FHLMC, the Authority, the Trustee or the owners of the Bonds; provided that no such change may affect the time or amounts of payment of principal and interest on any Mortgage Loan or the obligation to pay taxes and maintain insurance on the property securing any Mortgage Loan at the times and in the manner specified in the Purchase Agreements.

The Master Servicer must diligently enforce and take all reasonable steps, actions and the proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage Loans, including the prompt payment of all Mortgage Loan principal and interest payments and all other amounts due thereunder and compliance with all provisions of the Purchase Agreements. Except as provided in the

Purchase Agreements, the Master Servicer has agreed not to release the obligations of any mortgagor under any Mortgage Loan.

The Master Servicer must undertake reasonable efforts to collect all payments required under the terms and provisions of the Mortgage Loans it is obligated to service. The Master Servicer shall, at a minimum, take the following actions in an effort to mitigate the potential for losses resulting from delinquent Mortgage Loans: (i) if a Mortgage Loan becomes delinquent for 17 days, contact the mortgagor via automated telephone call; (ii) if a Mortgage Loan is delinquent for more than 17 days but less than 30 days, contact the mortgagor via a second automated telephone call; (iii) if a Mortgage Loan is delinquent for more than 30 days, contact the mortgagor via personal telephone call; (iv) if a Mortgage Loan is delinquent for more than 30 days but less than 60 days, contact the mortgagor by written notice and personal telephone call; and (v) if a Mortgage Loan is delinquent for more than 60 days, send to the mortgagor any loss mitigation materials deemed appropriate by the Master Servicer and offer to the mortgagor extended delinquencies options, as permissible.

Information Concerning the Master Servicer

THE FOLLOWING INFORMATION ABOUT THE SERVICER RELATES TO AND WAS SUPPLIED BY U.S. BANK NATIONAL ASSOCIATION. SUCH INFORMATION HAS NOT BEEN VERIFIED BY THE AUTHORITY, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL AND IS NOT GUARANTEED AS TO COMPLETENESS OR ACCURACY BY AND IS NOT TO BE CONSTRUED AS A REPRESENTATION OF, THE AUTHORITY, THE UNDERWRITERS, THEIR COUNSEL OR BOND COUNSEL.

The Servicer is U.S. Bank National Association. As of December 31, 2022, the Servicer serviced 1,371,263 single-family mortgage loans purchased through its U.S. Bank Home Mortgage Division, with an aggregate principal balance of approximately $239.8 billion. The Servicer currently services single-family mortgage loans for State and Local Housing Finance Authorities, mutual savings banks, life insurance companies, savings and loan associations, commercial banks, as well as Fannie Mae, GNMA and Freddie Mac.

As of December 31, 2022, according to its unaudited quarterly financial statements, U.S. Bancorp had total assets of approximately $674.8 billion and a net worth of $50.8 billion. For the twelve months ending December 31, 2022, the Servicer, through its U.S. Bank Home Mortgage Division, originated and purchased single-family mortgage loans in the total principal amount of approximately $57.3 billion.

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

The Servicer is not liable for the payment of the principal of the Bonds or the interest or redemption premium, if any thereon.

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

OTHER SINGLE-FAMILY PROGRAMS OF THE AUTHORITY

Single-Family Mortgage Loan Programs

In addition to the General Indenture Program (which is more fully described under the caption "THE GENERAL INDENTURE PROGRAM"), the Authority has issued bonds to fund its single-family mortgage loan purchase program under its: (a) Homeowner Mortgage Revenue Bonds General Resolution adopted on July 15, 1994, as amended and restated on September 19, 2008 (as subsequently supplemented and amended, the "Homeowner Resolution"); and (b) Residential Mortgage Revenue Bond General Indenture adopted on August 19, 1983 (as amended and supplemented, the "1983 Resolution"). Bonds issued under the Homeowner Resolution are used for the purpose of acquiring Mortgage Loan and Mortgage-Backed Securities. As of December 31, 2022, $188,400,000 aggregate principal amount of Bonds were Outstanding under the Homeowner Resolution. As of December 31, 2022, Mortgage Loans outstanding in the program account under the Homeowner Resolution totaled $98,727,483.01 and Mortgage-Backed Securities outstanding in the program account under the Homeowner Resolution totaled $67,246,185.96. Bonds issued under the 1983 Resolution were used for the purpose of purchasing mortgage loans from approved lending institutions located throughout the State, on owner-occupied, one-to-four unit dwellings acquired by eligible buyers. From 1983 through 1993, the Authority issued 32 series of bonds (none of which remain outstanding) under the 1983 Resolution for an aggregate amount of approximately $1.8 billion in lendable proceeds. The Authority does not expect to issue additional bonds under the 1983 Resolution.

Housing Revenue Bonds

In the years 2011, 2012 and 2013, the Authority issued (i) $67,638,829 Housing Revenue Bonds, Series 2011 (Mortgage-Backed Securities), (ii) $40,863,097 Federally Taxable Housing Revenue Bonds, Series 2012A (MBS Pass-Through Program), (iii) $78,750,000 Housing Revenue Bonds, Series 2013A (MBS Pass-Through Program), (iv) $21,250,000 Federally Taxable Housing Revenue Bonds, Series 2013B (MBS Pass-Through Program), and (v) $16,926,210 Housing Revenue Bonds, Series 2013C (MBS Pass-Through Program) (collectively, the "MBS Series") to acquire mortgage-backed securities relating to homeownership loans. Such bonds supplemented the Authority's single-family program financing for the period between the issuance of the Authority's Homeowner Mortgage Revenue Bonds, 2011 Series D and B, and the issuance of the Authority's Homeowner Mortgage Revenue Bonds, 2014 Series E (Non-AMT) on July 24, 2014. The MBS Series were all issued under closed indentures and are not secured in any way by the General Indenture and, also, do not constitute a general obligation of the Authority.

The MBS Series are fully originated. The Authority reserves the right to issue further similar series of Bonds in the future, some of which might compete with the issuance of future series of Bonds under the General Indenture.

Other Programs

In addition to the General Indenture Program and other single-family programs of the Authority, the Authority has also established various multi-family mortgage loan programs to be used to finance new mortgage loans, and to make additional loans for, multi-family developments.

TAX MATTERS

General

In the opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel, under existing federal statutes, decisions, regulations and rulings, interest on the Tax-Exempt Bonds is excludable from gross income under Section 103 of the Code for federal income tax purposes. The interest on the Tax-Exempt Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. However, for tax years beginning after December 31, 2022, the interest on the Tax-Exempt Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax. These opinions are conditioned on continuing compliance by the Authority with the Tax Covenants (hereinafter defined). Failure to comply with the Tax Covenants could cause interest on the Tax-Exempt Bonds to become includable in gross income for federal income tax purposes retroactive to the date of issuance of the Tax-Exempt Bonds. See APPENDIX F – "FORM OF OPINION OF BOND COUNSEL" attached hereto.

Bond Counsel is further of the opinion that under the Act, in its present form, the Series 2023A/B/C Bonds and all income from the Series 2023A/B/C Bonds are free from all taxation of the State of Illinois or its political subdivisions except for estate, transfer and inheritance taxes. Future legislation enacted in the State of Illinois could alter the Illinois State tax status of bonds issued by the Authority prior to enactment. There is no way to predict the scope of future legislative proposals, and whether such proposals, if enacted, will alter the tax status of the Series 2023A/B/C Bonds. In addition, the Series 2023A/B/C Bonds and the income therefrom may be subject to taxation under the laws of states other than the State of Illinois. See APPENDIX F – "FORM OF OPINION OF BOND COUNSEL" attached hereto.

The Code imposes certain requirements which must be met subsequent to the issuance of the Tax-Exempt Bonds as a condition to the excludability from gross income of interest on the Tax-Exempt Bonds for federal income tax purposes. The Authority will covenant not to take any action, within its power and control, nor fail to take any action with respect to the Tax-Exempt Bonds, that would result in the loss of the excludability from gross income for federal income tax purposes of interest on the Tax-Exempt Bonds pursuant to Section 103 of the Code (collectively, the "Tax Covenants"). The Indenture and certain other certificates and agreements to be delivered on the date of delivery of the Tax-Exempt Bonds establish procedures under which compliance with the requirements of the Code can be met. See also APPENDIX A – "CERTAIN ADDITIONAL FEDERAL INCOME TAX MATTERS."

The Code also subjects taxpayers to an alternative minimum tax on a taxpayer's "alternative minimum taxable income," which, in general terms, consists of a taxpayer's regular taxable income plus its tax preferences and special adjustments with respect to certain deductions used by a corporation to compute taxable income. One of the preference items for individuals included in determining alternative minimum taxable income is interest on certain private activity bonds.

Although Bond Counsel will render an opinion that interest on the Tax-Exempt Bonds is excludable from federal gross income and that interest on the Tax-Exempt Bonds is free from all taxation of the State of Illinois or its political subdivisions except for estate, transfer and inheritance taxes, the accrual or receipt of interest on the Tax-Exempt Bonds may otherwise affect a bondholder's federal income tax or state tax liability. The nature and extent of these other tax consequences will depend upon the bondholder's particular tax status and a bondholder's other items of income or deduction. Taxpayers who may be affected by such other tax consequences include, without limitation, financial institutions, certain insurance companies, S corporations, certain foreign corporations, individual recipients of Social Security or railroad retirement benefits and taxpayers who may be deemed to have incurred (or continued) indebtedness to purchase or carry the Tax-Exempt Bonds. Bond Counsel expresses no opinion regarding any other such tax consequences. Prospective purchasers of the Tax-Exempt Bonds should consult their tax advisors with regard to the tax consequences of owning the Tax-Exempt Bonds.

Bond Premium

The initial offering price of the 2023 Series A PAC Bonds is greater than the principal amounts payable at maturity. As a result, the 2023 Series A PAC Bonds will be considered to be issued with amortizable bond premium (the "Bond Premium"). An owner who acquires a 2023 Series A PAC Bond in the initial offering will be required to adjust the owner's basis in the 2023 Series A PAC Bond downward as a result of the amortization of the Bond Premium, pursuant to Section 1016(a)(5) of the Code. Such adjusted tax basis will be used to determine taxable gain or loss upon the disposition of the 2023 Series A PAC Bond (including sale, redemption or payment at maturity). The amount of amortizable Bond Premium will be computed on the basis of the taxpayer's yield to maturity with compounding at the end of each accrual period. Rules for determining (i) the amount of amortizable Bond Premium and (ii) the amount amortizable in a particular year are set forth in Section 171(b) of the Code. No income tax deduction for the amount of amortizable Bond Premium will be allowed pursuant to Section 171(a)(2) of the Code, but amortization of Bond Premium may be taken into account as a reduction in the amount of tax exempt income for purposes of determining other tax consequences of owning the 2023 Series A PAC Bonds. Owners of the 2023 Series A PAC Bonds should consult their tax advisors with respect to the precise determination for federal income tax purposes of the treatment of Bond Premium upon the sale or other disposition of 2023 Series A PAC Bonds and with respect to the state and local tax consequences of owning and disposing of the 2023 Series A PAC Bonds.

Special rules governing the treatment of Bond Premium, which are applicable to dealers in tax-exempt securities are found at Section 75 of the Code. Dealers in tax-exempt securities are urged to consult their own tax advisors concerning treatment of Bond Premium.

Tax Status of the Taxable Bonds

The following discussion summarizes the material United States federal income tax consequences generally applicable to the purchase, ownership and disposition of Taxable Bonds by a beneficial owner thereof (the "Owner"). The discussion is limited to the tax consequences to the initial investors of the Taxable Bonds who purchase the Taxable Bonds at the issue price within the meaning of Section 1273 of the Code and generally does not address the tax consequences to subsequent purchasers of Taxable Bonds. The discussion does not purport to be a complete analysis of all of the potential United States federal income tax consequences relating to the purchase, ownership and disposition of Taxable Bonds, nor does this discussion address any state, local, foreign taxes, or federal estate or gift tax consequences. Moreover, there can be no assurance that the IRS will not take a contrary view, and no ruling from the IRS has been, or is expected to be, sought on the issues discussed herein, potentially with retroactive effect. Legislative, judicial, or administrative changes or interpretations may occur that could alter or modify the statements and conclusions set forth herein. Any such changes or interpretations may or may not be retroactive and could adversely affect the tax consequences discussed below. **Interest on the Taxable Bonds is not excludable from gross income from federal income tax purposes.**

The following is a summary of certain material federal income tax consequences of holding and disposing of the Taxable Bonds. This summary is based upon laws, regulations, rulings and judicial decisions now in effect. Legislative, judicial and administrative changes may occur, possibly with retroactive effect, that could alter or modify the continued validity of the statements and conclusions set forth herein. This summary does not discuss all aspects of federal income taxation that may be relevant to investors. This summary is intended as a general explanatory discussion of the consequences of holding the Taxable Bonds generally and does not purport to furnish information in the level of detail or with the investor's specific tax circumstances that would be provided by an investor's own tax advisor. For example, except as explicitly provided below, it generally is addressed only to original purchasers of the Taxable Bonds that are "U.S. Holders" (as defined below), deals only with Taxable Bonds held as capital assets within the meaning of Section 1221 of the Code and does not address tax consequences to holders that may be relevant to investors subject to special rules, such as individuals, trusts, estates, tax-exempt investors, cash method taxpayers, dealers in securities, currencies or commodities, banks, thrifts, insurance companies, electing large partnerships, mutual funds, regulated investment companies, real estate investment trusts, S corporations, persons that hold Taxable Bonds as part of a straddle, hedge, integrated or conversion transaction, and persons whose "functional currency" is not the U.S. dollar. In addition, this summary does not address alternative minimum tax issues or the indirect consequences to a holder of an equity interest in a holder of Taxable Bonds. This summary was prepared in connection with the offering of the Taxable Bonds. Each prospective investor should consult with its own tax advisor regarding the application of United States federal income tax laws, as well as any state, local, foreign or other tax laws, to such investor's particular situation.

As used herein, a "U.S. Holder" is a "U.S. person" that is a beneficial owner of a Taxable Bond. A "Non-U.S. Holder" is a holder (or beneficial owner) of a Taxable Bond that is not a U.S. Person. For these purposes, a "U.S. person" is a citizen or resident of the United States, a corporation or partnership created or organized in or under the laws of the United States or any political subdivision thereof (except, in the case of a partnership, to the extent otherwise provided in Treasury regulations), an estate the income of which is subject to United States federal income taxation regardless of its source or a trust if (i) a United States court is able to exercise primary supervision over the trust's administration and (ii) one or more United States persons have the authority to control all of the trust's substantial decisions. If a partnership (or an entity taxable as a partnership) holds Taxable Bonds, the United States federal income tax treatment of a partner generally will depend upon the status of the partner and the tax status of the partnership. Partners of partnerships holding Taxable Bonds should consult their own tax advisors with regard to the U.S. federal income tax treatment of the purchase, ownership and disposition of the Taxable Bonds.

The Taxable Bonds will be treated, for federal income tax purposes, as a debt instrument. Accordingly, interest will be included in the income of the holder as it is paid (or, if the holder is an accrual method taxpayer, as it is accrued) as interest.

If the excess of the stated redemption price at maturity of a Taxable Bond over its "issue price" exceeds a specified de minimis amount (generally equal to 0.25% of the stated redemption price at maturity multiplied by the number of complete years to maturity), the excess is treated as original issue discount ("OID"). The issue price of the Taxable Bonds is the first price at which a substantial amount of the Taxable Bonds is sold to the public. The issue price of the Taxable Bonds is expected to be the amount set forth on the inside cover pages of this Official Statement but is subject to change based on actual sales.

With respect to a U.S. Holder that purchases in the initial offering a Taxable Bond issued with OID, the amount of OID that accrues during any accrual period equals (i) the "adjusted issue price" of the Bond at the beginning of the accrual period (which price equals the issue price of such Taxable Bond plus the amount of OID that has accrued on a constant-yield basis in all prior accrual periods minus the amount of any payments, other than "qualified stated interest," received on the Taxable Bond in prior accrual periods) multiplied by (ii) the yield to maturity of such Taxable Bond (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of each accrual period) less (iii) any qualified stated interest payable on the Taxable Bond during such accrual period. The amount of OID so accrued in a particular accrual period will be considered to be received ratably on each day of the accrual period.

A U.S. Holder of a Taxable Bond issued with OID must include in gross income for federal income tax purposes the amount of OID accrued with respect to each day during the taxable year that the U.S. Holder owns a Taxable Bond. Such an inclusion in advance of receipt of the cash attributable to the income is required even if the U.S. Holder is on the cash method of accounting for United States federal income tax purposes. The amount of OID that is includible in a U.S. Holder's gross income will increase the U.S. Holder's tax basis in a Taxable Bond. The adjusted tax basis in a Taxable Bond will be used to determine taxable gain or loss upon a disposition (for example, upon a sale or retirement) of the Taxable Bond.

A holder of a Taxable Bond who purchases such Taxable Bond at a cost that exceeds the stated principal amount of such Taxable Bond will have amortizable bond premium equal to such excess. If the holder elects to amortize the bond premium, such election will apply to all Taxable Bonds held by the holder on the first day of the taxable year to which the election applies, and to all Taxable Bonds thereafter acquired by the holder. The premium must be amortized using constant yield principles based on the purchaser's yield to maturity. Amortizable bond premium is generally treated as an offset to interest income, but a reduction in basis is required for amortizable bond premium even though such premium is applied to reduce interest payments. Bond premium on a Taxable Bond held by a holder that has not elected to amortize bond premium will decrease the gain or loss otherwise recognized on the disposition of the Taxable Bond.

If a holder purchases the Taxable Bonds after the initial offering for an amount that is less than the principal amount of the Taxable Bonds, and such difference is not considered to be de minimis, then such discount will represent market discount that ultimately will constitute ordinary income (and not capital gain). Further, absent an election to accrue market discount currently, upon a sale or exchange of a Taxable Bond, a portion of any gain will be ordinary income to the extent it represents the amount of any such market discount that was accrued through the date of sale. In addition, absent an election to accrue market discount currently, the portion of any interest expense incurred or continued to carry a market discount Bond that does not exceed the accrued market discount for any taxable year, will be deferred.

Medicare Tax

An additional 3.8% tax will be imposed on the net investment income (which includes interest, original issue discount and gains from a disposition of a Taxable Bond) of certain individuals, trusts and estates. Prospective investors in the Taxable Bonds should consult their tax advisors regarding the possible applicability of this tax to an investment in the Taxable Bonds.

Sale and Exchange of a Taxable Bond; Defeasance

Upon a sale or exchange of a Taxable Bond, a holder generally will recognize gain or loss on the Taxable Bonds equal to the difference between the amount realized on the sale and its adjusted tax basis in such Taxable Bond. Such gain or loss generally will be capital gain (although any gain attributable to accrued market discount of the Taxable Bond not yet taken into income will be ordinary) if the holder holds a Taxable Bond as a capital asset. The adjusted basis of the holder in a Taxable Bond (without OID) will (in general) equal its original purchase price and decreased by any payments received on the Taxable Bond. In general, if the Taxable Bond is held for longer than one year, any gain or loss would be long term capital gain or loss, and capital losses are subject to certain limitations.

If the Taxable Bonds are legally defeased, under current tax law a holder will be deemed to have sold or exchanged such Taxable Bond. In the event of such a legal defeasance, a holder generally will recognize gain or loss on the deemed exchange of the Taxable Bond. Ownership of the Taxable Bonds after a deemed sale or exchange as a result of a legal defeasance may have tax consequences different than those described in this "TAX MATTERS" section and each holder should consult its own tax advisor regarding the consequences to such holder of a legal defeasance of the Taxable Bonds.

Backup Withholding

The Trustee must report annually to the IRS and to each U.S. Holder any interest that is payable to the U.S. Holder, subject to certain exceptions. Backup withholding is not an additional tax. The amount of any backup withholding from a payment to a U.S. Holder will be allowed as a credit against the U.S. Holder's federal income tax liability and may entitle the owner to a refund, provided that the required information is timely furnished to the IRS. U.S. Holders should consult their tax advisors concerning the application of information reporting and backup withholding rules.

Certain U.S. Federal Income and Estate Tax Consequences to Non-U.S. Holders

This section describes certain U.S. federal income and estate tax consequences to Non-U.S. Holders.

Payments of interest (including OID) on a Taxable Bond to an owner that is not a United States Holder (a "*Non-U.S. Holder*") are generally not subject to United States federal income tax or nonresident withholding tax so long as the requirements under Code Section 871(h) are satisfied, including that that:

- the Non-U.S. Holder is not actually or constructively a "10-percent shareholder" under Section 871(h) or 881(c)(3)(B) of the Code;
- the Non-U.S. Holder is not, for United States federal income tax purposes, a controlled foreign corporation with respect to which the Authority is a "related person" within the meaning of Section 881(c)(3)(C) of the Code;
- the Non-U.S. Holder is not a bank receiving interest described in Section 881(c)(3)(A) of the Code;
- the certification requirements under Section 871(h) or 881(c) of the Code and regulations (summarized below) are met; and
- the Taxable Bond interest is not effectively connected with the conduct by the Non-U.S. Holder of a trade or business in the United States under Section 871(b) or Section 882 of the Code.

In order to obtain the exemption from income and withholding tax, either (1) the Non-U.S. Holder must provide its name and address, and certify, under penalties of perjury on Internal Revenue Service Form W-8BEN, W-8BEN-E, W-8IMY or W-8EXP, as applicable, to the Authority, its paying agent, or other applicable withholding agent as the case may be, that such Owner is a Non-U.S. Holder or (2) a securities clearing organization, bank or other financial institution that holds customers' securities in the ordinary course of its trade or business ("Financial Institution") and holds a Taxable Bond on behalf of the Non-U.S. Holder, must certify, under penalties of perjury, to the Authority or its paying agent that such certificate has been received from the Owner by it or by any intermediary Financial Institution and must furnish the Authority or its paying agent with a copy of the certificate. A certificate is generally effective only with respect to payments of interest made to the certifying Non-U.S. Holder after issuance of the certificate in the calendar year of its issuance and the two immediately succeeding calendar years. A Non-U.S. Holder who does not satisfy the exemption requirements under Code Section 871(h) is generally subject to United States withholding tax on payments of interest (including OID).

Interest on a Taxable Bond (including OID) that is effectively connected with the conduct of a United States trade or business by the Non-U.S. Holder is generally subject to United States federal income tax in the same manner as with a United States Owner, except to the extent otherwise provided under an applicable tax treaty. Effectively connected interest income received by a corporate Non-U.S. Holder may also, under certain circumstances, be subject to an additional branch profits tax. Effectively connected interest income will not be subject to withholding tax if the Non-U.S. Holder delivers a properly completed Internal Revenue Service Form W-8ECI to the Trustee.

Foreign Account Tax Compliance Act

Pursuant to the Foreign Account Tax Compliance Act (commonly referred to as "FATCA"), foreign financial institutions (which term includes most foreign banks, hedge funds, private equity funds, mutual funds, securitization vehicles and other investment vehicles) and certain other foreign entities generally must comply with certain information reporting rules with respect to their U.S. account holders and investors or confront a withholding tax on U.S.-source payments made to them (whether received as a Beneficial Owner or as an intermediary for another party). A foreign financial institution or such other foreign entity that does not comply with the FATCA reporting requirements will generally be subject to a 30% withholding tax with respect to any "withholdable payments." For this purpose, withholdable payments generally include U.S.-source payments otherwise subject to nonresident withholding tax (e.g., U.S.-source interest including OID) and also include the entire gross proceeds from the sale or other disposition of any debt instruments of U.S. issuers, even if the payment would otherwise not be subject to U.S. nonresident withholding tax (e.g., because it is capital gain). Under the applicable final Treasury regulations, withholding under FATCA, if required, generally will apply to payments of U.S.-source interest on the bonds and to payments of gross proceeds from dispositions (including redemptions) of the bonds. However, the IRS issued proposed Treasury regulations that eliminate withholding on payments of gross proceeds (but not on payments of interest). Pursuant to the proposed Treasury regulations, the Authority and any applicable withholding agent may (but are not required to) rely on this proposed change to FATCA withholding until the final regulations are issued or the proposed regulations are withdrawn. Foreign financial institutions located in jurisdictions that have an intergovernmental agreement with the United States pursuant to FATCA may be subject to different rules with respect to information reporting and related requirements.

The Authority will not pay any additional amounts in respect of any amounts withheld, including pursuant to FATCA. Under certain circumstances, a holder might be eligible for refunds or credits of such taxes. Holders are urged to consult with their own tax advisors regarding the effect, if any, of the FATCA provisions to them based on their particular circumstances.

SPECIAL CONSIDERATIONS RELATING TO THE REMARKETING OF THE VARIABLE RATE BONDS

TD Securities (USA) LLC will serve as initial Remarketing Agent for the Variable Rate Bonds pursuant to a Remarketing Agreement dated as of March 1, 2023 (the "Remarketing Agreement") between it and the Authority. The Remarketing Agent may at any time resign and be discharged of its duties and obligations under the Remarketing Agreement only after a successor remarketing agent has been appointed, except that if the Remarketing Agent gives notice of its resignation to the Authority, the Trustee, the Tender Agent and any credit enhancement provider and the Authority has not appointed a successor remarketing agent within thirty days thereafter, the Remarketing Agent may resign at any time 60 days after the end of such 30-day period whether or not a successor is appointed. Under the Remarketing Agreement, the Authority must use its best efforts to appoint a successor remarketing agent. A successor remarketing agent must meet the criteria in the applicable in the Indenture.

The Remarketing Agent is Paid by the Authority

The Remarketing Agent's responsibilities include determining the interest rate from time to time and remarketing the Variable Rate Bonds that are optionally or mandatorily tendered to it by their Bondowners (subject, in each case, to the terms of the Remarketing Agreement). The Remarketing Agent is appointed by the Authority and is paid by the Authority for its services. As a result, the interests of the Remarketing Agent may differ from those of Bondowners and potential purchasers of the Variable Rate Bonds.

Determination of Interest Rates by the Remarketing Agent

On each rate determination date, the Remarketing Agent is required to determine the interest rate that will be effective with respect to the Variable Rate Bonds on the first day of the applicable interest period. That rate is required by the Indenture to be the minimum rate of interest based on then-prevailing market conditions that would result in the sale of the Variable Rate Bonds at a price equal to the principal amount plus interest (without regard for accrued interest); *provided*, that such interest rate may not exceed the Maximum Rate. For example, while the Variable Rate Bonds bear interest at a Weekly Interest Rate, on each Tuesday (the rate determination date), the Remarketing Agent will determine the interest rate that will be effective on the following Wednesday.

The Remarketing Agent May Purchase Bonds for Its Own Account

The Remarketing Agent acts as remarketing agent for a variety of variable rate demand obligations issued by many issuers and, in its sole discretion, may purchase such obligations for its own account. The Remarketing Agent is permitted, but is not obligated, to purchase tendered Variable Rate Bonds for its own account and, in its sole discretion, may acquire such tendered Variable Rate Bonds in order to achieve a successful remarketing of the Variable Rate Bonds (*i.e.,* because there otherwise are not enough buyers to purchase the Variable Rate Bonds) or for other reasons. However, the Remarketing Agent is not obligated to purchase Variable Rate Bonds and may cease doing so at any time without notice. If the Remarketing Agent ceases to purchase tendered Variable Rate Bonds, it may be necessary for the Trustee to draw on the Initial Liquidity Facility to pay tendering Bondowners.

The Remarketing Agent may also make a secondary market in the Variable Rate Bonds by purchasing and selling Variable Rate Bonds other than in connection with an optional or mandatory tender and remarketing. Such purchases and sales may be at prices at, above or below par. If the Remarketing Agent purchases Variable Rate Bonds for its own account, it may offer those Variable Rate Bonds at a discount to par to some investors. No notice is required for such purchases and sales. However, the Remarketing Agent is not required to make a secondary market in the Variable Rate Bonds.

Investors who purchase the Variable Rate Bonds, whether in a remarketing or otherwise, should not assume that they will be able to sell their Variable Rate Bonds other than by tendering the Variable Rate Bonds in accordance with the tender process.

The Remarketing Agent may also sell any Variable Rate Bonds it has purchased to one or more affiliated investment vehicles for collective ownership or enter into derivative arrangements with affiliates or others in order to reduce its exposure to the Variable Rate Bonds.

The purchase of Variable Rate Bonds by the Remarketing Agent may create the appearance that there is greater third-party demand for the Bonds in the market than is actually the case. The practices described above also may result in fewer Variable Rate Bonds being tendered in a remarketing.

Bonds May be Offered at Different Prices on Any Date Including an Interest Rate Determination Date

The interest rate determined by the Remarketing Agent on an interest rate determination date will reflect, among other factors, the level of market demand for the Variable Rate Bonds (including whether the Remarketing Agent is willing to purchase Variable Rate Bonds for its own account). There may or may not be Variable Rate Bonds tendered and remarketed on a Rate Determination Date, the Remarketing Agent may or may not be able to remarket any Variable Rate Bonds tendered for purchase on such date at par and the Remarketing Agent may sell Variable Rate Bonds other than in connection with a remarketing at varying prices to different investors on such date or any other date. The Remarketing Agent is not obligated to advise purchasers in a remarketing if it does not have third party buyers for tendered the Variable Rate Bonds at the remarketing price. If the Remarketing Agent owns any Variable Rate Bonds for its own account, it may, in its sole discretion in a secondary market transaction outside the tender process, offer such Variable Rate Bonds on any date, including the interest rate determination date, at a discount to 100% of the principal amount to some investors, subject to applicable tax laws.

LEGAL MATTERS

The legality of the Series 2023A/B/C Bonds will be approved by the legal opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel. The proposed form of the Bond Counsel opinion is included in this Official Statement as APPENDIX F. Certain legal matters will be passed upon for the Authority by its General Counsel, Maureen G. Ohle, Esq., for the Initial Liquidity Provider by its counsel, Chapman and Cutler LLP, Chicago, Illinois, and for the Underwriters by their counsel, Locke Lord LLP, Chicago, Illinois.

LITIGATION

The Authority is not engaged in and has not been threatened with any litigation of any nature that seeks to restrain or enjoin the issuance, sale, execution or delivery of the Series 2023A/B/C Bonds or that in any way contests the validity of the Series 2023A/B/C Bonds or any proceedings of the Authority taken with respect to their issuance or sale or the pledge or application of any moneys or the security provided for the payment of the Bonds, including the Series 2023A/B/C Bonds, or that contests the existence of the Authority.

The Authority may from time to time be a party to litigation incident to the conduct of its programs. The Authority is not engaged in and has not been threatened with any litigation with respect to its statutory powers or otherwise which in the judgment of the Authority is material to the performance of its programs or its obligations with respect to notes and bonds, including the Series 2023A/B/C Bonds, of the Authority.

LEGALITY FOR INVESTMENT

Under the Act, the Series 2023A/B/C Bonds, in the State, are securities in which all public officers and bodies of the State and all its municipalities and municipal subdivisions, all insurance companies and associations, and other persons carrying on an insurance business, all banks, trust companies, savings banks and savings associations, saving and loan associations, investment companies, all administrators, guardians, executors, trustees and other fiduciaries, and all other persons authorized to invest in bonds or other obligations of the State, may properly and legally invest funds, including capital, in their control or belonging to them. State laws governing specific types of investors may, however, impose restrictions on such investors with respect to the legality of purchases of the Series 2023A/B/C Bonds and may also contain limitations that permit purchases of the Series 2023A/B/C Bonds only with specified percentages of their assets.

FINANCIAL ADVISOR

Caine Mitter & Associates Incorporated has served as independent financial advisor to the Authority in connection with the sale of the Series 2023A/B/C Bonds.

RATINGS

The Series 2023A Bonds and the Series 2023B Bonds have received the rating of "Aaa" from Moody's Investors Service, Inc. (the "Rating Agency"), and the Series 2023C Bonds have received the rating of "Aaa/VMIG1" by the Rating Agency. The short-term rating assigned to the Series 2023C Bonds is conditioned upon the issuance by the Initial Liquidity Provider of the Initial Liquidity Facility. The ratings assigned to the Series 2023A/B/C Bonds reflect only the views of the Rating Agency and an explanation of the significance of such ratings may be obtained only from the Rating Agency. There is no assurance that the ratings that have been assigned to the Series 2023A/B/C Bonds will continue for any given period of time or that either such rating will not be revised or withdrawn entirely by the Rating Agency if, in the judgment of the Rating Agency, circumstances so warrant. A downward revision or withdrawal of a rating may have an adverse effect on the market price of the Series 2023A/B/C Bonds.

A securities rating is not a recommendation to buy, sell or hold securities and may be subject to revision or withdrawal at any time.

UNDERWRITING

The Series 2023A Bonds are being purchased by the Underwriters listed on the cover page of this Official Statement. The Underwriters agree, jointly and severally, to purchase the Series 2023A Bonds at a purchase price equal to $122,587,076.80, representing the aggregate principal amount of the Series 2023A Bonds plus original issue premium of $2,587,076.80 with respect to the Series 2023A PAC Bonds, pursuant to the terms of a Purchase Contract for the Series 2023A Bonds. The Underwriters will receive a fee of $791,266.06 in connection with the sale of the Series 2023A Bonds to be paid by the Authority.

The Series 2023B Bonds are being purchased by the Underwriters listed on the cover page of this Official Statement. The Underwriters agree, jointly and severally, to purchase the Series 2023B Bonds at a purchase price equal to $37,500,000.00, representing the principal amount of the Series 2023B Bonds pursuant to the terms of a Purchase Contract for the Series 2023B Bonds. The Underwriters will receive a fee of $209,309.39 in connection with the sale of the Series 2023B Bonds to be paid by the Authority.

The Series 2023C Bonds are being purchased by J.P. Morgan Securities LLC ("JPMS") at a purchase price equal to $37,500,000.00 representing the aggregate principal amount of the Series 2023C Bonds, pursuant to the terms of a Purchase Contract for the Series 2023C Bonds. JPMS will receive a fee of $60,945.84 in connection with the sale of the Series 2023C Bonds.

The Underwriters may over allot or effect transactions which stabilize or maintain the market price of the Series 2023A/B/C Bonds at a level above that which might otherwise prevail in the open market. Such stabilization, if commenced, may be discontinued at any time. The Underwriters may offer and sell the Series 2023A/B/C Bonds offered to the public to certain dealers (including dealers depositing the Series 2023A/B/C Bonds into unit investment trusts, certain of which may be sponsored or managed by an Underwriter) and others at prices lower than the public offering prices stated on the inside front cover.

The Purchase Contract for each Series of Bonds will include terms and conditions for the purchase by the Underwriters of the applicable Series.

Certain of the Underwriters and their affiliates together comprise full service financial institutions engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, principal investment, hedging, finance and brokerage activities. Such activities may involve or relate to assets, securities and/or instruments of the Authority (whether directly, as collateral securing obligations or otherwise) and/or persons and entities with relationships with (or that are otherwise involved with transactions by) the Authority. One or more of the Underwriters may have, from time to time, engaged, and may in the future engage, in transactions with, and performed and may in the future perform, various investment banking services for the Authority for which they received or will receive customary fees and expenses. Under certain circumstances, the Underwriters and their affiliates may have certain creditor and/or other rights against the Authority and any affiliates thereof in connection with such transactions and/or services. In addition, the Underwriters and their affiliates may currently have and may in the future have investment and commercial banking, trust and other relationships with parties that may relate to assets of, or be involved in the issuance of securities and/or instruments by, the Authority and any affiliates thereof. The Underwriters and their affiliates also may communicate independent investment recommendations, market advice or trading ideas and/or publish or express independent research views in respect of such assets, securities or instruments and at any time may hold, or recommend to clients that they should acquire, long and/or short positions in such assets, securities and instruments.

Citigroup Global Markets Inc., one of the Underwriters of the Fixed Rate Bonds, has entered into a retail distribution agreement with Fidelity Capital Markets, a division of National Financial Services LLC (together with its affiliates, "Fidelity"). Under this distribution agreement, Citigroup Global Markets Inc. may distribute municipal securities to retail investors at the original issue price through Fidelity. As part of this arrangement, Citigroup Global Markets Inc. will compensate Fidelity for its selling efforts.

JPMS, one of the Underwriters of the Fixed Rate Bonds, and the sole Underwriter of the Series 2023C Bonds has entered into negotiated dealer agreements (each, a "Dealer Agreement") with each of Charles Schwab & Co., Inc. ("CS&Co.") and LPL Financial LLC ("LPL") for the retail distribution of certain securities offerings at the original issue prices. Pursuant to each Dealer Agreement, each of CS&Co. and LPL may purchase the Fixed Rate Bonds and the Series 2023C Bonds from JPMS at the original issue price less a negotiated portion of the selling concession applicable to any of the Fixed Rate Bonds and Series 2023C Bonds that such firm sells.

Morgan Stanley & Co. LLC ("Morgan Stanley"), one of the Underwriters of the Fixed Rate Bonds, has entered into a retail distribution agreement with its affiliate Morgan Stanley Smith Barney LLC ("MSSB"). Under this distribution agreement, Morgan Stanley may distribute municipal securities to retail investors through the financial advisor network of MSSB. As part of this arrangement, Morgan Stanley may compensate MSSB for its selling efforts with respect to the Fixed Rate Bonds.

Stern Brothers & Co., an Underwriter of the Fixed Rate Bonds, has entered into agreements (the "Stern Brothers Agreement") each with InspereX LLC ("InspereX") and Wedbush Securities Inc. ("Wedbush") for the distribution of certain municipal securities offerings at the original issue price. Pursuant to each Stern Brothers Agreement, Stern Brothers & Co. may sell the Fixed Rate Bonds to each InspereX and Wedbush and will share a portion of its selling concession compensation with each, if applicable.

TD Securities (USA) LLC, one of the Underwriters of the Fixed Rate Bonds, has entered into a negotiated dealer agreement (the "TD Dealer Agreement") with TD Ameritrade for the retail distribution of certain securities offerings, including the Fixed Rate Bonds at the original issue price. Pursuant to the TD Dealer Agreement, TD Ameritrade may purchase Fixed Rate Bonds from TD Securities (USA) LLC at the original issue prices less a negotiated portion of the selling concession applicable to any of the Fixed Rate Bonds TD Ameritrade sells.

Wells Fargo Corporate & Investment Banking (which may be referred to elsewhere as "CIB," "Wells Fargo Securities" or "WFS") is the trade name used for the corporate banking, capital markets and investment banking services of Wells Fargo & Company and its subsidiaries, including Wells Fargo Bank, National Association ("WFBNA"), a member of the National Futures Association, which conducts its municipal securities sales, trading and underwriting operations through the Wells Fargo Bank, N.A. Municipal Finance Group, a separately identifiable department of WFBNA, registered with the U.S. Securities and Exchange Commission as a municipal securities dealer pursuant to Section 15B(a) of the Securities Exchange Act of 1934.

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

In their normal course of business, the Underwriters, the Financial Advisor and the Trustee and/or affiliates of the Underwriters, the Financial Advisor and the Trustee may have credit, investment banking, or other financial relationships with the Authority from time to time, for which they received or will receive customary fees and expenses.

OTHER RELATIONSHIPS

TD Securities (USA) LLC, one of the Underwriters of the Fixed Rate Bonds and the Remarketing Agent for the Variable Rate Bonds, and TD Bank, N.A., the issuer of the initial Liquidity Facility for the Variable Rate Bonds, are both wholly-owned subsidiaries of The Toronto-Dominion Bank and part of TD Bank Group. TD Securities (USA) LLC is not a bank and is a distinct legal entity from TD Bank, N.A. TD Bank, N.A. may have other banking and financial relationships with the Authority or any other party that may be involved in this transaction.

CONTINUING DISCLOSURE

Undertaking

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) (the "Rule") of the Securities and Exchange Commission, the Authority will execute a Continuing Disclosure Undertaking to provide to the Municipal Securities Rulemaking Board certain annual financial information and operating data and notices of certain specified events. A summary of the Continuing Disclosure Undertaking is included as APPENDIX G to this Official Statement. The Continuing Disclosure Undertaking may be enforced by any beneficial owner of any Series 2023A/B/C Bonds, but the Authority's failure to comply will not be a default under the Indenture.

Past Compliance

The Authority did not file its annual financial information for its fiscal year ended June 30, 2021 by December 27, 2021 (the 180th day after the end of the Authority's fiscal year), but did file a notice on EMMA stating that it would be unable to file within such time period, and would file as soon as its 2021 financial statements were available. The Authority filed its 2021 financial statements on EMMA on March 29, 2022.

The Authority did not file its annual financial information for its fiscal year ended June 30, 2019 by December 27, 2019 (the 180th day after the end of the Authority's fiscal year), but did file a notice on EMMA stating that it would be unable to file within such time period, and would file as soon as its 2019 financial statements were available. The Authority filed its 2019 financial statements on EMMA on February 27, 2020.

The Authority did not file its annual financial information for its fiscal year ended June 30, 2018 by December 27, 2018 (the 180th day after the end of the Authority's fiscal year), but did file a notice on EMMA stating that it would be unable to file within such time period, and would file as soon as its 2018 financial statements were available. The Authority filed its 2018 financial statements on EMMA on January 29, 2019.

The Authority did not timely file one monthly loan report for one series of multifamily revenue bonds for the month ending January 31, 2020. The appropriate filing subsequently was filed by the Authority on EMMA.

During the last five years, the Authority failed to file an event notice with respect to a rating upgrade in 2020 with respect to one series of conduit bonds. In accordance with its continuing disclosure undertakings, the Authority has filed a remedial notice with EMMA.

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MISCELLANEOUS

All quotations from, and summaries and explanations of, the Constitution of the State, the Act and the Indenture contained in this Official Statement do not purport to be complete and reference is made to the Constitution of the State, the Act and the Indenture for full and complete statements of their provisions. Copies, in reasonable quantity, of the Indenture may be obtained upon request directed to the Authority at 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601.

Any statements in this Official Statement involving matters of opinion or forecast, whether or not expressly so stated, are intended as such and not as representations of facts. This Official Statement is not to be construed as a contract or agreement between the Authority and the purchasers or owners of any of the Series 2023A/B/C Bonds. The execution and distribution of this Official Statement have been duly authorized by the Authority.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

By: */s/ Kristin Faust*
Kristin Faust
Executive Director

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APPENDIX A

CERTAIN ADDITIONAL FEDERAL INCOME TAX MATTERS

The Code substantially restricts the use of proceeds of tax-exempt obligations used to finance mortgage loans for single-family housing. Under the Code, interest on bonds the proceeds of which are used to provide mortgage loans on owner-occupied housing is not excluded from gross income for Federal income tax purposes unless the bonds are part of a "qualified mortgage issue." An issue of bonds such as the Tax-Exempt Bonds constitutes a "qualified mortgage issue" if the requirements described below under "Loan Eligibility Requirements Imposed by the Code" and requirements described below with respect to the use of funds generated by the issuance of such obligations are met.

Loan Eligibility Requirements Imposed by the Code

The Code contains the following loan eligibility requirements that are applicable to mortgage loans financed in whole or in part by the Tax-Exempt Bonds or otherwise attributable to the Tax-Exempt Bonds for Federal income tax purposes in order that interest on the Tax-Exempt Bonds not be included in gross income for Federal income tax purposes retroactive to the date of issuance thereof. Certain documents have been adopted by the Authority that establish procedures to be followed in connection with the Authority's Single-Family Program in order to assure that interest paid on the Tax-Exempt Bonds not be included in gross income for Federal income tax purposes under the Code.

Residence Requirement

The Code requires that each of the premises financed with proceeds of qualified mortgage bonds be a one-to-four-family residence, one unit of which can reasonably be expected to become the principal residence of the mortgagor within a reasonable time after the financing is provided. In the case of a two-to-four-family residence (other than two-family residences in targeted areas having borrowers whose family income does not exceed 140% of applicable family median income), the residence must have been occupied as a residence at least five years before the mortgage is executed.

First-Time Homebuyer Requirement

The Code requires that, subject to certain exceptions, the lendable proceeds of qualified mortgage bonds be used to provide financing to mortgagors who have not had a present ownership interest in their principal residence (other than the residence being financed) during the three-year period prior to execution of the mortgage loan.

New Mortgage Requirement

The Code requires that, with certain limited exceptions, the lendable proceeds of qualified mortgage bonds finance new mortgage loans only and that no proceeds may be used to acquire or replace an existing mortgage loan, which would include the refinancing of a pre-existing mortgage loan.

Purchase Price Limitation

The Code requires that the purchase price of the residence financed with the lendable proceeds of qualified mortgage bonds may not exceed 90% of the average area purchase price applicable to such residence or 110% of the applicable average area purchase price in the case of residences located in targeted areas.

Income Limitation

The Code requires that all mortgage loans made from the lendable proceeds of qualified mortgage bonds be made only to borrowers whose family income does not exceed 115% (or for mortgage loans made to families with fewer than three members, 100%) of the applicable median family income. An exception is provided for mortgage loans financed with the lendable proceeds of qualified mortgage bonds made with respect to targeted area residences that permits two-thirds in aggregate amount of such mortgage loans to be made with respect to borrowers whose family income does not exceed 140% (for mortgage loans made to families with fewer than three members, 120%) of the applicable median family income and one-third in aggregate amount of such loans to be made without regard to any income limitation.

Applicable Federal tax law permits higher income limits for persons financing homes located in certain “high housing cost areas.” A high housing cost area is a statistical area for which the ratios of the area’s average purchase price for existing and new single-family houses to the area’s median income exceed 120% of the same ratios determined on a national basis. These ratios are determined separately with respect to new and existing single-family residences. An area is a high housing cost area only if the ratios for both new and existing houses meet the 120% test. In high housing cost areas, the mortgagor income limits are increased above 115% (or 100%, as applicable) by one percent for each percentage point (1%) by which the new or existing housing price ratio, whichever is smaller, exceeds 120%. However, the new limit cannot exceed 140% (or 120%, as applicable) of the income limits otherwise applicable.

Family income includes income of all individuals executing both the note and mortgage and occupying the dwelling as their principal residence.

Requirements as to Assumptions

The Code provides that a mortgage loan may be assumed only if each of the then applicable residence requirement, first-time homebuyer requirement, purchase price limitation, and income limitation is met with respect to such assumption.

General

An issue of bonds is treated as meeting the loan eligibility requirements of the Code if (i) the issuer in good faith attempted to meet all the loan eligibility requirements before the mortgage loans were executed, (ii) any failure to comply with the loan eligibility requirements is corrected within a reasonable period after such failure is first discovered, and (iii) 95% or more of the proceeds of the issue used to make mortgage loans was used to finance residences that met all such requirements at the time the mortgage loans were executed.

Other Requirements Imposed by the Code

General

Failure to comply with the applicable provisions of the Code may result in interest on the applicable issue of bonds being included in gross income for Federal income tax purposes retroactive to the date of issuance thereof. The Code provides that gross income for Federal income tax purposes does not include interest on a mortgage revenue bond if it is a qualified mortgage bond. A qualified mortgage bond is a part of an issue of a state or political subdivision all the proceeds of which (net of amounts applied to any costs of issuance thereof and to fund a reasonably required reserve) are used to finance owner-occupied residences and that meets certain (i) general requirements, (ii) arbitrage restrictions on the use and investment of proceeds of the issue, and (iii) loan eligibility requirements set forth in the Code and as more fully described above under "Loan Eligibility Requirements Imposed by the Code."

The first general requirement of the Code applicable to the Authority's Single-Family Program is that the aggregate amount of private activity bonds that may be issued by the Authority in any calendar year must not exceed the portion of the private activity bond volume limit for the State for such calendar year that is allocated to the Authority and the portion of prior years' private activity bond volume limits for the State allocated to the Authority for which the Authority has filed a carry-forward election. The Series 2023A/B/C Bonds are within the applicable limits for the Authority. The second general requirement of the Code applicable to the Authority's Single-Family Program is that at least 20% of the lendable proceeds of an issue of bonds must be made available (and applied with reasonable diligence) for owner-financing of residences in targeted areas (as defined by the Code) for at least one year after the date on which such funds are first available for such owner-financing (the "targeted area requirement").

The Code requires the issuer of qualified mortgage bonds to file with the Internal Revenue Service reports on the issuance of its qualified mortgage bonds following such issuance, as well as an annual qualified mortgage loan information report.

The Code requires that the effective interest rate on mortgage loans financed with the lendable proceeds of qualified mortgage bonds may not exceed the yield on the issue by more than 1.125% and that certain investment earnings on non-mortgage investments, calculated based upon the extent such investment earnings exceed the amount that would have been earned on such investments if the investments were invested at a yield equal to the yield on the Tax-Exempt Bonds, be rebated to the United States.

Recapture Provision

For certain mortgage loans made after December 31, 1990 from the proceeds of Series 2023A/B/C Bonds issued after August 15, 1986, and for assumptions of such mortgage loans, the Code requires a payment to the United States from certain mortgagors upon sale or other disposition of their homes (the "Recapture Provision"). The Recapture Provision requires that an amount determined to be the subsidy provided by a qualified mortgage bond financing to a mortgagor be paid to the United States on disposition of the house (but not in excess of 50% of the gain realized by the mortgagor). The recapture amount would (i) increase over the period of ownership, with full recapture occurring if the house were sold between four and five full years after the closing of the mortgage loan and (ii) decline ratably to zero with respect to sales occurring between five and nine full years after the closing of the mortgage loan. An exception excludes from recapture part or all of the subsidy in the case of certain assisted individuals whose incomes are less than prescribed amounts at the time of the disposition. The Code requires an issuer to inform mortgagors of certain information with respect to the Recapture Provision.

The Code states that an issuer will be treated as meeting the targeted area requirement, the arbitrage restrictions on mortgage loans, and the recapture information requirements if it in good faith attempted to meet all such requirements and any failure to meet such requirements was due to inadvertent error after taking all reasonable steps to comply with such requirements.

Required Redemptions

The Code requires redemption of certain qualified mortgage bonds issued after 1988 from unexpended proceeds required to be used to make mortgage loans that have not been used within 42 months from the date of issuance (or the date of issuance of the original bonds in the case of refundings of unexpended proceeds), except for a $250,000 de minimis amount. Additionally, for bonds issued after 1988, the Code permits repayments (including prepayments) of principal of mortgage loans financed with the proceeds of an issue of bonds to be used to make additional mortgage loans for only 10 years from the date of issuance of the bonds (or the date of issuance of the original bonds in the case of refundings), after which date such amounts must be used to redeem bonds, except for a $250,000 de minimis amount.

Ten-Year Rule

Section 143(a)(2)(A)(iv) of the Code, effective for bonds issued after December 31, 1988, requires that prepayments and repayments of loan principal received after a date 10 years from the date of issue of the related bonds be used to pay and redeem bonds of that particular issue (a requirement sometimes referred to as the "10-Year Rule"). Hence, in the case of a "new money" issue of bonds, prepayments and repayments of loan principal received during the first 10 years following the date of issue can be recycled into new loans, either directly, or indirectly through a refunding of bonds of the issue or another issue, but, after the 10-year date, no further recycling is permitted and the prepayments and repayments of related loan principal must be devoted to paying and redeeming bonds of the related bond issue.

Where the issue of bonds is itself a refunding issue, in whole or in part, the 10-Year Rule is applied by measuring the 10-year period from the dates of issue of the various issues of bonds being refunded (or the dates of issue of the original bonds in a chain of refundings), and the prepayments and repayments of loan principal, when received, must be allocated, for purposes of applying the 10-Year Rule, among the issues of bonds refunded. Varying percentages of the prepayments and repayments of loan principal, therefore, will have different 10-Year Rule effective dates commencing with the date of issue of the bonds, and continuing through the date that is 10 years after said date of issue, reaching 100% no later than the date 10 years after the date of issue. Charts showing the application of the 10-Year Rule to the Tax-Exempt Bonds are found under the heading "The Series 2023A/B/C Bonds – Redemption – *Special Redemption*."

APPENDIX B

CERTAIN INFORMATION CONCERNING
THE GENERAL INDENTURE PROGRAM

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DISCLOSURE REPORT
DISCLAIMER

The Illinois Housing Development Authority (the "Authority") is providing the following information that is unaudited and has not been subject to auditing procedures.

All information contained in this Disclosure Report (the "Information") has been furnished or obtained by the Authority from sources believed to be accurate and reliable. The Information is subject to change without notice, and delivery of the Information shall not, under any circumstances, create any implication that there has been no change in the affairs of the Authority or in the Information since the date of this Disclosure Report. Reference should be made to the applicable official statements and the operative documents for each series of bonds for a full and complete statement of the terms of such series of bonds. Because of the possibility of human and mechanical error, as well as other factors, the Information is provided "as is" without warranty of any kind and, in particular, no representation or warranty, expressed or implied, is made or is to be inferred as to the accuracy, timeliness or completeness of the Information. Under no circumstances shall the Authority have any liability to any person or entity for (1) any loss or damage in whole or part caused by, resulting from, or relating to (through negligence or otherwise) any error or circumstances involved in procuring, collecting, compiling, interpreting, analyzing, editing, transcribing, communicating or delivering the Information; or (2) any direct, indirect, special, consequential or incidental damages whatsoever, including, but not limited to, attorney's fees, even if the Authority is advised in advance of the possibility of such damages resulting from or arising out of the use of, or inability to use, or reliance upon, the Information.

DISCLOSURE REPORT
REVENUE BONDS
As Of January 31, 2023

Current Bond Ratings:
Moody's: Aaa

Trustee Contact:
The Bank of New York Mellon Trust Company, N.A.
Institutional Trust Services
P O Box 2320
Dallas, TX 75221-2320
1-800-254-2826

Issuer Contacts:
Tracy Grimm
Andrew Nestlehut
312-836-5200

Illinois Housing Development Authority
111 E. Wacker Drive, Suite 1000
Chicago, IL 60601

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Mortgage Loan Interest Rate Information

Set forth in the following table is certain information regarding the interest rates borne by Mortgage Loans held under the Program (including Contributed Mortgage Loans and Second Mortgage Loans) as of January 31, 2023. The information below under the heading "Mortgage Loans Outstanding Weighted Average Interest Rates" includes the interest rates on Mortgage Loans purchased by the Authority under its various below market single-family home loan programs for certain low income borrowers and targeted areas.

Funding Series	No. of Mortgage Loans	Original Principal Purchased of Mortgage Loans Outstanding	Remaining Principal Purchased of Mortgage Loans Outstanding	Mortgage Loans Outstanding Weighted Average Interest Rates (%)	Mortgage Loans Outstanding Weighted Average Remaining Payments
SERIES 2016A	64	317,795.62	88,059.27	0.000	33.86
TOTAL	64	317,795.62	88,059.27	0.000	33.86

(1) Contributed Mortgage Loans noted herein under the caption "SECURITY AND SOURCES OF PAYMENT OF THE BONDS - Transfer Amounts".

(2) Mortgage Loans funded by Prior Bonds but for which the Prior Bonds have been redeemed and are no longer outstanding.

Delinquency and Other Information

Certain information regarding payment delinquencies with respect to Mortgage Loans purchased and serviced under the Program (including Contributed Mortgage Loans and Second Mortgage Loans) is summarized in the following table. The information is based upon the January 31, 2023 reports from the Servicer.

	Number of Mortgage Loans Outstanding	Mortgage Loans Outstanding	Percentage of Total Number of Mortgage Loans Outstanding
Current	55	67,305.73	76.43
Two Payment Delinquencies	1	1,305.17	1.48
Three of more Payment Delinquencies*	8	19,448.37	22.09
Totals	64	88,059.27	100.00

* Include loans in foreclosure.

Certain information regarding foreclosures with respect to Mortgage Loans purchased under the Program (including Contributed Mortgage Loans and Second Mortgage Loans) is summarized in the following table. The information is based upon the January 31, 2023 reports from the Servicer.

Mortgage Backed Security Information (1)

Funding Source	Security Type	CUSIP	Pass Through Rate	Maturity Date	Original Face	Current Principal
RB16A-P----PA16A-P	FNMA	3140EA3B7	4.00	11/1/2045	1,287,779.00	558,788.74
RB16A-P----PA16A-P	FNMA	3140EA3C5	3.50	11/1/2045	642,566.00	152,376.32
RB16A-P----PA16A-P	FNMA	3140EA3D3	4.00	11/1/2045	4,332,067.00	1,231,746.01
RB16A-P----PA16A-P	FNMA	3140EB6R7	4.00	12/1/2045	6,595,075.00	1,429,949.24
RB16A-P----PA16A-P	FNMA	3140EB6S5	3.50	11/1/2045	590,477.00	168,264.85
RB16A-P----PA16A-P	FNMA	3140ECPA1	3.50	12/1/2045	2,676,709.00	791,240.86
RB16A-P----PA16A-P	FNMA	3140ECPB9	4.00	1/1/2046	1,137,044.00	610,585.85
RB16A-P----PA16A-P	FNMA	3140EYHS3	3.50	12/1/2045	902,805.00	156,544.30
RB16A-P----PA16A-P	FNMA	3140EYHT1	4.00	1/1/2046	2,249,913.00	414,497.49
RB16A-P----PA16A-P	GNMA	3617A9YV3	3.50	11/15/2045	2,833.69	1,178.32
RB16A-P----PA16A-P	GNMA	3617A9YV3	3.50	11/15/2045	1,891,842.31	786,676.58
RB16A-P----PA16A-P	GNMA II	3617A9YW1	3.50	11/20/2045	7,661,175.00	1,495,220.19
RB16A-P----PA16A-P	GNMA II	3617A9YX9	4.00	11/20/2045	2,025,227.00	419,533.75
RB16A-P----PA16A-P	GNMA II	3617AAKU7	4.00	11/20/2045	371,660.00	103,783.04
RB16A-P----PA16A-P	GNMA	3617AALE2	3.50	11/15/2045	135,124.00	61,664.57
RB16A-P----PA16A-P	GNMA II	3617AALF9	4.00	11/20/2045	785,702.00	48,742.50
RB16A-P----PA16A-P	GNMA II	3617AALG7	3.50	11/20/2045	3,475,191.00	450,115.46
RB16A-P----PA16A-P	GNMA	3617AALH5	3.50	12/15/2045	4,053,077.00	1,117,577.70
RB16A-P----PA16A-P	GNMA II	3617AANU4	4.00	11/20/2045	350,845.00	76,297.74
RB16A-P----PA16A-P	GNMA II	3617AANV2	3.50	12/20/2045	4,265,381.00	864,971.07
RB16A-P----PA16A-P	GNMA	3617AANW0	3.50	12/15/2045	651,523.00	249,599.55
RB16A-P----PA16A-P	GNMA	3617AAPB4	3.50	12/15/2045	10,776,363.00	3,167,396.80
RB16A-P----PA16A-P	GNMA	3617AAQ23	3.50	1/15/2046	5,069,876.00	1,029,526.74
RB16A-P----PA16A-P	GNMA II	3617AAQ31	3.50	12/20/2045	1,192,756.00	461,431.91
RB16A-P----PA16A-P	GNMA	36192SU24	3.50	2/15/2046	3,038,210.00	1,023,706.14
RB16A-P----PA16A-P	GNMA II	36192SU32	3.50	2/20/2046	878,894.00	376,254.35
RB16A-P----PA16A-P	GNMA II	36192SU40	4.00	2/20/2046	3,523,692.00	985,232.81
RB16A-P----PA16A-P	GNMA II	36192SXB1	3.50	3/20/2046	1,335,445.00	156,175.78
RB17A-P----PA17A-P	FNMA	3140FCZT8	3.50	8/1/2046	1,088,567.00	278,615.84
RB17A-P----PA17A-P	FNMA	3140FCZU5	4.00	7/1/2046	48,369.00	30,307.01
RB17A-P----PA17A-P	FNMA	3140FFU74	3.50	8/1/2046	644,760.00	475,735.01
RB17A-P----PA17A-P	FNMA	3140FKLJ7	3.50	10/1/2046	1,023,827.00	333,718.76
RB17A-P----PA17A-P	FNMA	3140FMUS3	3.50	11/1/2046	310,057.00	56,212.13
RB17A-P----PA17A-P	FNMA	3140FRQL2	3.50	12/1/2046	1,213,551.00	794,640.82
RB17A-P----PA17A-P	GNMA II	36194G5W0	3.00	8/20/2046	281,695.00	79,432.59
RB17A-P----PA17A-P	GNMA II	36194G5X8	3.50	8/20/2046	1,329,588.00	311,187.77
RB17A-P----PA17A-P	GNMA II	36194HCS9	3.00	10/20/2046	2,163,968.00	536,780.36
RB17A-P----PA17A-P	GNMA II	36194HCU4	3.50	9/20/2046	11,576,928.00	3,752,113.51
RB17A-P----PA17A-P	GNMA II	36194HGE6	3.00	10/20/2046	2,550,223.00	1,200,669.14
RB17A-P----PA17A-P	GNMA	36194HGF3	3.00	10/15/2046	14,736,249.00	5,500,125.16
RB17A-P----PA17A-P	GNMA II	36194HGG1	3.50	10/20/2046	4,915,944.00	1,108,372.33
RB17A-P----PA17A-P	GNMA	36194HGR7	3.00	9/15/2046	8,094,913.00	1,511,422.41
RB17A-P----PA17A-P	GNMA II	36196HKX7	3.00	11/20/2046	11,257,358.00	3,989,667.79
RB17A-P----PA17A-P	GNMA	36196HKY5	3.00	12/15/2046	14,278,358.00	6,359,531.82
RB17A-P----PA17A-P	GNMA II	36196HPF1	3.00	12/20/2046	1,599,995.00	983,179.01
RB17A-P----PA17A-P	GNMA II	36196HPK0	3.50	12/20/2046	327,160.00	161,229.41
RB17B-P----PA17B-P	FNMA	3140H1HH6	4.00	9/1/2047	13,185,065.00	5,938,472.19
RB17B-P----PA17B-P	FNMA	3140H25W4	4.00	10/1/2047	8,979,679.00	2,390,810.89
RB17B-P----PA17B-P	FNMA	3140H4G57	4.00	11/1/2047	10,913,018.00	5,457,408.23
RB17B-P----PA17B-P	FNMA	3140H7AM9	4.00	12/1/2047	4,268,330.00	1,640,974.58
RB17B-P----PA17B-P	FNMA	3140HAE22	4.00	1/1/2048	5,653,741.00	2,796,341.94
RB17B-P----PA17B-P	GNMA II	3617AUAH3	3.50	10/20/2047	13,032,148.00	5,571,595.79
RB17B-P----PA17B-P	GNMA II	3617AUAJ9	4.00	10/20/2047	5,528,365.00	2,090,802.82
RB17B-P----PA17B-P	GNMA II	3617AUDM9	3.50	10/20/2047	16,166,600.00	3,766,865.17
RB17B-P----PA17B-P	GNMA II	3617AUDN7	4.00	10/20/2047	5,003,083.00	1,546,237.92
RB17B-P----PA17B-P	GNMA II	3617AUHB9	3.50	12/20/2047	20,545,371.00	7,185,951.22
RB17B-P----PA17B-P	GNMA II	3617AUHC7	4.00	11/20/2047	1,992,565.00	385,741.30
RB17B-P----PA17B-P	GNMA II	3617AUPY0	3.50	12/20/2047	12,733,275.00	4,371,086.28
RB17B-P----PA17B-P	GNMA II	3617AUPZ7	4.00	12/20/2047	3,769,607.00	2,354,484.21
RB17B-P----PA17B-P	GNMA II	3617AUSW1	3.50	12/20/2047	661,051.00	328,149.03
RB17B-P----PA17B-P	GNMA II	3617AUSX9	4.00	1/20/2048	12,215,065.00	3,826,714.80
RB18A-P----PA18A-P	FNMA	3140HPHG5	4.50	7/1/2048	3,669,897.00	1,988,730.98
RB18A-P----PA18A-P	FNMA	3140HPHH3	5.00	7/1/2048	5,445,695.00	1,475,935.06
RB18A-P----PA18A-P	FNMA	3140JGFF7	4.50	8/1/2048	9,378,497.00	3,720,879.67
RB18A-P----PA18A-P	FNMA	3140JGFG5	5.00	8/1/2048	10,031,956.00	4,722,131.48
RB18A-P----PA18A-P	FNMA	3140JHPQ0	4.50	9/1/2048	14,243,192.00	5,646,138.04
RB18A-P----PA18A-P	FNMA	3140JHPR8	5.00	9/1/2048	6,270,252.00	2,680,705.73
RB18A-P----PA18A-P	FNMA	3140JJCS6	5.00	10/1/2048	767,264.00	371,370.35

RB18A-P----PA18A-P	GNMA II	3617G9M32	4.50	8/20/2048	3,242,517.00	1,697,490.20
RB18A-P----PA18A-P	GNMA II	3617G9NV9	5.00	7/20/2048	8,410,192.00	2,735,168.95
RB18A-P----PA18A-P	GNMA II	3617HFTX4	4.50	9/20/2048	7,261,224.00	2,235,773.06
RB18A-P----PA18A-P	GNMA II	3617HFTY2	5.00	8/20/2048	4,758,716.00	1,351,318.31
RB18A-P----PA18A-P	GNMA II	3617HFXN1	4.50	9/20/2048	16,265,079.00	6,146,652.73
RB18A-P----PA18A-P	GNMA II	3617HFXP6	5.00	9/20/2048	1,295,123.00	150,393.36
RB19AB-P----PA19A-P	FNMA	3140JJCR8	4.50	10/1/2048	6,203,688.00	3,215,360.14
RB19AB-P----PA19A-P	FNMA	3140JJCS6	5.00	10/1/2048	259,840.00	125,767.49
RB19AB-P----PA19A-P	FNMA	3140JJCT4	5.00	10/1/2048	10,075,017.00	4,261,779.75
RB19AB-P----PA19A-P	FNMA	3140JKBG0	4.50	11/1/2048	921,834.00	697,775.20
RB19AB-P----PA19A-P	FNMA	3140JKBH8	5.00	11/1/2048	12,386,767.00	5,556,134.26
RB19AB-P----PA19A-P	FNMA	3140JLVM3	4.50	10/1/2048	594,361.00	336,396.58
RB19AB-P----PA19A-P	FNMA	3140JLVN1	5.00	12/1/2048	12,143,076.00	5,387,274.45
RB19AB-P----PA19A-P	GNMA II	3617HF4C7	4.50	11/20/2048	19,317,906.00	7,932,078.44
RB19AB-P----PA19A-P	GNMA II	3617HF4D5	5.00	10/20/2048	3,043,640.00	719,259.83
RB19AB-P----PA19A-P	GNMA II	3617HGBB9	4.50	12/20/2048	7,670,170.00	2,824,336.08
RB19AB-P----PA19A-P	GNMA II	3617HGBC7	5.00	11/20/2048	7,456,660.00	2,329,147.40
RB19AB-P----PA19A-P	GNMA II	3617HGKP8	4.50	12/20/2048	1,503,390.00	216,852.88
RB19AB-P----PA19A-P	GNMA II	3617HGKQ6	5.00	1/20/2049	3,223,041.00	798,631.91
RB19C-P----PA19C-P	FNMA	3140JMR79	5.00	1/1/2049	4,974,350.00	862,843.79
RB19C-P----PA19C-P	FNMA	3140JQL27	5.00	2/1/2049	8,688,572.00	4,721,291.83
RB19C-P----PA19C-P	FNMA	3140JRMU2	5.00	3/1/2049	5,336,805.00	2,745,717.65
RB19C-P----PA19C-P	FNMA	3140JS3U1	5.00	5/1/2049	4,748,465.00	2,419,436.89
RB19C-P----PA19C-P	FNMA	3140JS3V9	5.50	4/1/2049	937,400.00	341,682.09
RB19C-P----PA19C-P	FNMA	3140JUHX5	4.50	6/1/2049	3,366,228.00	2,159,645.18
RB19C-P----PA19C-P	FNMA	3140JUHY3	5.00	5/1/2049	4,014,209.00	2,580,857.40
RB19C-P----PA19C-P	GNMA II	3617HGKQ6	5.00	1/20/2049	5,388,636.00	1,335,241.06
RB19C-P----PA19C-P	GNMA II	3617HGNS9	4.50	2/20/2049	851,936.00	545,620.81
RB19C-P----PA19C-P	GNMA II	3617HGNT7	5.00	2/20/2049	5,472,859.00	1,957,905.02
RB19C-P----PA19C-P	GNMA II	3617HGTK0	4.50	3/20/2049	6,202,759.00	2,570,236.75
RB19C-P----PA19C-P	GNMA II	3617HGTL8	5.00	3/20/2049	7,325,012.00	1,654,471.16
RB19C-P----PA19C-P	GNMA II	3617JR4U9	4.50	4/20/2049	6,746,941.00	1,977,744.58
RB19C-P----PA19C-P	GNMA II	3617JR4V7	5.00	4/20/2049	2,091,891.00	1,320,243.20
RB19C-P----PA19C-P	GNMA II	3617JSCA2	4.50	5/20/2049	5,283,055.00	2,148,391.56
RB19C-P----PA19C-P	GNMA II	3617JSCB0	5.00	4/20/2049	867,088.00	489,581.36
RB19C-P----PA19C-P	GNMA II	3617JSFT8	4.00	6/20/2049	3,830,609.00	1,379,355.99
RB19C-P----PA19C-P	GNMA II	3617JSFU5	4.50	6/20/2049	2,920,954.00	935,468.50
RB19D-P----PA19D-P	FNMA	3140JVAR3	4.50	6/1/2049	6,139,075.00	2,832,457.96
RB19D-P----PA19D-P	FNMA	3140JVAS1	5.00	6/1/2049	664,140.00	630,450.90
RB19D-P----PA19D-P	FNMA	3140JYEJ1	4.50	8/1/2049	2,789,429.00	1,971,727.61
RB19D-P----PA19D-P	FNMA	3140K0NV6	3.50	9/1/2049	396,173.00	371,440.91
RB19D-P----PA19D-P	FNMA	3140K0NW4	4.00	9/1/2049	5,217,317.00	3,561,309.75
RB19D-P----PA19D-P	FNMA	3140K0NX2	4.50	9/1/2049	3,801,984.00	2,596,344.08
RB19D-P----PA19D-P	FNMA	3140K0NY0	5.00	8/1/2049	565,778.00	455,132.59
RB19D-P----PA19D-P	FNMA	3140K1Q25	4.50	9/1/2049	745,179.00	624,810.22
RB19D-P----PA19D-P	FNMA	3140K1QY5	3.50	10/1/2049	8,870,410.00	6,529,093.13
RB19D-P----PA19D-P	FNMA	3140K1QZ2	4.00	10/1/2049	3,841,424.00	2,367,829.13
RB19D-P----PA19D-P	FNMA	3140K4CU2	3.50	11/1/2049	11,350,712.00	8,209,725.50
RB19D-P----PA19D-P	FNMA	3140K4CW8	4.50	8/1/2049	417,505.00	200,878.02
RB19D-P----PA19D-P	GNMA II	3617JSFU5	4.50	6/20/2049	2,500,358.00	800,767.88
RB19D-P----PA19D-P	GNMA II	3617JSLX2	4.00	6/20/2049	10,130,132.00	4,407,323.52
RB19D-P----PA19D-P	GNMA II	3617JSLY0	4.50	6/20/2049	1,485,640.00	158,711.66
RB19D-P----PA19D-P	GNMA II	3617JSLZ7	5.00	5/20/2049	515,141.00	157,310.59
RB19D-P----PA19D-P	GNMA II	3617JSRG3	4.00	8/20/2049	6,828,133.00	3,034,398.00
RB19D-P----PA19D-P	GNMA II	3617JSWC6	3.50	9/20/2049	3,312,799.00	1,809,150.44
RB19D-P----PA19D-P	GNMA II	3617JSWD4	4.00	8/20/2049	3,532,442.00	1,693,800.22
RB19D-P----PA19D-P	GNMA II	3617LEBM5	3.00	9/20/2049	417,558.00	113,975.52
RB19D-P----PA19D-P	GNMA II	3617LEBN3	3.50	10/20/2049	17,908,011.00	10,679,967.42
RB19D-P----PA19D-P	GNMA II	3617LEBP8	4.00	9/20/2049	3,272,390.00	1,258,492.28
RB19D-P----PA19D-P	GNMA II	3617LEK78	3.00	11/20/2049	5,557,909.00	3,343,040.86
RB19D-P----PA19D-P	GNMA II	3617LEK86	3.50	11/20/2049	20,170,044.00	9,588,217.48
RB19D-P----PA19D-P	GNMA II	3617LEK94	4.00	10/20/2049	798,631.00	347,118.46
RB19D-P----PA19D-P	GNMA II	3617LEP65	3.00	12/20/2049	7,757,937.00	4,619,882.52
RB20A-P----PA20A-P	FHLMC	3133A0SK1	3.50	12/1/2049	1,713,135.00	1,184,878.00
RB20A-P----PA20A-P	FHLMC	3133A1PC0	3.50	1/1/2050	4,260,721.00	3,072,800.84
RB20A-P----PA20A-P	FHLMC	3133A2FR6	4.50	10/1/2049	58,772.00	55,934.51
RB20A-P----PA20A-P	FHLMC	3133A2RE2	3.50	2/1/2050	5,030,687.00	4,233,782.06
RB20A-P----PA20A-P	FNMA	3140K0NW4	4.00	9/1/2049	577,519.00	394,211.06
RB20A-P----PA20A-P	FNMA	3140K0NX2	4.50	9/1/2049	1,198,103.00	818,174.83
RB20A-P----PA20A-P	FNMA	3140K0NY0	5.00	8/1/2049	299,813.00	241,180.58
RB20A-P----PA20A-P	FNMA	3140K1Q25	4.50	9/1/2049	471,567.00	395,394.77
RB20A-P----PA20A-P	FNMA	3140K1QZ2	4.00	10/1/2049	1,674,394.00	1,032,085.73
RB20A-P----PA20A-P	FNMA	3140K4CV0	4.00	9/1/2049	158,981.00	150,689.53
RB20A-P----PA20A-P	FNMA	3140K57F8	3.50	12/1/2049	10,607,945.00	7,969,677.47
RB20A-P----PA20A-P	FNMA	3140K57G6	4.00	11/1/2049	253,090.00	238,068.20

RB20A-P----PA20A-P	FNMA	3140K57H4	4.50	9/1/2049	291,577.00	151,195.25
RB20A-P----PA20A-P	FNMA	3140K72F9	3.50	1/1/2050	12,872,861.00	10,202,323.94
RB20A-P----PA20A-P	FNMA	3140K72G7	4.00	10/1/2049	327,808.00	70,799.63
RB20A-P----PA20A-P	FNMA	3140K9AL3	3.50	2/1/2050	11,203,764.00	8,106,342.27
RB20A-P----PA20A-P	GNMA II	3617LE6R0	3.00	3/20/2050	14,741,248.00	8,186,022.72
RB20A-P----PA20A-P	GNMA II	3617LE6S8	3.50	2/20/2050	7,861,539.00	4,544,358.61
RB20A-P----PA20A-P	GNMA II	3617LEBP8	4.00	9/20/2049	1,600,660.00	615,580.13
RB20A-P----PA20A-P	GNMA II	3617LEK94	4.00	10/20/2049	363,128.00	157,830.63
RB20A-P----PA20A-P	GNMA II	3617LEUN2	3.00	1/20/2050	7,598,727.00	3,647,047.93
RB20A-P----PA20A-P	GNMA II	3617LEUP7	3.50	1/20/2050	14,371,812.00	7,749,791.52
RB20A-P----PA20A-P	GNMA II	3617LEZB3	3.00	2/20/2050	9,007,078.00	4,286,880.94
RB20A-P----PA20A-P	GNMA II	3617LEZC1	3.50	1/20/2050	10,025,364.00	5,452,750.47
RB20BC-P----PA20B-P	FHLMC	3133A7B57	3.00	6/1/2050	1,388,146.00	1,320,462.14
RB20BC-P----PA20B-P	FHLMC	3133A7B65	3.50	6/1/2050	375,403.00	166,716.27
RB20BC-P----PA20B-P	FHLMC	3133A8FJ1	2.50	6/1/2050	631,068.00	432,712.24
RB20BC-P----PA20B-P	FHLMC	3133A8FK8	3.00	7/1/2050	1,121,534.00	1,065,226.24
RB20BC-P----PA20B-P	FHLMC	3133A9PP4	2.50	7/1/2050	183,596.00	167,760.69
RB20BC-P----PA20B-P	FHLMC	3133A9PQ2	3.00	8/1/2050	1,044,422.00	379,743.50
RB20BC-P----PA20B-P	FHLMC	3133AATJ1	3.00	9/1/2050	1,342,496.00	1,040,194.51
RB20BC-P----PA20B-P	FNMA	3140K9AL3	3.50	2/1/2050	4,475,703.00	3,238,338.51
RB20BC-P----PA20B-P	FNMA	3140KGEP4	3.00	6/1/2050	4,684,080.00	3,841,392.04
RB20BC-P----PA20B-P	FNMA	3140KGEQ2	3.50	5/1/2050	342,068.00	172,476.16
RB20BC-P----PA20B-P	FNMA	3140KGER0	4.00	5/1/2050	176,425.00	165,280.79
RB20BC-P----PA20B-P	FNMA	3140KH6C0	2.50	7/1/2050	6,507,772.00	5,423,327.68
RB20BC-P----PA20B-P	FNMA	3140KH6D8	3.00	7/1/2050	7,696,124.00	6,714,415.97
RB20BC-P----PA20B-P	FNMA	3140KH6E6	3.50	5/1/2050	411,428.00	97,595.40
RB20BC-P----PA20B-P	FNMA	3140KL6P2	2.50	8/1/2050	828,989.00	779,174.81
RB20BC-P----PA20B-P	FNMA	3140KL6Q0	3.00	8/1/2050	9,985,058.00	8,661,614.05
RB20BC-P----PA20B-P	FNMA	3140KN6M5	2.50	9/1/2050	278,731.00	266,031.08
RB20BC-P----PA20B-P	FNMA	3140KN6W3	3.00	9/1/2050	10,441,321.00	8,847,095.53
RB20BC-P----PA20B-P	GNMA II	3617LE6R0	3.00	3/20/2050	7,535,447.00	4,184,539.89
RB20BC-P----PA20B-P	GNMA II	3617LEZB3	3.00	2/20/2050	4,774,443.00	2,272,376.09
RB20BC-P----PA20B-P	GNMA II	3617MS7D8	3.00	8/20/2050	3,970,034.00	2,572,354.27
RB20BC-P----PA20B-P	GNMA II	3617MS7E6	3.50	6/20/2050	434,008.00	340,222.76
RB20BC-P----PA20B-P	GNMA II	3617MSX64	3.00	6/20/2050	5,325,900.00	3,662,511.98
RB20BC-P----PA20B-P	GNMA II	3617MSX72	3.50	6/20/2050	1,317,808.00	1,032,552.46
RB20BC-P----PA20B-P	GNMA II	3617MSX80	4.00	6/20/2050	440,523.00	206,564.38
RB20BC-P----PA20B-P	GNMA II	3617Q64X1	3.00	11/20/2050	5,503,174.00	4,229,833.15
RB20BC-P----PA20B-P	GNMA II	3617Q6J80	2.50	8/20/2050	5,176,333.00	4,708,580.86
RB20BC-P----PA20B-P	GNMA II	3617Q6J98	3.00	8/20/2050	4,654,563.00	3,905,956.51
RB20BC-P----PA20B-P	GNMA II	3617Q6UK0	3.00	10/20/2050	16,850,383.00	13,124,967.55
RB21A-P----PA21A-P	FHLMC	3133ABXJ4	2.50	10/1/2050	1,008,905.00	855,090.90
RB21A-P----PA21A-P	FHLMC	3133ABXK1	3.00	10/1/2050	1,100,730.00	1,053,131.04
RB21A-P----PA21A-P	FHLMC	3133ADKL9	2.00	11/1/2050	623,453.00	594,506.22
RB21A-P----PA21A-P	FHLMC	3133ADKM7	2.50	10/1/2050	363,711.00	347,661.40
RB21A-P----PA21A-P	FHLMC	3133AEHC1	2.50	11/1/2050	187,007.00	179,328.96
RB21A-P----PA21A-P	FHLMC	3133AFKN0	2.50	12/1/2050	275,365.00	257,104.68
RB21A-P----PA21A-P	FHLMC	3133AGRV3	2.50	2/1/2051	434,854.00	418,550.99
RB21A-P----PA21A-P	FNMA	3140KRES4	2.00	10/1/2050	910,592.00	712,484.29
RB21A-P----PA21A-P	FNMA	3140KRET2	2.50	10/1/2050	5,684,246.00	5,279,493.35
RB21A-P----PA21A-P	FNMA	3140KREU9	3.00	10/1/2050	7,102,924.00	6,236,105.88
RB21A-P----PA21A-P	FNMA	3140KTXF7	2.00	11/1/2050	3,827,056.00	3,568,380.00
RB21A-P----PA21A-P	FNMA	3140KTXG5	2.50	11/1/2050	11,498,938.00	10,087,202.23
RB21A-P----PA21A-P	FNMA	3140KTXH3	3.00	10/1/2050	2,742,184.00	2,515,315.44
RB21A-P----PA21A-P	FNMA	3140KXKU9	2.50	12/1/2050	1,110,609.00	1,060,881.12
RB21A-P----PA21A-P	FNMA	3140KXKV7	3.00	8/1/2050	93,374.00	89,775.79
RB21A-P----PA21A-P	FNMA	3140L03B1	2.50	1/1/2051	2,522,183.00	1,873,891.47
RB21A-P----PA21A-P	FNMA	3140L03C9	3.00	1/1/2051	1,397,225.00	1,231,263.61
RB21A-P----PA21A-P	FNMA	3140L2Y23	2.50	2/1/2051	1,190,227.00	1,145,302.22
RB21A-P----PA21A-P	FNMA	3140L2Y49	3.00	1/1/2051	81,734.00	78,727.95
RB21A-P----PA21A-P	GNMA II	3617Q64W3	2.50	10/20/2050	3,063,754.00	2,452,996.33
RB21A-P----PA21A-P	GNMA II	3617Q64X1	3.00	11/20/2050	11,381,591.00	8,748,084.44
RB21A-P----PA21A-P	GNMA II	3617Q64Y9	3.50	10/20/2050	181,375.00	173,457.36
RB21A-P----PA21A-P	GNMA II	3617Q7EX8	2.50	12/20/2050	19,955,038.00	17,357,490.90
RB21A-P----PA21A-P	GNMA II	3617Q7EY6	3.00	11/20/2050	5,450,498.00	4,688,055.96
RB21A-P----PA21A-P	GNMA II	3617Q7H56	2.00	12/20/2050	214,639.00	204,938.13
RB21A-P----PA21A-P	GNMA II	3617Q7H64	2.50	1/20/2051	2,182,213.00	2,085,098.74
RB21A-P----PA21A-P	GNMA II	3617Q7H72	3.00	10/20/2050	190,610.00	99,426.83
RB21A-P----PA21A-P	GNMA II	3617UM4V5	2.00	2/20/2051	3,052,822.00	2,797,024.79
RB21A-P----PA21A-P	GNMA II	3617UM4X1	2.50	1/20/2051	894,554.00	858,702.39
RB21A-P----PA21A-P	GNMA II	3617UM4Y9	2.50	3/20/2051	651,234.19	484,543.11
RB21A-P----PA21A-P	GNMA II	3617UM4Y9	2.50	3/20/2051	772.81	575.00
RB21A-P----PA21A-P	GNMA II	3617UMTX4	2.00	2/20/2051	4,324,153.00	3,945,375.66
RB21A-P----PA21A-P	GNMA II	3617UMTY2	2.50	2/20/2051	11,419,353.00	9,543,995.71
RB21BC-P----PA21B-P	FHLMC	3133AGRW1	2.50	2/1/2051	524,205.00	504,539.28

RB21BC-P----PA21B-P	FHLMC	3133AJUF8	2.50	4/1/2051	1,485,001.00	1,423,700.52
RB21BC-P----PA21B-P	FHLMC	3133AKX47	2.50	4/1/2051	1,440,324.00	1,389,870.88
RB21BC-P----PA21B-P	FHLMC	3133AKX54	3.00	4/1/2051	120,414.00	116,507.94
RB21BC-P----PA21B-P	FHLMC	3133AMC87	2.50	5/1/2051	113,721.00	110,141.19
RB21BC-P----PA21B-P	FHLMC	3133AMC95	3.00	5/1/2051	1,021,357.00	989,845.94
RB21BC-P----PA21B-P	FHLMC	3133AMDJ2	2.50	4/1/2051	509,089.00	413,011.46
RB21BC-P----PA21B-P	FNMA	3140L2Y31	2.50	2/1/2051	7,715,260.00	7,035,534.95
RB21BC-P----PA21B-P	FNMA	3140L2Y56	3.00	1/1/2051	373,657.00	360,675.75
RB21BC-P----PA21B-P	FNMA	3140L5MR4	2.50	4/1/2051	15,935,571.00	15,089,381.34
RB21BC-P----PA21B-P	FNMA	3140L5MS2	3.00	1/1/2051	680,828.00	653,246.69
RB21BC-P----PA21B-P	FNMA	3140L7KM3	2.50	4/1/2051	15,781,551.00	14,857,443.66
RB21BC-P----PA21B-P	FNMA	3140L7KN1	3.00	4/1/2051	1,852,532.00	1,631,676.17
RB21BC-P----PA21B-P	FNMA	3140L8SE1	2.50	5/1/2051	0.00	0.00
RB21BC-P----PA21B-P	FNMA	3140L8SE1	2.50	5/1/2051	3,639,251.14	3,381,291.08
RB21BC-P----PA21B-P	GNMA II	3617UM4U7	2.00	3/20/2051	7,122,675.00	6,623,857.26
RB21BC-P----PA21B-P	GNMA II	3617UM4W3	2.50	3/20/2051	14,611,934.00	12,871,663.62
RB21BC-P----PA21B-P	GNMA II	3617UM4Y9	2.50	3/20/2051	1,305,211.00	971,126.84
RB21BC-P----PA21B-P	GNMA II	3617UNDR2	2.00	4/20/2051	17,677,766.00	16,388,473.32
RB21BC-P----PA21B-P	GNMA II	3617UNDS0	2.50	4/20/2051	22,726,928.00	19,787,297.59
RB21BC-P----PA21B-P	GNMA II	3617UNDT8	3.00	9/20/2050	73,145.00	70,575.84
RB21BC-P----PA21B-P	GNMA II	3617UNJS4	2.00	4/20/2051	7,798,765.00	7,143,366.93
RB21BC-P----PA21B-P	GNMA II	3617UNJT2	2.50	5/20/2051	17,778,548.00	16,503,491.52
RB21BC-P----PA21B-P	GNMA II	3617UNJU9	3.00	5/20/2051	6,786,643.00	6,109,679.09
RB21BC-P----PA21C-P	FNMA	3140L8SD3	2.50	5/1/2051	7,537,354.00	7,271,184.33
RB21BC-P----PA21C-P	FNMA	3140L8SF8	3.00	5/1/2051	0.00	0.00
RB21BC-P----PA21C-P	FNMA	3140L8SF8	3.00	5/1/2051	7,288,105.34	7,051,081.07
RB21BC-P----PA21C-P	GNMA II	3617UNPR9	2.00	2/20/2051	378,007.00	362,939.02
RB21BC-P----PA21C-P	GNMA II	3617UNRF3	2.50	6/20/2051	4,088,887.00	3,946,474.91
RB21D----PA-21D	FHLMC	3133ANK29	3.00	6/1/2051	3,565,731.00	3,455,737.93
RB21D----PA-21D	FHLMC	3133ANKZ6	2.50	4/1/2051	311,235.00	301,606.32
RB21D----PA-21D	FHLMC	3133APXV6	3.00	7/1/2051	604,038.00	587,320.74
RB21D----PA-21D	FNMA	3140L8SE1	2.50	5/1/2051	1,714,431.86	1,592,908.25
RB21D----PA-21D	FNMA	3140L8SG6	3.00	5/1/2051	6,671,755.00	6,246,308.26
RB21D----PA-21D	FNMA	3140LNYD3	3.00	7/1/2051	20,879,084.00	19,908,902.08
RB21D----PA-21D	FNMA	3140LNYE1	3.00	6/1/2051	10,252,301.54	9,950,704.87
RB21D----PA-21D	FNMA	3140LNYE1	3.00	6/1/2051	6,529.46	6,337.38
RB21D----PA-21D	FNMA	3140LUAJ0	2.50	5/1/2051	177,537.00	172,254.13
RB21D----PA-21D	FNMA	3140LUAK7	3.00	7/1/2051	8,007,680.00	7,769,412.52
RB21D----PA-21D	FNMA	3140LXQL2	3.00	9/1/2051	26,311,164.00	25,283,054.48
RB21D----PA-21D	GNMA II	3617UNPQ1	2.00	4/20/2051	957,268.00	923,021.02
RB21D----PA-21D	GNMA II	3617UNRE6	2.50	5/20/2051	4,623,666.00	4,462,286.42
RB21D----PA-21D	GNMA II	3617UNRG1	3.00	6/20/2051	14,846,316.00	12,917,942.42
RB21D----PA-21D	GNMA II	3617VRXN9	2.50	6/20/2051	1,874,925.00	1,815,752.89
RB21D----PA-21D	GNMA II	3617VRXP4	3.00	7/20/2051	21,912,824.00	20,125,081.81
RB21D----PA-21D	GNMA II	3617VSD82	3.00	8/20/2051	16,268,451.00	15,426,961.30
RB21E----PA-21E	FNMA	3140L8SF8	3.00	5/1/2051	485,873.66	470,072.04
RB21E----PA-21E	FNMA	3140LNYE1	3.00	6/1/2051	1,929,846.00	1,873,074.83
RB21E----PA-21E	FNMA	3140LXQL2	3.00	9/1/2051	2,549,137.00	2,449,529.40
RB21E----PA-21E	GNMA II	3617UNRH9	3.00	6/20/2051	7,660,577.00	6,736,911.58
RB21E----PA-21E	GNMA II	3617VRXQ2	3.00	6/20/2051	6,674,567.00	5,845,789.95
RB22AB----PA22A-P	FHLMC	3133AYY46	2.50	11/1/2051	2,250,148.00	2,196,050.14
RB22AB----PA22A-P	FHLMC	3133AYY53	3.00	11/1/2051	1,015,080.00	990,863.87
RB22AB----PA22A-P	FHLMC	3133B13E9	2.50	12/1/2051	516,070.66	505,332.92
RB22AB----PA22A-P	FHLMC	3133B13F6	3.00	12/1/2051	2,428,402.00	2,377,751.92
RB22AB----PA22A-P	FHLMC	3133B4G74	3.00	1/1/2052	2,414,769.96	2,369,702.29
RB22AB----PA22A-P	FNMA	3140M7W98	2.50	12/1/2051	21,161,236.00	20,664,832.55
RB22AB----PA22A-P	FNMA	3140M7XA4	3.00	11/1/2051	4,808,206.00	4,703,295.42
RB22AB----PA22A-P	FNMA	3140M9GA9	2.50	12/1/2051	13,875,712.00	13,445,794.99
RB22AB----PA22A-P	FNMA	3140M9GB7	3.00	1/1/2052	12,611,453.00	12,349,121.54
RB22AB----PA22A-P	FNMA	3140MD4X3	3.00	2/1/2052	22,470,691.48	22,028,989.14
RB22AB----PA22A-P	GNMA II	3617XC2X2	2.50	12/20/2051	19,444,778.00	18,815,844.63
RB22AB----PA22A-P	GNMA II	3617XC2Y0	3.00	11/20/2051	8,234,034.00	7,909,110.87
RB22AB----PA22A-P	GNMA II	3617XDAB9	2.50	1/20/2052	32,647,988.00	31,801,262.76
RB22AB----PA22A-P	GNMA II	3617XDAC7	3.00	12/20/2051	3,347,317.00	3,275,710.19
RB22AB----PA22A-P	GNMA II	3617XDAD5	3.50	12/20/2051	514,360.00	505,039.36
RB22AB----PA22B-P	FHLMC	3133B4G58	3.00	1/1/2052	362,785.00	354,818.90
RB22AB----PA22B-P	FNMA	3140MD3C0	2.50	12/1/2051	1,011,826.00	993,047.04
RB22AB----PA22B-P	FNMA	3140MD3D8	3.00	1/1/2052	5,428,735.00	5,278,552.25
RB22AB----PA22B-P	FNMA	3140MGUH2	3.00	3/1/2052	2,746,316.63	2,699,770.60
RB22AB----PA22B-P	GNMA II	3617XDHK2	2.50	2/20/2052	9,186,436.00	8,882,689.25
RB22AB----PA22B-P	GNMA II	3617XDHM8	3.00	2/20/2052	1,327,936.00	1,304,265.97
RB22C----PA22C-P	FHLMC	3133B6GZ7	3.00	1/1/2052	484,633.12	475,603.34
RB22C----PA22C-P	FNMA	3140MD4X3	3.00	2/1/2052	3,861,693.52	3,785,784.91
RB22C----PA22C-P	FNMA	3140MGUJ8	3.00	2/1/2052	12,233,855.35	11,912,934.90
RB22C----PA22C-P	FNMA	3140MNVM5	3.50	4/1/2052	6,288,502.00	6,205,760.28

RB22C----PA22C-P	FNMA	3140MNVN3	4.00	5/1/2052	8,067,631.00	7,971,845.07
RB22C----PA22C-P	GNMA II	3617XDHL0	2.50	2/20/2052	43,034,775.00	41,891,299.28
RB22C----PA22C-P	GNMA II	3617XDHN6	3.00	1/20/2052	2,123,257.02	2,084,796.62
RB22C----PA22C-P	GNMA II	3617YFF36	3.00	4/20/2052	10,042,147.17	9,895,742.61
RB22C----PA22C-P	GNMA II	3617YFF44	3.50	4/20/2052	11,038,296.82	10,794,178.48
RB22D----PA22D	FHLMC	3133B13E9	2.50	12/1/2051	176,430.13	172,759.20
RB22D----PA22D	FHLMC	3133B4G74	3.00	1/1/2052	340,938.04	334,575.00
RB22D----PA22D	FHLMC	3133B6GZ7	3.00	1/1/2052	142,420.88	139,767.27
RB22D----PA22D	FHLMC	3133BCV61	3.50	5/1/2052	690,968.00	683,562.88
RB22D----PA22D	FHLMC	3133BCV79	4.00	5/1/2052	1,310,802.00	1,295,749.22
RB22D----PA22D	FHLMC	3133BCV87	4.50	5/1/2052	559,239.00	554,329.10
RB22D----PA22D	FNMA	3140MGUG4	2.50	1/1/2052	282,665.00	278,011.86
RB22D----PA22D	FNMA	3140MGUJ8	3.00	2/1/2052	708,891.65	690,295.89
RB22D----PA22D	FNMA	3140MNVL7	3.00	3/1/2052	508,154.00	501,751.42
RB22D----PA22D	FNMA	3140MNVM5	3.50	4/1/2052	519,306.00	512,473.17
RB22D----PA22D	FNMA	3140MNVN3	4.00	5/1/2052	2,320,481.00	2,292,930.23
RB22D----PA22D	FNMA	3140MRUQ8	4.00	5/1/2052	8,755,221.00	8,536,166.25
RB22D----PA22D	FNMA	3140MRUR6	4.50	5/1/2052	4,071,615.00	4,036,401.80
RB22D----PA22D	FNMA	3140MRUS4	5.00	5/1/2052	174,418.00	173,035.78
RB22D----PA22D	GNMA II	3617XDHN6	3.00	1/20/2052	1,360,395.75	1,335,753.72
RB22D----PA22D	GNMA II	3617XDHP1	3.50	12/20/2051	166,416.00	162,441.27
RB22D----PA22D	GNMA II	3617YFF36	3.00	4/20/2052	215,674.20	212,529.88
RB22D----PA22D	GNMA II	3617YFF44	3.50	4/20/2052	1,190,210.18	1,163,887.99
RB22D----PA22D	GNMA II	3617YFF51	4.00	4/20/2052	910,919.00	898,270.62
RB22D----PA22D	GNMA II	3617YFK22	3.50	5/20/2052	14,935,133.00	14,754,833.39
RB22D----PA22D	GNMA II	3617YFK30	4.00	5/20/2052	4,297,650.00	4,248,111.20
RB22D----PA22D	GNMA II	3617YFS57	4.00	6/20/2052	8,747,320.00	8,498,442.13
RB22D----PA22D	GNMA II	3617YFS65	4.50	6/20/2052	5,450,765.00	5,403,983.65
RB22EF-P----PA22E-P	FHLMC	3133BFJW1	5.50	7/1/2052	137,084.18	136,256.06
RB22EF-P----PA22E-P	FHLMC	3133BHFX9	4.00	6/1/2052	203,746.00	202,467.04
RB22EF-P----PA22E-P	FHLMC	3133BHFY7	5.00	7/1/2052	966,220.00	961,150.17
RB22EF-P----PA22E-P	FHLMC	3133BHFZ4	5.50	8/1/2052	2,323,438.00	2,311,042.44
RB22EF-P----PA22E-P	FHLMC	3133BKRE1	5.00	7/1/2052	273,464.00	272,328.00
RB22EF-P----PA22E-P	FNMA	3140MRUS4	5.00	5/1/2052	333,474.00	330,831.31
RB22EF-P----PA22E-P	FNMA	3140MW5N2	3.00	1/1/2052	87,304.00	86,468.72
RB22EF-P----PA22E-P	FNMA	3140MW5P7	3.50	5/1/2052	510,558.00	505,276.24
RB22EF-P----PA22E-P	FNMA	3140MW5Q5	4.00	6/1/2052	1,363,400.06	1,325,503.51
RB22EF-P----PA22E-P	FNMA	3140MW5R3	4.50	6/1/2052	6,174,147.00	6,127,107.29
RB22EF-P----PA22E-P	FNMA	3140MW5S1	5.00	7/1/2052	3,065,259.00	3,043,533.00
RB22EF-P----PA22E-P	FNMA	3140MW5T9	5.50	7/1/2052	8,657,338.00	8,586,262.81
RB22EF-P----PA22E-P	FNMA	3140MYJ29	4.00	5/1/2052	305,419.00	303,419.40
RB22EF-P----PA22E-P	FNMA	3140MYJ37	4.50	6/1/2052	767,090.02	762,504.82
RB22EF-P----PA22E-P	FNMA	3140MYJ45	5.00	8/1/2052	3,424,445.00	3,403,155.77
RB22EF-P----PA22E-P	FNMA	3140MYJ52	5.50	8/1/2052	6,258,080.51	6,126,558.25
RB22EF-P----PA22E-P	FNMA	3140MYJ60	6.00	8/1/2052	412,544.28	410,538.94
RB22EF-P----PA22E-P	FNMA	3140MYJY9	3.00	2/1/2052	85,141.00	84,446.95
RB22EF-P----PA22E-P	FNMA	3140MYJZ6	3.50	5/1/2052	207,693.04	206,252.50
RB22EF-P----PA22E-P	FNMA	3140N04R3	4.00	6/1/2052	341,405.00	339,408.61
RB22EF-P----PA22E-P	FNMA	3140N04S1	5.00	8/1/2052	1,073,715.00	1,066,897.07
RB22EF-P----PA22E-P	FNMA	3140N04T9	5.50	8/1/2052	203,491.00	202,454.62
RB22EF-P----PA22E-P	GNMA II	3617FLAR6	3.00	6/20/2052	713,738.00	708,037.46
RB22EF-P----PA22E-P	GNMA II	3617FLAS4	3.50	6/20/2052	511,751.04	507,828.89
RB22EF-P----PA22E-P	GNMA II	3617FLAT2	4.00	7/20/2052	527,254.00	523,655.63
RB22EF-P----PA22E-P	GNMA II	3617FLAU9	5.00	8/20/2052	17,818,400.80	17,713,693.64
RB22EF-P----PA22E-P	GNMA II	3617FLAU9	5.00	8/20/2052	111,287.20	110,633.24
RB22EF-P----PA22E-P	GNMA II	3617FLAV7	5.50	8/20/2052	3,173,165.19	3,155,816.54
RB22EF-P----PA22E-P	GNMA II	3617FLJ89	3.50	4/20/2052	151,112.00	150,235.29
RB22EF-P----PA22E-P	GNMA II	3617FLJ97	5.00	9/20/2052	12,954,434.10	12,830,261.32
RB22EF-P----PA22F-P	FNMA	3133BFJT8	4.00	6/1/2052	459,676.00	455,994.72
RB22EF-P----PA22F-P	FHLMC	3133BFJU5	4.50	6/1/2052	726,890.12	721,368.47
RB22EF-P----PA22F-P	FHLMC	3133BFJV3	5.00	7/1/2052	663,311.00	658,594.31
RB22EF-P----PA22F-P	FHLMC	3133BFJW1	5.50	7/1/2052	472,304.20	469,451.04
RB22EF-P----PA22F-P	GNMA II	3617FLKA2	5.50	9/20/2052	16,394,459.00	16,325,590.47
RB22EF-P----PA22F-P	GNMA II	3617FLKB0	6.00	8/20/2052	777,089.00	774,128.55
RB22EF-P----PA22F-P	GNMA II	3617FLKC8	6.50	9/20/2052	615,474.00	612,459.46
RB22EF-P----PA22F-P	GNMA II	3617YF4U8	2.50	4/20/2052	92,022.00	91,077.22
RB22EF-P----PA22F-P	GNMA II	3617YF4V6	3.00	4/20/2052	102,685.01	101,716.07
RB22EF-P----PA22F-P	GNMA II	3617YF4W4	4.00	6/20/2052	1,059,969.00	1,051,362.19
RB22EF-P----PA22F-P	GNMA II	3617YF4X2	4.50	6/20/2052	6,099,257.00	6,052,766.88
RB22EF-P----PA22F-P	GNMA II	3617YF4Y0	5.00	7/20/2052	17,089,129.00	16,813,812.54
RB22EF-P----PA22F-P	GNMA II	3617YF4Z7	5.50	7/20/2052	2,771,601.00	2,753,308.79
RB22EF-P----PA22F-P	GNMA II	3617YFS73	5.00	6/20/2052	2,720,162.04	2,698,706.57
RB22GH-P----PA22G-P	FHLMC	3133BKRF8	5.50	8/1/2052	1,438,533.00	1,432,044.25
RB22GH-P----PA22G-P	FHLMC	3133BKRG6	6.00	9/1/2052	207,792.00	206,286.96
RB22GH-P----PA22G-P	FHLMC	3133BKRH4	6.50	8/1/2052	997,081.00	992,764.85

RB22GH-P----PA22G-P	FNMA	3133BNJ20	5.50	9/1/2052	2,398,177.10	2,389,945.96
RB22GH-P----PA22G-P	FNMA	3133BNJ38	6.00	9/1/2052	1,184,875.03	1,181,518.03
RB22GH-P----PA22G-P	FNMA	3133BNJ46	6.50	8/1/2052	32,924.00	32,839.85
RB22GH-P----PA22G-P	FNMA	3133BQDF0	5.00	7/1/2052	159,027.00	158,556.91
RB22GH-P----PA22G-P	FNMA	3133BQDG8	5.50	10/1/2052	1,245,104.00	1,241,813.83
RB22GH-P----PA22G-P	FNMA	3133BQDH6	6.00	11/1/2052	568,583.00	567,338.59
RB22GH-P----PA22G-P	FNMA	3133BRR97	5.50	11/1/2052	2,180,465.00	2,177,160.03
RB22GH-P----PA22G-P	FNMA	3133BRSA3	6.00	11/1/2052	339,801.00	339,499.38
RB22GH-P----PA22G-P	FNMA	3133BRSB1	6.50	11/1/2052	739,659.00	738,667.80
RB22GH-P----PA22G-P	FNMA	3140MYJ52	5.50	8/1/2052	2,973,135.49	2,910,650.92
RB22GH-P----PA22G-P	FNMA	3140MYJ60	6.00	8/1/2052	119,513.72	118,932.77
RB22GH-P----PA22G-P	FNMA	3140MYJ78	6.50	7/1/2052	401,353.00	314,530.01
RB22GH-P----PA22G-P	FNMA	3140N04T9	5.50	8/1/2052	7,074,644.00	7,038,612.98
RB22GH-P----PA22G-P	FNMA	3140N04U6	6.00	8/1/2052	2,813,649.19	2,802,749.03
RB22GH-P----PA22G-P	FNMA	3140N04V4	6.50	8/1/2052	1,228,698.15	1,221,575.90
RB22GH-P----PA22G-P	FNMA	3140N4HT7	4.00	4/1/2052	163,612.23	162,958.04
RB22GH-P----PA22G-P	FNMA	3140N4HU4	5.00	9/1/2052	865,488.00	862,181.37
RB22GH-P----PA22G-P	FNMA	3140N4HV2	5.50	10/1/2052	11,977,565.00	11,939,831.00
RB22GH-P----PA22G-P	FNMA	3140N4HW0	6.00	10/1/2052	4,677,454.00	4,661,787.66
RB22GH-P----PA22G-P	FNMA	3140N4HX8	6.50	9/1/2052	463,287.00	462,083.62
RB22GH-P----PA22G-P	FNMA	3140N5SG0	5.00	10/1/2052	435,728.00	434,795.33
RB22GH-P----PA22G-P	FNMA	3140N5SH8	5.50	10/1/2052	9,947,028.00	9,915,589.22
RB22GH-P----PA22G-P	FNMA	3140N5SJ4	6.00	10/1/2052	3,504,489.00	3,497,981.90
RB22GH-P----PA22G-P	FNMA	3140N5SK1	6.50	10/1/2052	411,649.00	410,481.87
RB22GH-P----PA22G-P	FNMA	3140N7C24	6.50	11/1/2052	1,000,540.00	999,276.52
RB22GH-P----PA22G-P	FNMA	3140N7CX6	5.00	9/1/2052	133,271.00	133,124.01
RB22GH-P----PA22G-P	FNMA	3140N7CY4	5.50	12/1/2052	9,964,085.00	9,953,644.63
RB22GH-P----PA22G-P	FNMA	3140N7CZ1	6.00	11/1/2052	2,543,005.00	2,540,715.28
RB22GH-P----PA22G-P	GNMA II	3617FL5D3	5.00	12/20/2052	9,930,806.00	9,919,557.97
RB22GH-P----PA22G-P	GNMA II	3617FL5F8	5.50	12/20/2052	13,930,573.00	13,913,643.17
RB22GH-P----PA22G-P	GNMA II	3617FL5H4	6.00	11/20/2052	2,137,455.00	2,134,850.23
RB22GH-P----PA22G-P	GNMA II	3617FL5K7	6.50	11/20/2052	531,966.00	531,276.62
RB22GH-P----PA22G-P	GNMA II	3617FL5L5	7.00	11/20/2052	178,705.00	178,565.12
RB22GH-P----PA22G-P	GNMA II	3617FLAW5	6.50	7/20/2052	266,256.00	265,068.89
RB22GH-P----PA22G-P	GNMA II	3617FLKB0	6.00	8/20/2052	456,032.00	454,294.67
RB22GH-P----PA22G-P	GNMA II	3617FLKC8	6.50	9/20/2052	591,991.12	589,091.59
RB22GH-P----PA22G-P	GNMA II	3617FLPN9	4.50	8/20/2052	416,146.08	414,639.94
RB22GH-P----PA22G-P	GNMA II	3617FLPP4	5.00	10/20/2052	5,386,868.00	5,368,557.44
RB22GH-P----PA22G-P	GNMA II	3617FLPQ2	5.50	10/20/2052	15,360,501.23	15,311,756.22
RB22GH-P----PA22G-P	GNMA II	3617FLPR0	6.00	9/20/2052	366,907.00	365,881.51
RB22GH-P----PA22G-P	GNMA II	3617FLPS8	6.50	9/20/2052	95,161.00	94,902.15
RB22GH-P----PA22G-P	GNMA II	3617FLVE2	5.00	11/1/2052	8,124,410.00	8,104,893.62
RB22GH-P----PA22G-P	GNMA II	3617FLVF9	5.50	11/1/2052	16,936,971.00	16,901,438.25
RB22GH-P----PA22G-P	GNMA II	3617FLVG7	6.00	11/1/2052	646,686.00	645,504.45
RB22GH-P----PA22G-P	GNMA II	3617FLVH5	6.50	11/1/2052	95,037.00	94,846.66
RB-P----SPF-P	INT ONLY	3137FVKS0	3.00	8/25/2050	1,568,172.00	1,328,975.16
RB-P----SPF-P	FNMA	3138Y34M0	4.50	7/1/2044	886,687.00	361,210.29
RB-P----SPF-P	GNMA II	36179QJU6	4.50	7/20/2044	4,135,397.00	376,816.84
RB-P----SPF-P	GNMA II	3617A9TE7	3.50	9/20/2045	4,772,000.00	1,705,742.91
RB-P----SPF-P	INT ONLY	38382GW32	3.50	7/20/2050	530,242.00	414,842.08
RB-P----SPF-P	INT ONLY	38382HQE3	2.50	8/20/2050	10,108,754.00	7,710,940.30
TOTAL			3.568		1,937,736,273.69	1,414,168,512.93

1 - Mortgage Back Security Information consists of all MBS holdings under the General Resolution; MBS Information is not limited to the Program Account(s)

IHDA REVENUE BONDS
UNSCHEDULED REDEMPTION
For the period November 01, 2022 through January 31, 2023

BOND REDEMPTION DATE: **11/01/2022**

SERIES: **2017 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
TERM	45201YN29	3.125	02/01/2047	209,254.49
				209,254.49

IHDA REVENUE BONDS
UNSCHEDULED REDEMPTION
For the period November 01, 2022 through January 31, 2023

BOND REDEMPTION DATE: **12/01/2022**

SERIES: **2017 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
TERM	45201YN29	3.125	02/01/2047	234,318.70
				234,318.70

IHDA REVENUE BONDS
UNSCHEDULED REDEMPTION
For the period November 01, 2022 through January 31, 2023

BOND REDEMPTION DATE: **01/01/2023**

SERIES: **2016 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201YG92	1.950	04/01/2023	260,000.00
TERM	45201YJ32	4.000	04/01/2046	510,000.00
				770,000.00

SERIES: **2017 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
TERM	45201YN29	3.125	02/01/2047	267,705.43
				267,705.43

SERIES: **2017 SERIES B**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201YP50	2.250	04/01/2023	285,000.00
TERM	45201YR33	4.000	10/01/2048	1,355,000.00
				1,640,000.00

SERIES: **2018 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201YV53	2.650	04/01/2023	160,000.00
TERM	45201YX85	4.500	10/01/2048	840,000.00
				1,000,000.00

SERIES: **2019 SERIES C**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201Y2U0	1.700	04/01/2023	50,000.00
TERM	45201Y3R6	4.000	10/01/2049	575,000.00
				625,000.00

SERIES: **2019 SERIES D**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201Y3Y1	1.400	04/01/2023	540,000.00
TERM	45201Y4V6	3.750	04/01/2050	910,000.00
				1,450,000.00

SERIES: **2020 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201Y5B9	1.000	04/01/2023	615,000.00
TERM	45201Y6B8	3.750	04/01/2050	1,080,000.00
				1,695,000.00

SERIES: **2020 SERIES B**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED

SERIAL	45201Y6J1	0.400	04/01/2023	630,000.00
TERM	45201Y7D3	3.000	10/01/2050	1,370,000.00
				2,000,000.00

SERIES: **2021 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45201Y7H4	0.250	04/01/2023	620,000.00
TERM	45201Y8H3	3.000	04/01/2051	600,000.00
				1,220,000.00

SERIES: **2021 SERIES B**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45203MAD3	0.250	04/01/2023	590,000.00
TERM	45203MBD2	3.000	04/01/2051	1,055,000.00
				1,645,000.00

SERIES: **2021 SERIES C**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45203MBG5	0.303	04/01/2023	400,000.00
				400,000.00

SERIES: **2021 SERIES D**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45203MCC3	0.200	04/01/2023	520,000.00
TERM	45203MDC2	3.000	10/01/2051	390,000.00
				910,000.00

SERIES: **2022 SERIES A**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45203MEW7	1.650	04/01/2023	690,000.00
TERM	45203MFW6	3.500	04/01/2052	50,000.00
				740,000.00

SERIES: **2022 SERIES B**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45203MDZ1	2.500	04/01/2023	305,000.00
				305,000.00

SERIES: **2022 SERIES C**

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
SERIAL	45203MFX4	2.050	04/01/2023	735,000.00
TERM	45203MGV7	4.500	10/01/2052	440,000.00
				1,175,000.00

SERIES: **2022 SERIES E**

IHDA REVENUE BOND
UNSCHEDULED REDEMPTION
For the period November 01, 2022 through January 31, 2023

BOND TYPE	CUSIP	BOND RATE	MATURITY DATE	BONDS REDEEMED
TERM	45203MHX2	5.250	10/01/2052	95,000.00
				95,000.00

IHDA REVENUE BONDS
BONDS OUTSTANDING
Information As Of 1/31/2023 (Unless Otherwise Indicated)

SERIES: **2016 SERIES A**
ISSUANCE DATE: 3/16/2016
ISSUANCE AMOUNT: 70,115,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201YG92	1.95	255,000.00	4/1/2023
SERIAL	45201YH26	2.05	520,000.00	10/1/2023
SERIAL	45201YH34	2.15	525,000.00	4/1/2024
SERIAL	45201YH42	2.20	530,000.00	10/1/2024
SERIAL	45201YH59	2.35	540,000.00	4/1/2025
SERIAL	45201YH67	2.40	540,000.00	10/1/2025
SERIAL	45201YH75	2.50	550,000.00	4/1/2026
SERIAL	45201YH83	2.55	555,000.00	10/1/2026
SERIAL	45201YH91	2.65	560,000.00	4/1/2027
SERIAL	45201YJ40	2.70	575,000.00	10/1/2027
TERM	45201YJ57	3.13	2,500,000.00	10/1/2031
TERM	45201YJ32	4.00	6,990,000.00	4/1/2046
			14,640,000.00	

SERIES: **2017 SERIES A**
ISSUANCE DATE: 1/31/2017
ISSUANCE AMOUNT: 62,315,562.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
TERM	45201YN29	3.13	22,264,544.00	2/1/2047
			22,264,544.00	

SERIES: **2017 SERIES B**
ISSUANCE DATE: 12/19/2017
ISSUANCE AMOUNT: 120,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201YP50	2.25	285,000.00	4/1/2023
SERIAL	45201YP68	2.30	575,000.00	10/1/2023
SERIAL	45201YP76	2.35	580,000.00	4/1/2024
SERIAL	45201YP84	2.45	585,000.00	10/1/2024
SERIAL	45201YP92	2.55	590,000.00	4/1/2025
SERIAL	45201YQ26	2.60	600,000.00	10/1/2025
SERIAL	45201YQ34	2.75	605,000.00	4/1/2026
SERIAL	45201YQ42	2.80	620,000.00	10/1/2026
SERIAL	45201YQ59	2.85	625,000.00	4/1/2027
SERIAL	45201YQ67	2.90	630,000.00	10/1/2027
SERIAL	45201YQ75	3.00	640,000.00	4/1/2028
SERIAL	45201YQ83	3.05	655,000.00	10/1/2028
TERM	45201YQ91	3.45	14,180,000.00	10/1/2033
TERM	45201YR33	4.00	19,410,000.00	10/1/2048
			40,580,000.00	

IHDA REVENUE BONDS
BONDS OUTSTANDING
Information As Of 1/31/2023 (Unless Otherwise Indicated)

SERIES: **2018 SERIES A**
ISSUANCE DATE: 10/25/2018
ISSUANCE AMOUNT: 91,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201YV53	2.65	155,000.00	4/1/2023
SERIAL	45201YV61	2.70	315,000.00	10/1/2023
SERIAL	45201YV79	2.80	325,000.00	4/1/2024
SERIAL	45201YV87	2.85	330,000.00	10/1/2024
SERIAL	45201YV95	2.95	335,000.00	4/1/2025
SERIAL	45201YW29	2.95	335,000.00	10/1/2025
SERIAL	45201YW37	3.10	340,000.00	4/1/2026
SERIAL	45201YW45	3.10	350,000.00	10/1/2026
SERIAL	45201YW52	3.25	355,000.00	4/1/2027
SERIAL	45201YW60	3.30	360,000.00	10/1/2027
SERIAL	45201YW78	3.35	365,000.00	4/1/2028
SERIAL	45201YW86	3.40	370,000.00	10/1/2028
SERIAL	45201YW94	3.50	380,000.00	4/1/2029
SERIAL	45201YX28	3.55	385,000.00	10/1/2029
SERIAL	45201YX36	3.60	395,000.00	4/1/2030
SERIAL	45201YX44	3.65	400,000.00	10/1/2030
TERM	45201YX51	3.85	7,965,000.00	10/1/2033
TERM	45201YX69	4.13	1,535,000.00	10/1/2038
TERM	45201YX85	4.50	18,810,000.00	10/1/2048
			33,805,000.00	

SERIES: **2019 SERIES A**
ISSUANCE DATE: 3/7/2019
ISSUANCE AMOUNT: 66,750,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
TERM	45201Y2K2	4.25	18,780,000.00	10/1/2049
			18,780,000.00	

SERIES: **2019 SERIES B**
ISSUANCE DATE: 3/7/2019
ISSUANCE AMOUNT: 30,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
VARIABLE	45201Y2L0	1.83	30,000,000.00	4/1/2042
			30,000,000.00	

SERIES: **2019 SERIES C**
ISSUANCE DATE: 6/27/2019
ISSUANCE AMOUNT: 92,500,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201Y2U0	1.70	45,000.00	4/1/2023
SERIAL	45201Y2V8	1.70	95,000.00	10/1/2023

SERIAL	45201Y2W6	1.75	95,000.00	4/1/2024
SERIAL	45201Y2X4	1.80	95,000.00	10/1/2024
SERIAL	45201Y2Y2	1.85	100,000.00	4/1/2025
SERIAL	45201Y2Z9	1.90	100,000.00	10/1/2025
SERIAL	45201Y3A3	5.00	1,145,000.00	4/1/2026
SERIAL	45201Y3B1	5.00	1,155,000.00	10/1/2026
SERIAL	45201Y3C9	5.00	1,175,000.00	4/1/2027
SERIAL	45201Y3D7	5.00	1,185,000.00	10/1/2027
SERIAL	45201Y3E5	5.00	1,200,000.00	4/1/2028
SERIAL	45201Y3F2	5.00	1,215,000.00	10/1/2028
SERIAL	45201Y3G0	5.00	1,235,000.00	4/1/2029
SERIAL	45201Y3H8	5.00	1,250,000.00	10/1/2029
SERIAL	45201Y3J4	5.00	1,270,000.00	4/1/2030
SERIAL	45201Y3K1	5.00	1,285,000.00	10/1/2030
SERIAL	45201Y3L9	2.50	230,000.00	4/1/2031
SERIAL	45201Y3M7	2.55	235,000.00	10/1/2031
TERM	45201Y3N5	2.80	8,370,000.00	10/1/2034
TERM	45201Y3P0	3.00	790,000.00	10/1/2039
TERM	45201Y3R6	4.00	22,990,000.00	10/1/2049
			45,260,000.00	

SERIES: **2019 SERIES D**
ISSUANCE DATE: 12/19/2019
ISSUANCE AMOUNT: 125,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201Y3Y1	1.40	540,000.00	4/1/2023
SERIAL	45201Y3Z8	1.50	1,085,000.00	10/1/2023
SERIAL	45201Y4A2	1.60	1,095,000.00	4/1/2024
SERIAL	45201Y4B0	1.60	1,105,000.00	10/1/2024
SERIAL	45201Y4C8	1.70	1,115,000.00	4/1/2025
SERIAL	45201Y4D6	1.75	1,120,000.00	10/1/2025
SERIAL	45201Y4E4	1.80	1,135,000.00	4/1/2026
SERIAL	45201Y4F1	1.85	1,145,000.00	10/1/2026
SERIAL	45201Y4G9	1.95	1,155,000.00	4/1/2027
SERIAL	45201Y4H7	2.00	1,165,000.00	10/1/2027
SERIAL	45201Y4J3	2.05	1,175,000.00	4/1/2028
SERIAL	45201Y4K0	2.10	1,190,000.00	10/1/2028
SERIAL	45201Y4L8	2.15	1,205,000.00	4/1/2029
SERIAL	45201Y4M6	2.20	1,215,000.00	10/1/2029
SERIAL	45201Y4N4	2.25	1,230,000.00	4/1/2030
SERIAL	45201Y4P9	2.30	1,250,000.00	10/1/2030
SERIAL	45201Y4Q7	2.35	1,260,000.00	4/1/2031
SERIAL	45201Y4R5	2.40	1,270,000.00	10/1/2031
TERM	45201Y4S3	2.70	11,180,000.00	10/1/2034
TERM	45201Y4T1	2.95	2,165,000.00	10/1/2039
TERM	45201Y4V6	3.75	34,515,000.00	4/1/2050
			68,315,000.00	

SERIES: **2020 SERIES A**
ISSUANCE DATE: 3/26/2020
ISSUANCE AMOUNT: 125,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE

SERIAL	45201Y5B9	1.00	610,000.00	4/1/2023
SERIAL	45201Y5C7	1.00	1,230,000.00	10/1/2023
SERIAL	45201Y5D5	1.05	1,235,000.00	4/1/2024
SERIAL	45201Y5E3	1.10	1,245,000.00	10/1/2024
SERIAL	45201Y5F0	1.10	1,255,000.00	4/1/2025
SERIAL	45201Y5G8	1.13	1,255,000.00	10/1/2025
SERIAL	45201Y5H6	1.20	1,265,000.00	4/1/2026
SERIAL	45201Y5J2	1.25	1,270,000.00	10/1/2026
SERIAL	45201Y5K9	1.35	1,525,000.00	4/1/2027
SERIAL	45201Y5L7	1.40	1,535,000.00	10/1/2027
SERIAL	45201Y5M5	1.45	1,545,000.00	4/1/2028
SERIAL	45201Y5N3	1.50	1,560,000.00	10/1/2028
SERIAL	45201Y5P8	1.55	1,380,000.00	4/1/2029
SERIAL	45201Y5Q6	1.60	1,460,000.00	10/1/2029
SERIAL	45201Y5R4	1.63	1,595,000.00	4/1/2030
SERIAL	45201Y5S2	1.65	1,605,000.00	10/1/2030
SERIAL	45201Y5T0	1.70	1,620,000.00	4/1/2031
SERIAL	45201Y5U7	1.75	1,635,000.00	10/1/2031
SERIAL	45201Y5V5	1.80	1,300,000.00	4/1/2032
SERIAL	45201Y5W3	1.85	1,670,000.00	10/1/2032
SERIAL	45201Y5X1	1.90	1,685,000.00	4/1/2033
SERIAL	45201Y5Y9	1.90	1,700,000.00	10/1/2033
TERM	45201Y5Z6	2.13	7,945,000.00	10/1/2035
TERM	45201Y6A0	2.40	9,525,000.00	10/1/2040
TERM	45201Y6B8	3.75	34,955,000.00	4/1/2050
			83,605,000.00	

SERIES: **2020 SERIES B**
ISSUANCE DATE: 10/15/2020
ISSUANCE AMOUNT: 80,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201Y6J1	0.40	630,000.00	4/1/2023
SERIAL	45201Y6K8	0.45	1,265,000.00	10/1/2023
SERIAL	45201Y6L6	0.50	1,370,000.00	4/1/2024
SERIAL	45201Y6M4	0.55	1,375,000.00	10/1/2024
SERIAL	45201Y6N2	0.65	880,000.00	4/1/2025
SERIAL	45201Y6P7	0.70	1,390,000.00	10/1/2025
SERIAL	45201Y6Q5	0.85	1,395,000.00	4/1/2026
SERIAL	45201Y6R3	0.90	1,400,000.00	10/1/2026
SERIAL	45201Y6S1	1.10	1,410,000.00	4/1/2027
SERIAL	45201Y6T9	1.15	1,420,000.00	10/1/2027
SERIAL	45201Y7A9	1.85	525,000.00	4/1/2031
TERM	45201Y6V4	1.40	2,605,000.00	10/1/2028
TERM	45201Y6X0	1.60	2,640,000.00	10/1/2029
TERM	45201Y6Z5	1.75	2,685,000.00	10/1/2030
TERM	45201Y7D3	3.00	35,580,000.00	10/1/2050
			56,570,000.00	

SERIES: **2020 SERIES C**
ISSUANCE DATE: 10/15/2020
ISSUANCE AMOUNT: 40,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE

VARIABLE	45201Y6C6	1.85	40,000,000.00	4/1/2042
			40,000,000.00	

SERIES: **2021 SERIES A**
ISSUANCE DATE: 2/18/2021
ISSUANCE AMOUNT: 95,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45201Y7H4	0.25	620,000.00	4/1/2023
SERIAL	45201Y7J0	0.30	1,240,000.00	10/1/2023
SERIAL	45201Y7K7	0.35	1,245,000.00	4/1/2024
SERIAL	45201Y7L5	0.40	1,250,000.00	10/1/2024
SERIAL	45201Y7M3	0.45	1,255,000.00	4/1/2025
SERIAL	45201Y7N1	0.50	1,260,000.00	10/1/2025
SERIAL	45201Y7P6	0.55	1,265,000.00	4/1/2026
SERIAL	45201Y7Q4	0.60	1,270,000.00	10/1/2026
SERIAL	45201Y7R2	0.70	1,275,000.00	4/1/2027
SERIAL	45201Y7S0	0.75	1,285,000.00	10/1/2027
SERIAL	45201Y7T8	0.85	1,180,000.00	4/1/2028
SERIAL	45201Y7U5	0.90	1,300,000.00	10/1/2028
SERIAL	45201Y7V3	1.10	1,310,000.00	4/1/2029
SERIAL	45201Y7W1	1.15	1,320,000.00	10/1/2029
SERIAL	45201Y7X9	1.35	1,180,000.00	4/1/2030
SERIAL	45201Y7Y7	1.40	1,340,000.00	10/1/2030
SERIAL	45201Y7Z4	1.45	1,350,000.00	4/1/2031
SERIAL	45201Y8A8	1.50	1,290,000.00	10/1/2031
SERIAL	45201Y8B6	1.60	1,375,000.00	4/1/2032
SERIAL	45201Y8C4	1.65	1,390,000.00	10/1/2032
SERIAL	45201Y8D2	1.70	1,310,000.00	4/1/2033
SERIAL	45201Y8E0	1.75	1,420,000.00	10/1/2033
TERM	45201Y8F7	1.85	8,850,000.00	10/1/2036
TERM	45201Y8G5	2.00	12,280,000.00	10/1/2042
TERM	45201Y8H3	3.00	30,885,000.00	4/1/2051
			79,745,000.00	

SERIES: **2021 SERIES B**
ISSUANCE DATE: 6/29/2021
ISSUANCE AMOUNT: 125,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MAD3	0.25	585,000.00	4/1/2023
SERIAL	45203MAE1	0.35	1,095,000.00	10/1/2023
SERIAL	45203MAF8	0.40	1,030,000.00	4/1/2024
SERIAL	45203MAG6	0.45	1,015,000.00	10/1/2024
SERIAL	45203MAH4	0.50	1,000,000.00	4/1/2025
SERIAL	45203MAJ0	0.55	985,000.00	10/1/2025
SERIAL	45203MAK7	0.70	360,000.00	4/1/2026
SERIAL	45203MAL5	0.75	510,000.00	10/1/2026
SERIAL	45203MAM3	0.85	950,000.00	4/1/2027
SERIAL	45203MAN1	0.95	940,000.00	10/1/2027
SERIAL	45203MAP6	1.05	930,000.00	4/1/2028
SERIAL	45203MAQ4	1.20	925,000.00	10/1/2028
SERIAL	45203MAR2	1.30	915,000.00	4/1/2029
SERIAL	45203MAS0	1.40	905,000.00	10/1/2029

SERIAL	45203MAT8	1.50	1,105,000.00	4/1/2030
SERIAL	45203MAU5	1.55	1,290,000.00	10/1/2030
SERIAL	45203MAV3	1.65	1,435,000.00	4/1/2031
SERIAL	45203MAW1	1.70	1,530,000.00	10/1/2031
SERIAL	45203MAX9	1.75	2,045,000.00	4/1/2032
SERIAL	45203MAY7	1.80	2,070,000.00	10/1/2032
SERIAL	45203MAZ4	1.85	2,090,000.00	4/1/2033
SERIAL	45203MBA8	1.88	2,115,000.00	10/1/2033
TERM	45203MBB6	1.95	13,185,000.00	10/1/2036
TERM	45203MBC4	2.15	23,730,000.00	10/1/2041
TERM	45203MBD2	3.00	50,140,000.00	4/1/2051
			112,880,000.00	

SERIES: **2021 SERIES C**
ISSUANCE DATE: 6/29/2021
ISSUANCE AMOUNT: 19,280,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MBG5	0.30	395,000.00	4/1/2023
SERIAL	45203MBH3	0.35	880,000.00	10/1/2023
SERIAL	45203MBJ9	0.45	950,000.00	4/1/2024
SERIAL	45203MBK6	0.50	970,000.00	10/1/2024
SERIAL	45203MBL4	0.87	995,000.00	4/1/2025
SERIAL	45203MBM2	0.97	1,020,000.00	10/1/2025
SERIAL	45203MBN0	1.07	1,040,000.00	4/1/2026
SERIAL	45203MBP5	1.12	1,065,000.00	10/1/2026
SERIAL	45203MBQ3	1.45	1,085,000.00	4/1/2027
SERIAL	45203MBR1	1.60	1,115,000.00	10/1/2027
SERIAL	45203MBS9	1.70	1,135,000.00	4/1/2028
SERIAL	45203MBT7	1.75	1,160,000.00	10/1/2028
SERIAL	45203MBU4	1.98	1,185,000.00	4/1/2029
SERIAL	45203MBV2	2.03	1,220,000.00	10/1/2029
SERIAL	45203MBW0	2.08	1,040,000.00	4/1/2030
SERIAL	45203MBX8	2.13	880,000.00	10/1/2030
SERIAL	45203MBY6	2.18	750,000.00	4/1/2031
SERIAL	45203MBZ3	2.23	470,000.00	10/1/2031
			17,355,000.00	

SERIES: **2021 SERIES D**
ISSUANCE DATE: 9/23/2021
ISSUANCE AMOUNT: 125,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MCC3	0.20	515,000.00	4/1/2023
SERIAL	45203MCD1	0.25	950,000.00	10/1/2023
SERIAL	45203MCE9	0.30	885,000.00	4/1/2024
SERIAL	45203MCF6	0.35	865,000.00	10/1/2024
SERIAL	45203MCG4	0.45	855,000.00	4/1/2025
SERIAL	45203MCH2	0.55	840,000.00	10/1/2025
SERIAL	45203MCJ8	0.60	665,000.00	4/1/2026
SERIAL	45203MCK5	0.70	815,000.00	10/1/2026
SERIAL	45203MCL3	0.85	815,000.00	4/1/2027
SERIAL	45203MCM1	1.00	815,000.00	10/1/2027
SERIAL	45203MCN9	1.10	810,000.00	4/1/2028

SERIAL	45203MCP4	1.15	810,000.00	10/1/2028
SERIAL	45203MCQ2	1.30	810,000.00	4/1/2029
SERIAL	45203MCR0	1.40	810,000.00	10/1/2029
SERIAL	45203MCS8	1.50	890,000.00	4/1/2030
SERIAL	45203MCT6	1.60	1,110,000.00	10/1/2030
SERIAL	45203MCU3	1.70	1,285,000.00	4/1/2031
SERIAL	45203MCV1	1.75	1,075,000.00	10/1/2031
SERIAL	45203MCW9	1.85	2,020,000.00	4/1/2032
SERIAL	45203MCX7	1.90	2,050,000.00	10/1/2032
SERIAL	45203MCY5	1.95	2,070,000.00	4/1/2033
SERIAL	45203MCZ2	2.00	2,095,000.00	10/1/2033
TERM	45203MDA6	2.05	12,425,000.00	10/1/2036
TERM	45203MDB4	2.38	28,045,000.00	10/1/2042
TERM	45203MDC2	3.00	52,310,000.00	10/1/2051
			116,635,000.00	

SERIES: **2021 SERIES E**
ISSUANCE DATE: 9/23/2021
ISSUANCE AMOUNT: 19,300,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MDG3	0.42	835,000.00	10/1/2023
SERIAL	45203MDH1	0.65	905,000.00	4/1/2024
SERIAL	45203MDM0	1.05	1,000,000.00	4/1/2026
SERIAL	45203MDN8	1.20	1,020,000.00	10/1/2026
SERIAL	45203MDP3	1.36	1,035,000.00	4/1/2027
SERIAL	45203MDQ1	1.46	1,050,000.00	10/1/2027
SERIAL	45203MDR9	1.58	1,070,000.00	4/1/2028
SERIAL	45203MDS7	1.66	1,080,000.00	10/1/2028
SERIAL	45203MDT5	1.78	1,100,000.00	4/1/2029
SERIAL	45203MDU2	1.86	1,120,000.00	10/1/2029
SERIAL	45203MDV0	1.93	1,070,000.00	4/1/2030
SERIAL	45203MDW8	1.98	880,000.00	10/1/2030
SERIAL	45203MDX6	2.01	735,000.00	4/1/2031
SERIAL	45203MDY4	2.08	630,000.00	10/1/2031
SERIAL	45203MDJ7	0.72	935,000.00	10/1/2024
SERIAL	45203MDK4	0.90	950,000.00	4/1/2025
SERIAL	45203MDL2	0.95	970,000.00	10/1/2025
			16,385,000.00	

SERIES: **2022 SERIES A**
ISSUANCE DATE: 4/21/2022
ISSUANCE AMOUNT: 125,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MEW7	1.65	685,000.00	4/1/2023
SERIAL	45203MEX5	1.85	1,240,000.00	10/1/2023
SERIAL	45203MEY3	2.00	1,090,000.00	4/1/2024
SERIAL	45203MEZ0	2.15	980,000.00	10/1/2024
SERIAL	45203MFA4	2.30	975,000.00	4/1/2025
SERIAL	45203MFB2	2.40	975,000.00	10/1/2025
SERIAL	45203MFC0	2.50	980,000.00	4/1/2026
SERIAL	45203MFD8	2.60	980,000.00	10/1/2026
SERIAL	45203MFE6	2.70	980,000.00	4/1/2027

SERIAL	45203MFF3	2.75	980,000.00	10/1/2027
SERIAL	45203MFG1	2.80	985,000.00	4/1/2028
SERIAL	45203MFH9	2.85	985,000.00	10/1/2028
SERIAL	45203MFJ5	2.90	985,000.00	4/1/2029
SERIAL	45203MFK2	2.95	980,000.00	10/1/2029
SERIAL	45203MFL0	3.05	980,000.00	4/1/2030
SERIAL	45203MFM8	3.10	1,145,000.00	10/1/2030
SERIAL	45203MFN6	3.15	1,415,000.00	4/1/2031
SERIAL	45203MFP1	3.20	1,635,000.00	10/1/2031
SERIAL	45203MFQ9	3.30	1,805,000.00	4/1/2032
SERIAL	45203MFR7	3.35	1,920,000.00	10/1/2032
SERIAL	45203MFS5	3.40	2,610,000.00	4/1/2033
SERIAL	45203MFT3	3.45	2,755,000.00	10/1/2033
TERM	45203MFU0	3.55	16,170,000.00	10/1/2037
TERM	45203MFV8	3.75	24,060,000.00	10/1/2043
TERM	45203MFW6	3.50	54,480,000.00	4/1/2052
			122,775,000.00	

SERIES: **2022 SERIES B**
ISSUANCE DATE: 4/21/2022
ISSUANCE AMOUNT: 20,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MDZ1	2.50	305,000.00	4/1/2023
SERIAL	45203MEA5	2.60	730,000.00	10/1/2023
SERIAL	45203MEB3	2.80	585,000.00	4/1/2024
SERIAL	45203MEC1	3.00	965,000.00	10/1/2024
SERIAL	45203MED9	3.15	990,000.00	4/1/2025
SERIAL	45203MEE7	3.25	1,015,000.00	10/1/2025
SERIAL	45203MEF4	3.33	1,030,000.00	4/1/2026
SERIAL	45203MEG2	3.38	1,060,000.00	10/1/2026
SERIAL	45203MEH0	3.48	1,085,000.00	4/1/2027
SERIAL	45203MEJ6	3.53	1,110,000.00	10/1/2027
SERIAL	45203MEK3	3.58	1,140,000.00	4/1/2028
SERIAL	45203MEL1	3.65	1,165,000.00	10/1/2028
SERIAL	45203MEM9	3.70	1,195,000.00	4/1/2029
SERIAL	45203MEN7	3.75	1,230,000.00	10/1/2029
SERIAL	45203MEP2	3.80	1,265,000.00	4/1/2030
SERIAL	45203MEQ0	3.85	1,175,000.00	10/1/2030
SERIAL	45203MER8	3.90	1,000,000.00	4/1/2031
SERIAL	45203MES6	3.95	870,000.00	10/1/2031
SERIAL	45203MET4	4.00	775,000.00	4/1/2032
SERIAL	45203MEU1	4.03	730,000.00	10/1/2032
			19,420,000.00	

SERIES: **2022 SERIES C**
ISSUANCE DATE: 5/19/2022
ISSUANCE AMOUNT: 90,140,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MFX4	2.05	735,000.00	4/1/2023
SERIAL	45203MFY2	2.30	1,485,000.00	10/1/2023
SERIAL	45203MFZ9	2.50	1,500,000.00	4/1/2024
SERIAL	45203MGA3	2.70	1,520,000.00	10/1/2024

SERIAL	45203MGB1	2.85	1,540,000.00	4/1/2025
SERIAL	45203MGC9	3.00	1,560,000.00	10/1/2025
SERIAL	45203MGD7	3.10	1,580,000.00	4/1/2026
SERIAL	45203MGE5	3.15	1,605,000.00	10/1/2026
SERIAL	45203MGF2	3.20	1,630,000.00	4/1/2027
SERIAL	45203MGG0	3.25	1,655,000.00	10/1/2027
SERIAL	45203MGH8	3.30	1,680,000.00	4/1/2028
SERIAL	45203MGJ4	3.35	1,705,000.00	10/1/2028
SERIAL	45203MGK1	3.40	1,735,000.00	4/1/2029
SERIAL	45203MGL9	3.45	1,765,000.00	10/1/2029
SERIAL	45203MGM7	3.60	1,795,000.00	4/1/2030
SERIAL	45203MGN5	3.65	1,825,000.00	10/1/2030
SERIAL	45203MGP0	3.70	1,855,000.00	4/1/2031
SERIAL	45203MGQ8	3.75	1,890,000.00	10/1/2031
SERIAL	45203MGR6	3.80	1,925,000.00	4/1/2032
SERIAL	45203MGS4	3.85	1,960,000.00	10/1/2032
SERIAL	45203MGT2	3.90	1,995,000.00	4/1/2033
SERIAL	45203MGU9	4.00	2,035,000.00	10/1/2033
TERM	45203MGV7	4.50	51,970,000.00	10/1/2052
			88,945,000.00	

SERIES: **2022 SERIES D**
ISSUANCE DATE: 5/19/2022
ISSUANCE AMOUNT: 59,860,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
TERM	45203MGW5	1.88	59,860,000.00	4/1/2045
			59,860,000.00	

SERIES: **2022 SERIES E**
ISSUANCE DATE: 9/22/2022
ISSUANCE AMOUNT: 100,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MHA2	2.30	1,120,000.00	4/1/2023
SERIAL	45203MHB0	2.35	1,450,000.00	10/1/2023
SERIAL	45203MHC8	2.50	1,470,000.00	4/1/2024
SERIAL	45203MHD6	2.55	1,495,000.00	10/1/2024
SERIAL	45203MHE4	2.65	1,515,000.00	4/1/2025
SERIAL	45203MHF1	2.70	1,540,000.00	10/1/2025
SERIAL	45203MHG9	2.80	1,560,000.00	4/1/2026
SERIAL	45203MHH7	2.85	1,585,000.00	10/1/2026
SERIAL	45203MHJ3	3.00	1,610,000.00	4/1/2027
SERIAL	45203MHK0	3.05	1,635,000.00	10/1/2027
SERIAL	45203MHL8	3.10	1,665,000.00	4/1/2028
SERIAL	45203MHM6	3.15	1,695,000.00	10/1/2028
SERIAL	45203MHN4	3.25	1,720,000.00	4/1/2029
SERIAL	45203MHP9	3.30	1,755,000.00	10/1/2029
SERIAL	45203MHQ7	3.40	1,785,000.00	4/1/2030
SERIAL	45203MHR5	3.45	1,815,000.00	10/1/2030
SERIAL	45203MHS3	3.60	1,850,000.00	4/1/2031
SERIAL	45203MHT1	3.65	1,885,000.00	10/1/2031
SERIAL	45203MHU8	3.75	1,920,000.00	4/1/2032
SERIAL	45203MHV6	3.80	1,960,000.00	10/1/2032

TERM	45203MHW4	4.05	11,575,000.00	10/1/2035
TERM	45203MHX2	5.25	55,300,000.00	10/1/2052
			99,905,000.00	

SERIES: **2022 SERIES F**
ISSUANCE DATE: 9/22/2022
ISSUANCE AMOUNT: 50,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
TERM	45203MGY1	1.85	50,000,000.00	4/1/2045
			50,000,000.00	

SERIES: **2022 SERIES G**
ISSUANCE DATE: 12/1/2022
ISSUANCE AMOUNT: 150,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
SERIAL	45203MHZ7	5.50	1,090,000.00	10/1/2023
SERIAL	45203MJA0	5.50	1,115,000.00	4/1/2024
SERIAL	45203MJB8	5.50	1,150,000.00	10/1/2024
SERIAL	45203MJC6	5.50	1,180,000.00	4/1/2025
SERIAL	45203MJD4	5.50	1,215,000.00	10/1/2025
SERIAL	45203MJE2	5.50	1,250,000.00	4/1/2026
SERIAL	45203MJF9	5.50	1,280,000.00	10/1/2026
SERIAL	45203MJG7	5.50	1,315,000.00	4/1/2027
SERIAL	45203MJH5	5.50	1,350,000.00	10/1/2027
SERIAL	45203MJJ1	5.50	1,390,000.00	4/1/2028
SERIAL	45203MJK8	5.50	1,430,000.00	10/1/2028
SERIAL	45203MJL6	5.50	1,465,000.00	4/1/2029
SERIAL	45203MJM4	5.50	1,505,000.00	10/1/2029
SERIAL	45203MJN2	5.50	1,550,000.00	4/1/2030
SERIAL	45203MJP7	5.50	1,590,000.00	10/1/2030
SERIAL	45203MJQ5	5.50	1,635,000.00	4/1/2031
SERIAL	45203MJR3	5.50	1,680,000.00	10/1/2031
SERIAL	45203MJS1	5.50	1,725,000.00	4/1/2032
SERIAL	45203MJT9	4.25	1,775,000.00	10/1/2032
SERIAL	45203MJU6	4.35	1,815,000.00	4/1/2033
SERIAL	45203MJV4	4.40	1,855,000.00	10/1/2033
SERIAL	45203MJW2	4.45	1,895,000.00	4/1/2034
SERIAL	45203MJX0	4.50	1,940,000.00	10/1/2034
TERM	45203MJY8	4.65	12,640,000.00	10/1/2037
TERM	45203MJZ5	4.85	25,695,000.00	10/1/2042
TERM	45203MKA8	5.00	23,445,000.00	10/1/2046
TERM	45203MKB6	6.25	54,025,000.00	10/1/2052
			150,000,000.00	

SERIES: **2022 SERIES H**
ISSUANCE DATE: 12/1/2022
ISSUANCE AMOUNT: 100,000,000.00

BOND TYPE	CUSIP	BOND RATE	BONDS OUTSTANDING	MATURITY DATE
TERM	45203MHY0	3.47	100,000,000.00	10/1/2053

IHDA REVENUE BOND
BONDS OUTSTANDING
Information As Of 1/31/2023 (Unless Otherwise Indicated)

	100,000,000.00
IHDA REVENUE BOND	**1,487,724,544.00**

Summary of Investment Obligations

The following table sets for the nature of the investment, in which funds in the Program Account, Reserve Fund and Revenue Fund are invested, weighted average maturity in years and the weighted average interest rate or yield applicable to thet Investment Obligation as of January 31, 2023.

Bond Accounts	Investment Principal Outstanding Balance	Investment Principal Outstanding Weighted Average Interest Rate (%) (1)	Investment Principal Balance Weighted Average Maturity (Years)
Program Account			
FEDERAL HOME LOAN MORTGAGE CORPORATION	46,932,487.03	3.46	28.30
FEDERAL NATIONAL MORTGAGE ASSOCIATION	578,622,318.84	3.68	28.03
GOVERNMENT NATIONAL MORTGAGE ASSOCIATION	20,808,405.79	3.18	23.47
GINNIE MAE II	755,906,773.69	3.51	28.16
INVESTMENT AGREEMENT 30/360	100,000,000.00	5.40	0.83
	1,502,269,985.35	3.70	26.23
Special Program Fund			
COMMERCIAL PAPER	5,000,000.00	4.14	0.35
FEDERAL HOME LOAN BANK BONDS	2,000,000.00	4.60	1.66
FEDERAL NATIONAL MORTGAGE ASSOCIATION	361,210.29	4.50	21.43
GINNIE MAE II	2,082,559.75	3.68	22.44
INTEREST ONLY STRIPS	9,454,757.54	2.61	27.57
MUNICIPAL BONDS	1,575,000.00	2.33	0.78
	20,473,527.58	3.30	15.70
	1,522,743,512.93	3.69	26.09

(1) These interest rates are not guarantees of future rates of interest

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APPENDIX C

AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED)

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ILLINOIS HOUSING
DEVELOPMENT AUTHORITY

A Component Unit of the State of Illinois

Annual Comprehensive Financial Report

For the Fiscal Year Ended
June 30, 2022

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ILLINOIS HOUSING DEVELOPMENT AUTHORITY
A Component Unit of the State of Illinois

ANNUAL COMPREHENSIVE FINANCIAL REPORT
FOR THE FISCAL YEAR ENDED June 30, 2022

Prepared by:
IHDA Finance and
Accounting Staff

Illinois Housing Development Authority
111 E. Wacker Drive, Ste 1000 (312) 836-5200
Chicago, IL 60601 www.ihda.org

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Illinois Housing Development Authority
A Component Unit of the State of Illinois

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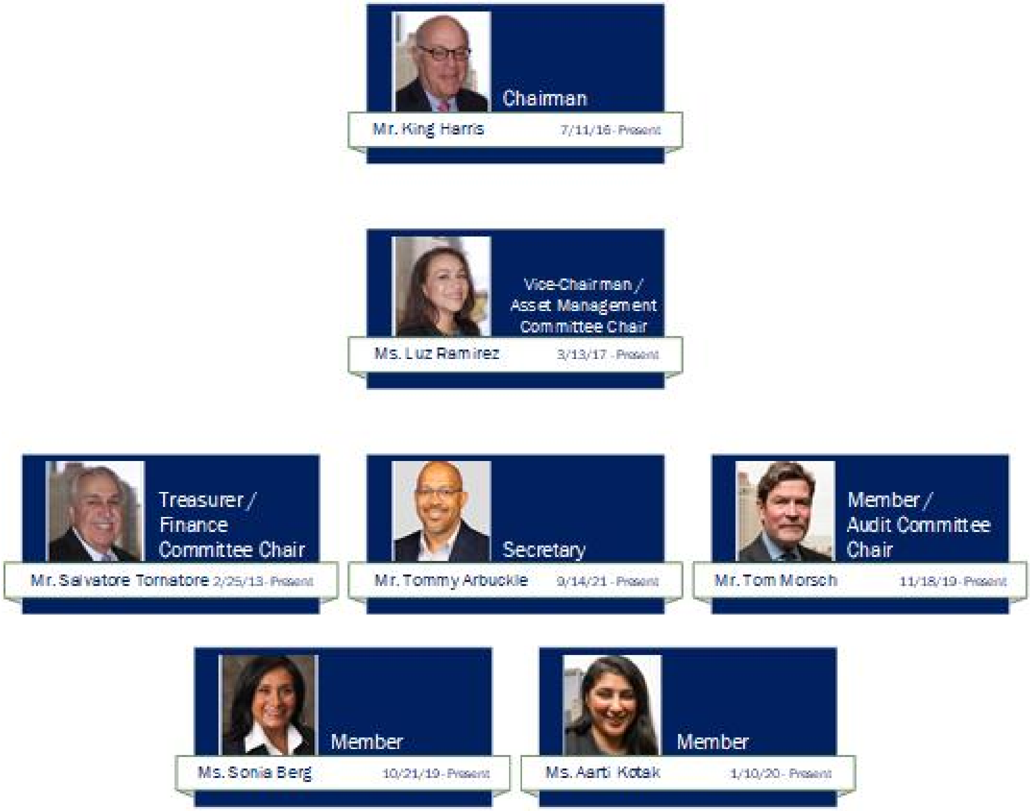
Illinois Housing Development Authority
A Component Unit of the State of Illinois

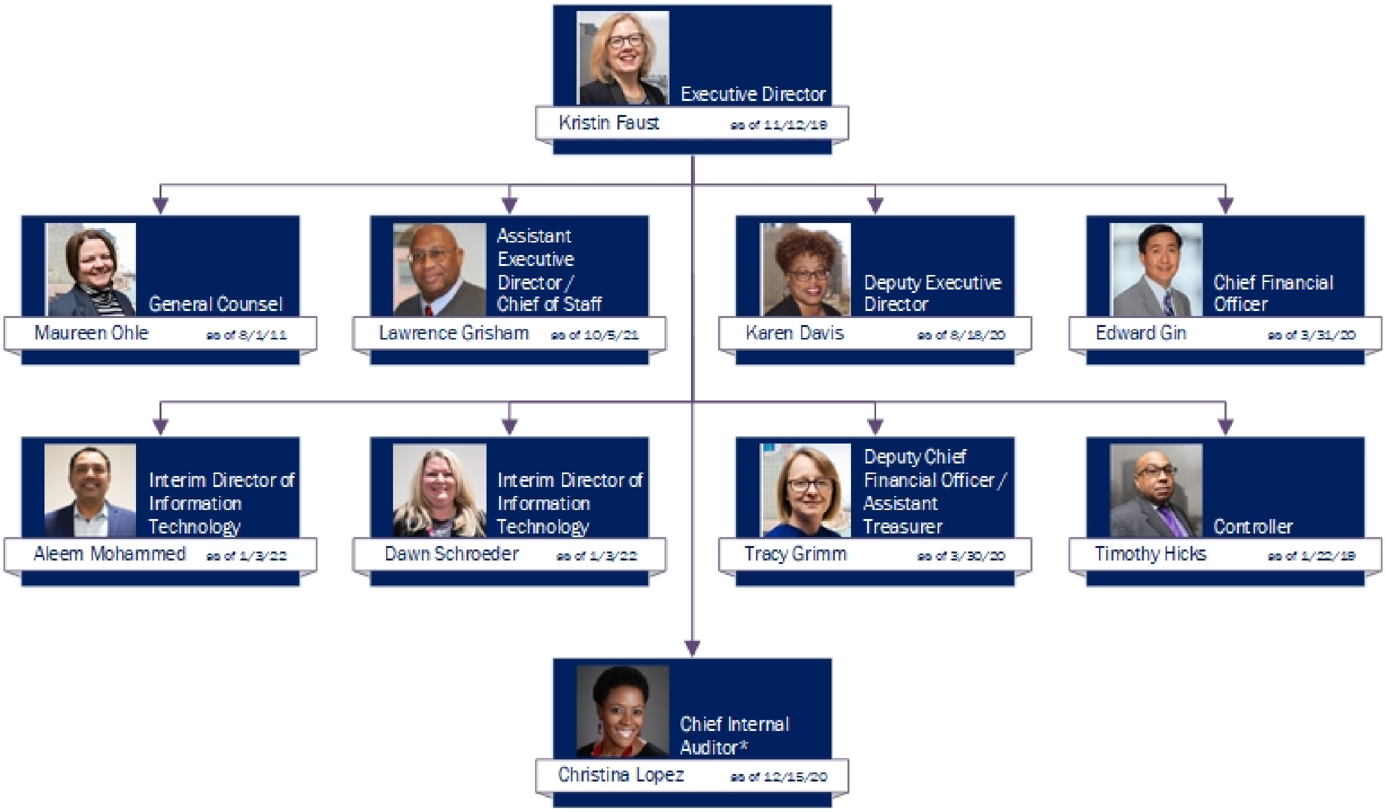
The Uniform Guidance Single Audit Report will be issued under separate cover.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

INTRODUCTORY SECTION



Note:
Mr. Darrel Hubbard served as Treasurer from October 21, 2019 through January 24, 2022.

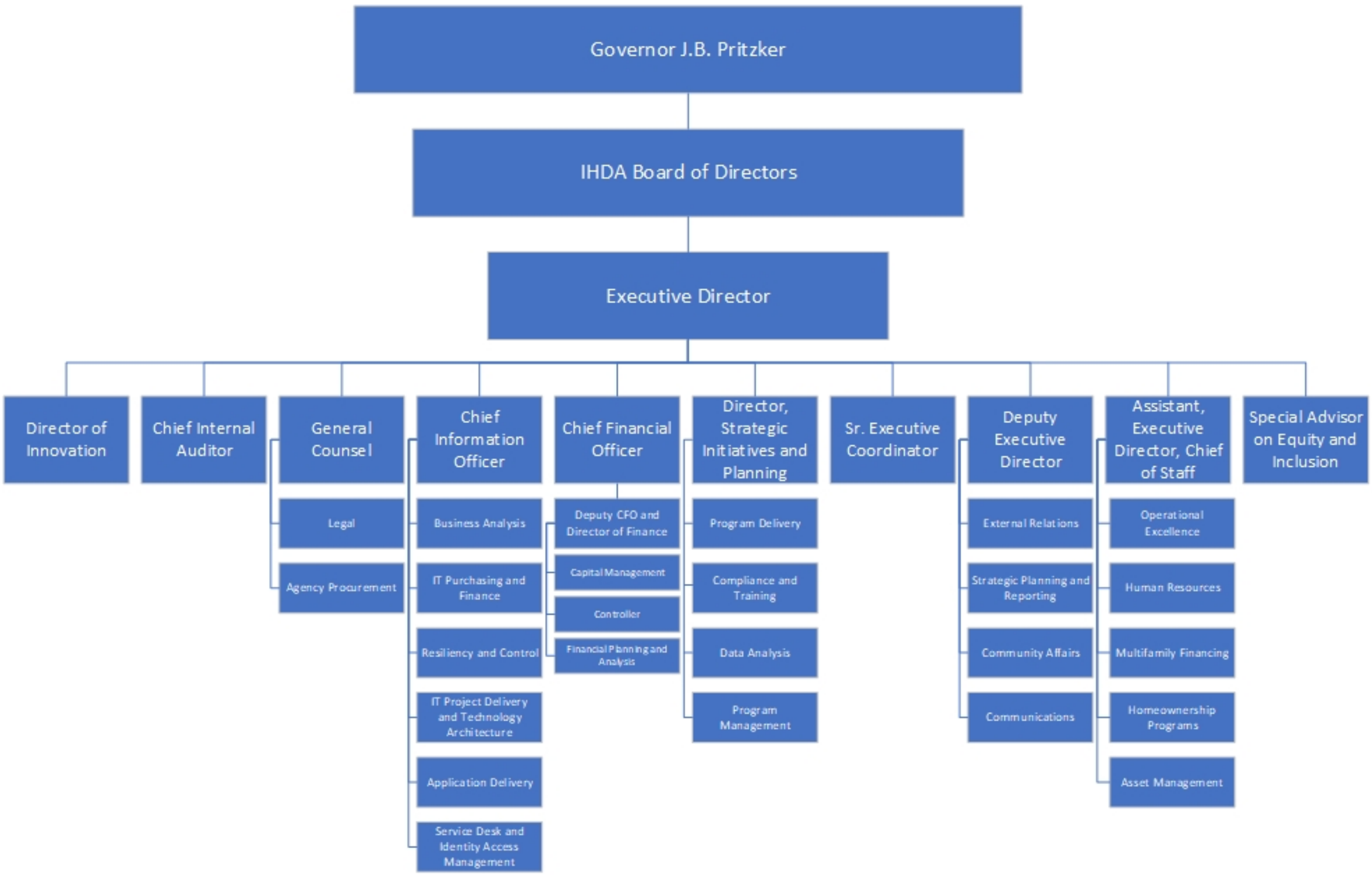


Note: Former Chief Information Officer Scot Berkey left the Agency on 1/28/22

Agency Officials are located at:

111 E. Wacker Drive, Suite 1000
Chicago, Illinois 60601

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Organizational Chart
Year Ended June 30, 2022



ILLINOIS HOUSING DEVELOPMENT AUTHORITY
WWW.IHDA.ORG

111 E. Wacker Drive
Suite 1000
Chicago, IL 60601
312.836.5200

December 15, 2022

The Honorable J.B. Pritzker
Office of the Governor
207 S. Spring St.
Springfield, Illinois 62704

Dear Governor Pritzker, Members of the IHDA Board, and Citizens of Illinois:

It is our pleasure to present the Annual Comprehensive Financial Report for the Illinois Housing Development Authority (IHDA, the Authority) for the fiscal year ended June 30, 2022, which provides an in-depth, detailed analysis of our financial transactions and standing for the fiscal year. Management assumes full responsibility for the completeness and reliability of the information contained in the report, based upon the design, implementation, and maintenance of a framework of internal control that it has established to ensure the Authority's financial statements are free from material misstatement, whether due to fraud or error. Because the cost of internal control should not exceed anticipated benefits, the objective is to provide a reasonable, rather than absolute, assurance that the financial statements are free of any misstatements.

The Authority is required to have an annual audit in accordance with the Governmental Account Audit Act (50 Illinois Compiled Statutes 310/2) and to file a complete audit, including annual financial statements, to the Illinois Office of the Comptroller.

This report has been prepared in accordance with Generally Accepted Accounting Principles (GAAP) and in conformance with the financial reporting principles and standards established by the Governmental Accounting Standards Board (GASB). Additionally, this report follows the guidelines recommended by the Government Finance Officers Association of the United States and Canada (GFOA) and will be submitted for its review and evaluation.

Reporting Entity

IHDA was created in 1967 by an act of the Illinois General Assembly for the purposes of assisting in the financing of decent, safe, and sanitary housing for persons and families of low and moderate income in the State and assisting in the financing of residential mortgages in the State. To accomplish its mission, the Authority is authorized to make mortgage or other loans to nonprofit corporations and limited profit entities for the acquisition, construction, or rehabilitation of affordable housing. IHDA is also authorized to issue bonds and notes to fulfill its corporate purposes, including the financing of mortgage and construction loans, the acquisition of residential mortgage loans and the making of loans for housing-related commercial facilities.

Over the years, the Authority's scope has expanded to address the diverse housing challenges facing Illinois. Today, IHDA administers a variety of programs focused on the following key areas: (1) Multi-Family and Single Family Housing Finance; (2) Community Revitalization; (3) Planning and Capacity Building; (4) Foreclosure and Eviction Prevention; and (5) Coordination with Other Public and Private Agencies.

The Authority implements an executive budget each fiscal year. The IHDA budget is approved by the IHDA Board by way of resolution. The executive budget is reviewed by the Executive Director, monitored for compliance on a monthly basis, and any use of the general fund beyond the approved executive budget must be approved by the IHDA Board of Directors. This annual budget serves as the basis for the Authority's financial planning and control.

Economic Condition and Outlook

According to estimates from the U.S. Census Bureau, Illinois' population in 2021 was 12,671,469, a decrease of 141,039 from the population reported in the 2020 Decennial Census. This represents a 1.1% year-over-year decrease compared to a national population increase of 0.1% in that same time.

Illinois' median household income was $72,205 in 2021, 3.6% above the national median of $69,717. The State's unemployment rate at the close of FY2022 was 4.7%, down from 7.2% at the end of FY2021 but 1.1% higher than the national unemployment rate of 3.6%. An estimated 12.1% of the State's population is below the federal poverty level compared to a national poverty rate of 12.8%.

Total housing production in Illinois increased in 2021 with permits issued for 19,658 residential units, up from 18,058 units in 2020 but still below 2019 and 2018 when 20,524 and 21,510 units were authorized, respectively. Illinois' rate of homeownership, as reported by the U.S. Census Bureau, was 67.5% in 2021, compared to a national rate of 65.4%. The median monthly housing costs paid by Illinois homeowners with a mortgage was $1,717 compared to the national median of $1,672, while the median gross rent paid by Illinois tenants was $1,106 compared to the national median of $1,191. Recent studies have found that an estimated 21.1% of homeowners and 44.1% of renters in Illinois are considered housing cost-burdened.

It is IHDA's mission to finance the creation and preservation of affordable housing in Illinois. During these times of economic challenges, the Authority maintains a proactive and innovative approach to fulfilling this mission in service to low-income and moderate-income families, seniors, persons with disabilities, persons at risk of homelessness, and special needs populations in Illinois.

Current Major Initiatives

Affordable Rental Housing

IHDA made significant progress in multifamily finance in FY2022, leveraging state and federal resources with access to private capital to create affordable housing for families, seniors, and people with special needs. During the course of the year, IHDA allocated $549.1 million in state and federal resources, awarded state and federal tax credits that generated $499.9 million in private investment, and leveraged an additional $457.5 million in non-Authority resources to finance the construction or preservation of 43 affordable rental developments in communities throughout the State. Located in 27 cities across 16 counties, these properties contain 4,145 affordable rental units, all of which are designated for income-eligible families, seniors, and special needs populations.

To further encourage development efforts to provide more opportunities for residents to succeed, in FY2022, IHDA introduced several new data tools and resources to increase transparency, allow for deeper analyses of local markets, and align investments with Authority goals. Additionally, as the COVID-19 pandemic threatened the financial viability of the State's pipeline of new affordable housing, IHDA worked closely with project sponsors to find solutions for developments impacted by changing interest rates, labor shortages, increased construction costs, and supply chain disruptions.

In addition to creating and preserving affordable rental housing, the Authority takes an active approach to oversee its rental portfolio, which includes over 100,900 units in 1,899 developments. To ensure Authority-financed properties remain financially viable and well-maintained over the long term, IHDA works directly with 429 unique property owners and management partners to provide comprehensive trainings, streamlined reporting processes, and subsidy programs designed to meet the housing needs of low and extremely low-income households.

Affordable Homeownership

Helping more Illinoisans achieve affordable and sustainable homeownership is a priority for the Authority. Owning a home is one of the most common strategies for working families to build household wealth and achieve financial security, but homeownership has been falling further out of reach for an entire generation due to rising costs, student debt, and an inadequate supply of affordable homes. While Illinois' homeownership rate of 67.5% is marginally higher than the national rate, younger buyers and Black and Indigenous People of Color households in particular remain underrepresented among homeowners. Towards this end, the Authority continues to create financing tools and outreach strategies that make homeownership accessible to a broader range of households with a goal of closing these disparities in homeownership rates by race and age.

In FY2022, IHDA originated $981.4 million in first mortgage loans and $53.9 million in down payment assistance to help 6,630 Illinois families purchase their first home in 90 of Illinois' 102 counties. This assistance was provided through the Authority's Access Mortgage and Opening Doors down payment assistance programs, each of which provide free financial education and pre-purchase counseling to ensure new buyers not only have the financial resources, but the education and support they need to make sustainable homeownership possible. The Opening Doors program in particular is designed to help borrowers of color, including Deferred Action for Childhood Arrivals recipients, who have historically faced steeper barriers to homeownership. In addition to providing financial assistance for down payments and closing costs, the program utilizes a robust marketing and outreach campaign that engages HUD-approved housing counseling agencies, realtors, mortgage lenders, and others who work with historically disinvested communities of color to increase awareness and promote homebuyer education among potential borrowers and industry professionals.

Emergency Foreclosure and Eviction Prevention

The economic fallout caused by the COVID-19 pandemic has highlighted the fundamental role of housing in keeping families safe, stable, and healthy, while also exposing the longstanding housing affordability crisis that existed throughout the nation. Though Illinois quickly enacted moratoriums on evictions and foreclosures, direct financial assistance was needed to assist those who were accruing considerable amounts of back rent or missed mortgage payments after a COVID-19-related financial hardship such as job or income loss.

In FY2020, IHDA delivered $230.6 million in rental assistance to 46,129 households and $98.5 million in mortgage payment assistance to 10,071 households to prevent eviction or foreclosure after a COVID-19-related loss of income. Building on this effort, IHDA launched the Illinois Rental Payment Program in 2021 to further support renters facing eviction due to COVID-19. By the end of the year, IHDA had disbursed an additional $584 million in emergency rental payments to help 63,964 renters pay overdue rent after a financial hardship caused by the pandemic.

In FY2022, the Rental Payment Program opened for a second round of applications and by the close of the fiscal year had delivered an additional $204 million in federal assistance to 27,279 renters throughout the state. FY2022 also saw the launch of the Illinois Homeowner Assistance Fund which has disbursed $12.7 million in emergency mortgage assistance on behalf of 1,116 homeowners to date. Those approvals will continue and IHDA expects to open future rounds of emergency mortgage assistance as well as a court-based rental assistance program in early FY2023.

Finally, IHDA continued to improve access to foreclosure prevention services and funded a network of counseling agencies that provided critical support and financial education to 2,894 families facing foreclosure, helping them explore their options to achieve the best possible outcome for their situation.

For many families, the high costs of repairs and maintenance can make homeownership unaffordable. The Census reports that 38.3% of housing units throughout Illinois are more than 60 years old, and many of these homes are in need of updates, renovations or repairs that can be out of reach for low-income households. In addition, the number of Illinois residents over the age of 65 increased by 30.3% since 2010, and while they may have the financial means to stay in their homes, many low-income seniors or persons with disabilities are forced to relocate due to accessibility concerns. For these reasons, the Authority has been working diligently to help municipalities maintain affordability, improve accessibility, and preserve the quality of the State's single-family housing stock.

In FY2022, IHDA utilized funds from the Illinois Affordable Housing Trust Fund to offer two programs that help existing homeowners make costly improvements and repairs. Through the Home Accessibility Program, IHDA partnered with local governments and non-profit organizations to help seniors and persons with disabilities make their homes safer and more accessible by installing interior chair lifts, platform lifts, exterior ramps, bathroom modifications and other improvements. For homeowners struggling with the high costs of maintenance on their aging properties, IHDA's Single-Family Rehabilitation Program helped eligible households afford work that corrected code violations, eliminated health and safety hazards, and lowered energy consumption. Together these programs awarded $3.7 million in funding to municipalities and non-profit agencies in 26 counties to help 117 families, seniors, and persons with disabilities remain comfortable and safe in their homes.

Looking ahead to FY2023, IHDA expects to fund local governments and nonprofit organizations under a new Home Repair and Accessibility Program which merges IHDA's existing repair and modification initiatives into a simplified program with one application, manual, and set of forms.

Community Revitalization

The Authority administered three community revitalization programs in FY2022 that provided $9.2 million to local jurisdictions for the purpose of acquiring 1,858 vacant or abandoned properties and returning them to productive and taxable use, either as affordable housing or other means. In cases where the properties are beyond repair and negatively impacting neighboring residences, the program also provides funds for demolition. To further empower local and regional revitalization efforts in communities outside the Chicago Metropolitan Area, IHDA's Land Bank Capacity Program provided funds to help local governments create and operate land banks to acquire, develop, or otherwise repurpose vacant properties within their jurisdictions.

Housing Planning and Coordination Efforts

The Authority continues to form partnerships and build the capacity of the affordable housing community.

Notably, work was completed throughout FY2022 to provide deeper analysis of the state and regional housing markets under the Illinois Housing Blueprint, a three to five-year planning process launched in 2021. For more than two years, IHDA planning experts, housing organizations, advocates and residents across Illinois have worked together to contribute to this comprehensive planning process. With the first installment of the multi-year planning project published in FY2021, IHDA convened three working groups throughout FY2022 that were tasked with developing actionable proposals and solutions to address the priority themes identified in the inaugural plan. Their findings and recommendations will be published in the next Blueprint report in early FY2023.

The Authority's team of Community Revitalization Specialists continued their work with communities throughout Illinois and formed partnerships to expand local planning capacity via a community revitalization strategy process in FY2022. Notably, the Authority made it a priority to reach out to smaller, rural communities that do not have the capacity to create and implement long-term housing plans. Under this effort, partnerships have increased local capacity to see affordable housing as an important element of local economic and community development goals and resulted in several tailored community revitalization strategies adopted by local jurisdictions to guide future development initiatives.

Also launched in FY2022 was IHDA's Supportive Housing Institute, a new capacity-building effort designed to increase the production of supportive housing for vulnerable populations. Intended for both new and experienced developers and service providers outside of the Chicago metro area, the Institute helps the State's supportive housing partners navigate the complex process of developing housing with supportive services by improving the planning, development, and initial project implementation processes.

Finally, the Authority continued its collaboration with the Illinois Department of Healthcare and Family Services, Illinois Department of Human Services, and Illinois Department on Aging in support of ILHousingSearch.org. This free housing locator service provides real-time, detailed information about available rental housing, including all IHDA-financed apartments as well as market rate units, to help Illinois residents find a rental home within their budget.

Other Information

Independent Audit

The Authority financial statements have been audited by CliftonLarsonAllen LLP, a firm of licensed Certified Public Accountants. The independent auditor concluded, based upon the audit, the Authority financial statements as of and for the fiscal year ending June 30, 2022, are fairly presented in conformity with GAAP. The independent auditors' report expresses an unmodified opinion and has been included in the Financial Statement section of this report.

Management's Discussion and Analysis

Management has provided a narrative overview and analysis of the financial activities of the Authority to accompany the basic financial statements in the form of a Management's Discussion and Analysis (MD&A). This transmittal letter is intended to complement the Authority's MD&A and should be read in conjunction with it. The Authority's MD&A can be found following the report of the independent auditor.

Financial Planning

The Authority has an investment policy that encompasses all funds related to the issuance of bonds, as well as all funds otherwise held by the Authority. The Authority seeks to ensure the safety of principal, consistently maintaining adequate liquidity, and to attain the highest possible return available given the risk constraints.

Acknowledgments

We believe our current Annual Comprehensive Financial Report meets the Government Finance Officers Association of the United States and Canada's (GFOA) Certificate of Achievement Program's requirements, and we are submitting it to the GFOA to determine its eligibility for a certificate. The fiscal year 2021 ACFR was submitted to the GFOA, and its eligibility for a certificate has not yet been determined as of the date of this report.

The preparation of this report was accomplished through the efficient and dedicated effort of IHDA's Finance department along with valuable assistance and information provided by other staff members of the Authority. This report is also available online at www.ihda.org/financial-accountability-reports

Sincerely,

Kristin Faust	Edward Gin
Kristin Faust	Edward Gin
Executive Director	Chief Financial Officer

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

FINANCIAL SECTION

INDEPENDENT AUDITORS' REPORT

Honorable Frank J. Mautino, Auditor General of the State of Illinois,
and Board of Directors
Illinois Housing Development Authority

Report on the Audit of the Financial Statements

Opinions

As Special Assistant Auditors for the Auditor General, we have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Illinois Housing Development Authority (the Authority), a component unit of the State of Illinois, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the Authority's basic financial statements as listed in the table of contents.

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the Authority, as of June 30, 2022, and the respective changes in financial position, and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinions

We conducted our audit in accordance with auditing standards generally accepted in the United States of America (GAAS). Our responsibilities under those standards are further described in the *Auditors' Responsibilities for the Audit of the Financial Statements* section of our report. We are required to be independent of the Authority and to meet our other ethical responsibilities, in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for twelve months beyond the financial statement date, including any currently known information that may raise substantial doubt shortly thereafter.

Auditors' Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditors' report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with GAAS will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with GAAS, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.

- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Authority's internal control. Accordingly, no such opinion is expressed.

- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.

- Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about the Authority's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control-related matters that we identified during the audit.

Honorable Frank J. Mautino, Auditor General of the State of Illinois,
and Board of Directors
Illinois Housing Development Authority

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that the management's discussion and analysis be presented to supplement the basic financial statements. Such information is the responsibility of management and, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with GAAS, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Supplementary Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The supplementary information, such as the combining and individual nonmajor governmental funds, mortgage loan program fund, and single family program fund financial statements are presented for purposes of additional analysis and are not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with GAAS. In our opinion, the supplementary information is fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Other Information

Management is responsible for the other information included in the annual report. The other information comprises the introductory and statistical sections but does not include the basic financial statements and our auditors' report thereon. Our opinions on the basic financial statements do not cover the other information, and we do not express an opinion or any form of assurance thereon.

In connection with our audit of the basic financial statements, our responsibility is to read the other information and consider whether a material inconsistency exists between the other information and the basic financial statements, or the other information otherwise appears to be materially misstated. If, based on the work performed, we conclude that an uncorrected material misstatement of the other information exists, we are required to describe it in our report.

CliftonLarsonAllen LLP

CliftonLarsonAllen LLP

Oak Brook, Illinois
December 15, 2022

This Section of the Illinois Housing Development Authority's (the Authority) annual financial report presents management's discussion and analysis of the Authority's financial performance during the fiscal year ended June 30, 2022. Please read it in conjunction with the Authority's financial statements, which follow this section.

Financial Highlights

- The Authority's net position decreased by $108.4 million, to $1,266.4 million as of June 30, 2022, from a decrease in the Authority's governmental activities ($51.3 million) and a decrease in business-type activities ($57.1 million).

- The Authority's net position from governmental activities decreased to $419.9 million, a $51.3 million decrease during the year, primarily due to a decrease in state assistance programs revenue ($77.5 million), higher grants expenses ($314.6 million), higher general and administrative ($14.1 million), higher provision for (reversal of) estimated losses on program loans receivable ($8.7 million), higher program income transferred to State of Illinois ($0.3 million), offset by increases in federal funds ($305.2 million) and interest and investment income ($2.4 million), and lower financing costs ($0.1 million). The Authority's net position from governmental activities overall decreased due to program grants in the Build Illinois Bond Program fund.

- The Authority's net position from business-type activities decreased to $846.5 million, a $57.1 million decrease from the prior year, primarily due to decreases in fair value of investment ($138.7 million), tax credit reservation and monitoring fees ($0.1 million), higher interest expense ($3.0 million), higher salaries and benefits ($2.3 million), higher provision for estimated losses on program loans receivable ($2.1 million), higher provision for estimated losses on MPC program ($1.7 million), higher professional fees ($1.6 million), higher financing costs ($1.6 million), and higher amortization expense ($1.3 million), offset by increases in gain/loss on investment sale revenues ($12.4 million), service fees ($4.0 million), other income ($3.6 million), development fees ($2.7 million), interest and other investment income ($8.1 million), interest earned on program loans ($0.8 million), HUD savings ($0.2 million), lower program grants expense ($15.5 million), lower general and administrative expenses ($0.8 million), lower provision for estimated losses on real estate held for sale ($0.1 million), and the increase caused by a change in accounting principle due to implementation of GASB Statement No. 87 *Leases* ($4.1 million).

- The Authority's gross debt issuances during the fiscal year ended June 30, 2022, totaled $582.7 million. The Authority's debt outstanding (net of discounts and premiums) totaled $1.9 billion as of June 30, 2022, which was $216.5 million more than the amount outstanding as of June 30, 2021.

- The Authority issued three (3) new series of fixed rate, tax-exempt Revenue Bonds, totaling $340.1 million, to fund its homeownership loan program. The bonds are secured by Government National Mortgage Association (GNMA) certificates, Fannie Mae (FNMA) mortgage-backed securities, and Freddie Mac (FHLMC) mortgage-backed securities.

- The Authority issued two (2) new series of fixed rate, taxable Revenue Bonds, totaling $39.3 million, to fund its homeownership loan program. The bonds are secured by GNMA certificates, FNMA mortgage-backed securities, and FHLMC mortgage-backed securities.

- The Authority issued one (1) new series of variable rate, tax-exempt Revenue Bonds, totaling $59.9 million, to fund its homeownership loan program. The bonds are secured by GNMA certificates, FNMA mortgage-backed securities, and FHLMC mortgage-backed securities.

- The Authority issued one (1) series of fixed rate, tax-exempt Multi-Family Revenue Bonds totaling $78.0 million, to finance a portion of the acquisition, rehabilitation, and equipping by the Series 2021C borrower of a 405-unit senior residential housing development and the new construction and equipping of an 80-unit multi-family residential housing development collectively known as "Sheffield Seniors" and "Sheffield Residences", respectively, located in Chicago, Illinois.

- The Authority issued one (1) series of fixed rate, tax-exempt Multi-Family Revenue Bonds totaling $21.8 million, to finance a portion of the acquisition, rehabilitation, and equipping by the Series 2022A borrower of a 212-unit multi-family residential housing development known as "Southern Hills-Orlando" located in Decatur, Illinois.

- The Authority issued one (1) series of fixed rate, taxable Multi-Family Revenue Bonds totaling $10.8 million, to finance a portion of the acquisition, rehabilitation, and equipping by the Series 2022B borrower of a 68-unit multi-family residential housing development known as "Walnut Place" located in Highland Park, Illinois.

- The Authority issued one (1) series of variable rate, tax-exempt Multi-Family Revenue Bonds totaling $23.6 million, to finance the refunding of two (2) prior series of Multi-Family Initiative Bonds which previously financed the rehabilitation and new construction of seven (7) multi-family and senior residential housing development with a total of 615 units located in Morton Grove, Chicago, Granite City, Moline, Belleville, Swansea, and Lake Zurich, Illinois.

- Program loan originations for fiscal year 2022 totaled $68.2 million and $116.5 million in the Authority's governmental and business-type activities, respectively, compared to fiscal year 2021 loan originations of $68.6 million and $157.7 million, respectively.

- During the fiscal year, the Authority continued to offer its ACCESS down payment programs. Available statewide, the program offers an affordable, fixed interest rate and up to $10,000 to assist eligible borrowers with their down payment and closing costs for the purchase of a new or existing home. Based on program structure and anticipated demand, the Authority's Administrative Fund and excess revenues held under various Authority bond funds are used to fund the ACCESS program.

- The Coronavirus Aid, Relief, and Economic Security (CARES) Act (2020) established the Coronavirus Relief Fund (CRF). The Authority was appropriated $396 million of the State's Coronavirus Relief Funds. Pursuant to the purpose of the appropriation, the Authority created the Emergency Rental Assistance (ERA) and Emergency Mortgage Assistance (EMA) programs. The Authority became the designated administrator for the Emergency Rental Assistance (ERA) and Emergency Mortgage Assistance (EMA) Program in Illinois. The purpose of CRF is to use monies appropriated from the State Coronavirus Urgent Remediation Emergency Fund to make ERA and EMA grants to eligible borrowers. During the fiscal year, the Authority returned $8.0 million to the State of Illinois.

- The Consolidated Appropriations Act (2021) appropriated Emergency Rental Assistance (ERA-1) to the State of Illinois to assist households that are unable to pay rent and utilities due to the COVID-19 pandemic. The Illinois Department of Commerce and Economic Opportunity (DCEO) granted the Authority $493.4 million to administer and manage the ERA-1 program. The Authority expended $355.5 million through grants and $16.4 million in general and administrative expenses.

- The American Rescue Plan Act (2021) appropriated funding to the State of Illinois for Emergency Rental Assistance (ERA-2), Homeowner Assistance Fund (HAF), and COVID-19 Affordable Housing Grant Program (CAHGP). ERA-2 assists households that are unable to pay rent and utilities. HAF assists homeowners who are unable to pay mortgage and escrowed housing related costs due to the COVID-19 pandemic. CAHGP provides vital funding for housing developments that have been awarded federal Low-Income Housing Tax Credits to overcome increased costs related to the pandemic. In partnership with the Illinois Emergency Management Agency (IEMA) and the Illinois Department of Human Services (DHS), the Authority administers and manages the ERA-2 program. The Authority was appropriated $368.7 million in the ERA-2 Program, with $242.9 million expended through grants, and $17.4 million in general and administrative expenses. The Authority was appropriated $387.0 million in the HAF Program, with $1.4 million expended through grants and $5.5 million in general and administrative expenses. The Authority was appropriated $75.0 million in the CAHGP Program, with $23.4 million expended through grants and $0.5 million in general and administrative expenses.

- The Authority also partnered with DuPage, Will and Kane counties to administer and manage their ERA-1 and ERA-2 Program Funds. The Authority expended a combined total $74.1 million in grants and $2.3 million in general and administrative expenses, respectively.

<u>Overview of the Financial Statements</u>

The financial statements consist of three parts – management's discussion and analysis (this section), the basic financial statements, and supplementary information. The basic financial statements include two types of statements that present different views of the Authority:

- The first two statements are government-wide financial statements that provide information about the Authority's overall financial position and operations. These statements, which are presented on the accrual basis, consist of the statement of net position and the statement of activities.

- The remaining statements are fund financial statements of the Authority's sixteen governmental funds, for which activities are funded from State appropriation (grants), U.S. Department of Housing & Urban Development (HUD), and U.S. Treasury Programs, and for which the Authority follows the modified accrual basis of accounting, and three proprietary funds, which operate similar to business activities and for which the Authority follows the accrual basis of accounting.

- The basic financial statements include notes to the financial statements that explain some of the information in the government-wide and fund financial statements, and provide more detailed data.

The remainder of this overview section of the management's discussion and analysis explains the structure and contents of each of these statements. The prior year results referred to throughout this section for comparison purposes are as previously reported.

The government-wide statements report information about the Authority as a whole using accounting methods similar to those used by private sector companies. The statement of net position includes all of the Authority's assets, deferred outflows of resources, liabilities, and deferred inflows of resources. All of the current year's revenues and expenses are accounted for in the statement of activities regardless of when cash is received or paid. Most of the Authority's activities are business-type and are reported in its proprietary funds. The fund financial statements provide more detailed information about the Authority's most significant funds but not the Authority as a whole.

The Authority manages two types of funds:

Governmental funds – The Authority is the administrator of sixteen governmental funds, of which the revenues are appropriated annually to the Illinois Department of Revenue (IDOR), with the exception of revenues received directly from the HOME program and National Housing Trust Fund. The Authority also received Emergency Rental Assistance Funds directly from the Illinois Department of Commerce and Economic Opportunity, with the Authority having intergovernmental agreements with the following counties: Will County, DuPage County, and Kane County. The Authority received Homeowner Assistance Fund (HAF) from the Illinois Department of Revenue. These fund statements focus on how cash and other assets flowing into the funds have been used.

Proprietary funds – The Authority's primary activities are in its three enterprise funds; for which activities are accounted in a manner similar to businesses operating in the private sector. Funding has primarily arisen through the issuances of both tax-exempt and taxable bonds, the proceeds of which are primarily used to provide various types of loans to finance low and moderate-income housing. The net position of these funds represents accumulated earnings since their inception and is generally restricted for program purposes.

Financial Analysis of the Authority as a Whole

Net Position

The combined net position of the Authority decreased by $108.4 million, or 7.9%, from July 1, 2021, through June 30, 2022. The following table shows a summary of changes from prior year amounts:

Condensed Statements of Net Position

Illinois Housing Development Authority's Net Position

(in millions of dollars)

	Governmental Activities		Business-Type Activities		Total		Increase/(Decrease)	
	2022	2021	2022	2021	2022	2021	Amount	Percentage
Current Assets:								
Cash and Investments – Unrestricted	$ 415.8	$ 416.9	$ 831.8	$ 783.6	$ 1,247.6	$ 1,200.5	$ 47.1	3.9 %
Investments - Restricted	48.3	12.0	195.6	163.3	243.9	175.3	68.6	39.1
Program Loans Receivable	35.5	23.2	16.4	18.0	51.9	41.2	10.7	26.0
Other Current Assets	39.4	36.5	31.1	16.1	70.5	52.6	17.9	34.0
Total Current Assets	539.0	488.6	1,074.9	981.0	1,613.9	1,469.6	144.3	9.8
Noncurrent Assets:								
Investments	—	—	72.1	87.0	72.1	87.0	(14.9)	(17.1)
Investments – Restricted	—	—	1,262.4	1,117.5	1,262.4	1,117.5	144.9	13.0
Net Program Loans Receivable	652.6	672.5	524.6	509.5	1,177.2	1,182.0	(4.8)	(0.4)
Capital Assets, Net	—	—	30.8	26.1	30.8	26.1	4.7	18.0
Other Assets	0.2	—	44.8	91.3	45.0	91.3	(46.3)	(50.7)
Total Noncurrent Assets	652.8	672.5	1,934.7	1,831.4	2,587.5	2,503.9	83.6	3.3
Total Assets	$ 1,191.8	$ 1,161.1	$ 3,009.6	$ 2,812.4	$ 4,201.4	$ 3,973.5	$ 227.9	5.7 %
Deferred Outflow of Resources:								
Accumulated Decrease in Fair Value of Hedge Derivatives	$ —	$ —	$ 0.5	$ 6.2	$ 0.5	$ 6.2	$ (5.7)	(91.9)%
Current Liabilities:								
Due to Grantees	71.0	64.9	—	—	71.0	64.9	6.1	9.4
Due to State of Illinois	122.3	98.4	—	—	122.3	98.4	23.9	24.3
Bonds and Notes Payable	—	—	56.1	82.2	56.1	82.2	(26.1)	(31.8)
Deposits Held in Escrow	—	—	149.2	140.3	149.2	140.3	8.9	6.3
Other Current Liabilities	278.0	213.7	50.4	32.4	328.4	246.1	82.3	33.4
Total Current Liabilities	471.3	377.0	255.7	254.9	727.0	631.9	95.1	15.0
Noncurrent Liabilities:								
Due to State of Illinois	300.5	312.9	—	—	300.5	312.9	(12.4)	(4.0)
Bonds and Notes Payable	—	—	1,891.7	1,648.9	1,891.7	1,648.9	242.8	14.7
Other Liabilities	—	—	8.0	9.6	8.0	9.6	(1.6)	(16.7)
Total Noncurrent Liabilities	300.5	312.9	1,899.7	1,658.5	2,200.2	1,971.4	228.8	11.6
Total Liabilities	$ 771.8	$ 689.9	$ 2,155.4	$ 1,913.4	$ 2,927.2	$ 2,603.3	$ 323.9	12.4 %

Condensed Statements of Net Position (Continued)

Illinois Housing Development Authority's Net Position
(in millions of dollars)

	Governmental Activities		Business-Type Activities		Total		Increase/(Decrease)	
	2022	2021	2022	2021	2022	2021	Amount	Percentage
Deferred Inflow of Resources:								
Accumulated Increase in Fair Value of Hedging Derivatives	$ —	$ —	$ 8.2	$ 1.6	$ 8.2	$ 1.6	$ 6.6	412.5 %
Net Position:								
Net Investment in Capital Assets	$ —	$ —	$ 8.6	$ 7.9	$ 8.6	$ 7.9	$ 0.7	9.1 %
Restricted	419.9	471.2	535.3	616.7	955.2	1,087.9	(132.7)	(12.2)
Unrestricted	—	—	302.6	279.0	302.6	279.0	23.6	8.5
Total Net Position	$ 419.9	$ 471.2	$ 846.5	$ 903.6	$ 1,266.4	$ 1,374.8	$ (108.4)	(7.9)%

Governmental Activities

Net position of the Authority's governmental activities decreased by $51.3 million, or 10.9%, to $419.9 million, mainly the result of increased program grants in the Build Illinois Bond Program Fund and an increase in the provision for estimated losses on program loans receivable in the American Recovery and Reinvestment Act Fund. There is no net position for four of the Authority's governmental activities recorded on the Authority's financial statements. The net position of the Illinois Affordable Housing Trust Fund is recorded as due to the State of Illinois. Revenues from the Rental Housing Support Program Fund, Emergency Rental Assistance Program Fund, and Homeowner Assistance Fund are disbursed as grant or administrative expenses, and therefore no net position is recorded on the Authority's financial statements.

Total net program loans receivable (current and noncurrent), decreased by $7.6 million, or 1.1%, to $688.1 million, mainly attributable to decreases in the Nonmajor Governmental Funds Fund ($6.7 million), and the Illinois Affordable Housing Trust Fund ($4.8 million), partially offset by an increase in the HOME Program Fund ($4.0 million). Cash and investments increased by $35.2 million, mainly from the new program - the Homeowner Assistance Fund ($206.6 million), Illinois Affordable Housing Trust Fund ($15.9 million), and HOME Program Fund ($3.4 million), partially offset by a decrease in Emergency Rental Assistance Program ($191.0 million) and Nonmajor Governmental Funds ($0.5 million). State statute and federal regulations restrict the use of the governmental funds to program activities.

The Authority's liabilities (current and noncurrent) increased by $81.9 million, mainly due to increased unearned revenue for the Homeowner Assistance Fund and the COVID -19 Affordable Housing Grant Program Fund by ($256.7 million), offset by a decrease in the Emergency Rental Assistance Program Fund of ($184.3 million). Amounts due to the State of Illinois (current and noncurrent) increased by $11.5 million. This item reflects a liability for the State of Illinois interest in the net position of the Affordable Housing Trust Fund as the Authority acts only as the administrator of (the Housing Program) and accounts for the interest in the net position to be that of the State of Illinois.

Business-Type Activities

The Authority's net position from business-type activities decreased by $57.1 million, or 6.3%, to $846.5 million.

Net program loans receivable (current and noncurrent) increased by $13.5 million, or 2.6%, to $541.0 million, mainly from the increase in the Mortgage Loan Program Fund ($33.6 million) due to loan originations exceeding loan repayments, offset by decreases in the Administrative Fund ($3.7 million) and the Single Family Program Fund ($16.4 million).

Cash and investments (current and noncurrent) increased by $210.5 million, or 9.8%, mainly due to increases in the Administrative Fund ($124.8 million), the Mortgage Loan Program Fund ($55.6 million), and the Single Family Program Fund ($30.2 million).

Total bonds and notes payable (current and noncurrent) increased by $216.7 million, or 12.5%, due to increases in the Administrative Fund ($5.9 million), the Mortgage Loan Program Fund ($22.6 million) and the Single Family Program Fund ($188.0 million).

The restricted net position of the Authority's business-type activities decreased by $81.4 million, or 13.2%, mostly due to the decrease in the Single-Family Program Fund ($91.7 million), offset by the increases in the Mortgage Loan Program Fund ($8.2 million) and the Administrative Fund ($2.1 million). The net position of the Authority's Bond Funds (Mortgage Loan Program Fund and Single-Family Program Fund) is classified as restricted, except for the $7.5 million net position invested in capital assets within the Mortgage Loan Program Fund.

Statement of Activities

The statement of activities shows the sources and uses of the Authority's changes in net position as they arise through its various programs and functions.

The governmental activities consist of programs recorded in five major governmental funds: Illinois Affordable Housing Trust Fund, HOME Program Fund, Rental Housing Support Program Fund, Emergency Rental Assistance Program Fund, and Homeowner Assistance Fund. Other programs are recorded in Nonmajor Governmental Funds and consist of the Build Illinois Bond Program Fund, Foreclosure Prevention Program Fund, Community Development Block Grant Fund, American Recovery and Reinvestment Act Fund, Foreclosure Prevention Graduated Program Fund, Neighborhood Stabilization Program Fund, Abandoned Property Program Fund, National Housing Trust Fund, Section 811 Project Rental Assistance Demonstration Program Fund, CV Urgent Remediation Emergency Fund, and COVID-19 Affordable Housing Grant Program Fund.

The business-type activities consist of two housing lending programs, the results of which are primarily recorded within the funds comprising the two major bond funds (the Mortgage Loan Program Fund and the Single Family Program Fund). Federal assistance activities, which involve the allocation of various federal subsidy funds directly to certain of the Authority's borrowers, the tax credit authorization and monitoring, and

Financial Adjustment Factor (FAF) lending programs, both of which activities are recorded in the Authority Administrative Fund.

A condensed summary of changes in net position for the fiscal year ended June 30, 2022, is shown in the following table.

Changes in Net Position

(In millions of dollars)

	Governmental Activities		Business-Type Activities		Total	
	2022	2021	2022	2021	2022	2021
Revenue:						
Program Revenues:						
Charges for Services	$ 4.8	$ 2.4	$ 70.0	$ 58.3	$ 74.8	$ 60.7
Operating/Grant/Federal Revenues	803.3	575.6	19.3	39.0	822.6	614.6
General Revenues:						
Investment Income (Loss)	—	—	(39.0)	79.1	(39.0)	79.1
Total Revenues	808.1	578.0	50.3	176.4	858.4	754.4
Expenses:						
Direct	799.5	476.1	91.5	94.2	891.0	570.3
Administrative	59.9	45.8	19.9	39.4	79.8	85.2
Total Expenses	859.4	521.9	111.4	133.6	970.8	655.5
Increase (Decrease) in Net Position	(51.3)	56.1	(61.1)	42.8	(112.4)	98.9
Net Position at Beginning of the Year	471.2	415.1	903.5	860.7	1,374.7	1,275.8
Change in Accounting Principle	—	—	4.1	—	4.1	—
Net Position at Beginning of Year, as Restated	471.2	—	907.6	—	1,378.8	—
Net Position at End of the Year	$ 419.9	$ 471.2	$ 846.5	$ 903.5	$ 1,266.4	$ 1,374.7

Governmental Activities

Revenues of the Authority's governmental activities, increased by $230.1 million from the prior year, due to an increase in the Emergency Rental Assistance Program Fund ($596.9 million) and the new federal program, Homeowner Assistance Fund ($7.1 million). These increases were partially offset by decreases in Non Major Government Other Programs ($367.7 million), the HOME program ($2.2 million), the Rental Housing Support Program ($2.0 million), and Illinois Affordable Housing Trust Program ($1.9 million).

Direct expenses of the Authority's governmental activities increased by $323.4 million from the prior year, due to an increase in the Emergency Fund ($596.9 million), the new federal program, Homeowner Assistance Fund ($7.1 million), and HOME Program ($1.3 million), offset by a decrease in Other Programs ($263.9 million), Illinois Affordable Housing Trust Program ($1.9 million), and Rental Housing Support Program ($2.0 million). The key driver of these increases is the program grants.

Business-Type Activities

Revenues of the Authority's business-type activities decreased by $126.1 million from the prior year, due to decreases in investment income ($118.1 million), operating/grant/federal revenues ($19.7 million) partially offset by an increase in charges for services ($11.7 million).

Direct expenses of the Authority's business-type activities which consist primarily of interest expense ($35.7 million) on Authority debt incurred to fund its various lending programs and the pass-through of federal assistance programs' funds ($19.3 million), decreased by $19.7 million from the prior year. The decrease was mainly due to lower federal assistance programs ($19.7 million), lower state assistance program ($0.3 million), lower program grants ($15.5 million), decrease in other general and administrative ($0.8 million), offset by an increase in interest expense of ($3.0 million), increase in salaries and benefits ($2.3 million), increase in professional fees ($1.6 million), increase in provision for (reversal of) estimated losses on program loans receivable ($2.1 million), and an increase in change in accrual for estimated losses on mortgage participation certificate program ($1.7 million).

Program revenues of the Mortgage Loan Program exceeded direct expenses by $11.3 million (see the Statement of Activities). The Authority's business-type activities had a ($39.0 million) of unrestricted investment losses.

Proprietary Fund Results

The net position of the Authority's proprietary funds decreased from June 30, 2021, amount by $57.1 million to $846.5 million. Certain prior year amounts have been reclassified for consistency with the current year presentation. These reclassifications had no effect on the reported net position. The following table summarizes the revenues, expenses, and changes in fund net position of the Authority's proprietary funds:

Changes in Net Position/Proprietary Funds

(In millions of dollars)

	Administrative Fund		Mortgage Loan Program Fund		Single Family Program Fund	
	Jun-22	Jun-21	Jun-22	Jun-21	Jun-22	Jun-21
Operating Revenues:						
Interest Earned on Program Loans	$ 0.6	$ 0.6	$ 15.3	$ 13.1	$ 4.8	$ 6.2
Interest and Other Income	20.2	8.6	1.3	1.2	29.4	33.0
Service Fees	11.3	7.3	—	—	—	—
Development Fees	8.5	5.8	—	—	—	—
HUD Savings	0.7	0.5	—	—	—	—
Tax Credit Reservation and Monitoring Fees	9.4	9.5	—	—	—	—
Other	6.3	4.5	12.3	10.5	—	—
Total Operating Revenues	57.0	36.8	28.9	24.8	34.2	39.2
Operating Expenses:						
Interest Expense	0.6	0.4	9.5	6.9	25.6	25.4
Salaries and Benefits	24.2	21.9	—	—	—	—
Professional Fees	5.3	3.7	—	—	—	—
Amortization Expense	1.3	—	—	—	—	—
Other General and Administrative	3.0	5.1	8.1	6.7	0.3	0.4
Financing Costs	1.4	1.3	0.2	0.1	4.5	3.1
Program Grants	3.2	18.7	—	—	—	—
Change in Accrual for Estimated Losses on Mortgage Participation Certificate Program	0.9	(0.8)	—	—	—	—
Provision for (Reversal of) Estimated Losses on Program Loans Receivable	3.5	1.2	(0.2)	(0.7)	(0.3)	0.4
Provision for Estimated Losses on Real Estate Held for Sale	—	—	—	0.1	0.3	0.3
Total Operating Expenses	43.4	51.5	17.6	13.1	30.4	29.6
Operating Income / Loss	13.6	(14.7)	11.3	11.7	3.8	9.6
Nonoperating Revenues and Expenses						
Gain/Loss on Investment Sale Revenue	49.4	37.1	—	—	(0.2)	(0.3)
Net Increase (Decrease) in Fair Value of Investments	(7.9)	2.5	(2.0)	(1.1)	(129.3)	(1.9)
State Assistance Revenues	0.7	0.4	—	—	—	—
State Assistance Expenses	(0.7)	(0.4)	—	—	—	—
Federal Assistance Programs Revenues	19.3	39.0	—	—	—	—
Federal Assistance Programs Expenses	(19.3)	(39.0)	—	—	—	—
Total Nonoperating Revenues and Expenses	41.5	39.6	(2.0)	(1.1)	(129.5)	(2.2)
Capital Contribution	0.1	—	—	—	—	—
Transfers	(12.9)	(2.8)	0.1	—	12.8	2.8
Change in Net Position	42.3	22.1	9.4	10.6	(112.9)	10.2
Net Position at Beginning of Year	324.6	302.5	359.1	348.5	219.9	209.7
Change in Accounting Principle	4.1	—	—	—	—	—
Net Position at Beginning of Year, as Restated	328.7	—	—	—	—	—
Net Position at End of Year	$ 371.0	$ 324.6	$ 368.5	$ 359.1	$ 107.0	$ 219.9

The net position of the Administrative Fund increased by $46.4 million which includes $4.1 million due to a Change in Accounting Principle, compared to the prior year increase of $22.1 million. Administrative Fund operating income was $13.6 million, an increase of $28.3 million compared to prior year operating loss of ($14.7 million), and net transfers out were $12.9 million, compared to $2.8 million in the prior year. The fiscal year 2022 operating income was primarily due to the increases in: service fees ($4.0 million), development fees ($2.7 million), and other income ($1.8 million), offset by a decrease in interest and other investment income ($11.6 million), tax credit reservation and monitoring fees ($0.1 million), higher salaries and benefits of ($2.3 million), higher interest expense ($0.2 million), higher professional fees ($1.6 million), higher losses on mortgage participation certificate program ($1.7 million), and higher financing cost ($0.1 million), offset by a decrease of lower program grants ($15.5 million).

The net position of the Mortgage Loan Program Fund increased by $9.4 million, compared to the prior year's increase of $10.6 million. Operating income was $11.3 million, a decrease of $0.4 million from prior year, mainly due to higher interest expense ($2.6 million), higher other general and administrative ($1.4 million), higher provision for (reversal of) estimated losses on program loans receivable ($0.5 million), and higher financing cost ($0.1 million), offset by an increase in interest earned on program loans ($2.2 million), other income ($1.8 million), interest income ($0.1 million), and a decrease in provision for estimated losses on real estate held for sale ($0.1 million).

The net position of the Single Family Program Fund decreased by ($112.9 million), compared to the prior year increase of $10.2 million. The decrease in current year is primarily due to non operating income in fair value of investments ($127.4 million) as illustrated in the paragraph below. Operating income was $3.8 million, compared to prior year operating income of ($9.6 million) mainly due to an increase in interest income ($3.6 million), lower provision for (reversal of) estimated losses on program loans receivable ($0.7 million), and lower other general and administrative ($0.1 million), offset by a decrease in interest earned on program loans ($1.4 million), increase in financing cost ($1.4 million), and interest expense ($0.2 million).

Non-operating Revenues and Expenses

Total non-operating revenues and expenses were ($90.0 million) for fiscal year 2022, a decrease of ($126.3 million) from fiscal year 2021. The decrease is primarily due to ($138.7 million) decrease in fair value of investments, offset by ($12.4 million) increase in gain/loss on investment sale revenues.

Authority Debt

Authority gross debt issuances during the fiscal year 2022 totaled $990.7 million with the issuance of Revenue Bonds ($439.3 million), premium on Revenue Bonds ($9.2 million) within the Single Family Program Fund, Multi-Family Revenue Bonds ($134.2 million), and Federal Home Loan Bank Advances ($408.0 million). Debt retirements within the Mortgage Loan Program, Single Family Program, and Administrative Funds were $111.6 million, $253.0 million, and $402.1 million, respectively. Total bonds and notes payable increased by $216.5 million. For additional information, see Note 8 – Bonds and Notes Payable in the Notes to the Financial Statements.

Pursuant to the IHDA Act, the Authority has the power to hold up to $7.2 billion of general and special limited obligation bonds and notes outstanding, excluding those issued to refund outstanding bonds and notes. As of June 30, 2022, amounts outstanding against this limitation were approximately $3.3 billion.

As of June 30, 2022, the Authority's Issuer Credit Ratings were A1 (Stable) by Moody's Investors Service, AA- (Stable) by Standard and Poor's and AA- (Positive) by Fitch Ratings. While Issuer Credit Ratings remain unchanged from prior year, Fitch revised the Authority's outlook in Fiscal Year 2022 with the revision from "stable" to "positive". Although no rating updates are expected at this time, Standard and Poor's has subsequently revised the outlook of the Authority from "stable" to "positive" in July 2022.

Economic Factors and Outlook

During the majority of fiscal year 2022, tax-exempt bond rates were favorable for new issuance, which provided the Authority an opportunity to issue tax-exempt fixed/variable rate long-term bonds in the amount of $400.0 million, and taxable fixed rate long-term bonds in the amount of $39.3 million in the Single Family Program. The Authority correspondingly issued both tax-exempt and taxable fixed rate long-term bonds in support of its Multi-Family Program in the amount of $123.4 million and $10.8 million, respectively.

During fiscal year 2022, the Authority continued to finance its activity relating to homeownership in the State of Illinois through the sale of mortgage-backed securities to the secondary market. The Authority uses forward commitments to lock in the price of securities related to secondary market sales.

The global outbreak of COVID-19 is affecting national capital markets and negatively impacting the overall economy. The Authority has a Continuity of Operations Plan which has allowed it to provide continued execution of its programs with minimal disruption. In response to COVID-19, the Authority is administering a new program, with federal funds from the Coronavirus Aid, Relief, and Economic Security (CARES) Act and may be asked to administer additional programs in the future in response to the pandemic. Furthermore, the Authority cannot predict the duration of the pandemic and how it may impact the Authority's housing and state revolving fund programs and financial position.

The American Rescue Plan Act (2021) established the Emergency Rental Assistance (ERA2), Homeowner Assistance Fund (HAF) and COVID-19 Affordable Housing Grant programs (CAHGP). ERA2 assists households that are unable to pay rent and utilities. HAF assists homeowners who are unable to pay mortgage, utilities, and real estate taxes due to the COVID-19 pandemic. CAHGP provides vital funding for housing developments that have been awarded federal Low-Income Housing Tax Credits to overcome increased costs related to the pandemic. In partnership with the Illinois Emergency Management Agency (IEMA) and the Illinois Department of Human Services (DHS), the Authority administers and manages the ERA2 program.

As the Authority moves into fiscal year 2023 and into the future, the Authority will continue to explore new methods to expand its Single Family and Multi-Family lending activities that are consistent with the State housing needs. The Authority will collaboratively work with other housing entities and stakeholders to provide effective and efficient housing solutions. The Authority will continue to explore solutions to prevent foreclosures by providing assistance to eligible homeowners who have and may still be experiencing significant financial hardship. Due to the continued impact of the COVID-19 pandemic and the inability to predict its duration, the level of uncertainty in the economy is intensified and will likely lead to a slow recovery in the housing market.

At this time, the Authority is not aware of any other facts, decisions, or conditions that are expected to have a significant effect on financial position or results of operations.

Capital Asset Activity

The Authority had no significant capital asset activity in fiscal year 2022. More details on capital asset activity can be found in Note 7 – Capital Asset in the Notes to the Financial Statements.

Contacting the Authority's Financial Management

This financial report is designed to provide the citizens of Illinois, our constituents, and investors with a general overview of the Authority's finances and to demonstrate the Authority's financial accountability over its resources. If you have questions about this report or need additional financial information, contact the Controller at the Illinois Housing Development Authority, 111 E. Wacker Drive, Suite 1000, Chicago, IL 60601, or visit our web site at: www.ihda.org.

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Statement of Net Position (Dollars in Thousands)
As of June 30, 2022

Assets	Governmental Activities	Business-Type Activities	Total
Current Assets:			
Cash and Cash Equivalents	$ —	$ 11,581	$ 11,581
Cash and Cash Equivalents - Restricted	415,847	582,137	997,984
Total Cash and Cash Equivalents	415,847	593,718	1,009,565
Investments	—	238,041	238,041
Investments - Restricted	48,267	195,634	243,901
Investment Income Receivable	—	527	527
Investment Income Receivable - Restricted	51	3,850	3,901
Program Loans Receivable	35,504	16,389	51,893
Grant Receivable	40,800	—	40,800
Interest Receivable on Program Loans	284	2,082	2,366
Other	56	22,779	22,835
Internal Balances	(1,838)	1,838	—
Total Current Assets	538,971	1,074,858	1,613,829
Noncurrent Assets:			
Investments	—	72,146	72,146
Investments - Restricted	—	1,262,381	1,262,381
Program Loans Receivable, Net of Current Portion	756,173	539,301	1,295,474
Less Allowance for Estimated Losses	(103,567)	(14,750)	(118,317)
Net Program Loans Receivable	652,606	524,551	1,177,157
Real Estate Held for Sale	—	394	394
Less Allowance for Estimated Losses	—	(138)	(138)
Net Real Estate Held for Sale	—	256	256
Due from Fannie Mae	—	30,161	30,161
Due from Freddie Mac	—	4,306	4,306
Capital Assets, Net	—	30,777	30,777
Derivative Instrument Asset	—	8,188	8,188
Other	179	1,966	2,145
Total Noncurrent Assets	652,785	1,934,732	2,587,517
Total Assets	1,191,756	3,009,590	4,201,346
Deferred Outflows of Resources			
Accumulated Decrease in Fair Value of Hedging Derivatives	—	523	523
Total Deferred Outflows of Resources	—	523	523

See accompanying notes to the financial statements.

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Statement of Net Position, continued (Dollars in Thousands)
As of June 30, 2022

	Governmental Activities	Business-Type Activities	Total
Liabilities			
Current Liabilities:			
Due to Grantees	$ 70,996	$ —	$ 70,996
Due to State of Illinois	122,342	—	122,342
Bonds and Notes Payable	—	56,060	56,060
Accrued Interest Payable	—	13,310	13,310
Unearned Revenue	278,011	2,965	280,976
Deposits Held in Escrow	—	149,196	149,196
Lease Liability	—	1,256	1,256
Accrued Liabilities and Other	11	32,890	32,901
Total Current Liabilities	471,360	255,677	727,037
Noncurrent Liabilities:			
Due to State of Illinois	300,488	—	300,488
Bonds and Notes Payable, Net of Current Portion	—	1,891,700	1,891,700
Unearned Revenue	—	2,707	2,707
Lease Liability, Net of Current Portion	—	4,820	4,820
Derivative Instrument Liability	—	523	523
Total Noncurrent Liabilities	300,488	1,899,750	2,200,238
Total Liabilities	771,848	2,155,427	2,927,275
Deferred Inflows of Resources			
Accumulated Increase in Fair Value of Hedging Derivatives	—	8,188	8,188
Unearned Revenue	—	4	4
Total Deferred Inflows of Resources	—	8,192	8,192
Net Position			
Net Investment in Capital Assets	—	8,616	8,616
Restricted for Bond Resolution Purposes	—	489,128	489,128
Restricted for Loan and Grant Programs	419,908	46,158	466,066
Unrestricted	—	302,592	302,592
Total Net Position	$ 419,908	$ 846,494	$ 1,266,402

See accompanying notes to the financial statements.

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Statement of Activities (Dollars in Thousands)
Year Ended June 30, 2022

		Program Revenues			Net (Expenses) Revenues and Changes in Net Position		
Functions/programs	Expenses	Charges for Services and Interest Income	Operating Grant/Federal Revenues	Capital Contributions	Governmental Activities	Business-Type Activities	Total
Governmental Activities:							
Illinois Affordable Housing Trust Program	$ 9,682	$ 27	$ 9,666	$ —	$ 11	$ —	$ 11
HOME Program	6,081	2,104	11,672	—	7,695	—	7,695
Rental Housing Support Program	19,425	35	19,383	—	(7)	—	(7)
Emergency Rental Assistance Program	708,578	62	708,516	—	—	—	—
Homeowner Assistance Fund	7,051	150	6,901	—	—	—	—
Other Programs	108,573	2,432	47,136	—	(59,005)	—	(59,005)
Total Governmental Activities	859,390	4,810	803,274	—	(51,306)	—	(51,306)
Business-Type Activities:							
Administrative Programs	63,379	37,552	19,250	—	—	(6,577)	(6,577)
Mortgage Loan Programs	17,642	27,639	—	—	—	9,997	9,997
Single Family Mortgage Loan Programs	30,420	4,827	—	—	—	(25,593)	(25,593)
Total Business-Type Activities	111,441	70,018	19,250	—	—	(22,173)	(22,173)
Total Authority	$ 970,831	$ 74,828	$ 822,524	$ —	(51,306)	(22,173)	(73,479)
General Revenues, Capital Contributions and Transfers:							
Net Investment Loss					—	(39,072)	(39,072)
Capital Contributions					—	75	75
Transfers					(27)	27	—
Total General Revenues, Capital Contributions, and Transfers					(27)	(38,970)	(38,997)
Change in Net Position					(51,333)	(61,143)	(112,476)
Net Position at Beginning of Year					471,241	903,556	1,374,797
Change in Accounting Principle					—	4,081	4,081
Net Position at Beginning of Year, as Restated					471,241	907,637	1,378,878
Net Position - End Of Year					$ 419,908	$ 846,494	$ 1,266,402

See accompanying notes to the financial statements.

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Balance Sheet – Governmental Funds (Dollars in Thousands)
As of June 30, 2022

	Major Funds						
Assets	Illinois Affordable Housing Trust Fund	HOME Program Fund	Rental Housing Support Program Fund	Emergency Rental Assistance Program Fund	Homeowner Assistance Fund	Nonmajor Governmental Funds	Total
Current Assets:							
Cash and Cash Equivalents - Restricted	$ 80,901	$ 15,967	$ 5,054	$ 22,027	$ 206,551	$ 85,347	$ 415,847
Investments - Restricted	—	—	48,267	—	—	—	48,267
Investment Income Receivable - Restricted	—	—	51	—	—	—	51
Program Loans Receivable	18,157	17,007	—	—	—	340	35,504
Grant Receivable	23,172	—	17,628	—	—	—	40,800
Interest Receivable on Program Loans	112	148	—	—	—	24	284
Other	—	—	—	56	—	—	56
Total Current Assets	122,342	33,122	71,000	22,083	206,551	85,711	540,809
Noncurrent Assets:							
Program Loans Receivable, Net of Current	349,940	301,815	—	—	—	104,418	756,173
Less Allowance for Estimated Losses	(49,452)	(31,806)	—	—	—	(22,309)	(103,567)
Net Program Loans Receivable	300,488	270,009	—	—	—	82,109	652,606
Other	—	8	—	163	—	8	179
Total Noncurrent Assets	300,488	270,017	—	163	—	82,117	652,785
Total Assets	$ 422,830	$ 303,139	$ 71,000	$ 22,246	$ 206,551	$ 167,828	$ 1,193,594
Liabilities and Fund Balances							
Current liabilities:							
Due to Grantees	$ —	$ —	$ 70,996	$ —	$ —	$ —	$ 70,996
Due to State of Illinois	122,342	—	—	—	—	—	122,342
Unearned Revenue	—	148	—	21,058	206,551	50,426	278,183
Accrued Liabilities and Other	—	—	—	4	—	7	11
Due to Other Funds	—	590	4	1,184	—	60	1,838
Total Current Liabilities	122,342	738	71,000	22,246	206,551	50,493	473,370
Noncurrent Liabilities:							
Due to State of Illinois	300,488	—	—	—	—	—	300,488
Total Liabilities	422,830	738	71,000	22,246	206,551	50,493	773,858
Fund Balances:							
Restricted	—	302,401	—	—	—	117,335	419,736
Total Fund Balances	—	302,401	—	—	—	117,335	419,736
Total Liabilities and Fund Balances	$ 422,830	$ 303,139	$ 71,000	$ 22,246	$ 206,551	$ 167,828	$ 1,193,594
Amounts reported for Governmental Activities in different due to:							
Unearned Interest Receivable on Certain Program Loans Receivable							$ 172
Net Position of Governmental Activities							$ 419,908

See accompanying notes to the financial statements.

Statement of Revenues, Expenditures and Changes in Fund Balances - Governmental Funds (Dollars in Thousands)
Year Ended June 30, 2022

	Major Funds						
	Illinois Affordable Housing Trust Fund	HOME Program Fund	Rental Housing Support Program Fund	Emergency Rental Assistance Program Fund	Homeowner Assistance Fund	Nonmajor Governmental Funds	Total
Revenues:							
Grants from State of Illinois	$ 9,666	$ —	$ 19,383	$ —	$ —	$ 4,237	$ 33,286
Federal Funds	—	11,672	—	708,516	6,901	42,899	769,988
Interest and Investment Income	27	2,104	35	62	150	2,430	4,808
Total Revenues	9,693	13,776	19,418	708,578	7,051	49,566	808,082
Expenditures:							
General and Administrative	4,691	3,256	635	36,105	5,544	9,685	59,916
Grants	4,964	—	18,790	672,402	1,357	88,044	785,557
Financing Costs	—	—	—	9	—	—	9
Program Income Transferred to State of Illinois	27	—	—	62	150	42	281
Provision for (Reversal of) Estimated Losses on Program Loans Receivable	—	2,825	—	—	—	10,802	13,627
Total Expenditures	9,682	6,081	19,425	708,578	7,051	108,573	859,390
Excess of Revenues Over (Under) Expenditures	11	7,695	(7)	—	—	(59,007)	(51,308)
Other Financing Sources (Uses)							
Transfer In	27	—	7	—	—	7,372	7,406
Transfer Out	(38)	—	—	—	—	(7,395)	(7,433)
Total Other Financing Sources (Uses)	(11)	—	7	—	—	(23)	(27)
Net Change in Fund Balances	—	7,695	—	—	—	(59,030)	(51,335)
Fund Balances at Beginning of Year	—	294,706	—	—	—	176,365	471,071
Fund Balances at End of Year	$ —	$ 302,401	$ —	$ —	$ —	$ 117,335	$ 419,736
Amounts reported for Governmental Activities in the Statement of Activities are different due to:							
Unearned Interest Receivable on Certain Program Loans Receivable							$ 2
Change in Net Position of Governmental Activities							$ (51,333)

See accompanying notes to the financial statements.

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Statement of Net Position – Proprietary Funds (Dollars in Thousands)
As of June 30, 2022

	Major Funds			
Assets	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Current Assets:				
Cash and Cash Equivalents	$ 11,581	$ —	$ —	$ 11,581
Cash and Cash Equivalents - Restricted	158,942	310,577	112,618	582,137
Total Cash and Cash Equivalents	170,523	310,577	112,618	593,718
Investments	238,041	—	—	238,041
Investments - Restricted	43,317	21,164	131,153	195,634
Investment Income Receivable	527	—	—	527
Investment Income Receivable - Restricted	186	47	3,617	3,850
Program Loans Receivable	621	5,799	9,969	16,389
Interest Receivable on Program Loans	67	1,416	599	2,082
Due from Other Funds	46,710	70,251	5,854	122,815
Other	22,779	—	—	22,779
Total Current Assets	522,771	409,254	263,810	1,195,835
Noncurrent Assets:				
Investments	72,146	—	—	72,146
Investments – Restricted	10,593	36,001	1,215,787	1,262,381
Program Loans Receivable, Net of Current Portion	55,185	394,059	90,057	539,301
Less Allowance for Estimated Losses	(9,169)	(3,360)	(2,221)	(14,750)
Net Program Loans Receivable	46,016	390,699	87,836	524,551
Real Estate Held for Sale	75	—	319	394
Less Allowance for Estimated Losses	—	—	(138)	(138)
Net Real Estate Held for Sale	75	—	181	256
Due from Fannie Mae	—	30,161	—	30,161
Due from Freddie Mac	—	4,306	—	4,306
Capital Assets, Net	7,191	23,586	—	30,777
Derivative Instrument Asset	—	309	7,879	8,188
Other	1,729	237	—	1,966
Total Noncurrent Assets	137,750	485,299	1,311,683	1,934,732
Total Assets	660,521	894,553	1,575,493	3,130,567
Deferred Outflows of Resources				
Accumulated Decrease in Fair Value of Hedging Derivatives	53	470	—	523
Total Deferred Outflows of Resources	53	470	—	523

See accompanying notes to the financial statements.

Statement of Net Position – Proprietary Funds, continued (Dollars in Thousands)

	Major Funds			
Liabilities	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Current Liabilities:				
Bonds and Notes Payable	$ 12,906	$ 8,437	$ 34,717	$ 56,060
Accrued Interest Payable	—	3,909	9,401	13,310
Unearned Revenue	2,965	—	—	2,965
Deposits Held in Escrow	149,196	—	—	149,196
Lease Liability	1,256			1,256
Accrued Liabilities and Other	28,899	3,405	586	32,890
Due to Other Funds	76,105	44,826	46	120,977
Total Current Liabilities	271,327	60,577	44,750	376,654
Noncurrent Liabilities:				
Bonds and Notes Payable, Net of Current Portion	10,650	465,119	1,415,931	1,891,700
Unearned Revenue	2,707	—	—	2,707
Lease Liability, Net of Current Portion	4,820	—	—	4,820
Derivative Instrument Liability	53	470	—	523
Total Noncurrent Liabilities	18,230	465,589	1,415,931	1,899,750
Total Liabilities	289,557	526,166	1,460,681	2,276,404
Deferred Inflows of Resources				
Accumulated Increase in Fair Value of Hedging Derivatives	—	309	7,879	8,188
Unearned Revenue	4	—	—	4
Total Deferred Inflows of Resources	4	309	7,879	8,192
Net Position				
Net Investment in Capital Assets	1,115	7,501	—	8,616
Restricted for Bond Resolution Purposes	—	361,047	128,081	489,128
Restricted for Loan and Grant Programs	46,158	—	—	46,158
Unrestricted	323,740	—	(21,148)	302,592
Total Net Position	$ 371,013	$ 368,548	$ 106,933	$ 846,494

See accompanying notes to the financial statements.

Statement of Revenues, Expenses, and Changes in Fund Net Position – Proprietary Funds
(Dollars in Thousands)
Year Ended June 30, 2022

	Major Funds			
	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Operating Revenues:				
Interest and Other Investment Income	$ 20,196	$ 1,260	$ 29,433	$ 50,889
Interest Earned on Program Loans	604	15,345	4,827	20,776
Service Fees	11,296	—	—	11,296
Development Fees	8,501	—	—	8,501
HUD Savings	714	—	—	714
Tax Credit Reservation and Monitoring Fees	9,438	—	—	9,438
Other Income	6,311	12,294	—	18,605
Total Operating Revenues	57,060	28,899	34,260	120,219
Operating Expenses:				
Interest Expense	560	9,482	25,652	35,694
Salaries and Benefits	24,159	—	—	24,159
Professional Fees	5,285	—	—	5,285
Amortization Expense	1,341			1,341
Other General and Administrative	2,963	8,153	303	11,419
Financing Costs	1,426	208	4,530	6,164
Program Grants	3,242	—	—	3,242
Change in Accrual for Estimated Losses on Mortgage Participation Certificate Program	920	—	—	920
Provision for (Reversal of) Estimated Losses on Program Loans Receivable	3,545	(210)	(384)	2,951
Provision for Estimated Losses on Real Estate Held for Sale	—	9	319	328
Total Operating Expenses	43,441	17,642	30,420	91,503
Total Operating Income	13,619	11,257	3,840	28,716
Nonoperating Revenues and Expenses				
Gain/Loss on Investment Sale Revenues	49,368	10	(196)	49,182
Net Increase (Decrease) in Fair Value of Investments	(7,859)	(1,971)	(129,313)	(139,143)
State Assistance Programs Revenues	688	—	—	688
State Assistance Programs Expenses	(688)	—	—	(688)
Federal Assistance Programs Revenues	19,250	—	—	19,250
Federal Assistance Programs Expenses	(19,250)	—	—	(19,250)
Total Nonoperating Income	41,509	(1,961)	(129,509)	(89,961)
Income Before Capital Contributions and Transfers	55,128	9,296	(125,669)	(61,245)
Capital Contributions	75	—	—	75
Transfers In	86	153	12,772	13,011
Transfers Out	(12,984)	—	—	(12,984)
Total Transfers and Capital Contributions	(12,823)	153	12,772	102
Change in Net Position	42,305	9,449	(112,897)	(61,143)
Net Position at Beginning of the Year	324,627	359,099	219,830	903,556
Change in Accounting Principle	4,081	—	—	4,081
Net Position at the Beginning of Year, as Restated	328,708	359,099	219,830	907,637
Net Position - June 30, 2022	$ 371,013	$ 368,548	$ 106,933	$ 846,494

See accompanying notes to the financial statements.

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Statement of Cash Flows – Proprietary Funds (Dollars in Thousands)
Year Ended June 30, 2022

	Major Funds			
	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Cash Flows From Operating Activities:				
Receipts for Program Loans, Interest, and Service Fees	$ 29,806	$ 67,103	$ 32,765	$ 129,674
Payments for Program Loans	(6,844)	(82,182)	(11,618)	(100,644)
Receipts for Credit Enhancements	—	54,034	—	54,034
Payments for Program Grants	(3,242)	—	—	(3,242)
Payments to Suppliers	(9,050)	(8,311)	(4,552)	(21,913)
Payments to Employees	(24,159)	—	—	(24,159)
Receipts for Tax Credit Reservations and Monitoring Fees	9,438	—	—	9,438
Other Receipts	7,025	12,294	—	19,319
Net Cash Provided (Used) by Operating Activities	2,974	42,938	16,595	62,507
Cash Flows from Noncapital Financing Activities:				
Interest Paid on Revenue Bonds and Notes	(560)	(9,189)	(21,333)	(31,082)
Due to / from Other Funds	69,427	(235)	(62,355)	6,837
Proceeds from Sale of Bonds and Notes	408,020	134,200	448,479	990,699
Principal Paid on Bonds and Notes	(402,117)	(111,555)	(260,506)	(774,178)
Transfers In	86	23,723	12,772	36,581
Transfers Out	(12,984)	(23,570)	—	(36,554)
Net Cash provided (Used) by Noncapital Financing Activities	61,872	13,374	117,057	192,303
Cash Flows from Capital Financing and Related Activities:				
Acquisition of Capital Assets	(312)	(193)	—	(505)
Principal and Interest Paid on Lease	(1,377)	—	—	(1,377)
Net Cash provided (Used) by Capital Financing and Related Activities	(1,689)	(193)	—	(1,882)
Cash Flows from Investing Activities:				
Purchase of Investment Securities	(1,626,886)	(355,266)	(953,573)	(2,935,725)
Proceeds from Sales and Maturities of Investment Securities	1,433,672	400,499	635,398	2,469,569
Interest Received on Investments	48,901	1,187	22,367	72,455
Net Cash Provided (Used) by Investing	(144,313)	46,420	(295,808)	(393,701)
Net Increase (Decrease) in Cash and Cash Equivalents	(81,156)	102,539	(162,156)	(140,773)
Cash and Cash Equivalents, Beginning of the Year	251,679	208,038	274,774	734,491
Cash and Cash Equivalents, End of the Year	$ 170,523	$ 310,577	$ 112,618	$ 593,718

See accompanying notes to the financial statements.

Statement of Cash Flows – Proprietary Funds, continued (Dollars in Thousands)

	Major Funds			
	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Reconciliation of operating income to net cash provided by (used in) operating/ non operating activities:				
Operating Income (Loss)	$ 13,619	$ 11,257	$ 3,840	$ 28,716
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:				
Investment income (loss)	(20,196)	(1,260)	(29,433)	(50,889)
Interest expense	560	9,482	25,652	35,694
Depreciation and amortization	1,965	1,165	—	3,130
Change in accrual for estimated losses on mortgage participation certificate program	920	—	—	920
Changes in provision for (reversal of) estimated losses on program loans receivable	3,545	(210)	(384)	2,951
Changes in assets and liabilities:				
Program loans receivable	231	(33,390)	16,646	(16,513)
Interest receivable on program loans	3	(325)	(7)	(329)
Other liabilities	27,561	2,257	281	30,099
Other assets	(25,234)	(72)	—	(25,306)
Due from Fannie Mae	—	54,033	—	54,033
Due from Freddie Mac	—	1	—	1
Total adjustments	(10,645)	31,681	12,755	33,791
Net cash provided by (used in) operating/non operating	$ 2,974	$ 42,938	$ 16,595	$ 62,507
Noncash investing capital and financing activities:				
Transfer of foreclosed assets	$ 75	$ 9	$ 381	$ 465
Increase (decrease) in the fair value of investments	$ (7,859)	$ (1,971)	$ (129,313)	$ (139,143)

See accompanying notes to the financial statements.

Notes to the Financial Statements

NOTE 1 AUTHORIZING LEGISLATION

The Illinois Housing Development Authority (the Authority) is a body politic and corporate of the State of Illinois (the State) created by the Illinois Housing Development Act, as amended (the Act), for the purposes of assisting in the financing of decent, safe, and sanitary housing for persons and families of low and moderate income in the State and assisting in the financing of residential mortgages in the State. To accomplish its purposes, the Authority is authorized by the Act to make mortgage or other loans to nonprofit corporations and limited profit entities for the acquisition, construction, or rehabilitation of dwelling accommodations and to acquire, and to contract and enter into advance commitments to acquire, residential mortgage loans from lending institutions. The Act also authorizes the Authority to issue its bonds and notes to fulfill corporate purposes, including the financing of mortgage and construction loans, the acquisition of residential mortgage loans, and the making of loans for housing related commercial facilities. The Authority has issued various bonds and notes to finance mortgage loans and construction loans, to purchase residential mortgage loans from lending institutions, and to make loans to private lending institutions for making new residential mortgage loans.

The bonds and notes outstanding as of June 30, 2022, as shown on the Authority's financial statements consist of both general and special limited obligations of the Authority (see note 8). The full faith and credit of the Authority are pledged for payment of general obligation bonds and notes. The Authority has the power under the Act (20 ILCS 3805/22) to have up to $7.2 billion of general and special limited obligation bonds and notes outstanding, excluding those issued to refund outstanding bonds and notes. See reference footnote 8F- Other Financings that impact the Authority debt authorization. At June 30, 2022, amounts outstanding against this limitation were approximately $3.3 billion.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

A. Reporting Entity

As defined by U.S. generally accepted accounting principles established by the Governmental Accounting Standards Board (GASB), the financial reporting entity consists of the primary government, as well as its component units, which are legally separate organizations for which the elected officials of the primary government are financially accountable. Financial accountability is defined as:

a. Appointment of a voting majority of the component unit's board, and either a) the ability of the primary government to impose its will, or b) the possibility that the component unit will provide a financial benefit to or impose a financial burden on the primary government; or

b. Fiscal dependency on the primary government.

For financial reporting purposes, the Authority is a component unit of the State of Illinois. The Authority has one component unit, the IHDA Dispositions LLC (the LLC). The LLC has no activity for fiscal year 2022.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation

Government-Wide Statements – The government-wide statement of net position and statement of activities reports the overall financial activity of the Authority. Eliminations have been made to help minimize the double-counting of internal activities of the Authority. These statements distinguish between the governmental and business-type activities of the Authority. Governmental activities generally are financed through taxes, intergovernmental revenues, and other nonexchange transactions. Business-type activities are financed in whole or in part by fees charged to external parties.

The statement of activities presents information showing how the Authority's net position has changed during the recent fiscal year. Direct expenses are those that are clearly identifiable with a specific function. Program revenues include (a) charges paid by the recipients for goods or services offered by the programs, and (b) grants and contributions that are restricted to meeting the operational or capital requirements of a particular program. Revenues that are not classified as program revenues are presented as general revenues.

Fund Financial Statements – The fund financial statements provide information about the Authority's funds. Separate statements for each fund category, governmental and proprietary, are presented. The emphasis on fund financial statements is on major and nonmajor governmental and proprietary (enterprise) funds, each displayed in a separate column.

As a quasi-governmental agency, the annual operating budget of the Authority is approved by the Board of Directors. Therefore, the Authority is not required to formally adopt budgets for each fund.

The Authority reports the following major governmental funds:

<u>Illinois Affordable Housing Trust Fund</u>

The Authority is designated administrator of the Illinois Affordable Housing Program (the Housing Program). The program is funded by the Illinois Affordable Housing Trust Fund with funds generated from a portion of the State real estate transfer tax collected by the Illinois Department of Revenue and held within the State Treasury. The funds are appropriated annually to the Illinois Department of Revenue by the General Assembly. In accordance with State statute, the Authority makes grants and low or no interest mortgages or other loans, some with deferred repayment terms, to acquire, construct, rehabilitate, develop, operate, insure, and retain affordable Single Family and Multi-Family housing for low and very low-income households.

As the administrator of the Housing Program, the Authority considers the interest in equity of the Housing Program to be that of the State of Illinois and the Authority records a liability to the State of Illinois for their equity share. Additionally, the Authority records amounts received to administer the Housing Program as grant revenue.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

HOME Program Fund

The Authority is the designated program administrator and the Participating Jurisdiction for the federally funded HOME Investment Partnerships Program (the HOME Program) for the State of Illinois. HOME funds are utilized for a variety of housing activities, according to local housing needs. Eligible uses of funds include tenant-based rental assistance, housing rehabilitation; assistance to homebuyers; and new construction of housing. HOME funding may also be used for site acquisition, site improvements, demolition, relocation, and other necessary and reasonable activities related to the development of non-luxury housing.

Rental Housing Support Program Fund

The Authority is the designated administrator of the Rental Housing Support Program (the Support Program). The program is funded by a surcharge for the recording of any real estate-related document. The funds are appropriated to the Illinois Department of Revenue by the General Assembly. The Authority awards funds to local administering agencies, which will contract with local landlords to make rental units affordable to households who earn less than 30% of the area median income.

Emergency Rental Assistance Program Fund

The Authority administered the Emergency Rental Assistance (ERA) programs. The State established the Emergency Rental Assistance (ERA) program, in the sum of $746.8 million. The Authority used $672.4 million during fiscal year 2022 to assist households that were unable to pay rent and utilities due to the COVID-19 pandemic. The Authority has received $223.8 million from Illinois Department of Commerce and Economic Opportunity (DCEO), $262.2 million from IDOR and has intergovernmental agreements with the following counties in Illinois to help administer these funds: DuPage County ($10.4 million), Will County ($6.3 million), and Kane County ($6.0 million).

Homeowner Assistance Fund

The Authority administered the Homeowner Assistance Fund (HAF) Program. The Authority appropriated $387.0 million in the HAF Program, with $1.4 million expended through grants and $5.5 million in general and administrative.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

B. Basis of Presentation (Continued)

The Authority reports the following major proprietary funds:

Administrative Fund

Development and financing fees income related to Multi-Family mortgage loans, income from service fees, and operating expenses of the Authority are accounted for in the Administrative Fund.

In addition, the Administrative Fund has provided for supplemental financing of certain developments through residual income loans and below market financing for various developments through the Authority's Housing Partnership Program (see Note 5), and its lending program in conjunction with a debt service savings sharing agreement (the FAF Savings Program) with the U.S. Department of Housing and Urban Development (HUD) (see Note 13). The Administrative Fund also includes Section 8 New Construction, Section 8 Mod Rehab, and Land Bank Capacity Program.

Mortgage Loan Program Fund

The Mortgage Loan Program Fund accounts for the financing of low- and moderate-income housing developments from the proceeds of Housing Bonds, Multi-Family Initiative Bonds, Multi-Family Revenue Bonds, and Affordable Housing Program Trust Fund Bonds, and for the retirement of such obligations.

The Authority holds first mortgage liens on such developments. Affordable Housing Program Trust Fund Bond accounts include a transfer of funds from the Illinois Affordable Housing Trust Fund.

Single Family Program Fund

The Single Family Program Fund accounts for the proceeds of Homeowner Mortgage Revenue Bonds, Housing Revenue Bonds, and Revenue Bonds, issued to provide funds for the purchase from lending institutions of mortgage loans on owner-occupied, one-to-four-unit dwellings acquired by eligible buyers.

Unearned revenue for fees earned from the buy down of homeowner mortgage interest rates to below market levels and amortized over the forgivable loan period of the down payment assistance provided.

The use of tax-exempt financing to provide eligible borrowers with affordable rate mortgage loans involves federal restrictions on expenses chargeable to the program. Unless described otherwise in the indenture, any expenses incurred in the program more than such maximum amounts are absorbed by the Administrative Fund.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

C. Basis of Accounting

The government-wide and proprietary fund financial statements are reported using the economic resources measurement focus and the accrual basis of accounting. Revenues and expenses resulting from exchange and exchange-like transactions are recognized when the exchange takes place, regardless of when the related cash flow takes place. Nonexchange transactions, in which the Authority receives value without directly giving equal value in exchange, include federal and state grant revenue. Revenue from these sources is recognized in the fiscal year in which all eligibility requirements have been met.

Governmental funds are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the Authority considers revenues to be available if they are collected within 60 days of the end of the current fiscal year.

Separate fund financial statements are provided for governmental and proprietary funds. Major governmental and proprietary funds are reported as separate columns in the fund financial statements.

The accounting policies and financial reporting practices of the Authority conform to GAAP, as promulgated in the pronouncements of Governmental Accounting Standards Board (GASB).

D. Impact of Future Accounting Pronouncements

In 2019, the GASB issued Statement No. 91 *Conduit Debt Obligations.* The objective of Statement No. 91 are to improve financial reporting by addressing issues related to the method of reporting conduit debt obligations by issuers and and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. The requirements of this Statement are effective for reporting periods beginning after December 15, 2021. The Authority has not made any voluntary commitments on these debt obligations - reference footnote 8 - Other Financings.

In 2020, GASB issued Statement No. 94 *Public-Private and Public-Public Partnerships and Availability Payment Arrangements*. The objective of Statement No. 94 are to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements and to provide guidance for accounting and financial reporting for availability payment arrangements. This statement is effective for the Authority's fiscal year ended June 30, 2023. The Authority is currently evaluating the future impact of this statement.

In 2020, GASB issued Statement No. 96 *Subscription-Based Information Technology Arrangements*. This Statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements for government end users. This statement is effective for the Authority's fiscal year ended June 30, 2023. The Authority is currently evaluating the future impact of this statement.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

D. Impact of Future Accounting Pronouncements (Continued)

In 2022, GASB issued Statement No. 99 *Omnibus 2022*. The primary objective of this Statement is to enhance comparability in accounting and financial reporting. GASB Statement No. 99 "Omnibus 22", is providing clarification on several recent statements, including GASB Statement No. 87 "Leases", and GASB Statement No. 96 "Subscription Based Information Technology Arrangements". The requirements of this statement are effective for the Authority's fiscal year ended June 30, 2024. The Authority is currently evaluating the future impact of this statement.

In 2022, GASB issued Statement No. 100*, Accounting Changes and Error Corrections.* The primary objective of this Statement is to enhance accounting and financial reporting requirements for accounting changes and error corrections to provide more understandable, reliable, relevant, consistent, and comparable information for making decisions or assessing accountability. The requirements of this statement are effective for the Authority's fiscal year ended June 30, 2024. The Authority is currently evaluating the future impact of this statement.

In 2022, GASB issued Statement No. 101, *Compensated Absences.* The objective of this Statement is to better meet the information needs of financial statement users by updating the recognition and measurement guidance for compensated absences. That objective is achieved by aligning the recognition and measurement guidance under a unified model and by amending certain previously required disclosures. The requirements of this statement are effective for the Authority's fiscal year ended June 30, 2025. The Authority is currently evaluating the future impact of this statement.

E. Adoption of New Accounting Principle

As of July 1, 2021, the Authority implemented the requirements of GASB Statement No. 87, "Leases". GASB Statement No. 87 established criteria for a single model for lease accounting. Upon adoption of this Statement, the Authority recognized a lease asset related to its right to use a building and remeasured its lease liability. The lease is presented within the Administrative Fund. A reconciliation of net position from the 2021 financial statements to beginning net position as reported on the 2022 financial statements is as follows:

Net Position, July 1, 2021, as previously reported: $324,627
Change in Accounting Principle, GASB Statement No. 87: $4,081
Net Position, July 1, 2021, as restated: $328,708

F. Fund Balances

In the fund financial statements, governmental funds report fund balances in the following categories:

Nonspendable – This consists of amounts that cannot be spent because they are either a) not in spendable form, or b) legally or contractually required to be maintained intact.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

F. Fund Balances (Continued)

Restricted – This consists of amounts that are restricted to specific purposes, that is, when constraints placed on the use of resources are either: a) externally imposed by creditors, grantors, contributors, or laws or regulations of other governments, or b) imposed by law through constitutional provisions or enabling legislation.

Committed – This consists of amounts constrained by limitations that the Authority imposes upon itself through resolution by its board of directors. The commitment amount will be binding unless removed or amended in the same manner.

Assigned – This consists of net amounts that are constrained by the Authority's intent to be used for specific purposes, but that are neither restricted nor committed.

Unassigned – This consists of residual deficit fund balances.

In instances where restricted, committed, and assigned fund balances are available for use, the Authority's policy is to use restricted resources first, followed by committed resources, then assigned resources, as needed. Currently, all of the Authority's governmental funds fund balances are restricted.

G. Net Position

In the government-wide and proprietary fund financial statements, net position is displayed in the following components:

Net Investment in Capital Assets – This consists of capital assets, net of accumulated depreciation and related debt.

Restricted – This consists of net position that is legally restricted by outside parties or by law through constitutional provisions or enabling legislation.

All net position of the governmental activities column of the government-wide financial statements is restricted with respect to the use of cash, investments and loan amounts that are to be repaid to the Authority. (See note 5 for schedules of aging for the loans made under these programs).

The use of assets of each of the proprietary fund program funds is restricted by the related bond and note resolutions of the Authority. Certain amounts in the above program funds are considered subject to the restriction that they be applied to the financing of housing for the respective program purposes or to the retirement of obligations issued for such purposes; these amounts may include certain investment earnings attributable to the respective fund net position. When both restricted and unrestricted resources are available for use, generally it is the Authority's policy to use restricted resources first, then unrestricted resources when they are needed.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

G. Net Position (Continued)

Unrestricted – This consists of net position that does not meet the criteria of the two preceding categories.

Designations of net position represent tentative plans by the Authority for financial resource utilization in a future period as documented in the minutes or budgeting process for a succeeding year. Such plans are subject to change from original authorizations and may never result in expenses.

A portion of the Authority’s Administrative Fund unrestricted net position, as of the most recent fiscal year-end, is designated as follows, in thousands:

Homeownership Mortgage Loan Program Provide funds to support Single Family Homeownership in the State of Illinois through second lien position loans and/or grants	$ 60,000
Multifamily Mortgage Loan Program To pay possible losses arising in the Multifamily Program attributable, but not limited to, delinquencies or defaults on uninsured or unsubsidized loans	20,000
Homeownership Mortgage Loan Program To pay possible losses arising in the Homeownership Program attributable, but not limited to, delinquencies or defaults on uninsured or unsubsidized loans	5,000
Homeownership Mortgage Loan Program Provide funds to purchase homeownership mortgage loans and/or mortgage-backed securities under the Program which may eventually be purchased with proceeds from future issuances of Authority debt or sold in the secondary market	120,000
Multifamily Mortgage Loan Program Provide funds to finance Multifamily loans originated under the Program	30,000
Provide funds for the Authority's planned technology enhancements	15,000
	$ 250,000

The designations of the Administrative Fund unrestricted net position may be amended or rescinded by the board members of the Authority.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

H. Use of Estimates

The preparation of financial statements in conformity with GAAP requires management to use estimates and assumptions that affect the reported amounts of assets and liabilities at the date of the financial statements and the reported amounts of revenues, expenses, and expenditures during the reporting period. Actual results could differ from the estimates.

I. Deferred Outflows/Inflows of Resources

A deferred inflow of resources is defined as an acquisition of net assets by the government that is applicable to a future reporting period and a deferred outflow of resources is defined as a consumption of net assets by the government that is applicable to a future reporting period. A deferred inflow of resources has a negative impact on net position like liabilities but is required to be reported within the statement of net position in a separate section following liabilities. A deferred outflow of resources has a positive effect on net position like assets but is required to be reported in the statement of net position in a separate section following assets.

Deferred outflows/inflows of resources include:

i. Unamortized losses/gains on bond refundings, which are deferred and amortized over the shorter of the remaining life of the old debt or the life of the new debt.
ii. Amounts reported as accumulated decrease/increase in fair value of hedging derivatives, which represent the anticipated future utilization of the net position of interest rate swap agreements deemed to be effective hedging derivatives.

J. Risks and Uncertainties

The Authority invests in various investment securities. Investment securities are exposed to various risks such as interest rate, market, and credit risks. Due to the level of risk associated with certain investment securities, it is at least reasonably possible that changes in the values of investment securities will occur in the near term. Such changes could materially affect the amounts reported in the financial statements.

The allowances for estimated losses on loans are reported based on certain assumptions pertaining to the Authority's periodic review and evaluation of the loan portfolio, which is subject to change. Due to uncertainties inherent in the estimations and assumptions process, it is at least reasonably possible that changes in these estimates and assumptions in the near-term would be material to the financial statements.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

K. Cash and Cash Equivalents

For purposes of the statement of cash flows, the Authority considers all cash, certificates of deposit, time deposits, and short-term repurchase agreements with original maturity dates of three months or less from date of purchase to be cash equivalents.

L. Investments

Investments of the Authority are reported at fair value. Fair value is determined by reference to public market prices and quotations from a securities pricing service.

The Authority records investment transactions based on trade date.

The investment of funds is restricted by various bond and note resolutions of the Authority and the Act, generally, to direct obligations of the United States government; specific bank obligations, certain of which are fully secured as required by the bond and note resolutions; and obligations of other governmental entities that meet defined standards. The type of collateral instruments that secure the demand repurchase agreements held by the Authority are subject to the same restrictions described above. Generally, collateral instruments are held by third-party institutions.

M. Program Loans Receivable

Program loans receivable include mortgage loans receivable, advances receivable, and residual income loans receivable. Mortgage loans receivable include certain amounts of interest and fees that have been charged by the Authority and added to the loan balance. The due dates for advances and residual income loans receivable are dependent upon future events as specified in the related loan or advance agreements.

N. Capital Assets

Capital assets in the Administrative Fund consist of investments in furniture, fixtures, leased space and equipment; computer hardware; computer software; and right to use building and are defined by the Authority as assets with an initial, individual historical cost of $5,000 or more, except for computers, camera, and video equipment, which are capitalized at any cost. Depreciation and amortization are recorded on a straight-line basis over a period of three to ten years, depending upon the nature of the asset. Right to use assets are amortized over the term of the lease.

The Authority records depreciation against Lakeshore Plaza on a straight-line basis over forty years. At June 30, 2022, the net carrying value was $23.6 million which is net of accumulated depreciation of $27.0 million. Depreciation expense for fiscal year 2022 was $1.2 million. Although the Authority does not regularly own and operate properties as part of its normal business operations, for the benefit of furthering its affordable housing mission, it is within its scope to do so. Since its acquisition Lakeshore Plaza has continued to be owned and operated by the Authority as part of its

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

N. Capital Assets (Continued)

business operations and therefore is reported as a capital asset of the Mortgage Loan Program Fund. This property is collateral for Housing Bond 2008B.

The Authority will continue to evaluate the operation of Lakeshore Plaza and its impact on operations accordingly.

O. Real Estate Held for Sale

Real estate held for sale arises from foreclosures or other mortgage default related actions on properties pledged as collateral on Administrative ($75,000), and Single Family ($180,851). See Note 6 for analysis of real estate for sale, net of allowance for estimated losses. Real estate held for sale is recorded at the unpaid principal balance plus accrued interest on the loans as of the date the loans become real estate owned, plus subsequent expenses incurred less any insurance or other loan related payments received. Since several loans covered by pool insurance have reached maximum reimbursements allowable for loss claims and other loans in the portfolio are uninsured, it is anticipated that proceeds arising from the sale of such property and certain insurance proceeds may not fully cover any losses experienced.

Therefore, the Authority has established a provision for estimated losses on real estate held for sale based on a periodic review of such conditions which considers factors such as interest costs, holding costs, sales proceeds, mortgage insurance and pool insurance recoveries to estimate losses.

P. Bond Premium/Discount, Issuance Costs and Gain/Loss on Refunding

Premium/discount on bonds is netted with bonds payable and amortized using a method approximating the effective interest method over the life of the bonds. Debt issuance costs are recorded as an expense in the period incurred. Unamortized gains and losses on refunding are reported as deferred inflows and outflows of resources, respectively, and are amortized over the shorter of the life of the old or new debt as a component of interest expense.

Q. Operations

Proprietary funds loan origination fee, development fee, and financing fee income are recognized as revenue in the period received. Fees earned on loans, which the Authority does not directly originate, such as loans financed through other financings (see Note 8E), are recognized as revenue in the Administrative Fund generally at the time of initial closing.

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

Q. Operations

Proprietary funds annual service fees charged by the Authority to loan recipients, which are deposited in the respective program funds or added to program loans receivable, are recognized as revenue in the Administrative Fund through interfund transfers.

Proprietary funds operating revenues and expenses are activities classified as core business activities of the fund. Proprietary funds operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund including interest income, service fees, development fees, interest, and other investment income. Proprietary funds operating expenses include grant program expenses, general and administrative expenses of the Authority; salaries and benefits; costs and expenses incurred in connection with the amortization, issuance, and sale of certain bonds and notes; fees and expenses of trustees and depository and paying agents; and costs related to analyses, surveys, appraisals, and other matters pertaining to maintenance and evaluation of program loans receivable. Operating costs and expenses are recognized as incurred.

Proprietary funds nonoperating revenues and expenses include the reporting of Land Bank Capacity Program, Section 8 Model Rehabilitation, and Section 8 New Construction. Also included in this section are activities not classified as core business activities to the Proprietary fund.

A portion of the Authority's operating expenses of administering the Illinois Affordable Housing Trust Fund, HOME Program, Rental Housing Support Program, Build Illinois Bond Fund, CV Urgent Remediation Emergency Fund, Emergency Rental Assistance Program Fund, and Nonmajor Governmental Funds are recorded within these governmental funds. Similarly, other related special assistance programs and resolutions of various bond programs allow for these program accounts to record a certain level of operating expenses. Expenses in excess of the allowable ceilings set forth in the resolutions are charged to the Administrative Fund.

Expenses are shown in the statement of activities by identifiable programs.

R. Compensated Absences

The Authority grants vacation and sick leave to all employees and accrues for unused compensated absences. Vacations are allotted on a calendar year basis and are intended to be taken during that year. Unused sick leave allowance is carried forward and accumulated. In the event of termination, employees are paid for all earned but unused vacation time, and one-half of unused accumulated. In the event of termination, employees are paid for all earned but unused vacation time, and one-half of unused accumulated sick leave earned, to a maximum of 30 days. The Authority has no other post-employment benefits (OPEB).

NOTE 2 SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES (CONTINUED)

R. Compensated Absences (Continued)

The following is the activity for the compensated absences recorded as accrued liabilities and other and liquidated from the Administrative Fund, in thousands.

Balance June 30, 2021	Additions	Retirements	Balance June 30, 2022	Due Within One Year
$ 1,444	$ 2,397	$ (2,387)	$ 6,228	$ 6,228

S. Provision for Estimated Losses on Program Loans

The Authority provides for estimated losses on program loans in its proprietary and governmental funds based upon the periodic review and evaluation of the Multi-Family and developer loan portfolios and provides additional amounts, if it deems necessary, for estimated losses for individual loans in the funds. In making such a review and evaluation, the Authority considers current economic conditions, occupancy and rental level projections, financial statement analyses, on-site inspections, independent appraisals of certain developments, insurance coverage, and such other factors as it deems necessary. The estimated losses of the Single Family loan portfolio are based upon a periodic review and evaluation of the whole loan portfolio, including real estate owned properties and considers such factors as delinquencies, interest costs, holding costs, sales proceeds, mortgage insurance, and pool insurance recoveries for estimating losses. Although management uses the best available information to assess the adequacy of its provisions, adjustments may be required if the actual experience differs from the factors used in making those assessments.

T. Income Taxes

The Authority is a component unit of the State of Illinois and is generally exempt from federal, state, and local income taxes.

NOTE 3 CASH AND INVESTMENTS

The Authority's Financial Management Policy (the Policy) contains the following stated objectives:

- Safety of principal – Preservation and safety of principal is the foremost objective of the Authority's investments. Each investment transaction shall seek to ensure that capital losses within the investment portfolio are avoided, whether they are from securities defaults or erosion of market value.
- Liquidity – The investments portfolio shall remain sufficiently flexible to enable the Authority to meet all operating requirements that may be reasonably anticipated in any fund. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demand.
- Maximum rate of return – The investment portfolio shall be designed with the purpose of regularly exceeding the average return of U.S. Treasury obligations of comparable maturities. The investment program shall seek to augment returns above this threshold, consistent with risk limitations identified herein and prudent investment principles.

A. Interest Rate Risk

Interest rate risk is the risk that the fair value of investments will decrease as a result of an increase in interest rates. The Authority's policy does not limit the maturity of investments as a means of managing its exposure to fair value losses arising from an increasing rate environment.

As of June 30, 2022, the Authority had cash and cash equivalent totaling $1,010 million which consists of cash of $33.2 million and cash equivalents of $976.3 million.

The below table indicates the Authority's cash and cash equivalents held in investments as of June 30, 2022 (in thousands):

		Investment Maturities (in Days)			
Investments	Carrying Amount	Less Than 7	Less Than 30	Less Than 60	Less Than 90
Sweep Accounts-Money Market Fund - Restricted	$ 973,239	$ 973,239	$ —	$ —	$ —
Sweep Accounts-Money Market Fund	3,073	3,073	—	—	—
Total Cash Equivalents	$ 976,312	$ 976,312	—	—	—

Money market funds are collateralized by obligations of the U.S. Government or its agencies, or direct investments of such obligations overnight and funds are available the next day.

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

A. Interest Rate Risk (Continued)

As of June 30, 2022, the Authority had the following investments (in thousands):

		Investment Maturities (in Years)			
Investment	Carrying Amount	Less Than 1	1-5	6-10	More Than 10
Commercial Paper	$ 293,793	$ 293,793	$ —	$ —	$ —
Federal Home Loan Bank Bonds	7,190	5,793	942	455	—
Federal Farm Credit Bank Bonds	39,058	39,058	—	—	—
Federal Home Loan Mortgage Corp.	62,913	—	20,259	1,372	41,282
Federal Home Loan Discount Notes	94,143	94,143	—	—	—
Federal National Mortgage Association	529,100	1,799	9,066	1,606	516,629
Federal National Mortgage Assn. Benchmark Notes	1,465	—	—	1,465	—
Government National Mortgage Association	720,629	—	—	—	720,629
Municipal Bonds	8,441	5,712	2,001	—	728
U.S Treasury Bills.	24,962	24,962	—	—	—
U.S. Treasury Strips	1,527	—	557	885	85
U.S. Treasury Notes	33,248	16,682	16,566	—	—
Total	$ 1,816,469	$ 481,942	$ 49,391	$ 5,783	$ 1,279,353

B. Credit Risk

Credit risk is the risk the Authority will not recover its investments due to the inability of the counterparty to fulfill its obligation. Statutes of the State and resolutions of the Authority authorize the Authority to invest in obligations of the U.S. Government, agencies, and instrumentalities of the U.S. Government, demand repurchase agreements, and other banking arrangements. The Authority may also invest its funds in such investments as may be lawful for fiduciaries in the State. All funds are held outside of the State Treasury in various banks and financial institutions.

The Authority's investments in U.S. Government and Agency Obligations are rated Aaa by Moody's and/or AA+ by Standard & Poor's.

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

C. Custodial Credit Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, the Authority will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party.

The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, the Authority will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

The Authority's cash carrying value balance totaled $33.0 million at June 30, 2022. The June 30, 2022, cash bank balance for the Authority totaled $55.0 million. Also, $2.5 million was not covered by federal depository insurance or by collateral held by an agent in the Authority's name. The amount is further addressed in Note 14 – Subsequent Events. Additionally, the Authority's cash equivalents at June 30, 2022, consisted of sweep accounts, held in the Authority's name, with the funds in these accounts invested in money market funds that invest in U.S. Treasury securities, or were held in accounts that were either Federal Deposit Insurance Corporation FDIC insured or collateralized with U.S. government obligations. The Authority's investments at June 30, 2022, were held in the Authority's name in separate Authority custodial accounts. Collateral is pledged in the Authority's name and consists of U.S. Treasury obligations.

D. Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of investment in any one single issuer. The Authority's policy does not limit the amounts the Authority may invest in any one issuer. The Authority is considered to have a concentration of credit risk if its investments in any one single issuer (other than securities explicitly guaranteed by the U.S. government) are greater than 5% of total investments.

Investments which comprise more than 5% of the Authority's investments as of June 30, 2022, are as follows, in thousands:

Investment	Fair Value
Federal Home Loan Bank	$ 164,247
Federal National Mortgage Association	530,565
Commercial Paper	293,793
Government National Mortgage Association	720,629

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

E. Forward Commitments

The Authority sells forward commitments to deliver Government National Mortgage Association (GNMA) certificates and Fannie Mae (FNMA) mortgage-backed securities (MBS). Commitments are sold as mortgage loan reservations are taken to hedge against market fluctuations prior to loan origination and securitization. The Authority is subject to market value fluctuations in the event that mortgage loans are not originated as expected and the committed securities cannot be delivered. A net decrease in fair value of $1.9 million on these forward commitments, classified as investment derivative instruments, has been recorded in investment income in the Administrative Fund for the year ended June 30, 2022. In addition, $1.3 million of forward commitments is recorded on the statement of net position as accrued liabilities and other current liabilities at June 30, 2022.

The Authority is subject to credit risk with respect to counterparties for the forward commitment contracts, summarized below with their credit ratings as of June 30, 2022, in thousands:

Counterparty	Rating [1]	Number of Contracts	Par Amount
Bank of New York Mellon	AA-/A-1+ Stable; Aa1(cr)/P-1(cr) Stable	20	$ 32,022
Bank of Oklahoma	A-/A-2 Stable; A1(cr)/P-1(cr) Stable	15	28,700
Citigroup Global Markets	A/A-1 Stable; A3 / Stable	15	39,395
Fannie Mae	AA+u/A-1+u Stable; Aaa /WR Stable	1	1,000
Jefferies LLC	BBB/BBB Stable; Baa2/Baa2 Stable	12	17,487
Morgan Stanley	A-/A-2 Stable; A1/ P-1 Stable	4	5,900
Piper Sandler	A-/A-2 Stable; A1/ P-1 Stable	30	77,798
Raymond James	BBB+ POS; A3/Stable	5	23,941
Stifel	BBB -/BBB-POS	4	6,100
Wells Fargo Securities, LLC	A+/A-1 Stable; Aa1(cr)/P-1(cr) Stable	9	17,200
Total Forward Commitments		115	$ 249,543

(1)S&P; Moody's

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

F. Fair Value Measurements

GASB Statement No. 72 explains that the government could determine the market price of an asset in one of three ways:

1) Actual market transactions for identical or similar items (market approach);
2) The current cost to replace the service capacity of an asset (cost approach); or
3) Discounting the current value of future cash flows (income approach).

It also establishes a three-tier hierarchy of input quality as follows:

Level 1 – inputs are quoted prices in active markets for identical items;
Level 2 – inputs are all inputs that are directly or indirectly observable, but not on Level 1; and
Level 3 – inputs are all inputs that are unobservable.

The statement directs governments to maximize their use of observable inputs and to minimize the use of unobservable inputs.

Fair value is most frequently applied to investments which GASB Statement No. 72 defines as a security or other asset that: A government holds primarily for the purpose of income or profit and has a present service capacity based solely on its ability to generate cash or to be sold to generate cash.

The Authority categorizes its fair value measurements within the fair value hierarchy established by GAAP. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; and Level 3 inputs are significant unobservable inputs.

The following is a description of the valuation methods and assumptions used by the Authority to estimate the fair value of its financial instruments. There have been no changes to the methods or assumptions used at June 30, 2022. The Authority management believes its valuation methods are appropriate and consistent with other market participants. The use of different methodologies or assumptions to determine the fair value of certain financial instruments could result in a different fair value measurement at the reporting date.

Investments classified in Level 1 of the fair value hierarchy are valued using prices quoted in active markets for those securities. Agency securities classified in Level 2 of the fair value hierarchy are valued using prices quoted in active markets for similar securities.

NOTE 3 CASH AND INVESTMENTS (CONTINUED)

F. Fair Value Measurements (Continued)

Derivative instruments classified in Level 2 of the fair value hierarchy are valued using a market approach that considers benchmark interest rates and foreign exchange rates.

Investments and derivative instruments measured at fair value as of June 30, 2022, are as follows (in thousands):

		Fair Value Measurements Using		
	At June 30, 2022	Quoted Prices in Active Markets for Identical Assets (Level 1)	Significant Other Observable Inputs (Level 2)	Significant Observable (Level 3)
Investments				
Commercial Paper	$ 293,793	$ —	$ 293,793	$ —
Federal Home Loan Bank Bonds	7,190	—	7,190	—
Federal Farm Credit Bank Bonds	39,058	—	39,058	—
Federal Home Loan Mortgage Corp.	62,913	—	62,913	—
Federal National Mortgage Assn. Benchmark Notes	1,465	—	1,465	—
Federal Home Loan Bank Discount Notes	94,143	—	94,143	—
Government National Mortgage Association	720,629	—	720,629	—
Federal National Mortgage Assn.	529,100	—	529,100	—
Municipal Bonds	8,441	—	8,441	—
U.S. Treasury Bills	24,962	24,962	—	—
U.S. Treasury Strips	1,527	1,527	—	—
U.S. Treasury Notes	33,248	33,248	—	—
	$ 1,816,469	$ 59,737	$ 1,756,732	$ —
Derivative Instruments				
Interest Rate Caps	$ 309	$ —	$ 309	$ —
Interest Rate Swaps	7,356	—	7,356	—
Forward Commitments	(1,300)	—	(1,300)	—
	$ 6,365	$ —	$ 6,365	$ —

NOTE 4 INTERFUND BALANCES, AND TRANSFERS

A. Interfund Balances

The Authority reports interfund balances among its funds. These balances generally consist of accruals for various revenues or expenditures due to a fund, but received or paid to another, and subsidy transfers between funds. These amounts are generally paid or received within the subsequent fiscal year. Interfund accounts receivable (payable) balances at June 30, 2022, consisted of the following, in thousands:

	Payable from							
	Governmental Funds				Proprietary Funds			
Receivable to	HOME Program Fund	Rental Housing Program Fund	Emergency Rental Assistance Fund	Nonmajor Governmental Funds	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Proprietary Funds:								
Administrative Fund	$ 590	$ 4	$ 1,184	$ 60	$ —	$ 44,826	$ 46	$ 46,710
Mortgage Loan Program Fund	—	—	—	—	70,251	—	—	70,251
Single Family Program Fund	—	—	—	—	5,854	—	—	5,854
	$ 590	$ 4	$ 1,184	$ 60	$ 76,105	$ 44,826	$ 46	$ 122,815

The interfund accounts receivable (payable) between the Mortgage Loan Program Fund and the Administrative Fund primarily consist of Housing Bonds transfer for funding access 4% Down Payment Assistance program and Multi-Family Revenue Bond special program fund and Affordable Housing Trust Fund transfer for funding Single Family loan origination and securitization programs of $10.5 million in fiscal year 2022. It also includes the fiscal year 2000 operating transfer of $10.4 million to Multi-Family Housing Revenue Bond Accounts made from the Administrative Fund in conjunction with the issuance of the Multi-Family Housing Revenue Bonds, Series 2000A, subsequently refunded with the Housing Bond 2008B, (Lakeshore Plaza Development) and the corresponding transfer of the carrying value of the real estate investment, partially reversed by a $5.4 million fiscal year 2006 transfer to the Administrative Fund. The Authority intends to reverse the remaining amounts of the transfers upon the disposition of Lakeshore Plaza.

Other interfund payables from the Administrative Fund to governmental and proprietary funds primarily consist of deposits of loan debt service payments that will be transferred subsequent to the fiscal year end. Funds are transferred from one fund to support expenditures of other funds, including operating activities, bond issuances, and bond redemptions in accordance with authority established for the individual fund. Interfund balances result from timing differences between the date a disbursement is made by the Proprietary Funds and Governmental Funds and the date the Proprietary Funds and Governmental Funds receives reimbursement from other funds.

B. Transfers

The Authority records transfers between program funds for various purposes including fund closings, earnings transfers, program subsidies, and advances for the initial financing of the Authority’s programs.

NOTE 4 INTERFUND BALANCES, AND TRANSFERS (CONTINUED)

Transfers (in thousands) for the year ended June 30, 2022, consisted of the following:

	Transfers In		Transfers Out				
	Proprietary Funds:				Governmental Funds:		
	Administrative Fund				Nonmajor Funds		Total
Proprietary Funds:							
Administrative Fund	$ 86		$ (12,984)		$ —		$ (12,898)
Mortgage Loan Program Fund	153	(A)	—		—		153
Single Family Program Fund	12,772	(B) (C)	—		—		12,772
Governmental Programs							
Illinois Affordable Housing Trust Fund	27	(D)	(38)	(D)	—		(11)
Rental Housing Support Program Fund	7	(D)	—		—		7
Nonmajor Governmental Funds	7,372	(D)	—		(7,395)	(D)	(23)
	$ 20,417		$ (13,022)		$ (7,395)		$ —

(A) Transfer totaling $153 thousand from the Administrative Fund to Mortgage Loan Program Fund funded costs related to issuance of Multifamily Revenue Bonds ($153 thousand - MFRB2022B).

(B) Transfer totaling $3,271 thousand from the Administrative Fund to Single Family Program Fund funded costs related to issuance of Revenue Bonds ($1,160 thousand - RB2021D, $1,155 thousand - RB2022A, $956 thousand - RB2022C).

(C) Transfer totaling $9,500,000 from the Administrative Fund to Single Family Program Fund. Administrative funds transfer to Revenue Bond Indenture of net monies earned as pair off costs, and pledge for the yield of the Indenture since 2016.

(D) Net transfer totaling $27 thousand ($85 thousand - $58 thousand) from Government Funds to Administrative Fund funded to adjust administrative reimbursements and intercompany balance.

NOTE 5 PROGRAM LOANS RECEIVABLE

The following summarizes program loans receivable, net of allowance for estimated losses, activity for the Authority for the year ended June 30, 2022, in thousands:

	Net Program Loan Receivables June 30, 2021	Loan Disbursements	Loan Repayments	Loan Transfers In/(Out)	(Increase)/ Decrease in Loan Loss Allowance	Net Program Loan Receivables June 30, 2022
Governmental Funds:						
Illinois Affordable Housing Trust Fund	$ 323,466	$ 20,661	$ (15,338)	$ —	$ (10,144)	$ 318,645
HOME Program Fund	283,043	13,359	(6,615)	—	(2,771)	287,016
Non-Major Governmental Funds	89,159	4,502	(1,171)	—	(10,041)	82,449
Total Governmental Funds	$ 695,668	$ 38,522	$ (23,124)	$ —	$ (22,956)	$ 688,110
Proprietary Fund:						
Administrative Fund	$ 50,380	$ 6,844	$ (7,075)	$ —	$ (3,512)	$ 46,637
Mortgage Loan Program Fund:						
Housing Bonds	118,525	4,509	(17,342)	—	219	105,911
Multifamily Initiative Bonds	38,488	—	(23,749)	—	37	14,776
Affordable Housing Program Trust Fund Bonds	5,912	342	(1,002)	—	12	5,264
Multifamily Revenue Bonds	199,973	77,331	(6,702)	—	(55)	270,547
Total Mortgage Loan Program Fund	362,898	82,182	(48,795)	—	213	396,498
Single Family Program Fund:						
Homeowner Mortgage Revenue Bonds	114,027	11,618	(28,332)	—	381	97,694
Revenue Bonds	183	—	(76)	—	4	111
Total Single Family Program Fund	114,210	11,618	(28,408)	—	385	97,805
Total Proprietary Funds	$ 527,488	$ 100,644	$ (84,278)	$ —	$ (2,914)	$ 540,940

Loans receivable in the Mortgage Loan Program Fund are secured by first mortgage liens on the related developments. Each development is subject to a regulatory agreement under which the Authority has certain powers relating to rents, profits, occupancy, management, and operations. Monies are required to be deposited in reserve accounts monthly by all mortgagors for real estate tax reserves and by substantially all mortgagors for insurance and replacement reserves. See note 9 regarding these reserves and other deposits held in escrow.

The ability of the mortgagors to make required payments on the mortgage loans receivable depends principally upon the related developments achieving and sustaining sufficient occupancy and rental levels to support such payments. With respect to most developments financed from proceeds of Housing Bonds, the Authority, HUD, and the owners of the developments have entered into agreements whereby HUD will make, under its Section 8 Program, housing assistance payments for the developments. Such federal subsidies, together with the rents to be paid by the tenants, are estimated by the Authority prior to its issuing an initial mortgage loan commitment, to provide sufficient funds to pay the costs of operation, maintenance, administration, mortgage payments, and Authority fees with respect to each of the developments.

NOTE 5 PROGRAM LOANS RECEIVABLE (CONTINUED)

For certain past delinquencies, the related developments have not been able to generate net rental income sufficient to pay scheduled debt service and reserve deposits in full. In the opinion of the Authority, these deficiencies of net rental income have arisen for various reasons including (i) the existence of physical defects in the development which have caused operational problems, (ii) higher than anticipated operating expenses of the development, and (iii) depressed rental market conditions in the development's local area.

In certain cases, cash deficiencies of developments, including certain developments as to which the related mortgage loans are not delinquent as to scheduled debt service payments or required reserve deposits, have been funded in part by advances from the owners of the respective developments. However, there generally can be no assurance that the owners will make additional advances for this purpose. For certain mortgage loans, the Authority holds reserve deposits and letters of credit that may be applied toward delinquencies.

At June 30, 2022, for loans financed under the Mortgage Loan Program Fund, one loan was in arrears in amounts equal to more than three months debt service payments or required deposits to tax and insurance and/or replacement reserves, totaling $0.6 million and $1.2 million, respectively.

The Authority has pursued actions available under the mortgage and regulatory agreements to cure certain delinquencies. With respect to some developments, the need for capital improvements, repairs, marketing campaigns and other expenditures may be indicated. Where necessary and appropriate, the Authority has committed and/or advanced residual income loans from the Administrative Fund or mortgage loan increases from the related program account to finance these expenditures. In certain instances, the Authority has initiated actions to effect necessary changes in the management of the developments. In addition, the Authority has, in some cases, filed suit against the applicable general contractors and/or bonding companies seeking corrections of the development's physical defects and has instituted foreclosure proceedings for certain developments.

The Authority's policy for converting mortgage loans, except for loans financed under the Single-Family Mortgage Loan Program, to non-accrual status is to discontinue the accrual of interest when a loan becomes 90 days past due. In addition, the Authority does not accrue interest income on loans in which payments are to be made from residual receipts of the development. Payments on such loans are recognized only as received. For loans receivable within the Single-Family Mortgage Loan Program, the Authority accrues interest income on all loans unless they become real estate owned properties, at which time the accrual is suspended.

The Authority does not accrue interest income on approximately $3.9 million of mortgage loans recorded in the Administrative Fund. Payments made on such loans, which generally are payable from residual receipts, if any, of the affected development funds, are recognized only as received. The annual amount of interest on these loans is approximately $79.4 thousand.

In fiscal year 2016, the Authority entered into a new financing agreement with the Federal Financing Bank (FFB), an arm of the United States Department of Treasury, for selling beneficial ownership interests in mortgage loans originated by housing finance agencies and insured under the FHA-HFA Risk Sharing Program. The Authority sells beneficial ownership interest in its mortgages under this program

NOTE 5 PROGRAM LOANS RECEIVABLE (CONTINUED)

to FFB. Beneficial ownership interest in mortgage loans that the Authority sells to the FFB will be evidenced by certificates of participation from the Authority. The monthly mortgage payments from the borrower will be used to repay the interest to the FFB and principal payments will reflect the scheduled mortgage principal payments. Through fiscal year 2022, the Authority sold beneficial ownership interests in loans for seventeen affordable Multi-Family developments totaling $119.7 million to the FFB.

The Authority, as of June 30, 2022, has 58 outstanding Risk Sharing Loans totaling $526.2 million and elected that HUD assume 10% to 90% of the loss with respect to those loans as a result of the existing Risk Sharing agreement. Three of these loans totaling $13.4 million were financed through the issuance of the Authority's Housing Bonds, eight loans totaling $37.8 million were financed through the issuance of the Authority's Multi-Family Initiative Bonds, two loans totaling $6.9 million were financed through the issuance of the Administrative Fund, and eighteen loans totaling $293.7 million were financed through the issuance of the Authority's Multi-Family Revenue Bonds. The remaining twenty-seven loans totaling $174.3 million are not included in the Authority's financial statements as the Authority sold 10% to 90% participation interests in the loans to outside parties.

At June 30, 2022, for loans financed under the FHA-HFA Risk Sharing Program where the Authority sold 100% participation interest in the loans to outside parties, there were no amounts in arrears equal to more than three months debt service payments or required deposits to tax and insurance and/or replacement reserves.

At June 30, 2022, for loans financed under the Mortgage Participation Certificate Program, where the Authority has sold 100% participation interests in the loans to outside parties, there were no amounts in arrears equal to more than three months of debt service payments or required deposits to tax and insurance and/or replacement reserves. The loss reserve for loans financed under this program, totaling $1.9 million as of June 30, 2022, is recorded in accrued liabilities (and other) in the Administrative Fund.

As of June 30, 2022, for mortgage loans insured with Ambac Assurance Corporation (Ambac) on Multi-Family housing developments under the Authority's Mortgage Participation Certificate Program, the Authority has outstanding three Ambac loans totaling $5.4 million. These loans are not included in the Authority's financial statements as the Authority sold 100% participation interests in the loans to outside parties. Ambac has guaranteed repayment of principal and interest due on a timely or accelerated basis in accordance with the agreement between the Authority and Ambac. The agreement allows (or provides) the Authority to share its risk with Ambac on the aggregate loan portfolio after the satisfaction of certain requirements and thresholds.

At June 30, 2022, for loans financed under Ambac Assurance Corporation (Ambac), one loan was in arrears an amounts equal to more than three months debt service payments or required deposits to tax and insurance and/or replacement reserves, totaling $12.8 thousand and $723.5 thousand, respectively.

NOTE 5 PROGRAM LOANS RECEIVABLE (CONTINUED)

The following summarizes the changes in the allowance for estimated losses on program loans receivable during the year ended June 30, 2022, follows in, thousands:

	Allowance for estimated losses June 30, 2021	Provision for/ (reversal of) estimated losses	Write-offs of uncollectible losses, net of recoveries	Allowance for estimated losses June 30, 2022
Governmental Funds:				
Illinois Affordable Housing Trust Fund	$ 39,308	$ 10,228	$ (84)	$ 49,452
HOME Program Fund	29,035	2,825	(54)	31,806
Nonmajor Governmental Funds	12,268	10,802	(761)	22,309
Total Governmental Funds	80,611	23,855	(899)	103,567
Proprietary Funds:				
Administrative Fund	5,657	3,545	(33)	9,169
Mortgage Loan Program Fund	3,573	(210)	(3)	3,360
Single Family Program Fund	2,606	(384)	(1)	2,221
Total Proprietary Funds	$ 11,836	$ 2,951	$ (37)	$ 14,750

The provision for estimated losses for the Illinois Affordable Housing Trust Fund is recorded as a reduction to the amount due to the State of Illinois to reflect the State of Illinois net position interest in the program.

State statute (30 ILCS 205/2) requires that all uncollected receivables due that exceed $1,000 be submitted to the Illinois Attorney General to be certified as uncollectible before the Authority can delete such receivables from its records. As of June 30, 2022, the Authority has eleven loans certifications outstanding, totaling $213.7 thousand. Certification requests are anticipated to be filed as loss amounts are determined following the conclusion of foreclosure or other loss mitigation activities. The Authority has established provisions for estimated losses against such loans requested and to be requested for such certifications in amounts equal to the outstanding principal balances of the loans.

NOTE 5 PROGRAM LOANS RECEIVABLE (CONTINUED)

Scheduled receipts of principal on gross program loans receivable in certain governmental funds and proprietary funds in the five years subsequent to June 30, 2022, and thereafter are as follows (in thousands):

Governmental Funds

	Illinois Affordable Housing Trust Fund	HOME Program Fund	American Recovery and Reinvestment Act Fund
2023	$ 18,157	$ 17,007	$ 255
2024	9,269	20,141	229
2025	10,370	9,189	238
2026	12,345	14,149	248
2027	9,469	10,473	3,100
After 2027	308,487	247,863	70,757
	$ 368,097	$ 318,822	$ 74,827

Proprietary Funds

	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund
2023	$ 621	$ 5,799	$ 9,969
2024	922	6,667	9,948
2025	1,163	8,571	9,948
2026	927	8,087	9,925
2027	744	8,216	9,914
After 2027	51,429	362,518	50,321
	$ 55,806	$ 399,858	$ 100,026

Amounts recorded as due from FNMA (Fannie Mae) and the Federal Home Loan Mortgage Corporation (FHLMC/Freddie Mac) in the Mortgage Loan Program Fund represent the disbursed bond proceeds and accrued interest on certain bond issues which are secured by credit enhancements provided by FNMA and FHLMC. Under these obligations, the bond trustee may draw funds directly from FNMA and FHLMC when needed and in amounts sufficient to make timely payments of principal and interest on the bond issues when due and payable.

NOTE 6 REAL ESTATE HELD FOR SALE

An analysis of real estate for sale, net of allowance for estimated losses, as of June 30, 2022, is shown below (in thousands):

Proprietary Funds:

	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Balance at June 30, 2021	$ —	$ —	$ 38	$ 38
Transfers of loans	75	9	381	465
Proceeds received/write-offs	—	(9)	(267)	(276)
Change in loan loss allowance	—	—	29	29
Balance at June 30, 2022	$ 75	$ —	$ 181	$ 256

NOTE 7 CAPITAL ASSETS

Capital asset activity for year ended June 30, 2022, for governmental activities, was zero and capital asset activity for the fiscal year ended June 30, 2022, for business-type activities, was as follows (in thousands):

	Balance June 30,2021 As Restated (1)	**Additions**	**Deletions**	**Balance June 30, 2022**
Capital assets being depreciated				
Administrative Fund				
Furniture and equipment	$ 6,866	$ 351	$ (39)	$ 7,178
Right to use Building	7,264	—	—	7,264
Mortgage Loan Program Fund				
Real estate	50,364	193	—	50,557
Total capital assets being depreciated	64,494	544	(39)	64,999
Total capital assets	64,494	544	(39)	64,999
Accumulated depreciation and amortization				
Administrative Fund				
Furniture and equipment	5,286	624	—	5,910
Right to use Building	1,341	—	—	1,341
Mortgage Loan Program Fund				
Real estate	25,806	1,165	—	26,971
Total accumulated depreciation and amortization	32,433	1,789	—	34,222
Capital assets, net of depreciation and amortization	$ 32,061	$ (1,245)	$ (39)	$ 30,777

(1) The beginning balance was restated due to the implementation of GASB Statement No. 87. See Note 2E.

NOTE 8 BONDS AND NOTES PAYABLE

The following summarizes the debt activity for the Authority's proprietary funds for the fiscal year ended June 30, 2022, (in thousands):

	June 30, 2021	Additions	Deductions	June 30, 2022	Amount due within one year
Administrative Fund:					
Direct Borrowing					
Federal Home Loan Bank Advances	$ 17,653	$ 408,020	$ (402,117)	$ 23,556	$ 12,906
Total Administrative Fund	17,653	408,020	(402,117)	23,556	12,906
Mortgage Loan Program Fund:					
Direct Placement					
Multifamily Initiative Bonds	128,089	—	(78,069)	50,020	1,150
Multifamily Revenue Bonds	125,625	21,810	(280)	147,155	850
Other Debt					
Housing Bonds	106,511	—	(19,936)	86,575	5,170
Multifamily Revenue Bonds	90,686	112,390	(13,270)	189,806	1,267
Total Mortgage Loan Program Fund	450,911	134,200	(111,555)	473,556	8,437
Single Family Program Fund:					
Other Debt					
Homeowner Mortgage Revenue Bonds	261,155	—	(58,905)	202,250	8,125
Premium on Homeowner Mortgage Revenue Bonds	3,668	—	(1,067)	2,601	—
Housing Revenue Bonds	56,902	—	(11,645)	45,257	1,399
Premium on Housing Revenue Bonds	24	—	(20)	4	—
Discount on Housing Revenue Bonds	(778)	—	124	(654)	—
Revenue Bonds	909,156	439,300	(182,436)	1,166,020	25,193
Premium on Revenue Bonds	32,548	9,179	(6,557)	35,170	—
Total Single Family Program Fund	1,262,675	448,479	(260,506)	1,450,648	34,717
Total Proprietary Funds	$ 1,731,239	$ 990,699	$ (774,178)	$ 1,947,760	$ 56,060

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

Bonds and notes outstanding are general obligations (G.O.) of the Authority with the exception of Homeowner Mortgage Revenue Bonds, Housing Revenue Bonds, Revenue Bonds, Multi-Family Initiative Bonds and Multi-Family Revenue Bonds, which are special limited obligations (S.L.O.) of the Authority. S.L.O. bonds, other than Housing Revenue Bonds, Revenue Bonds, and specific series of Homeowner Mortgage Revenue Bonds are payable from pledged property as defined in their respective general resolutions. Housing Revenue Bonds, Revenue Bonds, and specific series of Homeowner Mortgage Revenue Bonds are payable from pledged mortgage-backed securities. Certain issues of Multi-Family Initiative Bonds are credit enhanced by FNMA and FHLMC. The Authority has also pledged its general obligations to the payment of the Affordable Housing Program Trust Fund Bonds to a limited extent and amounts. Per GASB Statement No. 88 disclosure requirements, the Authority is required to disclose direct borrowings, direct placement of debt, as well as other debt that it may hold. As seen in the table above, the Authority currently holds $23.6 million in direct borrowings of debt, all within the Administrative Fund. The Authority also holds $197.2 million in direct placements of debt, all within the Mortgage Loan Program fund. The remainder of debt held by the Authority is classified as Other Debt, and is located within the Mortgage Loan Program Fund, $276.4 million, and the Single Family Program Fund, $1.4 billion, for an Other Debt total of $1.7 billion.

The Authority has pledged future mortgage loan and mortgage-backed security revenues, net of specified operating expenses, to repay outstanding principal $1.8 billion of S.L.O. bonds as noted in the following schedules for the Mortgage Loan Program Fund and Single Family Program Fund. The total principal and interest remaining to be paid on the S.L.O. Bonds is $2.7 billion. For S.L.O. bonds payable from pledged property, interest paid for the fiscal year ended June 30, 2022, was $31.8 million, and total related mortgage loan principal and interest received were $55.6 million and $14.9 million, respectively.

Bonds and notes outstanding at June 30, 2022, are as follows. Listed maturity dates are indicated as calendar years. The June 30, 2021, amounts are shown for comparative purposes only.

The Authority's outstanding obligations from direct borrowing relating to business-type activities contain provisions declaring events of default based on nonpayment on monies owed, failure to meet certain conditions under the governing documents, the Authority ceasing to be eligible as a housing associate under the Act, and other defined provisions within the applicable agreements. The lenders under each of the agreements have rights of principal acceleration under the governing documents based on aforementioned events of default. Subject to the provisions outlined within the respective agreements, additional remedies and enforcement exist.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

A. Mortgage Loan Program Fund

Bonds outstanding of the Mortgage Loan Program Fund are as follows (in thousands):

	Maturity Dates	Interest Rate Range%	Debt Class	Amount June 30, 2022	Amount June 30, 2021
Housing Bonds:					
2008 Series A (1)	2022-2027	Variable	G.O.	$ 9,490	$ 9,850
2008 Series B (1)	2022-2027	Variable	G.O.	16,085	18,285
2008 Series C (1)	2022-2041	Variable	G.O.	4,220	4,351
2013 Series B (Taxable)	2022-2024	2.90-3.605	G.O.	4,000	15,525
2015 Series A-1	2022–2027	2.70-3.40	G.O.	2,190	5,125
2015 Series A-2 (Taxable)	2022	3.04-3.26	G.O.	—	980
2015 Series A-3 (Taxable) (1)	2045	Variable	G.O.	20,415	20,415
2017 Series A-1 (Taxable)	2022	291%	G.O.	175	1,980
2017 Series A-2 (Taxable) (1)	2027-2048	Variable	G.O.	30,000	30,000
Total Housing Bonds				$ 86,575	$ 106,511

1. In accordance with the indenture, interest rates on the bonds are determined weekly and are paid monthly at a rate established by the remarketing agents on each rate determination date. The variable rates paid on the subject bonds ranged from 0.89% to 1.60% at June 30, 2022. Pursuant to the liquidity agreements, the bonds are subject for purchase by liquidity providers in the event of a tender by bondholders (Bank Bonds). Subject to other provisions within the liquidity agreements, the Bank Bonds will bear interest at a rate specified within the agreements and continue to be subject for remarketing-by-remarketing agents. In the event the remarketing agents are unable to remarket the Bank Bonds over a certain period of time, the Bank Bonds are subject to a put whereby the Authority is required to purchase and redeem the Bank Bonds over a period stated within the agreements. The Authority has a take-out agreement with the liquidity providers to convert the bonds to an installment loan payable over a three-to-five-year period. The interest rate that is to be paid during the put periods is SOFR plus 175 basis points. The current liquidity agreements for 2008 Series A, B, and C expire on April 24, 2024. The current agreements for 2015 Series A-3 and 2017 Series A-2 expire on December 30, 2024, and November 3, 2026, respectively.

The Bonds and Bank Bonds are general obligations of the Authority and the timely payment of principal and interest on the Bonds and Bank Bonds are subject to credit enhancement agreements with credit enhancement providers. The Authority has a general obligation to reimburse the liquidity providers and credit enhancement providers for any such payments made.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

A. Mortgage Loan Program Fund (Continued)

Bonds outstanding of the Mortgage Loan Program Fund are as follows (in thousands):

	Maturity Dates	Range %	Debt Class	Amount June 30, 2022	Amount June 30, 2021
Multi-Family Initiative Bonds:					
Series 2009 B	2022–2051	3.50%	S.L.O.	$ —	$ 6,840
Series 2009 C	2022–2051	3.01	S.L.O.	—	17,410
Series 2009 D	2022–2041	3.48	S.L.O.	—	52,630
Series 2009 E	2022–2042	2.32	S.L.O.	4,030	4,120
Series 2009 F	2022–2041	2.32	S.L.O.	4,830	4,940
Series 2009 G	2022–2041	2.32	S.L.O.	7,240	7,400
Series 2009 H	2022–2041	2.32	S.L.O.	9,620	9,820
Series 2009 I	2022–2051	2.32	S.L.O.	8,530	8,709
Series 2009 J	2022–2043	3.84	S.L.O.	15,770	16,220
Total Multi-Family Initiative Bonds				50,020	128,089
Multi-Family Revenue Bonds:					
2016 Series A (Taxable)	2022–2048	2.63	S.L.O.	13,283	13,601
2017 Series A	2022–2059	4.05	S.L.O.	25,297	25,526
2017 Series B	2022–2043	3.21	S.L.O.	9,785	10,008
2019 Series A	2023-2063	1.50-3.40	S.L.O.	29,050	41,550
2020 Series A	2022-2060	1.45-3.85	S.L.O.	5,705	5,750
2020 Series B	2022-2062	2.15-4.10	S.L.O.	2,930	2,935
2020 Series C	2022-2062	2.20-4.10	S.L.O.	1,645	1,650
2020 Series D (Taxable)	2022-2062	3.30-4.65	S.L.O.	1,695	1,695
2021 Series A	2024-2041	0.00	S.L.O.	84,895	84,895
2021 Series B	2022-2042	0.40-2.06	S.L.O.	28,475	28,700
2021 Series C	2025-2065	0.60-3.05	S.L.O.	78,005	—
2022 Series A	2022-2062	0.00	S.L.O.	21,810	—
2022 Series B	2023-2062	2.05-4.45	S.L.O.	10,815	—
2022 Series C	2022-2052	Variable	S.L.O.	23,571	—
Total Multi-Family Revenue Bonds				336,961	216,311
Total Mortgage Loan Program Fund				$ 473,556	$ 450,911

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

B. Single Family Program Fund

Bonds outstanding of the Single Family Program Fund are as follows (in thousands):

	Maturity Dates	Interest Rate Range%	Debt Class	Amount June 30, 2022	Amount June 30, 2021
Homeowner Mortgage Revenue Bonds:					
2002 Series B (Taxable) (1)	2022-2023	Variable	S.L.O.	$ 75	$ 270
2004 Series C-3 (2)	2025–2034	Variable	S.L.O.	9,305	10,095
2014 Series A	2022-2024	3.05-3.40	S.L.O.	6,705	14,520
2014 Series A-4 (Taxable) (2)	2026-2034	Variable	S.L.O.	10,675	10,675
2014 Series A-5 (Taxable) (2)	2025-2035	Variable	S.L.O.	20,000	20,000
2014 Series B	2022-2024	3.05-3.40	S.L.O.	945	1,345
2016 Series A (Taxable)	2022-2034	0.00	S.L.O.	5,265	19,550
2016 Series B	2035-2046	0.00	S.L.O.	5,750	10,410
2016 Series C	2022-2046	1.60-3.50	S.L.O.	65,665	81,065
2018 Series A-1	2026-2048	2.95-4.00	S.L.O.	35,785	48,125
2018 Series A-2	2031-2038	Variable	S.L.O.	30,000	30,000
2018 Series A-3	2022-2026	2.85-3.35	S.L.O.	12,080	15,100
				202,250	261,155
Plus Unamortized Premium Thereon				2,601	3,668
Total Homeowner Mortgage Revenue Bonds				$ 204,851	$ 264,823

(1) In accordance with the indenture, interest rates on the 2002 Series B bonds are determined and paid semi-annually based upon an index of the one-month LIBOR rate plus 0.415%. The variable rates paid on the subject bonds was 1.78671 % at June 30, 2022.

(2) In accordance with the indenture, interest rates on the bonds are determined weekly and are paid monthly at a rate established by the remarketing agents on each rate determination date. The variable rates paid on the subject bonds ranged from 0.890% to 1.787% at June 30, 2022. Pursuant to the liquidity agreements, the bonds are subject for purchase by liquidity providers in the event of a tender by bondholders ("Bank Bonds"). Subject to other provisions within the liquidity agreements, the Bank Bonds will bear interest at a rate specified within the agreements and continue to be subject for remarketing by remarketing agents. In the event the remarketing agents are unable to remarket the Bank Bonds over a certain period of time, the Bank Bonds are subject to a put whereby the Authority is required to purchase and redeem the Bank Bonds over a period stated within the agreements. The Authority has a take-out agreement with the liquidity providers to convert the bonds to an installment loan payable over a three-to-five-year period. The interest rate that is to be paid during the put periods is SOFR plus 175 basis points. The liquidity agreement for 2004 Series C-3 expires on July 13, 2025. The liquidity agreements for 2014 Series A-4 and 2014 Series A-5 expire on March 15, 2024, and March 10, 2024, respectively, and the liquidity agreements for 2018 Series A-2 expire on July 11, 2023.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

B. Single Family Program Fund (Continued)

Bonds outstanding of the Single Family Program Fund are as follows (in thousands):

	Maturity Dates	Interest Rate Range %	Debt Class	Amount June 30, 2022	Amount June 30, 2021
Housing Revenue Bonds:					
Series 2011-1A	2022–2041	3.285%	S.L.O.	$ 2,297	$ 2,977
Series 2011-1B	2021	3.285	S.L.O.	—	937
Series 2011-1C	2022–2041	3.285	S.L.O.	6,512	7,500
Series 2012A (Taxable)	2022–2042	2.625	S.L.O.	8,273	10,123
Series 2013A	2022–2043	2.450	S.L.O.	18,373	23,705
Series 2013B (Taxable)	2022–2043	2.750	S.L.O.	5,395	6,257
Series 2013C	2022–2043	3.875	S.L.O.	4,407	5,403
				45,257	56,902
Plus: Unamortized Premium Thereon				4	24
Less: Unamortized Discount				(654)	(778)
Total Housing Revenue Bonds				$ 44,607	$ 56,148

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

B. Single Family Program Fund (Continued)

Bonds outstanding of the Single Family Program Fund are as follows (in thousands):

	Maturity Dates	Interest Rate Range %	Debt Class	Amount June 30, 2022	Amount June 30, 2021
Revenue Bonds:					
2016 Series A	2022-2046	0.95-4.00%	S.L.O.	$ 18,485	$ 31,680
2017 Series A	2022–2047	—	S.L.O.	23,909	31,705
2017 Series B	2022–2048	1.35-4.00	S.L.O.	48,425	74,895
2018 Series A	2022–2048	2.05-4.50	S.L.O.	40,370	62,790
2019 Series A	2022–2049	1.60-4.25	S.L.O.	21,510	44,070
2019 Series B (1)	2042	variable	S.L.O.	30,000	30,000
2019 Series C	2022–2049	1.35-4.00	S.L.O.	51,130	68,580
2019 Series D	2022-2050	1.20-3.75	S.L.O.	76,800	99,890
2020 Series A	2022-2050	0.75-3.75	S.L.O.	91,220	108,165
2020 Series B	2022-2050	0.15-3.00	S.L.O.	64,045	78,101
2020 Series C (1)	2042	variable	S.L.O.	40,000	40,000
2021 Series A	2022-2051	0.10-3.00	S.L.O.	85,150	95,000
2021 Series B	2022-2051	0.10-3.00	S.L.O.	120,245	125,000
2021 Series C (taxable)	2022-2031	0.015-2.228	S.L.O.	18,650	19,280
2021 Series D	2022-2051	0.10-3.00	S.L.O.	122,915	—
2021 Series E (taxable)	2022-2031	0.27-2.08	S.L.O.	18,165	—
2022 Series A	2022-2052	1.50-3.50	S.L.O.	125,000	—
2022 Series B (taxable)	2023-2032	2.50-4.03	S.L.O.	20,000	—
2022 Series C	2023-2052	2.05-4.50	S.L.O.	90,140	—
2022 Series D	2045	variable	S.L.O.	59,861	—
				1,166,020	909,156
Plus: Unamortized Premium Thereon				35,170	32,548
Total Revenue Bonds				1,201,190	941,704
Total Single Family Program Fund				$ 1,450,648	$ 1,262,675

(1) In accordance with the indenture, interest rates on the bonds are determined weekly and are paid monthly at a rate established by the remarketing agents on each rate determination date. The variable rates paid on the subject bonds ranged from 0.92% to 0.95% at June 30, 2022, Pursuant to the liquidity agreements, the bonds are subject for purchase by liquidity providers in the event of a tender by bondholders (Bank Bonds). Subject to other provisions within the liquidity agreements, the Bank Bonds will bear interest at a rate specified within the agreements and continue to be subject for remarketing by remarketing agents. In the event the remarketing agents are unable to remarket the Bank Bonds over a certain period of time, the Bank Bonds are subject to a put whereby the Authority is required to purchase and redeem the Bank Bonds over a period stated within the agreements. The Authority has a take-out agreement with the liquidity providers to convert the bonds to an installment loan payable over a three-to-five-year period. The interest rate that is to be paid during the put periods is SOFR plus 175 basis points. The liquidity agreement for 2019 Series B expires on March 7, 2024, the liquidity agreement for 2020 Series C expires on October 15, 2025, and the liquidity agreement for 2022 Series D expires on May 18, 2027.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

C. Administrative Fund

Outstanding debt of the Administrative Fund is as follows (in thousands):

	Maturity Date	Interest Rate (1)	Debt Class	Amount June 30, 2022	Amount June 30, 2021
Direct Borrowing:					
Federal Home Loan Bank Advances:					
	2022	2.03%	Loan	$ —	$ 1,313
	2022	—	Loan	—	5,000
	2022	1.37	Loan	12,556	—
	2024	2.35	Loan	1,406	1,406
	2027	2.37	Loan	808	956
	2027	2.70	Loan	8,786	8,978
				$ 23,556	$ 17,653

(1) Interest rate on the loan(s) may be fixed or variable, and is determined by type, length, and use of proceeds.

D. Current Refundings of Debt

On May 12, 2022, the Authority issued (1) series of variable rate, tax-exempt Multi-Family Revenue Bonds designated as Multi-Family Revenue Bonds Series 2022 C, totaling $23.57 million, to finance the refunding of (2) prior series of Multifamily Initiative Bonds. The prior bonds financed the rehabilitation and new construction of (7) Multi-Family and Senior residential housing development with a total of 615 units located in Morton Grove, Chicago, Granite City, Moline, Belleville, Swansea, and Lake Zurich, Illinois.

The Series 2022 C bonds have payment dates of January 1 and July 1 each year through January 1, 2052. The Authority completed the refunding to reduce its total debt service payments in an anticipated amount of $7,029,714 and to obtain an estimated economic gain (Net Present Value) of $6,221,501.

E. Defeased Debt

The Authority has defeased debt by placing the proceeds of new bonds and other amounts in an irrevocable trust to provide for all future debt service payments of the old bonds. The Authority no longer has outstanding defeased debt. The defeased debt for Multi-family Housing Bonds, 1981 Series A, was fully redeemed on July 1, 2021 in the amount of $15.5 million.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

F. Other Financings

From time to time, the Authority has issued conduit obligations with a claim for repayment solely from payments received with respect to the mortgage loans. The bonds are not general obligations of the Authority, and they are not a debt of the State of Illinois; neither is liable to pay interest and principal on the bonds. Accordingly, the bonds and the related mortgage loans are not included in the Authority's financial statements. The bonds do, however, apply toward the Authority's authorized debt limitation.

As of June 30, 2022, there were 114 series of such bonds or notes outstanding, with an aggregate principal amount payable of $1,400 million.

G. Assets Restricted for Capital and Debt Service Reserves

Pursuant to the Act and various resolutions of the Authority, certain assets (principally investments) are maintained in capital and debt service reserve funds and may be used only for the payment of principal and interest on certain bonds. The reserve funds must be maintained at an amount at least equal to the following:

Bonds	Requirement
Housing Bonds	The amount established by each series resolution, currently six months of maximum principal and interest payments.
Multifamily Initiative Bonds	The maximum amount of principal and interest due on any interest payment date excluding the final interest payment date.
Multifamily Revenue Bonds	One-half of the maximum amount of principal and interest due for the then-current or any future calendar year.
Homeowner Mortgage Revenue Bonds	The sum of all amounts established by each series resolution, but such amount cannot be less than 2% for the Homeowner Mortgage Revenue Bonds of the sum of (i) the outstanding principal balance of related mortgage loans, and (ii) the amount on deposit to the credit of series program accounts of the program fund.

The amounts of such reserves, for measurement purposes against the various bond resolution reserve requirements, are valued at book value or par, or, if purchased at less than par, at their cost to the Authority. At June 30, 2022, these reserve amounts, which were not less than the amounts required are as follows, in thousands:

Housing Bonds	$	3,519
Multifamily Initiative Bonds		561
Multifamily Revenue Bonds		8,537
Homeowner Mortgage Revenue Bonds		2,340
Total	$	14,957

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

H. Debt Service Requirements

Debt service requirements dollars in millions through 2027 and five year increments thereafter to maturity for the Authority's proprietary fund are as follows (in million):

	Administrative Fund Direct Borrowing		Single Family Program Fund Other Debt	
	Principal	**Interest**	**Principal**	**Interest**
Year ending June 30:				
2023	$ 12.9	$ 0.3	$ 34.7	$ 38.3
2024	1.8	0.3	40.4	37.7
2025	0.4	0.2	40.6	37.0
2026	0.4	0.2	41.7	36.2
2027	0.4	0.2	43.9	35.4
Five years ending June 30:				
2028-2032	7.7	0.1	238.3	160.4
2033-2037	—	—	215.5	130.5
2038-2042	—	—	255.1	108.9
2043-2047	—	—	286.7	64.1
2048-2052	—	—	215.8	15.9
2053-2057	—	—	0.8	0.1
	$ 23.6	$ 1.3	$ 1,413.5	$ 664.5

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

H. Debt Service Requirements (Continued)

	Mortgage Loan Program Fund					
	Direct Placement of Debt		**Other Debt**		**Total**	
	Principal	**Interest**	**Principal**	**Interest**	**Principal**	**Interest**
Year ending June 30:						
2023	$ 2.0	$ 4.8	$ 6.4	$ 6.4	$ 8.4	$ 11.2
2024	2.2	4.7	7.1	6.3	9.3	11.0
2025	4.3	4.6	6.3	6.2	10.6	10.8
2026	4.0	4.5	6.7	6.1	10.7	10.6
2027	4.1	4.4	27.8	6.0	31.9	10.4
Five years ending June 30:						
2028-2032	22.3	20.6	32.1	27.3	54.4	47.9
2033-2037	25.8	17.7	28.1	24.1	53.9	41.8
2038-2042	105.0	13.6	35.2	20.4	140.2	34.0
2043-2047	7.8	3.6	48.4	15.6	56.2	19.2
2048-2052	7.2	2.5	23.6	11.2	30.8	13.7
2053-2057	5.7	1.6	22.8	7.4	28.5	9.0
2058-2062	6.1	0.6	21.9	3.5	28.0	4.1
2063-2067	0.7	—	10.0	0.5	10.7	0.5
	$ 197.2	$ 83.2	$ 276.4	$ 141.0	$ 473.6	$ 224.2

The Authority's outstanding obligations from direct borrowing relating to business-type activities contain provisions declaring events of default based on nonpayment on monies owed, failure to meet certain conditions under the governing documents, the authority ceasing to be eligible as a housing associate under the Act and other defined provisions within the applicable agreements. The lenders under each of the agreements have rights of principal acceleration under the governing documents based on aforementioned events of default. Subject to the provisions outlined within the respective agreements, additional remedies and enforcement exist.

The Authority has a line of credit for cash advances with the Federal Home Loan Bank of Chicago up to $250 million. The current undrawn portion of the Authority's authorized amount is $226 million.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

I. Derivative Instruments

The incurring of obligations by the Authority involves a variety of interest rate payments and other risks, for which a variety of financial instruments are available to offset, hedge, or reduce these payments and risks. It is the policy of the Authority to utilize risk management agreements to better manage its assets and liabilities. The Authority may execute risk management agreements if the transaction can be expected to result in at least one of, but not limited to the following:

a) The achievement of savings over alternative products existing in the capital markets;
b) The management of the Authority's exposure to floating and fixed interest rates;
c) Ability to access the capital markets more rapidly than may be possible with conventional debt instruments;
d) The management of the Authority's exposure to the risk of changes in the legal and regulatory treatment of tax-exempt bonds; and
e) The ability of the Authority to increase income, lower costs, or strengthen the Authority's financial position.

As of June 30, 2022, the Authority has active swap and interest rate cap contracts. Details are shown in the following tables, in thousands.

	Changes in fair value		Fair Value at June 30, 2022		
	Classification	**Amount**	**Classification**	**Amount**	**Notional**
Business-Type Activities:					
Cash Flow Hedges:					
Pay-Fixed/Receive Variable, Interest Rate Swaps:					
HMRB	Deferred Inflow	$ 3,098	**	$ 106	$ 30,000
RB	Deferred Inflow	$ 9,073	**	$ 7,773	$ 129,860
MFRB Maywood	Deferred Outflow	$ 161	*	$ (197)	$ 24,995
MFRB Burnham Manor	Deferred Outflow	$ (273)	*	$ (273)	$ 12,725
General Obligation	Deferred Outflow	$ (53)	*	$ (53)	$ 5,570
Rate Caps					
HB	Deferred Inflow	$ 72	**	$ 84	$ 15,150
MFRB	Deferred Inflow	$ 225	**	$ 225	$ 23,570

* The fair value is classified as derivative instrument liability and a deferred outflow of resources.
** The fair value is classified as derivative instrument asset and a deferred inflow of resources.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

I. Derivative Instruments (Continued)

The fair value of the interest rate swaps was estimated using the zero-coupon method. This method calculates the future net settlement payments required by the swap, assuming that the current forward rates implied by the yield curve correctly anticipate future spot interest rates. These payments are then discounted using the spot rates implied by the current yield curve for hypothetical zero-coupon bonds due on the date of each future net settlement on the swaps.

The fair value of the interest rate swap and rate caps were estimated by the Authority using data provided by the Authority's swap advisor.

6/30/2022 (Dollars in Thousands)

Associated Bond Issue	Notional Amounts	Effective Date	Fixed Rate Paid (3)	Variable Rate Received	Fair Values (1)	Termination Date	Counter-Party Credit Rating (2)
Active Swap Contracts:							
Single Family Program Fund:							
HMRB**:							
HMRB 2018 A-2	$ 30,000	8/1/2018	2.3940	70% 1M LIBOR	$ 106	2/1/2038	Aa1 / AA- / AA-
RB***:							
RB 2019B	30,000	3/7/2019	2.4310	100% SIFMA -> 70% LIBOR	935	4/1/2042	Aa2/ A+/ AA
RB 2020C	40,000	10/15/2020	1.0565	100% SIFMA -> 70% LIBOR	6,542	4/1/2042	Aa1 / AA- / AA-
RB 2022D	59,860	5/19/2022	2.4320	70% SOFR + .08%	296	4/1/2045	Aa2/ A+/ AA
	$ 159,860				$ 7,879		
Active Swap Contracts:							
Mortgage Loan Program Fund:							
MFRB***:							
MFRB Maywood	$ 24,995	7/1/2024	2.1470	LIBOR	$ (197)	7/1/2064	Aa2/ A+/ AA
MFRB Burnham Manor	12,725	1/1/2025	2.7755	70% SOFR + 0.08%	(273)	1/1/2065	Aa2/ A+/ AA
	$ 37,720				$ (470)		
Active Swap Contracts:							
General Obligation:							
GO 835 Wilson	$ 3,365	6/1/2025	2.9630	100% USD-SOFR-COMPOUND	$ (52)	11/1/2052	A1 / A / A+
GO Millbrook	2,205	7/1/2025	2.8286	100% USD-SOFR-COMPOUND	(1)	12/1/2052	A1 / A / A+
	$ 5,570				$ (53)		
Active Interest Rate Caps:							
Mortgage Loan Program Fund:							
HB****:							
Series 2008 A	$ 10,930	1/1/2018	6.0000	100% SIFMA	$ 57	1/1/2027	A1 / A / A+
Series 2008 C	4,220	5/9/2022	4.0000	70% USD-SOFR-COMPOUND + 0.18%	27	7/1/2027	A1 / A / A+
MFRB****:							
Series 2022 C	23,570	5/12/2022	4.0000	100% USD-SOFR-COMPOUND + 0.11%	225	7/1/2025	Aa2/ A+/ AA
	$ 38,720				$ 309		

** Homeowner Mortgage Revenue Bonds
*** Revenue Bonds
**** Housing Bonds
(1) Includes accrued interest.
(2) S&P/Moody's
(3) Represents rate for swap and cap rate for interest rate caps.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

I. Derivative Instruments (Continued)

To protect against the potential of rising interest rates, the Authority has entered into pay fixed, receive variable, interest rate swap agreements. The objective of these agreements is to achieve a synthetic fixed interest rate on the underlying bonds at a cost anticipated to be less than the amounts paid had the Authority issued fixed rate debt. In addition, the Authority has entered into interest rate caps agreement, the objective of which is to establish a maximum debt service which may be paid over the life of the underlying bonds.

The terms, fair values, and credit ratings of the outstanding agreements as of June 30, 2022, are shown in the above table. The notional amount of the swap and caps match the principal amount of the associated debt except in the case of Series 2008 A where early redemption of bonds has reduced the outstanding bond amount leaving the notional amount of the interest rate cap at its original scheduled value.

The Authority's swap and cap agreements in most cases contain scheduled reductions to outstanding notional amounts that are expected to approximately follow scheduled or an anticipated reduction in the associated bonds payable category.

Because interest rates have increased since the execution of the swap agreements in the Single-Family Program Fund, they have positive fair values as of June 30, 2022. The positive fair value may be countered by increases in total interest payments required under the variable-rate bonds, creating higher synthetic interest rates. Because the coupons on the Authority's variable rate bonds adjust to changing interest rates, the bonds do not have corresponding fair value changes.

As of June 30, 2022, the Authority was not exposed to credit risk for the swaps that had negative fair value. As interest rates change and the fair value becomes positive, the Authority is exposed to credit risk in the amount of the swap's or cap's fair value. The Authority is exposed to credit risk on the caps and swaps with positive fair value. The aggregate fair value of hedging derivative instruments with positive fair value on June 30, 2022, was $7.9 million. This represents the maximum loss that would be recognized at the reporting date if all counter-parties failed to perform as contracted. Fair value is a factor only upon termination.

Basis risk on a swap occurs when the variable payment received is based on an index other than the index on the underlying bonds. The Authority believes its swap agreements have been structured to minimize or eliminate this risk.

The Authority or the counterparty may terminate the swap agreements if the other party fails to perform under the terms of the agreements. If a swap is insured, a termination event occurs if the insurer fails to meet its obligations under the agreement.

NOTE 8 BONDS AND NOTES PAYABLE (CONTINUED)

I. Derivative Instruments (Continued)

The Authority is not exposed to rollover risk on its swap agreements. The Authority is exposed to rollover risk on hedging derivative instruments that are hedges of debt that mature or may be terminated prior to the maturity of the hedged debt. When these hedging derivative instruments terminate, the Authority will be re-exposed to the risks being hedged by the hedging derivative instrument. The Authority is exposed to rollover risk on the caps which have termination dates that occur prior to the final maturity of the related bonds.

As of June 30, 2022, debt service requirements of the Authority's outstanding variable-rate debt and net swap payments, assuming current interest rates remain the same, for their term are as follows, in thousands:

	Variable-Rate Bonds		Interest Rate	
	Principal	Interest	Swap, Net	Total
Year ending June 30:				
2023	$ 890	$ 1,970	$ 1,858	$ 4,718
2024	1,205	1,956	1,858	5,019
2025	1,240	1,940	1,858	5,038
2026	1,280	1,924	1,858	5,062
2027	9,015	1,907	1,858	12,780
	13,630	9,697	9,290	32,617
Five years ending June 30:				
2032	8,710	8,921	9,288	26,919
2037	74,800	7,146	7,633	89,579
2042	74,885	3,309	3,373	81,567
2047	21,595	703	488	22,786
2052	3,520	168	—	3,688
	183,510	20,247	20,782	224,539
Total	$ 197,140	$ 29,944	$ 30,072	$ 257,156

As rates vary, variable rate bond interest payments and net swap payments will vary.

NOTE 9 DEPOSITS HELD IN ESCROW

Deposits from developers, which are held in escrow in the Administrative Fund, may be used when necessary to pay principal and interest payments and fund construction cost overruns, change orders, tax and insurance payments and capital improvements (see Note 5). In addition, on certain developments, letters of credit and assignments of syndication proceeds are held by the Authority for similar purposes and to fund potential operating deficits of the related developments. Investment income earned on deposited funds is credited to the respective developer's escrow accounts.

NOTE 10 LEASES

The Authority has entered into a leases for office facilities with remaining lease terms ranging from five to ten years. If renewal is reasonably assured, leases requiring appropriation by the Authority are considered noncancelable leases for financial reporting purposes. Periods covered by renewal and termination options are not included in the right-to-use asset or lease liability balance until they are reasonably certain of exercise.

Lease payments (dollars in thousands) through 2027 and five year increments to maturity for the Authority's administrative fund are as follows:

Year Ending	Principal	Interest
2023	$ 1,256	$ 155
2024	1,325	119
2025	1,396	81
2026	1,470	40
2027	629	4
Total lease payments	$ 6,076	$ 399

NOTE 11 RISK MANAGEMENT

The bonds issued by the Authority after 1980 are subject to a variety of Internal Revenue Service (IRS) regulations that limit the amount of income that may be earned with nonmortgage investments to an amount not greater than the amount that would have been earned had the funds been invested at the yield on the bonds as defined by the IRS. Excess earnings must be rebated annually, or every five years, depending on the date and type of bond issue. It has been determined that there is no estimated rebate liability as of June 30, 2022.

In connection with various federal and state grant programs, the Authority is obligated to administer related programs and spend the grant funding in accordance with regulatory restrictions and is subject to audits by the grantor agencies. In the opinion of Authority management, any grant expenditures that may be disallowed by the grantor agency, if any, would not result in a material liability to the Authority.

The Authority carries commercial insurance for directors and officer's liability, general liability, employee health, workers' compensation, cyber liability, crime, property, and automobile ownership and usage. Settled claims resulting from these risks have not exceeded commercial insurance coverage in any of the past three fiscal years. Insurance coverage has not changed significantly since the prior year.

NOTE 12 RETIREMENT PLAN

The Authority provides a voluntary defined contribution retirement plan for the benefit of its employees through an agreement with Vanguard Investments. In a defined contribution plan, benefits depend solely on amounts contributed to the plan plus investment earnings. Full time employees are eligible to participate in and are fully vested in the plan from the date of employment. All plan assets and investments are administered by a trustee, which maintains an individual account for each participant. The Authority contributes 6% of its employees' salaries and employees, at their option, may contribute up to 100% (within a maximum dollar limit) of their salaries to the plan. In addition, the Authority, under the provisions of the Economic Growth and Tax Relief Act of 2001, permits additional contributions each calendar year for those employees who attain age 50 (or higher) during the calendar year. The plan may be amended or terminated by the Authority at any time and for any reason in the future, but no such action can deprive employees of their vested interests.

The Authority's total payroll for the fiscal year 2022 was $29.3 million. The Authority's contributions were calculated using the base salary amount of $29.1 million. The Authority's contributed $1.7 million, or 6.00% of the base salary amount, in fiscal year 2022. Employee contributions amounted to $2.4 million, in fiscal year 2022, or approximately 8.45% of the base salary amount.

NOTE 13 COMMITMENTS AND CONTINGENCIES

A. Loans

At June 30, 2022, the Authority had authorized loans and grants totaling $40.1 million for the Illinois Affordable Housing Trust Fund.

Under the HOME Program, $565.2 million and $102.1 million for federal fiscal years 1992 through 2021 and 2022, respectively, have been allocated to the State by HUD, to be administered by the Authority, under the HOME Program provisions of the 1990 National Affordable Housing Act. At June 30, 2022, the Authority had authorized loans totaling $20.2 million for the HOME Program.

In accordance with an agreement (the FAF Agreement) entered into by the Authority and in 1982, annual Section 8 contributions payable to HUD with respect to the developments financed by certain of the Authority's Multi-Family Housing Bonds, would be reduced to the extent of the debt service savings resulting from the early redemption of these bonds.

These redemptions were accomplished through subsequent issuance of Multi-Family Housing Bonds.

In November 2006, the Authority entered into a new agreement (the FAF Refunding Agreement) with HUD at the time of delivery of the Authority's Housing Bonds, 2006 Series G to refund the Multi-Family Housing Bond refunding bonds. Pursuant to federal legislation and a written agreement with the Authority, HUD has agreed to share a portion of such savings (the FAF Savings Program) with the Authority in order to create and maintain affordable housing opportunities for individuals of "very low income" (as such term is defined in the 1937 Housing Act) in the State. These savings, which are to be used solely for the purposes stated above, are recorded as other income of the

NOTE 13 COMMITMENTS AND CONTINGENCIES(CONTINUED)

A. Loans (Continued)

Administrative Fund. At June 30, 2022, loans receivable under this program were approximately $41.8 million.

In addition, due to the ongoing COVID-19 pandemic the Authority has been appropriated further funds (CRF II) to assist with rental (ERA) and mortgage assistance (EMA) in the approximate amounts of $556.4 million.

B. Issuances

A Summary of the Authority's outstanding issuances as of June 30, 2022, is as follows (in thousands):

Series	Date of Commitment	Estimated Delivery Date	Amount Not to Exceed
Multifamily Revenue Bonds:			
Southbridge 4% - As part of a 2022 non-taxable refunding issuance	5/17/2019	8/31/2022	$ 9,000
Southbridge 9% - As part of a 2022 taxable refunding issuance	5/17/2019	8/31/2022	7,000
Barwell Manor - As part of a 2022 refunding issuance	10/18/2019	4/1/2024	13,500
Major Jenkins - As part of a 2023 refunding issuance	10/29/2020	11/1/2023	8,640
Hebron Apartments - As part of a 2023 refunding issuance	12/22/2020	1/1/2024	5,300
Maywood SLF - As part of a 2024 refunding issuance	6/18/2021	6/18/2024	24,995
Taft Homes 4% - As part of a 2024 non-taxable refunding issuance	5/21/2021	9/17/2024	6,000
Armory Terrace - As part of a 2024 non-taxable refunding issuance	11/24/2021	11/24/2024	9,000
Burnham Manor - As part of a 2025 refunding issuance	3/18/2022	6/29/2024	12,725

C. Legal

The Authority is a defendant in various legal actions arising from normal business activities. Management believes, after consultation with legal counsel, that the ultimate liability, if any, resulting from these legal actions, will not materially affect the Authority's financial position or results of operations.

NOTE 14 SUBSEQUENT EVENTS

On July 1, 2022, the $2.5 million of the Authority's bank balances that were not covered by federal depository insurance, or collateral held by an agent – as described in Note 3 - was fully collateralized by additional securities provided by the banking institution.

On July 15, 2022, the Authority authorized the approval of the issuance of 2022 Multifamily Revenue bonds not to exceed $34,240,000 (Drexel Court and Lake Park East), proceeds of which will be used for the acquisition and rehabilitation of a 156-unit multifamily unit development located in Chicago.

On July 19, 2022, the Authority issued Multifamily Housing Revenue Note, 2022 Series in the aggregate principal amount of $15,000,000 (South Lawndale Apartments), the proceeds of which will be used for acquisition and rehabilitation of a 154-unit family housing rental development located in Chicago.

On July 20, 2022, the Authority issued Multifamily Revenue Bonds, 2022 Series A and B in the aggregate principal amount of $11,339,000. (Jackson Manor Apartments), the proceeds of which will be used to for the rehabilitation of a 72-unit multifamily rental housing development located in Chicago.

On August 2, 2022, the Authority issued Multifamily Housing Revenue Note, 2022 Series A and B in the aggregate principal amount of $11,720,000 (Ebenezer-Primm Towers), the proceeds of which will be used for acquisition and rehabilitation of a 107-unit senior housing rental development located in Evanston.

On August 19, 2022, the Authority issued Multifamily Housing Revenue Bonds, 2022 Series A and B and C in the aggregate principal amount of $46,785,000 (Oasis Senior Living), the proceeds of which will be used for acquisition and rehabilitation of a 219-unit senior housing rental development located in Chicago.

On August 19, 2022, the Authority authorized the issuance of Multifamily Revenue Bonds, Series 2022 D in an amount not to exceed $19,522,000 (Ogden Commons) for the acquisition and construction of a 92-unit multifamily housing development located in Chicago. The project has an estimated closing date of January 28, 2023.

On August 19, 2022, the Authority authorized the issuance of Multifamily Revenue Bonds Series 2022 D (Non-Amt), not to exceed $17,070,700, and Multifamily Revenue Bonds Series 2022 E (Non-Amt) not to exceed $14,500,000 (Autumn Ridge). Proceeds of the bond will be used for the rehabilitation of a 210-unit housing development located in Carol Stream. The project has an estimated closing date of January 30, 2023.

On September 14, 2022, approval was granted to IHDA by the State of Illinois to administer the Court Based Rental Assistance Program (CBRAP). Program funding totaled $30 million from the American Rescue Plan Act with $25,500,000 for the Emergency Rental Assistance Fund (ERA-2), and $4,500,000 for administrative reimbursements.

On September 16, 2022, the Authority issued Multifamily Housing Revenue Bond, 2022 Series in the aggregate principal amount of $8,525,000 (Berry Manor), the proceeds of which will be used for acquisition and rehabilitation of a 57-unit senior housing rental development located in Chicago.

On September 16, 2022, the Authority authorized the approval of the issuance of 2022 Multifamily Housing Revenue Bonds not to exceed $7,000,000 (Pearl Place Senior Residences), proceeds of which

NOTE 14 SUBSEQUENT EVENTS (CONTINUED)

will be used for the acquisition and rehabilitation of a 56-unit multifamily senior development located in Belvidere. The project has an estimated closing date of December 22, 2022.

On September 16, 2022, the Authority authorized the approval of the issuance of 2022 Multifamily Housing Revenue Bonds not to exceed $18,100,000 (Victory Centre of River Oaks and Park Forest ILF), proceeds of which will be used for the acquisition and rehabilitation of a 200-unit multifamily senior development located in Calumet City. The project has an estimated closing date of January 20, 2023.

On September 22, 2022, the Authority issued its Revenue Bonds, 2022 Series E and F, in the aggregate principal amount of $150 million. Proceeds of the Series 2022 E and F Bonds together with other funds of the Authority are expected to be used to: (a) purchase, and/or reimburse the Authority for its prior purchase of mortgage-backed securities guaranteed as to timely payment of principal and interest by the Government National Mortgage Association, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation (or participation interests in such mortgage-backed securities), and (b) pay/reimburse the Authority for certain costs incurred in connection with the issuance of the Series 2022 E and F Bonds.

On October 21, 2022, the Authority authorized the approval of the issuance of 2022 Multifamily Housing Revenue Bonds not to exceed $12,000,000 (1201 N. California Ave), proceeds of which will be used for the acquisition and new construction of a 32-unit multifamily development located in Chicago. The project has an estimated closing date of December 21, 2022.

On October 25, 2022, the Authority issued a Multifamily Housing Revenue Bonds, 2022 Series A and B in the aggregate principal amount of $29,500,000. (Drexel Court and Lake Park East), the proceeds of which will be used to for the rehabilitation of a 156-unit multifamily rental housing development located in Chicago.

On November 4, 2022, the Authority issued a Multifamily Housing Revenue Bonds, 2022 Series A in the aggregate principal amount of $31,000,000. (Victory Centre Park Forest and River Oaks SLF), the proceeds of which will be used to for the rehabilitation of a 186-unit multifamily senior housing development located in Park Forest.

On November 15, 2022, the Authority issued a Multifamily Housing Revenue Bonds, 2022 Series A and B in the aggregate principal amount of $38,300,000. (Anchor Senior), the proceeds of which will be used to for the rehabilitation of a 228-unit multifamily senior housing development located in Bensenville.

On November 18, 2022, the Authority authorized the approval of the issuance of 2022 Multifamily Housing Revenue Bonds not to exceed $44,000,000 (Commonwealth Apartments), proceeds of which will be used for the acquisition and rehabilitation of a 145-unit multifamily senior development located in Chicago. The project has an estimated closing date of December 21, 2022.

On November 18, 2022, the Authority authorized the approval of the issuance of 2022 Multifamily Housing Revenue Bonds not to exceed $63,000,000 (Greenleaf Apartments), proceeds of which will be used for the acquisition and new construction of a 321-unit multifamily senior development located in Bolingbrook. The project has an estimated closing date of December 21, 2022.

NOTE 14 SUBSEQUENT EVENTS (CONTINUED)

On November 23, 2022, the Authority issued a Multifamily Housing Revenue Bonds and Notes, 2022 Series in the aggregate principal amount of $61,102,000. (Concordia Place Apartments), the proceeds of which will be used to for the rehabilitation of a 297-unit multifamily rental housing development located in Chicago.

On December 1, 2022, the Authority issued revenue bonds 2022 Series G and H in the amount of $250,000,000, the proceeds of which will be used to redeploy capital for future originations and stabilize long term spread.

At this time, the Authority is not aware of any other facts, decisions or conditions that are expected to have a significant impact on financial position or results of operations.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

SUPPLEMENTARY INFORMATION

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Combining Balance Sheet – Nonmajor Governmental Funds (Dollars in Thousands)
As of June 30, 2022
(See Accompanying Independent Auditors' Report)

Assets	American Recovery and Reinvestment Act Fund	Neighborhood Stabilization Program Fund	Build Illinois Bond Program Fund	Foreclosure Prevention Program Fund	Community Development Block Grant Fund	Abandoned Property Program Fund	Section 811 Project Rental Assistance Demonstration Program Fund	National Housing Trust Fund	Foreclosure Prevention Graduated Program Fund	CV Urgent Remediation Emergency Fund	COVID-19 Affordable Housing Grant Program Fund	Total
Current Assets:												
Cash and Cash Equivalents - Restricted	$ 729	$ 35	$ 27,493	$ 435	$ —	$ 6,092	$ 7	$ 43	$ 112	$ 289	$ 50,112	$ 85,347
Program Loans Receivable	255	2	26	—	—	—	—	57	—	—	—	340
Interest Receivable on Program Loans	24	—	—	—	—	—	—	—	—	—	—	24
Total Current Assets	1,008	37	27,519	435	—	6,092	7	100	112	289	50,112	85,711
Noncurrent Assets:												
Program Loans Receivable, Net of Current Portion	74,572	2,700	10,687	—	6,234	—	—	10,225	—	—	—	104,418
Less Allowance for Estimated Losses	(16,277)	(73)	(3,830)	—	(875)	—	—	(1,254)	—	—	—	(22,309)
Net program Loans Receivable	58,295	2,627	6,857	—	5,359	—	—	8,971	—	—	—	82,109
Others	—	5	—	—	—	—	—	2	—	1	—	8
Total Noncurrent Assets	58,295	2,632	6,857	—	5,359	—	—	8,973	—	1	—	82,117
Total Assets	$ 59,303	$ 2,669	$ 34,376	$ 435	$ 5,359	$ 6,092	$ 7	$ 9,073	$ 112	$ 290	$ 50,112	$ 167,828
Liabilities and Fund Balances												
Current Liabilities:												
Unearned Revenue	$ 24	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ 290	$ 50,112	$ 50,426
Accrued Liabilities and Other	—	—	—	—	—	—	7	—	—	—	—	7
Due to Other Funds	—	39	—	—	—	—	—	21	—	—	—	60
Total Current Liabilities	24	39	—	—	—	—	7	21	—	290	50,112	50,493
Fund Balances:												
Restricted	59,279	2,630	34,376	435	5,359	6,092	—	9,052	112	—	—	117,335
Total Fund Balances	59,279	2,630	34,376	435	5,359	6,092	—	9,052	112	—	—	117,335
Total Liabilities and Fund Balances	$ 59,303	$ 2,669	$ 34,376	$ 435	$ 5,359	$ 6,092	$ 7	$ 9,073	$ 112	$ 290	$ 50,112	$ 167,828

Combining Statement of Revenues, Expenditures and Changes in Fund Balances – Nonmajor Governmental Funds (Dollars in Thousands)

Year Ended June 30, 2022

(See Accompanying Independent Auditors' Report)

	American Recovery and Reinvestment Act Fund	Neighborhood Stabilization Program Fund	Build Illinois Bond Program Fund	Foreclosure Prevention Program Fund	Community Development Block Grant Fund	Abandoned Property Program Fund	Section 811 Project Rental Assistance Demonstration Program Fund	National Housing Trust Fund	Foreclosure Prevention Graduated Program Fund	CV Urgent Remediation Emergency Fund	COVID-19 Affordable Housing Grant Program Fund	Total
Revenues:												
Grant from State of Illinois	$ —	$ —	$ 3,986	$ 32	$ —	$ 193	$ —	$ —	$ 26	$ —	$ —	$ 4,237
Federal Funds	—	814	—	—	—	—	1,559	10,753	—	5,896	23,877	42,899
Interest and Other Investment Income	166	37	59	—	—	—	—	—	—	2,129	39	2,430
Total Revenues	166	851	4,045	32	—	193	1,559	10,753	26	8,025	23,916	49,566
Expenditures:												
General and Administrative	$ —	$ 77	$ —	$ 32	$ —	$ 192	$ 139	$ 766	$ 26	$ 8,003	$ 450	$ 9,685
Grants	—	870	45,885	432	—	5,777	1,420	9,616	617	—	23,427	88,044
Program Income Transferred to State of Illinois	—	—	—	—	—	—	—	—	—	3	39	42
Provision for (Reversal of) Estimated Losses on Program Loans Receivable	8,789	—	161	—	785	—	—	1,067	—	—	—	10,802
Total Expenditures	8,789	947	46,046	464	785	5,969	1,559	11,449	643	8,006	23,916	108,573
Other Financing Sources (Uses):												
Transfer in	3	—	3	—	1	7,352	—	—	13	—	—	7,372
Transfer out	—	(5)	—	(7,350)	—	—	—	(21)	—	(19)	—	(7,395)
Total Other Financing Sources (Uses)	3	(5)	3	(7,350)	1	7,352	—	(21)	13	(19)	—	(23)
Net Change in Fund Balances	(8,620)	(101)	(41,998)	(7,782)	(784)	1,576	—	(717)	(604)	—	—	(59,030)
Fund Balances at Beginning of the Year	67,899	2,731	76,374	8,217	6,143	4,516	—	9,769	716	—	—	176,365
Fund Balances at End of the Year	$ 59,279	$ 2,630	$ 34,376	$ 435	$ 5,359	$ 6,092	$ —	$ 9,052	$ 112	$ —	$ —	$ 117,335

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Combining Schedule of Net Position – Mortgage Loan Program Fund (Dollars in Thousands)
As of June 30, 2022
(See Accompanying Independent Auditors' Report)

	Housing Bonds	Multifamily Initiative Bonds	Multifamily Revenue Bonds	Affordable Housing Program Trust Fund Bonds	Total
Assets:					
Current Assets:					
Cash and Cash Equivalents - Restricted	$ 241,575	$ 1,392	$ 66,539	$ 1,071	$ 310,577
Investments - Restricted	—	1,435	17,404	2,325	21,164
Investment Income Receivable - Restricted	10	—	24	13	47
Program Loans Receivable	2,658	455	2,440	246	5,799
Interest Receivable on Program Loans	340	54	1,004	18	1,416
Due from Other Funds	36,264	23,892	—	10,095	70,251
Total Current Assets	280,847	27,228	87,411	13,768	409,254
Noncurrent Assets:					
Investments - Restricted	3,664	—	13,795	18,542	36,001
Program Loans Receivable, Net of Current Portion	105,357	14,721	268,848	5,133	394,059
Less Allowance for Estimated Losses	(2,104)	(400)	(741)	(115)	(3,360)
Net Program Loans Receivable	103,253	14,321	268,107	5,018	390,699
Due from Fannie Mae	—	30,161	—	—	30,161
Due from Freddie Mac	—	4,306	—	—	4,306
Capital Assets, Net	23,586	—	—	—	23,586
Others	237	—	—	—	237
Derivative Instrument Asset	84	—	225	—	309
Total Noncurrent Assets	130,824	48,788	282,127	23,560	485,299
Total Assets	411,671	76,016	369,538	37,328	894,553
Deferred Outflows of Resources:					
Accumulated Decrease in Fair Value of Hedging Derivatives	—	—	470	—	470
Total Deferred Outflows of Resources	—	—	470	—	470
Liabilities:					
Current Liabilities:					
Bonds and Notes Payable	5,170	1,150	2,117	—	8,437
Accrued Interest Payable	176	467	3,266	—	3,909
Accrued Liabilities and Other	132	—	3,273	—	3,405
Due to Other Funds	2,453	145	42,073	155	44,826
Total Current Liabilities	7,931	1,762	50,729	155	60,577
Noncurrent Liabilities:					
Bonds and Notes Payable, Net of Current Portion	81,405	48,870	334,844	—	465,119
Derivative Instrument Liability	—	—	470	—	470
Total Noncurrent Liabilities	81,405	48,870	335,314	—	465,589
Total Liabilities	89,336	50,632	386,043	155	526,166
Deferred Inflows of Resources:					
Accumulated Increase in Fair Value of Hedging Derivatives	84	—	225	—	309
Total Deferred Inflows of Resources	84	—	225	—	309
Net Position:					
Net Investment in Capital Assets	7,501	—	—	—	7,501
Restricted for Bond Resolution Purposes	314,750	25,384	(16,260)	37,173	361,047
Total Net Position	$ 322,251	$ 25,384	$ (16,260)	$ 37,173	$ 368,548

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Combining Schedule of Revenues, Expenses and Changes in Fund Net Position - Mortgage Loan Program Fund
(Dollars in Thousands)
Year Ended June 30, 2022
(See Accompanying Independent Auditors' Report)

	Housing Bonds	Multifamily Initiative Bonds	Multifamily Revenue Bonds	Affordable Housing Program Trust Fund Bonds	Total
Operating Revenues:					
Interest and Other Investment Income	$ 877	$ 5	$ 302	$ 76	$ 1,260
Interest Earned on Program Loans	4,870	1,426	8,919	130	15,345
Other Income	12,294	—	—	—	12,294
Total Operating Revenues	18,041	1,431	9,221	206	28,899
Operating Expenses:					
Interest Expense	686	1,374	7,422	—	9,482
Other General and Administrative	8,153	—	—	—	8,153
Financing Costs	23	11	174	—	208
Provision for (Reversal of) Estimated Losses on Program Loans Receivable	(216)	(37)	55	(12)	(210)
Provision for Estimated Losses on Real Estate Held for Sale	9	—	—	—	9
Total Operating Expenses	8,655	1,348	7,651	(12)	17,642
Operating Income	9,386	83	1,570	218	11,257
Nonoperating Revenues and Expenses					
Gain/Loss on Investment Sale Revenues	—	—	10	—	10
Net Decrease in Fair Value of Investments	(589)	(1)	(1,239)	(142)	(1,971)
Total Nonoperating Income	(589)	(1)	(1,229)	(142)	(1,961)
Income Before Transfers	8,797	82	341	76	9,296
Transfers In	—	23,570	153	—	23,723
Transfers Out	—	—	(23,570)	—	(23,570)
Total Transfers	—	23,570	(23,417)	—	153
Change in Net Position	8,797	23,652	(23,076)	76	9,449
Net Position - Beginning Of Year	313,454	1,732	6,816	37,097	359,099
Net Position - End Of Year	$ 322,251	$ 25,384	$ (16,260)	$ 37,173	$ 368,548

Combining Schedule of Cash Flows – Mortgage Loan Program Fund (Dollars in Thousands)
Year Ended June 30, 2022
(See Accompanying Independent Auditors' Report)

	Housing Bonds	Multifamily Initiative Bonds	Multifamily Revenue Bonds	Affordable Housing Program Trust Fund Bonds	Total
Cash flows from operating activities:					
Receipts for program loans, interest, and service fees	$ 23,284	$ 25,247	$ 17,443	$ 1,129	$ 67,103
Payments for program loans	(4,509)	—	(77,331)	(342)	(82,182)
Receipts for credit enhancements	—	54,034	—	—	54,034
Payments to suppliers	(8,126)	(11)	(174)	—	(8,311)
Other receipts	12,294	—	—	—	12,294
Net cash provided by (used in) operating activities	22,943	79,270	(60,062)	787	42,938
Cash flows from noncapital financing activities:					
Interest paid on revenue bonds and notes	(937)	(2,250)	(6,002)	—	(9,189)
Due to / from Other Funds	(13,047)	(23,684)	36,490	6	(235)
Proceeds from sale of housing bonds and notes	—	—	134,200	—	134,200
Principal paid on bonds and notes	(19,936)	(78,069)	(13,550)	—	(111,555)
Transfers in	—	23,570	153	—	23,723
Transfers out	—	—	(23,570)	—	(23,570)
Net cash provided by (used in) noncapital financing activities	(33,920)	(80,433)	127,721	6	13,374
Cash flows from capital financing and related activities:					
Acquisition of capital assets	(193)	—	—	—	(193)
Cash flows from investing activities:					
Purchase of investment securities	(256,585)	(2,414)	(60,275)	(35,992)	(355,266)
Proceeds from sales and maturities of investment securities	316,791	4,266	44,687	34,755	400,499
Interest received on investments	901	9	160	117	1,187
Net cash provided by (used) in investing activities	61,107	1,861	(15,428)	(1,120)	46,420
Net increase (decrease) in cash and cash equivalents	49,937	698	52,231	(327)	102,539
Cash and cash equivalents at beginning of year	191,638	694	14,308	1,398	208,038
Cash and cash equivalents at end of year	$ 241,575	$ 1,392	$ 66,539	$ 1,071	$ 310,577
Reconciliation of operating income to net cash provided by (used in) operating activities:					
Income	$ 9,386	$ 83	$ 1,570	$ 218	$ 11,257
Adjustments to reconcile operating income (loss) to net cash provided by (used in) operating activities:					
Investment Income	(877)	(5)	(302)	(76)	(1,260)
Interest expense	686	1,374	7,422	—	9,482
Depreciation and amortization	1,165	—	—	—	1,165
Changes in provision for (reversal of) estimated losses on program loans receivable	(216)	(37)	55	(12)	(210)
Changes in assets and liabilities:					
Program loans receivable	12,830	23,749	(70,629)	660	(33,390)
Interest receivable on program loans	19	72	(413)	(3)	(325)
Other assets	(72)	—	—	—	(72)
Other liabilities	22	—	2,235	—	2,257
Due from Fannie Mae	—	54,033	—	—	54,033
Due from Freddie Mac	—	1	—	—	1
Total adjustments	13,557	79,187	(61,632)	569	31,681
Net cash provided by (used in) operating activities	$ 22,943	$ 79,270	$ (60,062)	$ 787	$ 42,938
Noncash investing capital and financing activities:					
Transfer of foreclosed assets	$ 9	$ —	$ —	$ —	$ 9
Increase (decrease) in the fair value of investments	$ (589)	$ (1)	$ (1,239)	$ (142)	$ (1,971)

Combining Schedule of Net Position – Single Family Program Fund (Dollars in Thousands)
As of June 30, 2022
(See Accompanying Independent Auditors' Report)

	Homeowner Mortgage Revenue Bonds	Housing Revenue Bonds	Revenue Bonds	Inter-Account Eliminations	Total
Assets					
Current Assets:					
Cash and Cash Equivalents - Restricted	$ 4,224	$ 6,026	$ 102,368	$ —	$ 112,618
Investments - Restricted	126,213	1,096	3,844	—	131,153
Investment Income Receivable - Restricted	278	139	3,200	—	3,617
Program Loans Receivable	9,934	—	35	—	9,969
Interest Receivable on Program Loans	599	—	—	—	599
Due from Other Funds	25,538	353	6,369	(26,406)	5,854
Total Current Assets	166,786	7,614	115,816	(26,406)	263,810
Noncurrent Assets:					
Investments - Restricted	74,092	46,224	1,095,471	—	1,215,787
Program Loans Receivable, Net of Current Portion	89,976	—	81	—	90,057
Less Allowance for Estimated Losses	(2,216)	—	(5)	—	(2,221)
Net Program Loans Receivable	87,760	—	76	—	87,836
Real Estate Held for Sale	319	—	—	—	319
Less Allowance for Estimated Losses	(138)	—	—	—	(138)
Net Real Estate Held for Sale	181	—	—	—	181
Derivative Instrument Assets	106	—	7,773	—	7,879
Total Noncurrent Assets	162,139	46,224	1,103,320	—	1,311,683
Total Assets	328,925	53,838	1,219,136	(26,406)	1,575,493
Liabilities					
Current Liabilities:					
Bonds and Notes Payable	8,125	1,399	25,193	—	34,717
Accrued Interest Payable	1,905	107	7,389	—	9,401
Accrued Liabilities and Other	577	9	—	—	586
Due to Other Funds	—	2,520	23,932	(26,406)	46
Total Current Liabilities	10,607	4,035	56,514	(26,406)	44,750
Noncurrent Liabilities:					
Bonds and Notes Payable, Net of Current Portion	196,726	43,208	1,175,997	—	1,415,931
Total Noncurrent Liabilities	196,726	43,208	1,175,997	—	1,415,931
Total Liabilities	207,333	47,243	1,232,511	(26,406)	1,460,681
Deferred Inflow of Resources					
Accumulated Increase in Fair Value of Hedging Derivatives	106	—	7,773	—	7,879
Total Deferred Inflows of Resources	106	—	7,773	—	7,879
Net Position					
Restricted for Bond Resolution Purposes	121,486	6,595	—	—	128,081
Unrestricted for Bond Resolution Purposes	—	—	(21,148)	—	(21,148)
Total Net Position	$ 121,486	$ 6,595	$ (21,148)	$ —	$ 106,933

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Combining Schedule of Revenues, Expenses and Changes in Fund Net Position – Single Family Program Fund
(Dollars in Thousands)
Year Ended June 30, 2022
(See Accompanying Independent Auditors' Report)

	Homeowner Mortgage Revenue Bonds	Housing Revenue Bonds	Revenue Bonds	Total
Operating Revenues:				
Investment and Other Investment Income	$ 3,746	$ 1,683	$ 24,004	$ 29,433
Interest Earned on Program Loans	4,827	—	—	4,827
Total Operating Revenues	8,573	1,683	24,004	34,260
Operating Expenses:				
Interest Expense	4,886	1,514	19,252	25,652
Other General and Administrative	303	—	—	303
Financing Costs	812	213	3,505	4,530
Provision for (Reversal of) Estimated Losses on Program Loans Receivable	(380)	—	(4)	(384)
Provision for Estimated Losses on Real Estate Held for Sale	319	—	—	319
Total Operating Expenses	5,940	1,727	22,753	30,420
Operating Income (Loss)	2,633	(44)	1,251	3,840
NonOperating Revenues and Expenses				
Gain/Loss on Investment Sale Revenues	(177)	(19)	—	(196)
Net Decrease in Fair Value of Investments	(8,365)	(5,344)	(115,604)	(129,313)
Total Nonoperating Income (Loss)	(8,542)	(5,363)	(115,604)	(129,509)
Income (Loss) Before Transfers	(5,909)	(5,407)	(114,353)	(125,669)
Transfers In	—	—	12,772	12,772
Total Transfers	—	—	12,772	12,772
Change in Net Position	(5,909)	(5,407)	(101,581)	(112,897)
Net Position - Beginning Of Year	127,395	12,002	80,433	219,830
Net Position - End Of Year	$ 121,486	$ 6,595	$ (21,148)	$ 106,933

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Combining Schedule of Cash Flows – Single Family Program Fund (Dollars in Thousands)
Year Ended June 30, 2022
(See Accompanying Independent Auditors' Report)

	Homeowner Mortgage Revenue Bonds	Housing Revenue Bonds	Revenue Bonds	Total
Cash Flows From Operating Activities:				
Receipts for Program Loans, Interest and Service Fees	$ 32,689	$ —	$ 76	$ 32,765
Payments for Loan Program Loans	(11,618)	—	—	(11,618)
Payments to Suppliers	(834)	(213)	(3,505)	(4,552)
Net Cash Provided (Used) by Operating/Nonoperating Activities	20,237	(213)	(3,429)	16,595
Cash Flows From Noncapital Financing Activities:				
Interest Paid on Revenue Bonds and Notes	(5,544)	(1,537)	(14,252)	(21,333)
Due To / From Other Funds	7,401	(160)	(69,596)	(62,355)
Proceeds From Sale of Revenue Bonds and Notes	—	—	448,479	448,479
Principal Paid on Revenue Bonds and Notes	(59,972)	(11,541)	(188,993)	(260,506)
Transfers In	—	—	12,772	12,772
Net Cash Provided (Used) by Noncapital Financing Activities	(58,115)	(13,238)	188,410	117,057
Cash Flows From Investing Activities:				
Purchase of Investment Securities	(367,080)	(6,088)	(580,405)	(953,573)
Proceeds From Sales and Maturities of Investment Securities	338,154	17,282	279,962	635,398
Interest Received on Investments	3,722	1,721	16,924	22,367
Net Cash Provided (Used) by Investing Activities	(25,204)	12,915	(283,519)	(295,808)
Net Increase (Decrease) in Cash and Cash Equivalents	(63,082)	(536)	(98,538)	(162,156)
Cash and Cash Equivalents at Beginning of the Year	67,306	6,562	200,906	274,774
Cash and Cash Equivalents at End of the Year	$ 4,224	$ 6,026	$ 102,368	$ 112,618
Reconciliation of Operating Income (Loss) to Net Cash provided (Used) by Operating Activities:				
Operating Income (Loss)	$ 2,633	$ (44)	$ 1,251	$ 3,840
Adjustments to Reconcile Operating Income (Loss) to Net Cash Provided (Used) by Operating Activities:				
Investment Income	(3,746)	(1,683)	(24,004)	(29,433)
Interest Expense	4,886	1,514	19,252	25,652
Changes in Provision for (Reversal of) Estimated Losses on Program Loans Receivable	(380)	—	(4)	(384)
Changes in Assets and Liabilities:				
Program Loans Receivable	16,570	—	76	16,646
Interest Receivable on Program Loans	(7)	—	—	(7)
Other Liabilities	281	—	—	281
Total Adjustments	17,604	(169)	(4,680)	12,755
Net Cash Provided (Used) by Operating/Nonoperating Activities	$ 20,237	$ (213)	$ (3,429)	$ 16,595
Noncash Investing Capital and Financing Activities:				
Transfer of Foreclosed Assets	$ —	$ —	$ 381	$ 381
Decrease in Fair Value of Investments	$ (8,365)	$ (5,344)	$ (115,604)	$ (129,313)

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

STATISTICAL SECTION

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Financial Trends Information
Net Position by Component
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities										
Net Investment in Capital Assets	$ 106,525	$ 175,334	$ 123,458	$ 50,658	$ 107,148	$ 69,032	$ 41,515	$ 21,753	$ —	$ —
Restricted for Bond Resolution Purposes	—	—	—	—	—	—	—	—	—	—
Restricted for Loan and Grant Programs	396,551,321	485,895,024	435,344,602	431,808,386	534,647,449	412,077,611	476,703,527	415,059,050	471,241,000	419,908,000
Unrestricted	—	—	—	—	—	—	—	—	—	—
Total Governmental activities net position	$ 396,657,846	$ 486,070,358	$ 435,468,060	$ 431,859,044	$ 534,754,597	$ 412,146,643	$ 476,745,042	$ 415,080,803	$ 471,241,000	$ 419,908,000
Business-type activities										
Net Investment in Capital Assets	$ (6,705,131)	$ (5,323,424)	$ (3,772,979)	$ (2,265,038)	$ 166,222	$ 2,522,305	$ 4,754,494	$ 6,945,706	$ 7,853,000	$ 8,616,000
Restricted for Bond Resolution Purposes	330,198,761	328,747,862	352,081,420	399,697,878	423,610,724	431,445,905	484,872,295	553,477,860	572,656,200	489,128,200
Restricted for Loan and Grant Programs	40,331,426	41,195,659	41,842,372	42,478,467	43,107,146	43,798,573	44,082,897	44,082,747	44,083,000	46,158,000
Unrestricted	117,879,666	143,702,212	156,453,396	178,722,561	204,845,037	230,173,606	244,033,016	256,208,846	278,963,900	302,591,900
Total Business-type activities net position	$ 481,704,722	$ 508,322,309	$ 546,604,209	$ 618,633,868	$ 671,729,129	$ 707,940,389	$ 777,742,702	$ 860,715,159	$ 903,556,100	$ 846,494,100
Entity-wide										
Net Investment in Capital Assets	$ (6,598,606)	$ (5,148,090)	$ (3,649,521)	$ (2,214,380)	$ 273,370	$ 2,591,337	$ 4,796,009	$ 6,967,459	$ 7,853,000	$ 8,616,000
Restricted for Bond Resolution Purposes	330,198,761	328,747,862	352,081,420	399,697,878	423,610,724	431,445,905	484,872,295	553,477,860	572,656,200	489,128,200
Restricted for Loan and Grant Programs	436,882,747	527,090,683	477,186,974	474,286,853	577,754,595	455,876,184	520,786,424	459,141,797	515,324,000	466,066,000
Unrestricted	117,879,666	143,702,212	156,453,396	178,722,561	204,845,037	230,173,606	244,033,016	256,208,846	278,963,900	302,591,900
Total entity-wide net position	$ 878,362,568	$ 994,392,667	$ 982,072,269	$ 1,050,492,912	$ 1,206,483,726	$ 1,120,087,032	$ 1,254,487,744	$ 1,275,795,962	$ 1,374,797,100	$ 1,266,402,100

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Financial Trends Information
Change in Net Position
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Expenses										
Governmental activities:										
Illinois Affordable Housing Trust Fund Program	$ 5,289,502	$ 12,568,375	$ 28,716,779	$ 10,632,652	$ 2,939,528	$ 7,301,940	$ 8,764,155	$ 8,119,987	$ 11,584,000	$ 9,682,000
HOME Program	12,790,574	13,580,940	11,367,784	4,287,866	2,182,083	18,266,884	(194,128)	8,865,268	4,735,000	6,081,000
Rental Housing Support Program	10,562,975	18,912,367	515,723	23,673,316	31,295,385	20,553,059	13,123,090	12,466,200	21,427,000	19,425,000
Hardest Hit Fund	136,412,486	158,769,187	48,616,605	35,510,094	76,189,962	116,164,137	89,840,917	52,370,908	—	—
ARRA Fund	839,334	—	—	—	—	—	—	—	—	—
Build Illinois Bond Program	16,406,436	21,206,222	102,396,242	13,358,746	—	—	—	—	8,786,000	
Neighborhood Stabilization Program	22,613,929	—	—	—	—	—	—	—	—	—
CV Urgent Remediation Emergency Fund	—	—	—	—	—	—	—	—	330,621,000	—
Emergency Rental Assistance Program	—	—	—	—	—	—	—	—	111,701,000	708,578,000
Homeowner Assistance Fund	—	—	—	—	—	—	—	—	—	7,051,000
Other Programs	9,481,266	11,906,883	10,532,713	4,592,256	6,373,551	17,958,368	14,994,649	18,284,675	33,016,000	108,573,000
Total Governmental activities	$ 214,396,502	$ 236,943,974	$ 202,145,846	$ 92,054,930	$ 118,980,509	$ 180,244,388	$ 126,528,683	$ 100,107,038	$ 521,870,000	$ 859,390,000
Business-type Activities:										
Administrative Programs	$ 11,277,002	$ 19,555,784	$ 17,776,979	$ 14,627,899	$ 15,672,823	$ 18,926,134	$ 21,352,859	$ 29,335,017	$ 90,899,000	$ 63,379,000
Multi-Family Mortgage Loan Programs	27,537,440	29,810,315	21,554,716	22,187,467	23,312,712	24,505,866	24,702,251	19,851,370	13,071,000	17,642,000
Multi-Family Federal Assistance Programs	133,016,259	119,890,678	116,262,641	109,660,510	97,889,564	80,118,448	60,702,300	59,086,028	—	—
Single-Family Mortgage Loan Programs	27,917,401	36,132,832	35,700,914	28,198,229	24,729,020	23,648,330	32,223,452	35,221,586	29,686,000	30,420,000
Tax Credit Authorization and Monitoring	1,050,276	1,391,482	1,631,256	2,511,320	2,421,895	2,273,964	2,721,506	1,158,499	—	—
FAF Lending Program	—	—	—	—	—	—	—	—	—	—
IHDA Dispositions LLC*	1,733,517	688,602	113,437	41,630	388,768	209,987	57,834	—	—	—
Total Business-type activities	$ 202,531,895	$ 207,469,693	$ 193,039,943	$ 177,227,055	$ 164,414,782	$ 149,682,729	$ 141,760,202	$ 144,652,500	$ 133,656,000	$ 111,441,000
Total entity-wide expenses	$ 416,928,397	$ 444,413,667	$ 395,185,789	$ 269,281,985	$ 283,395,291	$ 329,927,117	$ 268,288,885	$ 244,759,538	$ 655,526,000	$ 970,831,000
Program Revenues										
Governmental activities:										
Illinois Affordable Housing Trust Fund Program	$ 10,489,502	$ 17,768,375	$ 33,916,779	$ 15,832,652	$ 8,139,528	$ 7,301,940	$ 8,764,155	$ 8,119,987	$ 11,584,000	$ 9,693,000
HOME Program	18,902,640	22,334,881	24,891,370	17,983,890	22,161,492	6,045,918	20,730,321	8,494,616	16,025,000	13,776,000
Rental Housing Support Program	10,562,975	18,912,367	515,723	23,673,316	31,295,385	20,553,059	13,123,090	12,466,200	21,427,000	19,418,000
Hardest Hit Fund	127,526,833	170,573,363	46,872,267	52,282,305	143,497,834	1,117,127	128,823,137	895,285	—	—
ARRA Fund	242,531	—	—	—	—	—	—	—	—	—
Build Illinois Bond Program	24,448,744	80,541,538	57,918,940	669,030	—	—	—	—	70,012,000	—
Neighborhood Stabilization Program	22,454,794	—	—	—	—	—	—	—	—	—
CV Urgent Remediation Emg Fund	—	—	—	—	—	—	—	—	330,621,000	
Emergency Rental Assistance Program	—	—	—	—	—	—	—	—	111,701,000	708,578,000
Homeowner Assistance Fund	—	—	—	—	—	—	—	—	—	7,051,000
Other Programs	14,724,990	21,425,962	4,242,264	3,082,721	21,981,823	22,618,390	19,686,379	8,466,711	16,660,000	49,568,000
Total Governmental activities	$ 229,353,009	$ 331,556,486	$ 168,357,343	$ 113,523,914	$ 227,076,062	$ 57,636,434	$ 191,127,082	$ 38,442,799	$ 578,030,000	$ 808,084,000

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Financial Trends Information
Change in Net Position (Continued)
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Business-type activities:										
Administrative Programs	$ 7,765,863	$ 1,984,814	$ 1,958,748	$ 3,535,603	$ 5,294,335	$ 5,708,146	$ 3,194,576	$ 4,850,765	$ 67,680,000	$ 56,802,000
Multi-Family Mortgage Loan Programs	47,492,901	48,213,041	45,702,775	47,006,563	46,426,238	45,164,087	50,578,849	49,558,312	23,549,000	27,639,000
Multi-Family Federal Assistance Programs	133,016,259	119,890,678	116,262,641	109,660,510	97,889,564	80,118,448	60,702,300	59,106,028	—	—
Single-Family Mortgage Loan Programs	27,317,952	20,335,407	18,895,381	32,357,060	25,794,707	16,535,971	63,500,109	78,439,693	6,149,000	4,827,000
Tax Credit Authorization and Monitoring	4,831,797	6,233,950	5,239,797	7,069,882	5,405,549	8,476,003	6,799,304	6,381,178	—	—
FAF Lending Program	2,117,239	864,233	646,713	636,095	628,679	691,426	577,694	536,275	—	—
IHDA Dispositions LLC*	2,379,074	1,110,287	140,816	55,310	60,183	38,516	21,945	—	—	—
Total Business-type activities	$ 224,921,085	$ 198,632,410	$ 188,846,871	$ 200,321,023	$ 181,499,255	$ 156,732,597	$ 185,374,777	$ 198,872,251	$ 97,378,000	$ 89,268,000
Total entity-wide revenues	$ 454,274,094	$ 530,188,896	$ 357,204,214	$ 313,844,937	$ 408,575,317	$ 214,369,031	$ 376,501,859	$ 237,315,050	$ 675,408,000	$ 897,352,000
Net (Expenses)/Revenue										
Governmental activities	$ 14,956,507	$ 94,612,512	$ (33,788,503)	$ 21,468,984	$ 108,095,553	$ (122,607,954)	$ 64,598,399	$ (61,664,239)	$ 56,160,000	$ (51,306,000)
Business-type activities	22,389,190	(8,837,283)	(4,193,072)	23,093,968	17,084,473	7,049,868	43,614,575	54,219,751	(36,278,000)	(22,173,000)
Total entity-wide net (expense)/revenue	$ 37,345,697	$ 85,775,229	$ (37,981,575)	$ 44,562,952	$ 125,180,026	$ (115,558,086)	$ 108,212,974	$ (7,444,488)	$ 19,882,000	$ (73,479,000)
General Revenues and Other Changes in Net Position										
Governmental activities:										
Transfers	$ (5,200,000)	$ (5,200,000)	$ (5,200,000)	$ (25,078,000)	$ (5,200,000)	$ —	$ —	$ —	$ —	$ (27,000)
Total Governmental activities	$ (5,200,000)	$ (5,200,000)	$ (5,200,000)	$ (25,078,000)	$ (5,200,000)	$ —	$ —	$ —	$ —	$ (27,000)
Business-type activities										
Unrestricted Investment Income	$ 8,291,214	$ 31,771,381	$ 36,934,972	$ 24,072,985	$ 30,629,303	$ 29,161,392	$ 26,187,738	$ 28,752,706	$ 79,119,000	$ (39,072,000)
Gain on Disposition	—	1,076,274	—	—	—	—	—	—	—	—
Capital Contributions	—	—	340,000	(215,294)	181,485	—	—	—	—	75,000
Transfers	5,200,000	5,200,000	5,200,000	25,078,000	5,200,000	—	—	—	—	27,000
Total Business-type activities	$ 13,491,214	$ 38,047,655	$ 42,474,972	$ 48,935,691	$ 36,010,788	$ 29,161,392	$ 26,187,738	$ 28,752,706	$ 79,119,000	$ (38,970,000)
Total entity-wide	$ 8,291,214	$ 32,847,655	$ 37,274,972	$ 23,857,691	$ 30,810,788	$ 29,161,392	$ 26,187,738	$ 28,752,706	$ 79,119,000	$ (38,997,000)
Change in Net Position										
Governmental activities	$ 9,756,507	$ 89,412,512	$ (38,988,503)	$ (3,609,016)	$ 102,895,553	$ (122,607,954)	$ 64,598,399	$ (61,664,239)	$ 56,160,000	$ (51,333,000)
Business-type activities	35,880,404	29,210,372	38,281,900	72,029,659	53,095,261	36,211,260	69,802,313	82,972,457	42,841,000	(61,143,000)
Total entity-wide	$ 45,636,911	$ 118,622,884	$ (706,603)	$ 68,420,643	$ 155,990,814	$ (86,396,694)	$ 134,400,712	$ 21,308,218	$ 99,001,000	$ (112,476,000)

* Previously referred to as Illinois Housing Authority LLC

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Financial Trends Information
Fund Balances of Governmental Funds
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental Funds										
Nonspendable	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Restricted	396,353,658	485,680,980	435,144,826	431,601,517	534,469,129	411,889,835	476,536,646	414,886,387	471,071,000	419,736,000
Committed	—	—	—	—	—	—	—	—	—	—
Assigned	—	—	—	—	—	—	—	—	—	—
Unassigned	—	—	—	—	—	—	—	—	—	—
Total Fund Balances of Governmental Funds	$ 396,353,658	$ 485,680,980	$ 435,144,826	$ 431,601,517	$ 534,469,129	$ 411,889,835	$ 476,536,646	$ 414,886,387	$ 471,071,000	$ 419,736,000

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Financial Trends Information
Changes in Fund Balances of Governmental Funds
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Revenues										
Grant from State of Illinois	$ 49,489,708	$ 127,524,104	$ 93,596,775	$ 39,584,627	$ 58,940,833	$ 45,577,161	$ 35,129,032	$ 23,477,758	$ 110,798,000	$ 33,286,000
Federal Funds	162,033,949	177,137,490	59,426,431	67,748,985	163,308,121	6,504,355	149,122,045	9,406,149	464,823,000	769,988,000
Interest and investment income	17,852,954	26,878,511	15,348,405	6,183,209	4,855,657	5,100,422	6,896,901	4,856,321	2,411,000	4,808,000
Other	—	—	—	—	—	445,040	—	696,789	2,000	—
Total revenues	$ 229,376,611	$ 331,540,105	$ 168,371,611	$ 113,516,821	$ 227,104,611	$ 57,626,978	$ 191,147,978	$ 38,437,017	$ 578,034,000	$ 808,082,000
Expenditures										
Grants	$ 180,079,749	$ 211,094,946	$ 186,941,023	$ 81,105,677	$ 106,937,208	$ 144,148,525	$ 110,956,653	$ 72,423,328	$ 471,001,000	$ 785,557,000
General and administrative	18,327,055	24,619,322	27,730,873	7,542,114	13,796,506	16,799,873	16,445,993	17,288,339	45,796,000	59,916,000
Program income transferred to State of Illinois	1,580	8,893	13,182	13,780	49,506	222,827	450,917	540,671	11,000	281,000
Provision for estimated losses on program loans receivable	15,978,596	1,289,622	(12,591,108)	3,320,559	(1,746,221)	19,035,047	(1,352,396)	9,343,187	4,899,000	13,627,000
Financing Costs	—	—	—	—	—	—	—	491,751	141,000	9,000
Total expenditures	$ 214,386,980	$ 237,012,783	$ 202,093,970	$ 91,982,130	$ 119,036,999	$ 180,206,272	$ 126,501,167	$ 100,087,276	$ 521,848,000	$ 859,390,000
Excess/(deficiency) of revenues over expenditures	$ 14,989,631	$ 94,527,322	$ (33,722,359)	$ 21,534,691	$ 108,067,612	$ (122,579,294)	$ 64,646,811	$ (61,650,259)	$ 56,186,000	$ (51,308,000)
Other Financing Sources (Uses)										
Transfers In	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ 7,406,000
Transfers Out	(5,200,000)	(5,200,000)	(5,200,000)	(25,078,000)	(5,200,000)	—	—	—	—	(7,433,000)
Total Other Financing Sources (Uses)	$ (5,200,000)	$ (5,200,000)	$ (5,200,000)	$ (25,078,000)	$ (5,200,000)	$ —	$ —	$ —	$ —	$ (27,000)
Net Change in Fund Balances	$ 9,789,631	$ 89,327,322	$ (38,922,359)	$ (3,543,309)	$ 102,867,612	$ (122,579,294)	$ 64,646,811	$ (61,650,259)	$ 56,186,000	$ (51,335,000)
Special Item	$ (33,124)	$ 85,190	$ (66,143)	$ (65,707)	$ 27,941	$ (28,660)	$ (48,412)	$ (13,891)	$ (26,000)	$ 2,000
Net Change in Net Position of Governmental Activities	$ 9,756,507	$ 89,412,512	$ (38,988,502)	$ (3,609,016)	$ 102,895,553	$ (122,607,954)	$ 64,598,399	$ (61,664,150)	$ 56,160,000	$ (51,333,000)
Debt Service as a percentage of noncapital expenditures	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Revenue Capacity Information
Significant "Own-Source" Revenue Base – Mortgage Loans Receivable
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities:										
Illinois Affordable Housing Trust Fund Program	$ 306,660,392	$ 309,945,861	$ 313,406,304	$ 312,348,399	$ 301,905,192	$ 287,491,717	$ 292,351,926	$ 315,403,150	$ 323,466,000	$ 318,645,000
HOME Program	225,757,249	227,494,714	241,265,832	249,751,628	267,219,937	253,462,229	272,657,527	273,743,369	283,043,000	287,016,000
Hardest Hit Fund	16,593,226	9,349,559	23,746,035	10,683,336	3,775,232	1,967,692	788,007	768,571	—	—
ARRA Fund	72,051,831	—	—	—	—	—	—	—	—	—
Build Illinois Bond Program	—	—	1,203,783	3,708,553	—	—	—	—	3,989,000	—
Other Programs	5,483,989	78,297,938	77,830,792	78,608,204	83,853,080	89,667,656	96,079,161	87,641,749	85,170,000	82,449,000
Total governmental activities	$ 626,546,687	$ 625,088,072	$ 657,452,746	$ 655,100,120	$ 656,753,441	$ 632,589,294	$ 661,876,621	$ 677,556,839	$ 695,668,000	$ 688,110,000
Business-type activities:										
Administrative Fund	31,192,896	93,605,611	76,142,457	73,685,337	89,031,763	72,954,983	64,906,919	49,290,810	50,380,000	46,637,000
Mortgage Loan Program Fund	533,709,063	477,023,657	431,981,128	426,390,151	347,136,659	330,938,292	287,270,228	264,618,180	362,898,000	396,498,000
Single Family Program Fund	406,343,308	331,735,097	280,678,961	251,300,032	213,949,890	183,492,165	159,653,305	135,963,731	114,210,000	97,805,000
IHDA Dispositions LLC*	—	—	—	—	—	—	—	—	—	—
	$ 971,245,267	$ 902,364,365	$ 788,802,546	$ 751,375,520	$ 650,118,312	$ 587,385,440	$ 511,830,452	$ 449,872,721	$ 527,488,000	$ 540,940,000
Total entity-wide	$1,597,791,954	$1,527,452,437	$1,446,255,292	$1,406,475,640	$1,306,871,753	$1,219,974,734	$1,173,707,073	$1,127,429,560	$1,223,156,000	$1,229,050,000
Total interest income on loans	$ 55,249,584	$ 47,029,997	$ 42,230,120	$ 36,942,609	$ 32,142,357	$ 30,137,414	$ 25,924,997	$ 21,580,727	$ 19,768,000	$ 20,776,000
Average rate of return for year	3.46 %	3.08 %	2.92 %	2.63 %	2.46 %	2.47 %	2.21 %	1.91 %	1.62 %	1.69 %

* Previously referred to as Illinois Housing Authority LLC

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Revenue Capacity Information
Significant "Own-Source" Revenue Rates – Interest Income on Mortgage Receivables
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities:										
Illinois Affordable Housing Trust Fund Program	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
HOME Program	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Rental Housing Support Program	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Hardest Hit Fund	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
ARRA Fund	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Build Illinois Bond Program	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Homeowner Assistance Fund	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Emergency Rental Assistance Program	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Other Programs	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Business-type activities:										
Administrative Fund	11.85 %	2.11 %	2.97 %	3.02 %	1.44 %	2.74 %	2.09 %	1.52 %	1.10 %	1.30 %
Mortgage Loan Program Fund	4.58 %	5.22 %	4.96 %	4.83 %	5.35 %	5.30 %	5.43 %	5.04 %	3.60 %	3.87 %
Single Family Program Fund	6.67 %	6.08 %	6.61 %	5.62 %	5.74 %	5.78 %	5.62 %	5.52 %	5.38 %	4.94 %
IHDA Dispositions LLC*	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %	0.00 %
Average rate of return for year	3.46 %	3.08 %	2.92 %	2.63 %	2.46 %	2.47 %	2.21 %	1.91 %	1.62 %	1.69 %

* Previously referred to as Illinois Housing Authority LLC

Debt Limitation Information / Ratios of Outstanding Debt by Type
Last Ten Fiscal Years

	Securitized Mortgage Loans and Mortgage Loans Receivable, Net, at Fiscal Year Ended June 30									
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Governmental activities:										
Bonds and Notes Payable	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Total Governmental activities	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —	$ —
Business-type activities:										
Bonds and Notes Payable	$ 1,446,843,575	$ 1,282,075,926	$ 1,083,981,566	$ 1,080,340,780	$ 1,147,673,217	$ 1,164,424,724	$ 1,386,721,017	$ 1,529,870,979	$ 1,731,239,000	$ 1,947,760,000
Total Business-type activities	$ 1,446,843,575	$ 1,282,075,926	$ 1,083,981,566	$ 1,080,340,780	$ 1,147,673,217	$ 1,164,424,724	$ 1,386,721,017	$ 1,529,870,979	$ 1,731,239,000	$ 1,947,760,000
Total entity-wide	$ 1,446,843,575	$ 1,282,075,926	$ 1,083,981,566	$ 1,080,340,780	$ 1,147,673,217	$ 1,164,424,724	$ 1,386,721,017	$ 1,529,870,979	$ 1,731,239,000	$ 1,947,760,000
Entity-wide										
Investments	$ 194,837,252	$ 92,545,748	$ 104,293,828	$ 236,566,316	$ 264,042,157	$ 313,030,834	$ 283,831,811	$ 229,724,194	$ 136,068,000	$ 310,187,000
Restricted Investments	555,116,035	419,596,462	306,216,011	513,741,455	745,588,980	709,126,352	1,092,121,142	1,262,584,807	1,292,847,000	1,506,282,000
Net Mortage Loans Receivable	1,530,675,799	1,462,671,953	1,372,832,695	1,308,120,241	1,248,091,598	1,134,927,383	1,113,295,366	1,127,429,560	1,223,156,000	1,229,050,000
Total investments, restricted investments and net mortgage loans receivable	$ 2,280,629,086	$ 1,974,814,163	$ 1,783,342,534	$ 2,058,428,012	$ 2,257,722,735	$ 2,157,084,569	$ 2,489,248,319	$ 2,619,738,561	$ 2,652,071,000	$ 3,045,519,000
Debt as a percentage of investments, restricted investments and net mortgage loans receivable	63.44 %	64.92 %	60.78 %	52.48 %	50.83 %	53.98 %	55.71 %	58.40 %	65.28 %	63.95 %

Note: Details regarding the Authority's outstanding debt can be found in Note 8 to the current financial statements.

Authority Debt Limitation

Pursuant to the IHDA Act(20 ILCS 3805/22), the Authority has the power to have up to $7.2 billion of general and special limited obligation bonds and notes outstanding, excluding those issued to refund outstanding bonds and notes.
At June 30, 2022 amounts outstanding against this limitation were approximately $3.3 billion.

State of Illinois Demographic and Economic Statistics
Last Ten Calendar Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021*	2022*
State of Illinois										
Population	12,895,778	12,885,092	12,859,585	12,821,709	12,779,893	12,724,685	12,671,821	12,812,508	n/a	n/a
Personal income (millions of dollars)	609,779	638,640	666,944	673,691	693,331	728,366	748,812	792,136	850,197	n/a
Per capita personal income (dollars)	47,047	49,238	51,443	52,036	53,645	56,512	58,273	61,957	67,095	n/a
Unemployment rate	8.6 %	6.2 %	6.1 %	5.4 %	4.7 %	4.5 %	3.6 %	7.5 %	5.1 %	n/a
Poverty rate	14.7 %	14.4 %	13.6 %	13.0 %	12.6 %	12.1 %	11.5 %	12.0 %	n/a	n/a
Median home value (dollars)	182,300	175,700	173,800	174,800	179,700	187,200	194,500	202,100	n/a	n/a

* Data not yet available

Sources: U.S. Census Bureau, U.S. Department of Commerce - Bureau of Economic Analysis

State of Illinois Employment by Industry Sectors - Most Recent Year and Nine Years Ago

	Calendar Year 2021			Calendar Year 2012		
Sector	Employees	Rank	% of Total Employment	Employees	Rank	% of Total Employment
Trade, Transportation & Utilities	1,183,133	1	20.36 %	1,153,800	1	20.06 %
Professional & Business Services	924,133	2	15.90 %	857,475	3	14.91 %
Education & Health Services	905,242	3	15.58 %	863,083	2	15.01 %
Government	780,042	4	13.42 %	832,042	4	14.47 %
Manufacturing	553,825	5	9.53 %	583,317	5	10.14 %
Leisure & Hospitality	502,750	6	8.65 %	536,558	6	9.33 %
Financial Activities	406,842	7	7.00 %	375,558	7	6.53 %
Other Services	238,492	8	4.10 %	249,750	8	4.34 %
Construction	222,508	9	3.83 %	189,067	9	3.29 %
Information	88,417	10	1.52 %	100,142	10	1.74 %
Mining & Logging	6,575	11	0.11 %	10,183	11	0.18 %
Totals	5,811,959			5,750,975		

Note: Figures represent State of Illinois annual averages of monthly employment for all industries outside of Farming/Agriculture.

Source: U.S. Bureau of Labor Statistics

Illinois Housing Development Authority
A Component Unit of the State of Illinois
Operating Information
IHDA Full-time Equivalent Employees by Function
Last Ten Fiscal Years

	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022
Function										
Executive	5	6	3	5	8	7	5	8	9	10
Accounting	12	12	12	12	13	15	11	16	19	19
Legal	15	17	18	18	20	19	18	22	24	26
Human Resources	6	5	6	6	7	7	7	6	6	8
Asset Management *	45	52	48	53	53	65	67	66	71	70
Homeownership (Single Family) *	20	20	21	15	15	23	26	31	30	30
Finance	6	9	11	11	12	15	15	17	19	23
Operational Excellence	5	5	6	6	8	7	7	7	6	6
Information Technology	15	19	17	19	21	24	24	30	39	37
Communications (Public Affairs)	6	5	4	6	5	5	5	5	6	7
Internal Audit	4	5	6	5	5	3	5	4	5	4
Strategic Planning & Reporting	4	5	6	18	19	19	19	18	20	22
Community Affairs	7	10	8	11	10	11	11	12	13	14
Hardest Hit Fund Department ***	35	28	21	32	35	44	23	19	0	0
Multifamily	30	29	30	28	31	31	28	34	36	37
Loan Portfolio Management *	19	19	29	31	27	0	0	0	0	0
Housing Coordination	7	8	6	0	0	0	0	0	0	0
Strategic Response **	0	0	0	0	0	0	0	0	26	28
Total entity full-time equivalent	241	254	252	276	289	295	271	295	329	341

* Loan Portfolio Management department was shuttered following FY2017 and functionality was moved into the Asset Management and Homeownership departments in FY2018.
** Strategic Response department was created in FY2021.
*** Hardest Hit Fund program and department closed in FY2021. Some personnel moved to the new Strategic Response department.

Source: Illinois Housing Development Authority

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APPENDIX D

SUMMARY OF CERTAIN PROVISIONS OF THE GENERAL INDENTURE

THE FOLLOWING IS A SUMMARY OF CERTAIN OF THE PROVISIONS OF THE GENERAL INDENTURE. THIS SUMMARY DOES NOT PURPORT TO BE COMPREHENSIVE OR DEFINITIVE AND IS SUBJECT TO THE PROVISIONS OF THE GENERAL INDENTURE (REFERRED TO BELOW IN THIS APPENDIX AS THE "INDENTURE").

Certain Definitions (Section 101 of the Indenture)

The following are definitions in summary form of certain terms contained in the Indenture.

"Accountant" means a major or national firm of independent certified public accountants of recognized national standing for auditing financial statements of major issuers of state and local government bonds throughout the United States.

"Act" means the Illinois Housing Development Act, as amended from time to time.

"Amortized Value" means the purchase price of securities, excluding accrued interest, plus an amortization of any discount or less an amortization of any premium on the purchase price. The premium or discount shall be amortized on a straight line basis by multiplying the amount of that premium or discount by a fraction, the numerator of which is the number of days having then passed from the date of purchase and the denominator is the number of days from the date of purchase to the maturity date.

"Appreciated Amount" shall mean with respect to a Deferred Interest Bond, as of any date of computation, an amount equal to its initial principal amount plus the interest accrued on it from the date of its original issuance to the earlier of the date of computation or the date, if any, set forth in the related Series Indenture on which interest to be paid on a current interest payment date shall begin to accrue. The accrued interest shall be calculated at the rate per year set forth in the related Series Indenture, and shall be compounded on such dates set forth in that Series Indenture, with accrual between compounding dates in equal daily amounts.

For the purposes of actions, requests, notifications, consents or directions of Bondowners under the Indenture, the calculation of the Appreciated Amount shall be as of the interest payment date or compounding date preceding such date of calculation (unless such date of calculation shall be an interest payment date or compounding date, in which case it shall be as of the date of calculation).

"Authority" means the Illinois Housing Development Authority.

"Authority Program Account(s)" mean(s) any one or more accounts by that name in the Program Fund as established from time to time by a Series Indenture or Supplemental Indenture.

"Authority Program Determinations" mean any determination(s) by the Authority relating to Mortgage Loans to be financed (or underlying Mortgage-Backed Securities to be financed), or relating to Mortgage-Backed Securities to be financed, with amounts in a related Authority Program Account, all consistent with the Indenture. Authority Program Determinations may include, without limitation, such matters as are set forth in the definition of Series Program Determination.

"Authority Request" means a written request or direction of the Authority signed by an Authorized Representative.

"Authorized Representative" means the Chairman, the Vice Chairman, the Executive Director, the Acting Executive Director, the Deputy Executive Director, the Assistant Executive Director, the Treasurer, the Secretary, each Assistant Treasurer, each Assistant Secretary and the Chief Financial Officer of the Authority and any other authorized representative as from time to time may be designated by resolution or by-law to act on behalf of the Authority under the Indenture.

"Bond" or "Bonds" means any Bond or Bonds issued pursuant to the Indenture.

"Bond Counsel Opinion" means an opinion of a lawyer or firm of lawyers nationally recognized as bond counsel, selected by the Authority.

"Bondowner" or "Owner of Bonds" or "Owner" means the registered owner of any registered Bond.

"Cash Equivalent" means a letter of credit, insurance policy, surety, guarantee or other security arrangement upon which the Authority or Trustee may make a draw to provide funds as needed for the Reserve Fund or to provide Supplemental Mortgage Coverage.

"Cash Flow Certificate" means a certificate of an Authorized Representative filed with the Trustee and meeting the requirements described in the second-to-last paragraph under "Cash Flow Certificates and Cash Flow Statements" below.

"Cash Flow Statement" means a certificate of an Authorized Representative filed with the Trustee and meeting the requirements described in the last paragraph under "Cash Flow Certificates and Cash Flow Statements" below, including the cash flow projections included therein.

"Certificate" means a signed document either attesting to or acknowledging the circumstances, representations or other matters stated in it or setting forth matters to be determined pursuant to the Indenture or a Series Indenture.

"Code" means applicable provisions of the Internal Revenue Code of 1986, as amended, and the applicable regulations under it, or predecessor or successor provisions, as applicable.

"Contributed Assets" means any monies or assets contributed by the Authority to be held under the Indenture as additional Pledged Property, as and to the extent set forth in any Series Indenture or Supplemental Indenture.

"Costs of Issuance" means items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale and issuance of the Bonds, as certified by an Authorized Representative.

"Counsel's Opinion" means an opinion of a lawyer or firm of lawyers selected by the Authority, including a lawyer in the regular employment of the Authority.

"Debt Service Account" means the Account of that name in the Revenue Fund established pursuant to the Indenture.

"Deferred Interest Bond" means any Bond designated as such by the related Series Indenture.

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

"Event of Default" means any of the events of default described in Section 702 of the Indenture. "Expenses" means any money required or determined to be used by the Authority (i) to pay the fees or expenses of the Trustee and any expenses which the Authority lawfully may pay relating to the Program including, without limitation, expenses of maintaining, administering, collecting, enforcing and insuring Mortgage Loans, Mortgage-Backed Securities or the Bonds, Supplemental Mortgage Coverage, Guaranty Fees, or expenses related to the purchase or redemption of Bonds, except as limited with respect to any Series of Bonds by the applicable Series Indenture, or (ii) to make any payment which the Authority lawfully may make and is reflected in the most recently filed Cash Flow Statement.

"Fannie Mae" means Fannie Mae, a federally chartered corporation, or any successor to it.

"Fannie Mae Security" means a single pool, guaranteed mortgage pass-through Fannie Mae mortgage-backed security, bearing interest at the applicable Pass-Through Rate, issued by Fannie Mae in book-entry form, recorded in the name of the Trustee or its nominee, guaranteed as to timely payment of principal and interest by Fannie Mae, and backed by Mortgage Loans in the related pool.

"FHA" means the Federal Housing Administration of the United States Department of Housing and Urban Development, or any other agency or instrumentality created or chartered by the United States to which the powers of the Federal Housing Administration have been transferred.

"FHLMC" means the Federal Home Loan Mortgage Corporation, a corporate instrumentality of the United States of America created pursuant to Title III of the Emergency Home Finance Act of 1970, as amended, or any successor to it.

"FHLMC Security" means a single pool, guaranteed mortgage pass-through certificate, bearing interest at the applicable Pass-Through Rate, issued by FHLMC in book-entry form, recorded in the name of the Trustee or its nominee, guaranteed as to timely payment of principal and interest by FHLMC, and backed by Mortgage Loans in the related pool.

"Fiscal Year" means the year beginning on the first day of July and ending on the last day of June in the next succeeding year.

"Fund" or "Account" means a Fund or Account created by or pursuant to the Indenture or a Series Indenture.

"GNMA" means the Government National Mortgage Association, a wholly-owned corporate instrumentality of the United States of America within the Department of Housing and Urban Development, and its successors or assigns. Its powers are prescribed generally by Title III of the National Housing Act of 1934, as amended (12 U.S.C. §1716 et seq.).

"GNMA Guaranty Agreement" means one or more Guaranty Agreements between a servicer and GNMA with respect to GNMA Securities under the GNMA I Program or GNMA II Program, and the applicable GNMA Guide now as hereafter in effect pursuant to which GNMA has agreed or will agree to guarantee GNMA Securities.

"GNMA Guide" means the GNMA I or GNMA II Mortgage-Backed Securities Guide in effect on the date of issuance of the GNMA Guaranty Agreement.

"GNMA Security" means a mortgage pass-through certificate (in book-entry form) purchased by the Trustee, issued by the applicable servicer, recorded in the name of the Trustee or its nominee, and guaranteed by GNMA pursuant to GNMA's GNMA I or GNMA II mortgage-backed securities program under Section 306(g) and other related provisions of the National Housing Act of 1934, as amended. Each GNMA Security shall be based on and backed by Mortgage Loans referred to in the applicable GNMA Guaranty Agreement and shall unconditionally obligate the servicer to remit monthly to the Trustee or its designee, or a paying agent acting on behalf of the Trustee, its pro rata share of (x) principal payments and prepayments made with respect to the pool of Mortgage Loans represented by the GNMA Security and (y) interest received in an amount equal to the principal balance of the GNMA Security multiplied by the applicable Pass-Through Rate. GNMA shall guarantee to the holder of each GNMA Security such holder's pro rata share of (i) the timely payment of interest at the applicable Pass-Through Rate on the unpaid principal balance of the Mortgage Loans represented by the GNMA Security and (ii) the timely payment of principal in accordance with the terms of the principal amortization schedule applicable to the Mortgage Loans represented by such GNMA Security.

"Government Obligations" means (i) direct obligations of or obligations fully guaranteed as to timely payment by the United States of America which may include, but are not limited to: United States Treasury obligations; Separate Trading or Registered Interest and Principal of Securities (STRIPS) and Coupons Under Book-Entry Safekeeping (CUBES), provided that the underlying United States Treasury obligation is not callable prior to maturity; certificates of beneficial ownership of the Farmers Home Administration; participation certificates of the General Services Administration; guaranteed Title IX financings of the U.S. Maritime Administration; guaranteed participation certificates and guaranteed pool certificates of the Small Business Administration; guaranteed mortgage-backed securities and guaranteed participation certificate of the Government National Mortgage Association; local authority bonds guaranteed by the U.S. Department of Housing and Urban Development; guaranteed transit bonds of the Washington Metropolitan Area Transit Authority and (ii) interest obligations of the Resolution Funding Corporation (REFCORP), including, but not limited to, interest obligations of REFCORP stripped by the Federal Reserve Bank of New York.

"Guaranty Fee" means a fee paid to Fannie Mae, FHLMC or GNMA, as applicable, in consideration of the respective guaranties provided by them relating to Fannie Mae Securities, FHLMC Securities and GNMA Securities, respectively.

"Hedge Agreement" means an agreement with respect to any Bonds, such as an interest rate swap, collar, floor, cap or other functionally similar agreement, creating Hedge Payments, between the Authority and a counterparty, but only if the Hedge Payments to the Authority are to be included in Revenues or the Hedge Payments by the Authority are to be payable from Revenues, as provided in the related Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below.

"Hedge Payment" means a payment obligation created by a Hedge Agreement, which payment is equal to interest on an amount, based upon a fixed rate or a variable rate index or formula, or to interest on an amount above or below an interest rate cap or floor. Hedge Payments to a counterparty include only payments under a Hedge Agreement determined by reference to such interest on an amount and shall not include any other payments to the counterparty under such agreement (for example, any termination fee payment to the counterparty). Hedge Payments from a counterparty include all payments from the counterparty under the Hedge Agreement except to the extent provided in the related Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below.

“Indenture” means the General Indenture, as amended or supplemented by Supplemental Indentures and any Series Indenture (to the extent that such Series Indenture purports to amend the Indenture).

“Insurance Proceeds” means payments received with respect to the Mortgage Loans under any insurance policy, guarantee or fidelity bond, including amounts available under any Supplemental Mortgage Coverage, less any expenses incurred in realizing such payments and less any reimbursement of advances due the insurer or provider of such guarantee or bond. Insurance Proceeds do not include amounts received from casualty insurance with respect to property securing Mortgage Loans to the extent applied to the repair, reconstruction or replacement of the insured property.

“Investment Obligations” means, to the extent authorized by law at the time of such investment,

(i) (A) Government Obligations, or (B) obligations with the highest long-term rating by each Rating Agency, of any state of the United States of America or any political subdivision of such a state, payment of which is secured by an irrevocable pledge of such Government Obligations;

(ii) (A) notes, bonds, debentures or other obligations issued by Student Loan Marketing Association (excluding securities which do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date), Federal Home Loan Banks, the Tennessee Valley Authority, Farm Credit System, Federal Home Loan Mortgage Corporation (which guarantees full and timely payment of principal and interest), the Resolution Trust Corporation and the Small Business Administration; or (B) bonds, debentures or other obligations issued by Federal National Mortgage Association; in each case (1) excluding stripped mortgage securities which are purchased at prices exceeding their principal amounts, and (2) with a rating by each Rating Agency at least equal to that Rating Agency’s existing Rating on the Bonds;

(iii) any other obligations of any agency controlled or supervised by and acting as an instrumentality of the United States pursuant to authority granted by the Congress of the United States, as set forth in a Series Indenture, with a rating by each Rating Agency at least equal to that Rating Agency’s existing rating on the Bonds;

(iv) time deposits, certificates of deposit or any other deposit with a bank, trust company, national banking association, savings bank, federal mutual savings bank, savings and loan association, federal savings and loan association or any other institution chartered or licensed by any state or the United States, including the Trustee and its affiliates (as used in this (iv), “deposits” shall mean obligations evidencing deposit liability which rank at least on a parity with the claims of general creditors in liquidation), which are fully insured by the Federal Deposit Insurance Corporation;

(v) certificates of deposit or time deposits of any bank, trust company or national banking association, including the Trustee, or any savings and loan association, if all of the direct, unsecured debt obligations of such bank, trust company, national banking association or savings and loan association at the time of purchase of such certificates of deposit or time deposits which are rated by each Rating Agency at least equal to that Rating Agency’s existing Rating on the Bonds or are rated in the highest rating category assigned by each such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise) of short-term obligations if the investment is for a period not exceeding one year;

(vi) repurchase agreements backed by or related to obligations described in (i), (ii) or (iii) above (A) with any institution whose unsecured debt securities are rated by each Rating Agency at least equal to that Rating Agency’s existing Rating on the Bonds (or the highest rating of short-term obligations if the investment is for a period not exceeding one year) or (B) with an institution that does not qualify under (A) and as to whom a Rating Certificate is filed with the Trustee;

(vii) investment agreements, structured and secured in such a manner as set forth in a Series Indenture, secured or unsecured, as required by the Authority, (A) with any institution whose debt securities are rated by each Rating Agency at least equal to that Rating Agency's existing Rating on the Bonds (or the highest rating of short-term obligations if the investment is for a period not exceeding one year), or (B) with an institution that does not qualify under (A) and as to whom a Rating Certificate is filed with the Trustee;

(viii) direct and general obligations of or obligations guaranteed by any state, municipality or political subdivision or agency of a state or municipality, and certificates of participation in obligations of the State which obligation may be subject to annual appropriations which obligations are rated by each Rating Agency at least equal to that Rating Agency's existing Rating on the Bonds;

(ix) bonds, debentures, or other obligations (excluding securities that do not have a fixed par value and/or whose terms do not promise a fixed dollar amount at maturity or call date) issued by any bank, trust company, national banking association, insurance company, corporation, government or governmental entity (foreign or domestic), provided that such bonds, debentures or other obligations are (A) payable in any coin or currency of the United States of America which at the time of payment will be legal tender for the payment of public and private debts and (B) rated by each Rating Agency at least equal to that Rating Agency's existing Rating on the Bonds;

(x) commercial paper (having original maturities of not more than 365 days) with the highest short-term rating by each Rating Agency;

(xi) money market and similar funds which invest their assets exclusively in obligations described in clauses (i) through (x) above and which have been rated by each Rating Agency in the highest rating category assigned by each such Rating Agency (without regard to any refinement or gradation of rating category by numerical modifier or otherwise), provided that with respect to Standard & Poor's Ratings Group such funds have ratings with the subscripts "m" or "m-G", including those for which the Trustee or an affiliate performs services for a fee, whether as custodian, transfer agent, investment advisor or otherwise; and

(xii) any investments authorized in a Series Indenture authorizing Bonds.

The definition of Investment Obligations may be amended and additional obligations included by a Certificate of an Authorized Representative filed with the Trustee accompanied by a Rating Certificate. Any reference in this definition to the highest rating of short-term obligations shall be without regard to any refinement or gradation such as a"+" or a"-". For purposes of this definition, "institution" means an individual, partnership, corporation, trust or unincorporated organization, or a government or agency, instrumentality, program, account, fund, political subdivision or corporation of a government. The Trustee is not responsible for monitoring the ratings of Investment Obligations after an investment is made in those Investment Obligations.

"Liquidation Proceeds" means the net amounts (other than Insurance Proceeds and amounts referred to in the last sentence of the definition of Insurance Proceeds) received in connection with the liquidation of a defaulted Mortgage Loan, whether through foreclosure, trustee's sale, repurchase by a mortgage lender, or otherwise, less any costs and expenses incurred in realizing those amounts.

"Master Servicer" means the person with which the Authority has entered into a Master Servicing Agreement.

"Master Servicing Agreement" means an agreement between the Authority and a Master Servicer relating to the financing by the Authority of Mortgage-Backed Securities.

"Mortgage Loan" means (i) any loan evidenced by a note and secured by a mortgage or equivalent security on an owner-occupied residence in Illinois, or a participation interest in such a loan pursuant to a Participation Agreement, that in each case is financed with amounts deposited in the Funds and Accounts (other than other Funds and Accounts so specified in a Series Indenture, and other than the Special Program Fund except to the extent specified in a Series Indenture), or (ii) any loan underlying a Mortgage-Backed Security financed with amounts deposited in the Funds and Accounts (other than other Funds and Accounts so specified in a 1 Series Indenture, and other than the Special Program Fund except to the extent specified in a Series Indenture), which loan is evidenced by a note and secured by a mortgage or equivalent security on an owner-occupied residence in Illinois. With respect to loans related to cooperative dwelling units, the loan may be evidenced by a promissory note and secured by a lien upon the related shares of stock in the cooperative housing corporation and proprietary lease related to the financed premises.

"Mortgage-Backed Security" means a Fannie Mae Security, an FHLMC Security or a GNMA Security, or a participation interest in any of them pursuant to a Participation Agreement, that in each case is financed with amounts deposited in the Funds and Accounts (other than other Funds and Accounts so specified in a Series Indenture, and other than the Special Program Fund except to the extent specified in a Series Indenture).

"Outstanding" means, with respect to any Bonds as of any date, all Bonds authenticated and delivered by the Trustee under the Indenture to that date, except:

(a) any Bond deemed paid in accordance with the Indenture;

(b) any Bond cancelled by, or delivered for cancellation to, the Trustee because of payment at maturity or redemption or purchase for cancellation prior to maturity; and

(c) any Bond in lieu of or in substitution for which another Bond has been authenticated and delivered pursuant to Section 210 of the Indenture, unless proof satisfactory to the Trustee is presented that any Bond for which such Bond has been authenticated and delivered is held by a bona fide purchaser, as that term is defined in Article Eight of the Uniform Commercial Code of the State, as amended, in which case both the Bond so substituted and replaced and the Bond or Bonds authenticated and delivered in lieu of, or in substitution for, it shall be deemed outstanding.

"Participation Agreement" means any agreement among the Authority, the Trustee and the trustee or trustees for one or more bond resolutions or indentures of the Authority other than the Indenture pursuant to which rights to payments on mortgage loans or mortgage-backed securities are allocated between or among the Indenture and such other resolution, resolutions, indenture or indentures.

"Pass-Through Rate" means the rate of interest on a Mortgage-Backed Security, which shall be the rate or rates of interest per year set forth in or determined in accordance with the applicable Series Indenture.

"Pledged Property" means Revenues and all other money in all Funds and Accounts established under the Indenture and Series Indentures (other than the Rebate Fund), including the investments, if any, of such amounts, and the earnings, if any, on such investments until applied in accordance with the terms of the Indenture; all right, title and interest of the Authority in and to the Mortgage Loans and the documents evidencing and securing the Mortgage Loans; all right, title and interest of the Authority in and to the Mortgage-Backed Securities and the documents evidencing and securing the Mortgage-Backed Securities including any guaranty of such Mortgage-Backed Securities; all right, title and interest of the Authority in and to Insurance Proceeds and Liquidation Proceeds, but excluding Mortgage Loan accrued interest not purchased by the Authority. Pledged Property also includes all Contributed Assets, except as provided in Section 413 of the Indenture (see "Special Program Fund" below). Pledged Property does not include amounts required under federal income tax law to be paid as rebate to the United States. The pledge of Funds and Accounts established in a Series Indenture may be limited in purpose and time, as set forth in the Series Indenture.

"Principal" means (a) with respect to the principal amount of a Deferred Interest Bond, the Appreciated Amount and (b) with respect to any other Bond, the stated principal amount.

"Program" means the residential mortgage finance program of the Authority financed by the Bonds.

"Program Fund" means the Fund of that name and Accounts in it established pursuant to the Indenture and Series Indentures.

"Rating" means at any date the then existing rating of Bonds by a Rating Agency and, with respect to any Series of Bonds which has a rating based on bond insurance or other credit support for that Series of Bonds, the then existing underlying rating of such Bonds, without regard to such bond insurance or other credit support, by such Rating Agency.

"Rating Agency" means any nationally recognized rating agency maintaining a rating of any Bonds, pursuant to a request for a rating by the Authority.

"Rating Certificate" means, in connection with certain actions to be taken by the Authority, a Certificate of an Authorized Representative filed with the Trustee stating that the Authority has been advised by each Rating Agency (rating criteria published by a Rating Agency also constituting advice of that Rating Agency) that the Rating of that Rating Agency will not be reduced, suspended or withdrawn as a result of the Authority taking that action.

"Rebate Fund" means the Fund of that name established pursuant to the Indenture.

"Recovery(ies) of Principal" means any payment by a mortgagor or any other recovery of principal of a Mortgage Loan not applied to a scheduled installment of principal and interest on the Mortgage Loan (including any deficiency in the payment of any scheduled installments of principal and interest then due and payable or interest paid in connection with a voluntary prepayment of a Mortgage Loan). Recoveries of Principal include, without limitation, the portion of any Insurance Proceeds, Liquidation Proceeds, amounts from the sale or other disposition of a Mortgage Loan (including a purchase by the Authority with funds other than Pledged Property), or net recovery from Supplemental Mortgage Coverage to the extent not included in Insurance Proceeds, in each case representing such principal amounts. Recoveries of Principal also include any principal payments received on any Mortgage-Backed Security in excess of regularly scheduled payments of principal on the Mortgage Loans underlying such Mortgage-Backed Security and include, without limitation, to the extent they exceed such regularly scheduled payments, amounts representing principal prepayments received on the Mortgage Loans underlying such Mortgage-Backed Security, amounts representing the principal portion of the repurchase price of such Mortgage Loans from the Mortgage-Backed Security, and the principal portion of proceeds of the sale or other disposition of a Mortgage-Backed Security (including a purchase by the Authority with funds other than Pledged Property).

"Redemption Account" means the Account of that name in the Revenue Fund established pursuant to the Indenture.

"Redemption Price" means, with respect to a Bond or portion of a Bond, the portion of the principal amount of such Bond or portion plus the applicable premium, if any, payable upon redemption of a Bond in the manner contemplated by the Indenture and the related Series Indenture.

"Reserve Fund" means the Fund of that name established pursuant to the Indenture.

"Reserve Requirement" means, as of any particular date of calculation, an amount equal to the sum of all amounts established as Series Reserve Requirements in the Series Indentures for all Series of Bonds Outstanding authorizing the issuance of such Outstanding Bonds. The Trustee may rely upon a Certificate from an Authorized Representative of the Authority which states the Reserve Requirement as of the date of the Certificate. The Reserve Requirement upon issuance of the Series 2023A/B/C Bonds will be zero dollars ($0) (the Series Reserve Requirement with respect to the Series 2023A/B/C Bonds).

"Responsible Officer" means, when used with respect to the Trustee, any vice president, assistant vice president, senior associate or associate of the Trustee (or other officer customarily performing functions similar to those performed by the persons who at the time shall be such officers, respectively) within the corporate trust office specified in Section 1202.

"Revenue Fund" means the Fund of that name established pursuant to Section 401 of the Indenture.

"Revenues" means all money received by or on behalf of the Authority or Trustee representing (i) principal and interest payments on the Mortgage Loans and Mortgage-Backed Securities (including any payments received from GNMA pursuant to the GNMA Guaranty Agreement and from Fannie Mae or FHLMC pursuant to their respective guarantees of payment of Fannie Mae Securities and FHLMC Securities) including, without limitation, all Recoveries of Principal and all prepayment premiums or penalties received by or on behalf of the Authority in respect to the Mortgage Loans and Mortgage-Backed Securities, (ii) all Insurance Proceeds, (iii) all Hedge Payments by a counterparty with respect to a Series of Bonds except to the extent that the related Series Indenture or a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below provides for those Hedge Payments to be excluded from Revenues, and (iv) interest earnings received on the investment of amounts in any Account or Fund (other than the Special Program Fund, except to the extent specified in a Series Indenture). Except as provided in a Series Indenture, Revenues do not include any payment of interest on a Mortgage Loan to the extent to be used for paying mortgage insurance premiums or other fees for credit enhancement of the Mortgage Loan.

"Serial Bonds" means Bonds which are not Term Bonds.

"Series" means one of the series of Bonds issued under the Indenture pursuant to a Series Indenture.

"Series Indenture" means an indenture entered into by and between the Authority and the Trustee authorizing the issuance of a Series of Bonds. Series Indenture includes any indenture of the Authority amending a Series Indenture as provided in Section 1001(i) of the Indenture or the related Series Indenture.

"Series Program Accounts" means the Series Program Accounts in the Program Fund established by Series Indentures.

"Series Program Determinations" means any determinations by the Authority relating to Mortgage Loans or Mortgage-Backed Securities set forth in connection with a Series of Bonds under the Program (or provision to be determined at certain specified times in the future), as provided in a Series Indenture. Series Program Determinations shall be consistent with the Indenture. They may include, without limitation, (i) the security which may be provided for Mortgage Loans financed with amounts in the related Series Program Account, including the priority of the lien securing the Mortgage Loan; (ii) the principal and interest payment provisions for those Mortgage Loans; (iii) the maximum term to maturity of each Mortgage Loan; (iv) the nature of the residences to which the Mortgage Loans relate and limitations on who may be a mortgagor; (v) required credit standards and terms of any primary mortgage insurance or other credit support, if any, and the levels of coverage and applicable loan to value ratios, if appropriate; (vi) Supplemental Mortgage Coverage, if any; (vii) the characteristics of Mortgage-Backed Securities to be financed with amounts in the related Series Program Account; (viii) provisions for limiting or restricting use of Recoveries of Principal; and (ix) limitations on Expenses.

"Series Reserve Requirement" means an amount established by a Series Indenture as a component of the Reserve Requirement while Bonds of the Series are Outstanding. Series Indentures for more than one Series of Bonds may establish a composite Series Reserve Requirement applicable to all those Series of Bonds. The Series Reserve Requirement with respect to the Series 2023A/B/C Bonds is zero dollars ($0).

"Sinking Fund Requirement" means, as of any particular date of calculation, with respect to the Term Bonds of any Series and maturity, the amount of money required to be applied on any applicable date to the redemption prior to maturity or the purchase of those Bonds. Sinking Fund Requirements may be established as fixed dollar amounts or by formula.

"Special Program Fund" means the Fund so designated which is created and established pursuant to the Indenture.

"State" means the State of Illinois.

"Supplemental Mortgage Coverage" means the coverage, if any, whether in the form of insurance (including insurance provided by the FHA), Cash Equivalent or additional pledged funds, of losses from Mortgage Loan defaults provided in a Series Indenture which may supplement other mortgage insurance. Supplemental Mortgage Coverage may include any insurance or reserve fund (other than the Reserve Fund) funded or held by the Authority for the purpose of providing Supplemental Mortgage Coverage.

"Supplemental Indenture" means any indenture entered into by and between the Authority and the Trustee supplementing or amending the Indenture.

"Term Bonds" means the Bonds of a Series with respect to which Sinking Fund Requirements have been established.

"Trustee" means The Bank of New York Mellon Trust Company, N.A., a national banking association organized and existing under the laws of the United States of America and its successors including as a result of any consolidation, conversion, merger or transfer of all or substantially all of its corporate trust business and assets to which it or its successors may be a party, all as may be provided for in the Indenture or in accordance with the Indenture.

Issuance of Bonds (Section 201 of the Indenture)

For the purposes set forth in the Act, Bonds of the Authority may be issued under and secured by the Indenture. The Bonds shall be special limited obligations of the Authority with a claim for payment solely from Pledged Property. The State shall not be liable on the Bonds and the Bonds shall not be a debt of the State, and the Bonds shall contain on their face a statement to such effect. Section 26.1 of the Act shall not apply to the Bonds.

Limitation on Issuance of Bonds (Section 202 of the Indenture)

No Bonds may be issued under the provisions of the Indenture except in accordance with the provisions of Sections 201 through 211 of the Indenture.

Form of Bonds (Section 203 of the Indenture)

Bonds are issuable as registered Bonds. The principal denomination at maturity of any Series of Bonds shall be specified in the Series Indenture authorizing the issuance of such Series. The Bonds of any Series shall be in the form specified in the Series Indenture authorizing the issuance of such Series of Bonds, with such appropriate variations, omissions and insertions as are permitted or required by the Indenture, and with such additional changes as may be necessary or appropriate to conform to the provisions of the Series Indenture. All such Bonds may include such legends or text as may be necessary or appropriate to conform to any applicable rules and regulations of any governmental authority or any usage or requirement of law with respect to such Bond, or as may be authorized by the Authority.

Details of Bonds (Section 204 of the Indenture)

The Bonds shall be dated, shall mature on the dates and in the amounts, shall bear interest, if any, until their payment in full, at the rates and on the dates, as established in the applicable Series Indenture.

Unless otherwise required by law or provided in a Series Indenture, Bonds shall be signed by, or bear the facsimile signature of, the Chairman, Vice Chairman, Executive Director or Deputy Executive Director of the Authority, with the corporate seal or a facsimile of the corporate seal of the Authority imprinted on the Bonds, and attested to by the manual or facsimile signature of a second Authorized Representative.

If any officer whose signature or a facsimile of whose signature appears on any Bonds shall cease to be such officer before the delivery of such Bonds, the signature or facsimile shall nevertheless be valid and sufficient for all purposes as if that officer had remained in office until the delivery. Any Bond may bear the facsimile signature of, or may be signed by, such persons as at the time of the execution of such Bond shall be the proper officers to sign such Bond even though at the date of such Bond such persons may not have been such officers.

Except as may be provided in a Series Indenture both the principal of and the interest on the Bonds shall be payable in any coin or currency of the United States of America which on their respective dates of payment is legal tender for the payment of public and private debts. Subject to alternative provisions established in any Series Indenture with respect to the related Series of Bonds (see the second paragraph under "THE SERIES 2023A/B/C BONDS – General" in this Official Statement), the principal and Redemption Price of all Bonds shall be payable only to the Owner or the Owner's legal representative at the designated corporate trust operations office of the Trustee and payment of the interest on each Bond shall be made by the Trustee on each interest payment date to the Owner appearing on the registration books of the Authority or to the designee of such Owner on such date, as provided in the Series Indenture, by check mailed to the Owner at the Owner's address as it appears on such registration books or, if to the Owner's designee, to the address of such designee. If so provided in the applicable Series Indenture the Trustee, in connection with a letter of credit, a tender option feature, a standby Bond purchase agreement, or other similar liquidity or credit arrangements for Bonds may pay (and the Series Indenture may require that the Trustee pay), in whole or in part, the principal or Redemption Price of and/or interest on a Bond to a provider of such an arrangement rather than the Owner (or the Owner's designee). The Trustee may enter into an agreement or agreements with or for the benefit of any Owner for the payment of principal of or interest on Bonds in a manner or in a place different from that set forth in this paragraph.

Authentication of Bonds (Section 205 of the Indenture)

Only Bonds which have endorsed on them a certificate of authentication substantially in the form set forth in the applicable Series Indenture, duly executed by the Trustee, shall be entitled to any benefit or security under the Indenture. No Bond shall be valid or obligatory for any purpose unless and until such certificate of authentication is duly executed by the Trustee, and such certificate of the Trustee upon any such Bond shall be conclusive evidence that such Bond has been duly authenticated and delivered under the Indenture. The Trustee's certificate of authentication on any Bond shall be deemed to have been duly executed if signed by an authorized officer of the Trustee, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Bonds that may be issued at any one time.

Exchange of Bonds (Section 206 of the Indenture)

Subject to, and in accordance with, Section 207 of the Indenture, Bonds, upon their surrender at the designated corporate trust operations office of the Trustee, together with an assignment duly executed by the Owner or that Owner's agent or legal representative in such form as shall be satisfactory to the Trustee, may, at the option of their Owner, be exchanged for an equal aggregate principal amount of Bonds of like tenor and of the same Series and maturity, bearing interest at the same rate, of any denomination or denominations authorized by the Indenture.

The Authority shall make provisions for the exchange of Bonds at the principal corporate trust office of the Trustee.

Negotiability, Registration and Registration of Transfer of Bonds (Section 207 of the Indenture)

The transfer of any Bonds may be registered only upon the books kept for that purpose upon their surrender to the Trustee together with an assignment duly executed by the registered Owner or the Owner's agent in such form as shall be satisfactory to the Trustee. Upon any such registration of a Bond transfer, the Authority shall execute and the Trustee shall authenticate and deliver in exchange for such Bond a new Bond or Bonds, registered in the name of the transferee, in any denomination or denominations authorized by the Indenture, in an aggregate principal amount equal to the principal amount of such Bond of same tenor and Series having the same maturity and bearing interest at the same rate.

In all cases in which Bonds are exchanged or Bonds are transferred by registration, the Authority shall execute and the Trustee shall authenticate and deliver at the earliest practicable time Bonds in accordance with the provisions of the Indenture. All Bonds surrendered in any exchange or registration of transfer shall be cancelled by the Trustee. The Authority or, at the direction of the Authority, the Trustee may make a charge for the expense incurred in every such exchange or registration of transfer of Bonds, including a charge sufficient to reimburse it for any tax or other governmental charge required to be paid with respect to such exchange or registration of transfer.

Ownership of Bonds (Section 208 of the Indenture)

The person in whose name any Bond shall be registered shall be deemed and regarded as the Owner of such Bond for all purposes. Payment of or on account of the principal of and interest on any Bond of a Series shall be made only to its Owner or the Owner's legal representative. All such payments shall be valid and effective to satisfy and discharge the liability upon such Bond, including interest on it, to the extent of the sum or sums so paid.

Issuance of Bonds (Section 209 of the Indenture)

Each Series of Bonds shall be authorized and issued under and secured by the Indenture pursuant to the authorization contained in a Series Indenture. The Bonds of each Series shall be designated as provided by the Series Indenture. The Bonds shall be in such subseries (if any), shall be in such denominations, shall be dated, shall bear interest at a rate or rates not exceeding the maximum rate then permitted by law payable beginning on such date, shall be stated to mature on such dates, shall be made redeemable at such times and prices (subject to the provisions of Article III of the Indenture), shall have such interest payment dates, shall be numbered and the Term Bonds of such Series shall have such Sinking Fund Requirements, all as may be provided by or determined in accordance with the Series Indenture for such Bonds. Subject to Section 1001(j) of the Indenture, and except as to any differences in the maturities or the interest payment dates or the rate or rates of interest or the provisions for redemption, such Bonds shall be on a parity with and shall be entitled to the same benefits and security under the Indenture as all other Bonds issued under the Indenture; provided, however, that the Authority may issue a Series of Bonds or a portion of a Series of Bonds which may be further secured by a credit facility, a bond insurance policy or other further security securing only such Series of Bonds or such portion as determined by the applicable Series Indenture in addition to the security provided in the Indenture.

Each Series Indenture authorizing the issuance of a Series of Bonds shall specify and determine:

(i) the authorized principal amount of such Series of Bonds;

(ii) the purposes for which the Bonds of such Series are being issued, which shall be one or more of the following purposes: (a) the financing of Mortgage Loans, (b) the financing of Mortgage-Backed Securities, (c) the making of such deposits in amounts, if any, required by the Indenture or the Series Indenture to be paid into various Funds and Accounts, (d) the refunding of Bonds prior to their redemption or maturity dates, (e) the refunding of other Authority obligations or (f) other lawful purposes of the Authority as specified in the Series Indenture;

(iii) the maturity date or dates, the amounts of each maturity, and the interest payment dates of the Bonds of such Series;

(iv) the interest rate or rates of the Bonds of such Series or method of determining the rate or rates;

(v) the denomination or denominations of, and the manner of dating, numbering and lettering the Bonds of such Series;

(vi) in the case of Term Bonds, if any, provision for Sinking Fund Requirements;

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

(viii) the amounts to be deposited from the proceeds of such Series of Bonds in the Funds and Accounts created and established by the Indenture and the Series Indenture;

(ix) any Series Reserve Requirement, the extent to which the Reserve Requirement may be accumulated over time, the amounts, including proceeds of the Bonds of such Series, which shall be deposited in the Reserve Fund or used to acquire a Cash Equivalent for deposit in the Reserve Fund, and any limitation on investments of the Reserve Fund;

(x) the manner in which Bonds of such Series are to be sold and provisions for their sale;

(xi) the Series Program Determinations, if any;

(xii) whether there shall be any Hedge Agreement with respect to the Series of Bonds, any limitation of the inclusion of the related Hedge Payments by the counterparty in Revenues, and whether the related Hedge Payments by the Authority are to be payable from amounts in the Revenue Fund (and if so, the priority of their payment as set forth in Section 212 of the Indenture);

(xiii) in the case of a Series of Bond issued to finance Mortgage-Backed Securities, the Pass-Through Rate for and maturity of each Mortgage-Backed Security or the method by which the Pass-Through Rate and maturity are to be determined; and

(xiv) any other provisions deemed advisable by the Authority not in conflict with the provisions of the Indenture.

The Bonds shall be executed substantially in the form and manner set forth above and shall be deposited with the Trustee for authentication. Before the Bonds of the Series shall be authenticated and delivered by the Trustee, there shall be on file with the Trustee the following:

(i) a copy of the Indenture and the Series Indenture duly certified by an Authorized Representative;

(ii) a Bond Counsel's Opinion stating in the opinion of such counsel that (a) the Indenture and the applicable Series Indenture have been duly authorized, executed and delivered by, and are valid and binding obligations of, the Authority and (b) the Bonds being issued are valid and legally binding special limited obligations of the Authority secured in the manner and to the extent set forth in the Indenture and the applicable Series Indenture and are entitled to the benefit, protection and security of the provisions, covenants and agreements contained in the Indenture and the applicable Series Indenture;

(iii) a Cash Flow Statement conforming to the requirements of Section 607 of the Indenture (see "Cash Flow Certificates and Cash Flow Statements" below), accompanied, in the case of each Series other than the initial Series of Bonds, by a Rating Certificate; and

(iv) a request and authorization to the Trustee on behalf of the Authority, signed by an Authorized Representative, to authenticate and deliver the Bonds to the purchaser or purchasers identified in such request upon payment to the Trustee for the account of the Authority of the purchase price of the Bonds.

When the documents mentioned in clauses (i) to (iv), inclusive, above in this paragraph have been filed with the Trustee and when the Bonds described in the Series Indenture mentioned in clause (i) above in this paragraph have been executed and authenticated as required by the Indenture, the Trustee shall deliver such Bonds at one time to or upon the order of the purchaser or purchasers named in the request and authorization mentioned in clause (iv) above in this paragraph, but only upon payment to the Trustee of the purchase price of those Bonds. The Trustee shall be entitled to rely upon such request and authorization as to the amount of such purchase price. Simultaneously with the delivery of such Bonds the Trustee shall deposit or credit the proceeds of those Bonds into the Funds and Accounts as specified by the Indenture and the applicable Series Indenture.

Mutilated, Destroyed or Lost Bonds (Section 210 of the Indenture)

If any Bond is mutilated, destroyed or lost, the Authority shall cause to be executed, and the Trustee shall authenticate and deliver, a new Bond of the same tenor in exchange and substitution for and upon cancellation of such mutilated Bond or in lieu of and in substitution for such destroyed or lost Bond, upon the Owner's paying the reasonable expenses and charges of the Authority and the Trustee in connection with such exchange. In the case of a destroyed or lost Bond, the Owner shall file with the Trustee evidence satisfactory to it and to the Authority that (i) such Bond was destroyed or lost and (ii) of the Owner's ownership of such Bond, and furnish the Authority and the Trustee indemnity reasonably satisfactory to them.

Hedge Agreements; Hedge Payments (Section 212 of the Indenture)

The Authority may from time to time enter into one or more Hedge Agreements with respect to one or more Series of Bonds, but only upon filing with the Trustee a Cash Flow Certificate or a Cash Flow Statement, as appropriate, accompanied by a Rating Certificate. Unless otherwise specified in the related Series Indenture, Hedge Payments payable by the Authority under any Hedge Agreement shall be payable from moneys on deposit in the Debt Service Account, on a parity with payments of interest on Bonds (see clause "first" in (i) and (ii) under "Pro Rata Application of Funds" below), or, if so provided in a Series Indenture, subordinate to payments of interest on Bonds (see clause "second" in (i) and (ii) under "Pro Rata Application of Funds" below). In no event shall any Hedge Payments be paid with any amounts drawn under a credit facility or bond insurance policy securing the related Bond or remarketing proceeds derived from the related Bonds. Hedge Payments may include premiums for insurance of the Authority's obligation to make such payments or reimbursement of payments under such insurance, as provided in the related Series Indenture.

Redemption of Bonds (Section 301 of the Indenture)

Except as otherwise stated in the related Series Indenture, money shall, upon an Authority Request to the Trustee, be applied by the Trustee to the purchase or the redemption of Bonds selected from among the Series (and subseries, if applicable), maturities and interest rates on the basis specified by the Authority in that Authority Request, which shall be accompanied by a Cash Flow Statement if such basis is not consistent with the assumptions set forth in the most recently filed Cash Flow Statement.

Except as otherwise provided in a Series Indenture, if less than all of the Term Bonds Outstanding of any one Series (or subseries, if applicable) and maturity bearing the same interest rate (and otherwise of like tenor) are purchased for cancellation or redeemed (other than in satisfaction of Sinking Fund Requirements), the principal amount of such Term Bonds that are so purchased or redeemed shall be credited, to the extent practicable, except as otherwise provided in an Authority Request, against all remaining Sinking Fund Requirements for the Term Bonds of such Series (and subseries, if applicable) and maturity bearing the same interest rate (and otherwise of like tenor) in the proportion which the then remaining balance of each such Sinking Fund Requirement bears to the total of all Bonds of such Series (and subseries, if applicable) and maturity bearing the same interest rate (and otherwise of like tenor) then Outstanding.

Establishment of Funds and Accounts (Section 401 of the Indenture)

The Indenture establishes the following Funds and Accounts:

Program Fund
Series Program Accounts
Authority Program Accounts

Revenue Fund
Debt Service Account
Recovery of Principal Account
Redemption Account

Reserve Fund

Special Program Fund

Rebate Fund

Additional Funds and Accounts (including Series Rebate Accounts in the Rebate Fund for the purpose of depositing amounts required to be rebated to the United States) may be created and designated in Series Indentures, including as described under "Issuance of Bonds" above. The full designation of each such Fund and Account shall include the term "Illinois Housing Development Authority Revenue Bonds," which term shall precede the designation as set forth above. Each such Fund and Account shall be held by the Trustee, in trust, separate and apart from all other funds of the Authority, for the purposes provided in the Indenture. In Series Indentures or in Supplemental Indentures establishing Authority Program Accounts, the Authority may provide for the deposit of amounts in Funds and Accounts, which amounts shall be subject to the lien of the Indenture for the purposes and period of time set forth in the applicable Series Indenture or Supplemental Indenture.

Program Fund (Section 402 of the Indenture)

For each Series of Bonds there shall be a Series Program Account. Amounts received upon the sale of a Series of Bonds shall be deposited in the Program Fund and credited to the related Series Program Account in the amount, if any, provided in the applicable Series Indenture. In addition, amounts shall be deposited in the Program Fund from the Revenue Fund as provided in Section 403 of the Indenture (see "Revenue Fund" below) and shall be credited to the Series Program Account as specified in the Authority Request directing the transfer.

Amounts in a Series Program Account shall be used to pay Costs of Issuance of the related Series of Bonds, or to reimburse the Authority for Costs of Issuance, in either case in the amount specified in or pursuant to the Series Indenture, upon a requisition stating generally the nature and amount of those Costs of Issuance signed by an Authorized Representative.

Amounts in Series Program Accounts other than amounts used or to be used to pay Costs of Issuance shall be applied by the Trustee to (i) finance Mortgage Loans (the characteristics of which conform to any Series Program Determinations applicable to that Series of Bonds), (ii) finance Mortgage-Backed Securities (the characteristics of which, and for which the characteristics of the Mortgage Loans in the pool underlying such Mortgage-Backed Security, conform to any Series Program Determinations applicable to that Series of Bonds), (iii) upon Authority Request consistent with Section 608 of the Indenture (see "Tax Covenants" below), to pay costs of Supplemental Mortgage Coverage with regard to those Mortgage Loans, or (iv) as otherwise provided in the applicable Series Indenture. As provided in a Series Indenture, the amount applied to finance a Mortgage Loan or Mortgage-Backed Security may exceed the sum of its outstanding principal amount and accrued interest. As provided in a Series Indenture, the Authority may use amounts in a related Series Program Account to acquire as Pledged Property Mortgage Loans and Mortgage-Backed Securities previously acquired by the Authority not as Pledged Property.

The Trustee shall transfer unexpended amounts in a Series Program Account to the Revenue Fund to the credit of the Redemption Account as specified by an Authority Request.

The Authority may establish an Authority Program Account by Series Indenture or Supplemental Indenture and in such Series Indenture or Supplemental Indenture may provide for the deposit of monies of the Authority (other than Pledged Property) into the Authority Program Account. Upon their deposit in an Authority Program Account, such monies will be Contributed Assets. Amounts in Authority Program Accounts shall be applied by the Trustee to finance Mortgage Loans (the characteristics of which conform to the related Authority Program Determination), to finance Mortgage-Backed Securities (for which the characteristics of the Mortgage Loans in the pool underlying such Mortgage-Backed Security or Mortgage-Backed Securities conform to the related Authority Program Determinations), or, upon Authority Request, to pay costs of Supplemental Mortgage Coverage with regard to those Mortgage Loans or as otherwise provided in the applicable Authority Program Determination.

The Trustee shall transfer unexpended amounts in an Authority Program Account to the Authority as specified in an Authority Request accompanied by a Ratings Certificate.

The Trustee shall transfer amounts from the Program Fund to the Revenue Fund to the credit of the Debt Service Account as provided in Section 408 of the Indenture (see “Deficiencies in Debt Service Account” below).

The Trustee shall transfer amounts in a Series Program Account for Bonds refunded in whole or in part by Bonds to the Series Program Account for the refunding Bonds, if so directed by the Series Indenture for the refunding Bonds.

Revenue Fund (Section 403 of the Indenture)

The Authority shall transfer all Revenues to the Trustee within three business days following receipt. All Revenues received by the Trustee shall be deposited in the Revenue Fund. Amounts received upon the sale of a Series of Bonds shall be deposited in the Revenue Fund in the amount, if any, provided in the applicable Series Indenture, for credit to the Debt Service Account to pay debt service as specified in the Series Indenture.

Except as provided in a Series Indenture, (i) the Authority shall identify and notify the Trustee in writing of the amount of any Revenues which are Recoveries of Principal and (ii) Recoveries of Principal shall be credited to the Recovery of Principal Account. Except as may be limited by a Series Indenture, amounts in the Recovery of Principal Account may be transferred at any time upon an Authority Request to the Redemption Account or, upon filing with the Trustee a Cash Flow Certificate or Cash Flow Statement, as applicable, any Series Program Account or an Authority Program Account.

At any time, upon Authority Request, the Trustee shall apply amounts in the Revenue Fund not credited to any Account in the Fund to pay the accrued interest portion of the cost of acquiring any Mortgage Loan or Mortgage-Backed Security consistent with the related Series Indenture.

Upon their receipt, the Authority shall notify the Trustee as to any amounts which have been received for accrued interest with respect to Mortgage Loans or Mortgage-Backed Securities made or acquired from amounts which were expended from the Series Program Account or Authority Program Account (to the extent not so funded from a transfer from the Revenue Fund). The Trustee shall transfer those amounts to the credit of the applicable Series Program Account or Authority Program Account.

On or prior to each debt service payment date (including any date of redemption pursuant to Sinking Fund Requirements or other mandatory redemption requirements that are payable from the Debt Service Account as provided in a Series Indenture) for any Bonds and each due date of Hedge Payments by the Authority that are payable from the Revenue Fund (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below), the Trustee shall transfer all amounts in the Revenue Fund not in any Account in the Revenue Fund to the credit of Funds and Accounts in the following priority:

(1) to the Debt Service Account, an amount sufficient, together with amounts on deposit in that Account, timely to pay interest and principal, at maturity or mandatory redemption (pursuant to Sinking Fund Requirements or such other redemption requirements), due on the Bonds on such debt service payment date or Hedge Payment due date, to pay any fees due on or prior to such debt service payment date or Hedge Payment due date in connection with tender option features, letters of credit, standby bond purchase agreements and other forms of credit or liquidity related to Bonds as set forth in the Series Indenture or a Supplemental Indenture, and to pay any Hedge Payments that are payable from the Revenue Fund (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below) and are due on such debt service payment date or Hedge Payment due date;

(2) to the payment of (i) Expenses specified in a Series Indenture and (ii) such other Expenses as may be provided in an Authority Request accompanied by a Cash Flow Certificate or Cash Flow Statement, as applicable;

(3) to the Reserve Fund, an amount sufficient to cause the amount on deposit in that Fund, including Cash Equivalents permitted by Section 407 of the Indenture (see "Reserve Fund" below), to equal the Reserve Requirement;

(4) to the Redemption Account an amount as specified in an Authority Request;

(5) to any Series Program Account or Authority Program Account in the Program Fund an amount as specified in an Authority Request accompanied by a Cash Flow Certificate or Cash Flow Statement, as appropriate; and

(6) to the Authority, for any other purpose authorized or required under the Act free and clear of the pledge and lien of the Indenture. No such payment shall be made except upon filing of a Cash Flow Certificate or Cash Flow Statement, as appropriate.

At any time the Trustee shall, upon Authority Request, apply amounts in the Revenue Fund not credited to any Account in it or amounts in the Rebate Fund to make required rebates to the United States as required by the Code.

At any time the Trustee shall apply, upon an Authority Request, amounts in the Revenue Fund and not credited to any Account in it to the purchase of Bonds at the times, in the manner and for the purposes set forth in Section 405 of the Indenture (see "Purchase of Bonds from Revenue Fund" below).

At any time, upon Authority Request, amounts on deposit in the Revenue Fund may be applied to pay Expenses as specified in an Authority Request, accompanied by a Cash Flow Certificate or Cash Flow Statement.

Debt Service Account (Section 404 of the Indenture)

The Trustee shall, on each principal or interest payment date, date of redemption pursuant to Sinking Fund Requirements (or other mandatory redemption requirements that are payable from the Debt Service Account, as provided in a Series Indenture), and due date of Hedge Payments by the Authority that are payable from the Debt Service Account (as provided in a Series Indenture or Supplemental Indenture), apply amounts in the Debt Service Account to the payment of principal of and interest on the Bonds on that date and credit or liquidity fees and Hedge Payments as provided in Section 403 of the Indenture (see "Revenue Fund" above), as follows. The Trustee shall remit the interest due by mail (or other method of transfer acceptable to the Authority or as provided in a Series Indenture) to each Owner of Bonds the amounts required for paying the interest on such Bonds as such interest becomes due and payable. Amounts for paying principal shall be held in trust by the Trustee for paying that principal. The Trustee shall remit to any credit or liquidity provider, as described in Section 403 of the Indenture, its fees in connection with such credit or liquidity arrangement. The Trustee shall remit to the counterparty under a Hedge Agreement, as described in Section 403 of the Indenture, the Hedge Payments due to the counterparty under the Hedge Agreement. An Authorized Representative of the Authority shall advise the Trustee in writing regarding the amount of any such liquidity fees and Hedge Payments and when payment is due.

Purchase of Bonds from Revenue Fund (Section 405 of the Indenture)

Amounts on deposit in the Revenue Fund and not credited to any Account in it may be applied as applicable to the purchase of Term Bonds of each Series then Outstanding subject to Sinking Fund Requirements on the next date in such Fiscal Year such payments are scheduled as provided in this Section. The Trustee, upon an Authority Request, shall endeavor to purchase from such amounts to be transferred to it by the Trustee the Term Bonds or portions of Term Bonds of each Series stated to mature on the next maturity date or to be redeemed pursuant to Sinking Fund Requirements for Term Bonds of such Series then Outstanding at a price not to exceed the Redemption Price (plus accrued interest to the date of redemption) which would be payable on the next redemption date to the Owners of such Term Bonds under the provisions of the applicable Series Indenture if such Term Bonds or portions of Term Bonds should be selected for redemption on such date. However, subject to applicable law, notwithstanding the maximum purchase price set forth in the preceding sentence, if at any time the Trustee notifies the Trustee that the investment earnings on the money in the Revenue Fund and not credited to any Account in it available for such a purchase shall be less than the interest accruing on the Bonds to be redeemed on such date from such Sinking Fund Requirement, then the Trustee may pay a purchase price for any such Bond in excess of the Redemption Price which would be payable on the next redemption date to the Owner of such Bond under the provisions of the applicable Series Indenture if an Authorized Representative certifies to the Trustee that the amount paid in excess of such Redemption Price is expected to be less than the interest which is expected to accrue on the Bond less any investment earnings on such available money during the period from the settlement date of the proposed purchase to the redemption date. The Trustee shall pay the interest accrued on such Term Bonds or portions of Term Bonds to the date of settlement for the Term Bonds from the Revenue Fund. No such purchase of a Bond shall be made by the Trustee after the giving of notice of redemption as to that Bond by the Trustee. Term Bonds so purchased shall be delivered to the Trustee for cancellation.

Use of Amounts in Redemption Account for Purchase or Redemption (Section 406 of the Indenture)

The Trustee may at any time apply money deposited in the Revenue Fund to the credit of the Redemption Account for the purchase or redemption of Bonds as follows:

The Trustee, upon Authority Request, shall endeavor to purchase, from such amounts, Bonds or portions of Bonds then Outstanding, whether or not such Bonds or portions of Bonds shall then be subject to redemption, at a price not to exceed the Redemption Price (plus accrued interest, if any, to the date of redemption) which would be payable on the next redemption date to the owners of such Bonds if such Bonds or portions of Bonds should be called for redemption. Such maximum purchase price may be exceeded, subject to applicable law, in accordance with the third sentence in Section 405 of the Indenture (see "Purchase of Bonds from Revenue Fund" above). Such Authority Request shall be accompanied by a Cash Flow Statement if such purchase is not consistent with the assumptions set forth in the most recently filed Cash Flow Statement. The interest accrued on such Bonds to the date of settlement shall be paid from the Debt Service Account or the Revenue Fund (not credited to any Account in it), but no such purchase shall be contracted for by the Trustee after the Trustee has given notice that such Bonds have been called for redemption except from money other than the money set aside in the Redemption Account or other Account established by Series Indenture for the redemption of such Bonds.

The Trustee, upon Authority Request, shall call Bonds for redemption, on the earliest practicable date on which those Bonds are subject to redemption, from money in the Redemption Account, and, with respect to interest on such Bonds payable upon redemption, the Debt Service Account or the Revenue Fund (not credited to any Account in it). Such Authority Request shall be accompanied by a Cash Flow Statement if such redemption is not consistent with the assumptions set forth in the most recently filed Cash Flow Statement.

Upon an Authority Request, amounts in the Redemption Account not required for redemption of Bonds for which notice of redemption has been given or for payment of a contract for purchase of Bonds shall be transferred to any Account of the Program Fund, upon filing with the Trustee either a Cash Flow Certificate or Cash Flow Statement, as appropriate, or to the Revenue Fund and not in an Account.

Reserve Fund (Section 407 of the Indenture)

The Authority shall deposit amounts in the Reserve Fund as provided in the Series Indentures and as provided in Section 403 of the Indenture (see "Revenue Fund" above). The Trustee shall transfer money held in the Reserve Fund to the Debt Service Account, pursuant to Section 408 of the Indenture (see "Deficiencies in Debt Service Account" below). The Reserve Fund may be funded in whole or in part through Cash Equivalents either (i) delivered upon issuance of a Series of Bonds or (ii) as to which a Rating Certificate is filed with the Trustee. Amounts held in the Reserve Fund as of any date in excess of the Reserve Requirement, taking into account any such Cash Equivalents in the Reserve Fund, shall upon an Authority Request, be transferred to the Revenue Fund.

Deficiencies in Debt Service Account (Section 408 of the Indenture)

In the event that amounts in the Debt Service Account are insufficient, on any interest payment date, principal payment date, date of redemption pursuant to Sinking Fund Requirements (or other mandatory redemption requirements that are payable from the Debt Service Account, as provided in a Series Indenture), or due date of Hedge Payments that are payable from the Revenue Fund (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below), to pay the principal of and interest on the Bonds due and unpaid on such date, whether at the stated payment or maturity date or by the retirement of such Bonds in satisfaction of Sinking Fund

Requirements or such other mandatory redemption requirements, and to pay such Hedge Payments due and unpaid on such date, the Trustee shall withdraw amounts from the following Funds and Accounts in the following order of priority to the extent necessary to eliminate such deficiency:

(1) Revenue Fund (not credited to any Account);

(2) Recovery of Principal Account;

(3) Redemption Account;

(4) Reserve Fund;

(5) Program Fund; and

(6) Special Program Fund (first from amounts restricted therein to the payment of debt service on Bonds and second from unrestricted amounts therein).

No amounts on deposit in the Revenue Fund being held to pay the Redemption Price of Bonds called for redemption or purchase shall be withdrawn as provided in this Section to the extent that such amounts have been set aside for the payment of Bonds which have been identified for purchase or selected for redemption, and no amounts on deposit in any Series Program Account shall be withdrawn as provided in this Section to the extent that the Authority is contractually obligated to finance identified Mortgage Loans or Mortgage-Backed Securities acceptable for financing with amounts on deposit in such Series Program Account.

Money Sufficient to Purchase or Redeem Bonds (Section 409 of the Indenture)

Whenever money and securities held for the credit of the Revenue Fund, the Reserve Fund and the Special Program Fund (excluding amounts in the Special Program Fund not restricted to payment of debt service on Bonds unless the Authority otherwise directs that such amounts be applied for such purpose) are sufficient to pay, purchase or redeem all Bonds in whole on the next succeeding interest payment date, the Trustee shall apply such money, upon receipt of an Authority Request requesting such application, to the payment, purchase or redemption of the Bonds in accordance with Section 1101 of the Indenture (see "Defeasance" below).

Money Held in Trust (Section 410 of the Indenture)

All money which the Trustee has withdrawn or set aside for the purpose of payment of principal, interest or Redemption Price of any of the Bonds secured by the Indenture, either at their maturity or upon redemption, shall be held in trust for the respective Owners of such Bonds and such money shall not be subject to lien or attachment by any creditor of the Authority or the Trustee. Any money that is so set aside by the Trustee and which shall remain unclaimed by the Owners of such Bonds for the period of two (2) years after the date on which such Bonds or the interest on such Bonds shall become due and payable shall upon written request be paid to the Authority or to such officer, board or body as may then be entitled by law to receive it. Thereafter the Owners of such Bonds shall look only to the Authority or to such officer, board or body, as the case may be, for payment and then only to the extent of the amounts so received without any interest on such amounts, and the Trustee shall have no responsibility with respect to such money.

Purchase, Redemption and Cancellation of Bonds (Section 411 of the Indenture)

Upon the retirement of any Bonds by purchase for cancellation or by redemption, the Trustee shall file with the Authority a statement briefly describing such Bonds and setting forth the date of their purchase for cancellation or their redemption, the amount of the purchase price or the Redemption Price of such Bonds and the amount paid as interest on them. The expenses in connection with the purchase or redemption of any such Bonds shall be paid from the Revenue Fund as Expenses as permitted by Section 403 of the Indenture (see "Revenue Fund" above). Subject to the immediately succeeding paragraph, all Bonds paid, redeemed or purchased, either at or before maturity, shall be cancelled upon the payment, redemption or purchase of such Bonds and shall be delivered to the Trustee when such payment, redemption or purchase is made. All Bonds cancelled under any of the provisions of the Indenture shall be destroyed by the Trustee in accordance with its customary procedures. The Trustee shall execute a certificate in duplicate describing the Bonds so destroyed, and one executed certificate shall be filed with the Authority and the other executed certificate shall be retained by the Trustee.

Notwithstanding the immediately preceding paragraph, subject to applicable law, Bonds purchased with amounts in any Fund or Account under the Indenture or any Series Indenture or with other moneys of the Authority shall not be cancelled by reason of such purchase to the extent that upon such purchase the Authority shall have delivered to the Trustee (i) a Certificate of an Authorized Representative to the effect that such Bonds are being purchased with the intention that they will be resold rather than cancelled and (ii) if interest on such Bonds is intended to be excluded from the gross income of the recipient thereof for federal income tax purposes, a Bond Counsel Opinion to the effect that the failure to cancel such Bonds, in and of itself, will not adversely affect such exclusion.

Exchange of Money and Securities (Section 412 of the Indenture)

Upon Authority Request, the Trustee shall exchange money and/or Investment Obligations on deposit in any Fund or Account for an equal amount of money and/or Investment Obligations on deposit in any other Fund or Account or in any fund or account held under another bond resolution or indenture of the Authority.

Special Program Fund (Section 413 of the Indenture)

At the direction of an Authorized Representative, the Trustee shall deposit in the Special Program Fund any cash, securities, loans, investments or other property of the Authority provided by the Authority and not otherwise pledged under the Indenture. While on deposit in the Special Program Fund, such cash, securities, loans, investments or other property shall be held in trust pursuant to Section 501 of the Indenture (see "Security for Deposits" below) and pledged under the Indenture.

Notwithstanding the provisions of Section 502 of the Indenture (see "Investment of Money" below), any moneys held in the Special Program Fund may be invested or reinvested in such securities, loans or other investments as may be directed by an Authorized Representative, which may include Investment Obligations or securities (or participation interests) referred to in the definition of Mortgage-Backed Securities, but is not restricted thereto unless otherwise provided in a Series Indenture or Supplemental Indenture. Any interest or income earned with respect to any said securities, loans or other property shall likewise be retained in the Special Program Fund or upon the filing of an Authority Request released to the Authority, except as otherwise provided herein. Any such investment shall be in accordance with Illinois law, including without limitation the Public Funds Investment Act, 30 ILCS 235.

If on any date payments are required to be made from the Debt Service Account and there are not sufficient funds in the Debt Service Account to make such payments, the Trustee shall, after applying the prior sources as set forth in Section 408 (see "Deficiencies in Debt Service Account" above), withdraw (i) from the Special Program Fund amounts restricted for transfer to the Debt Service Account pursuant to this Section and (ii) to the extent necessary, from the unrestricted amounts in the Special Program Fund, and to the extent of such amounts transfer to the Debt Service Account such available amounts as are necessary to provide sufficient funds for the required transfers from the Debt Service Account.

At any time that no Event of Default exists, at the direction of an Authorized Representative, the Trustee shall withdraw from the Special Program Fund and pay to the Authority, free and clear of the lien of the Indenture, such amounts, securities, loans, investments or other property as shall be specified therein, including any interest or income earned thereon, unless otherwise restricted by a Series Indenture or Supplemental Indenture.

Upon the filing with the Trustee of an Authority Request, the Authority may create a lien on all or any part of the moneys, securities, loans, investments or other property held in the Special Program Fund, and not otherwise restricted by a Series Indenture or Supplemental Indenture or previous Authority Request, to secure any obligation of the Authority under the Indenture, including, without limitation, all Outstanding Bonds, a particular class of Outstanding Bonds or a particular series of Bonds, and, if so specified in such Authority Request, such lien shall be prior to the lien on the otherwise unrestricted moneys, securities, loans, investments or other property in the Special Program Fund granted by the Indenture to the Trustee in favor of the Outstanding Bonds.

Trustee Payment of Expenses (Section 414 of the Indenture)

The Authority grants to the Trustee, and the Trustee retains at all times, an ownership interest in the Pledged Property, sufficient to enable the Trustee to make any payments to be made by it as described under this heading. This ownership interest is not in limitation of the ability of the Authority to sell or otherwise dispose of Mortgage Loans and Mortgage-Backed Securities and to expend amounts in Funds and Accounts as provided in the Indenture. However, the right of the Trustee to use unexpended amounts in the Revenue Fund to make payments of Expenses, as described under this heading "Trustee Payment of Expenses," shall have priority over any payment of amounts in the Revenue Fund to the Authority.

If the Trustee, in its sole discretion, shall conclude that the Authority for any reason, including without limitation, its inability to act, has failed timely to pay any of the Expenses described in clause (i) of the definition thereof in Section 101 of the Indenture (see "Certain Definitions" above) relating to the Trustee or the Program and that such failure, if not corrected, has resulted or may result in an Event of Default, the Trustee may at any time itself apply any amounts in the Revenue Fund (which are or would be available for payment of Expenses under Sections 403 of the Indenture as described under "Revenue Fund" above) to pay any such Expenses other than general administrative expenses of the Authority, including, without limitation, the following:

(i) any costs of maintaining Supplemental Mortgage Coverage as provided by the Indenture or any Series Indenture;

(ii) the fees or expenses of the Trustee;

(iii) costs of servicing Mortgage Loans and of realizing on any Mortgage Loan upon any default;

(iv) costs of maintaining all necessary records with respect to Pledged Property, preparing any necessary cash flow projections and complying with any covenant in the Indenture or any Series Indenture, including any tax covenant;

(v) any payments required to comply with any tax covenants; and

(vi) any other expenses determined by the Trustee, in its sole discretion, to be necessary or appropriate to maintain the value of the Pledged Property.

The Authority shall give the Trustee written notice if for any reason it fails or is unable timely to pay any Expenses. The Trustee shall give the Authority written notice of any payment of Expenses as described under this heading "Trustee Payment of Expenses."

Any powers given the Trustee as described under this heading "Trustee Payment of Expenses" are in addition to and not in lieu of or in limitation on any other rights or remedies of the Trustee under the Indenture, except that to the extent Section 706 of the Indenture (see "Pro Rata Application of Funds" below) applies, payments received by the Trustee shall be applied as provided in Section 706 of the Indenture and not as described under this heading as described under this heading "Trustee Payment of Expenses."

Security for Deposits (Section 501 of the Indenture)

Any and all money held by the Trustee under the Indenture, except as otherwise expressly provided in the Indenture, shall be held in trust, shall be applied only in accordance with provisions of the Indenture and shall not be subject to any lien, charge or attachment by any creditor of the Authority.

All money deposited with the Trustee in any Account or Fund created under the Indenture shall, until invested in Investment Obligations in accordance with Section 502 of the Indenture (see "Investment of Money" below), to the extent such deposits are in excess of the amount guaranteed by the Federal Deposit Insurance Corporation or other federal agency, be continuously secured for the benefit of the Authority and the Owners of the Bonds either (a) by lodging with a bank, trust company or national banking association selected by the Authority as custodian, or, if then permitted by law, by setting aside under control of the trust department of the bank, trust company or national banking association holding such deposit as collateral security, Government Obligations or, with the approval of the Trustee, other marketable securities eligible as security for the deposit of trust funds under regulations of the Comptroller of the Currency of the United States of America, having a market value at all times (exclusive of accrued interest) not less than the amount of such deposit or (b) if the furnishing of security as provided in clause (a) of this paragraph is not permitted by applicable law, then in such other manner as may then be required or permitted by applicable State or federal laws and regulations regarding the security for, or granting a preference in the case of, the deposit of trust funds. However, it shall not be necessary, except as otherwise provided in the Indenture, for the Trustee to give security for any money which shall be represented by obligations purchased under the provisions of the Indenture as an investment of such money.

All money deposited with the Trustee pursuant to the Indenture shall be credited to the particular Account or Fund to which such money belongs.

Investment of Money (Section 502 of the Indenture)

Other than money deposited in the Special Program Fund, which shall be invested as provided in Section 413 hereof (see "Special Program Fund" above), money deposited under the Indenture shall, as nearly as is practicable, be fully and continuously invested or reinvested by the Trustee upon the direction of an Authorized Representative (promptly confirmed by delivery of an Authority Request) in Investment Obligations which shall be in such amounts and bear interest at such rates that sufficient money will be available to pay the principal and interest due on the Bonds and shall mature, or which shall be subject to redemption by the holder at the option of the holder, such that sufficient money will be available for the purposes intended. The Trustee may conclusively rely upon the Authorized Representative's written instructions as to the legality of the directed investments. In the absence of investment instructions from an Authorized Representative, the Trustee shall not be responsible or liable for keeping the moneys held by it under the Indenture fully invested in Investment Obligations.

Any Investment Obligations so purchased in any Account or Fund shall be deemed at all times to be part of such Account or Fund. Any interest paid on the investment in any Account or Fund (except the Rebate Fund) shall be credited to the Revenue Fund and shall be treated as Revenues. Any interest paid on the investment of the Rebate Fund shall be credited to the Rebate Fund. Any profit or loss resulting from an investment shall be credited to or charged against the applicable Account or Fund of which it is an investment. The Trustee shall sell or present for redemption any obligations so purchased whenever it shall be necessary so to do in order to provide money to meet any payment or transfer from any such Account or Fund. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such transactions, including cash sweep account fees. Neither the Trustee nor the Authority shall be liable or responsible for any loss resulting from any such investment.

For the purposes of making any investment, the Trustee may consolidate money in any Fund or Account with money in any other Fund or Account and may transfer an interest in an investment from one Fund or Account to another without liquidating the investment.

Except as may be provided in a Series Indenture with respect to the Reserve Fund, in computing the amount on deposit to the credit of any Account or Fund, Investment Obligations in such Account or Fund shall be valued at Amortized Value plus the amount of interest on such obligations purchased with money in such Account or Fund.

Indenture to Constitute Contract (Section 601 of the Indenture)

The Indenture is a contract between the Authority and the Owners of the Bonds.

Security Interests (Section 602 of the Indenture)

The Authority pledges and assigns and grants a lien on and security interest in the Pledged Property as security for the payment of interest on and principal of and the redemption premium, if any, of the Bonds. The Pledged Property may be applied as provided in or pursuant to the Indenture.

Notwithstanding the assignment, pledge and grant in this Section, the Authority shall, if no Event of Default has occurred and is continuing, and except as may be provided in a Series Indenture, have the right to sell or dispose of Mortgage Loans and Mortgage-Backed Securities consistent with the provisions of the Indenture (including, but not limited to, Section 608 of the Indenture (see "Tax Covenants" below)) and shall have the right to restructure, enforce and forbear enforcement of Mortgage Loans in such manner as determined by the Authority in its discretion consistent with the provisions of the Indenture, including the ability to compromise, and release security for, Mortgage Loans.

Any pledge, assignment, lien and security interest made pursuant to the Indenture and any Series Indenture shall be valid and binding and effective upon its being made or granted, or upon property becoming subject to it, without any physical delivery, filing, recording or further act. The pledge, assignment, lien and security interest shall be valid and binding as against, and shall be superior to any claims of all others having claims of any kind against the Authority or any other person, irrespective of whether such other parties have notice of the pledge, assignment, lien or security interest.

Except for the issuance of Bonds pursuant to the Indenture, the Authority shall not make or grant any pledge, assignment, lien or security interest in any Pledged Property which is senior to or on a parity with the security provided by the Indenture. Subject to the provisions of Section 1001 of the Indenture described in clause (x) under "Bondowners' Consent Not Required" below, and except as expressly provided in or pursuant to the Indenture, all security for the Bonds under the Indenture shall be for the equal and proportionate benefit of the obligations of the Authority on all Bonds; provided, however, that a Series of Bonds may be further secured by a credit facility, bond insurance policy, or other further security not applicable to any one or more other Series of Bonds, as shall be provided by the applicable Series Indenture in addition to the security provided in the Indenture.

Payment of Principal, Interest and Premium (Section 603 of the Indenture)

The Authority covenants that it will promptly pay, but solely from Pledged Property, the principal of and interest, if any, on each and every Bond issued under the provisions of the Indenture at the places, on the dates and in the manner specified in the Indenture and those Bonds. The Authority covenants that it will pay, but solely from Pledged Property, any premium required for the retirement of Bonds by purchase or redemption according to their true intent and meaning. The Bonds are not general obligations of the Authority. The State is not liable on the Bonds and the Bonds are not a debt of the State.

Covenant to Perform Obligations Under the Indenture (Section 604 of the Indenture)

The Authority covenants that it will faithfully perform at all times all covenants, undertakings, stipulations, provisions and agreements contained in the Indenture, each Series Indenture and in each Bond.

Further Instruments and Actions (Section 605 of the Indenture)

The Authority covenants that it will do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered, such supplemental indentures and such further acts, instruments and transfers as may be necessary or desirable to confirm, make effective or otherwise implement the pledge, assignment, lien and security interest granted by the Indenture or any Series Indenture.

Maintenance of Security (Section 606 of the Indenture)

The Authority covenants that, except as otherwise expressly permitted by the Indenture or a Series Indenture, it will not sell, convey, mortgage, encumber or otherwise dispose of the money held for the credit of any Fund or Account created under the Indenture.

Cash Flow Certificates and Cash Flow Statements (Section 607 of the Indenture)

Prior to taking any of the following actions the Authority shall file with the Trustee a Cash Flow Certificate or a Cash Flow Statement, as appropriate, accompanied by a Rating Certificate:

(i) issuing any Series of Bonds (except no Rating Certificate is required for the initial Series of Bonds);

(ii) making any supplement or amendment to a Series Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below;

(iii) entering into any Hedge Agreement;

(iv) remarketing any Bonds in connection with a change in tender period except as required at the time of their issuance; or

(v) causing amounts to be transferred from Authority Program Accounts to the Authority.

Prior to taking any of the following actions, the Authority shall file with the Trustee either a Cash Flow Certificate or a Cash Flow Statement, as appropriate:

(i) any purchase or redemption of Bonds (other than mandatory redemption pursuant to Sinking Fund Requirements, other mandatory redemptions as provided in a Series Indenture, purchases of Bonds as provided in Section 405 of the Indenture, and any purchase or redemption of Bonds that is consistent with the assumptions set forth in the most recently filed Cash Flow Statement);

(ii) any withdrawal of amounts from the Revenue Fund pursuant to Section 405 of the Indenture to pay Expenses as described in (2)(ii) under "Revenue Fund" above, or to a Series Program Account or Authority Program Account as described in (6) under "Revenue Fund" above, or to the Authority free and clear of the pledge and lien of the Indenture as described in (6) under "Revenue Fund" above;

(iii) any amendment or sale or other disposition of Mortgage Loans not in default or Mortgage-Backed Securities not in default that would cause the aggregate principal amount of the Mortgage Loans and Mortgage-Backed Securities amended or sold or disposed of since filing of the last Cash Flow Statement to exceed five percent (5%) of the aggregate principal amount of all Mortgage Loans and Mortgage-Backed Securities;

(iv) any use of Recoveries of Principal with respect to Mortgage Loans or Mortgage-Backed Securities (other than Mortgage Loans or Mortgage-Backed Securities acquired solely with amounts in any Authority Program Account) for any use other than purchase or redemption of Bonds or payment of scheduled debt service;

(v) any transfer of amounts from the Redemption Account to an Account of the Program Fund pursuant to Section 406 of the Indenture as described in the last paragraph under "Use of Amounts in Redemption Account for Purchase or Redemption" above;

(vi) any payment of Expenses described in clause (ii) of the definition thereof in Section 101 of the Indenture (see "Certain Definitions" above); or

(vii) making any material change not consistent with the assumptions set forth in the most recently filed Cash Flow Statement.

A Cash Flow Certificate with respect to any action is a certificate of an Authorized Representative stating that the action is consistent with the assumptions set forth in the most recently filed Cash Flow Statement.

A Cash Flow Statement is a certificate of an Authorized Representative stating that each set of cash flow projections included in the certificate demonstrates that there will at all times be available sufficient amounts in the Funds and Accounts to pay timely all principal of and interest on the Bonds, and to make when due all Hedge Payments that are payable from the Revenue Fund (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below), and to fund the Reserve Fund to the Reserve Fund Requirement, and to pay Expenses described in clause (i) of the definition thereof in Section 101 of the Indenture (see "Certain Definitions" above), under the assumptions set forth in the Cash Flow Statement. A Cash Flow Statement may include a single set of cash flow projections or more than one set of cash flow projections, and each set of projections shall set forth the assumptions, which shall be consistent with the Authority's reasonable expectations at the time such Cash Flow Statement is filed, as to actions to be taken pursuant to the Indenture and as to the characteristics and behavior of Pledged Property and of the Authority's payment obligations under the Indenture, upon which such projections are based. Amounts credited to the Special Program Fund (other than amounts restricted to the payment of debt service on the Bonds) shall not be taken into account when preparing a Cash Flow Statement.

Tax Covenants (Section 608 of the Indenture)

The Authority shall at all times perform the applicable tax covenants contained in any applicable Series Indenture and in any tax certificate of the Authority related to a Series of Bonds.

Enforcement of Rights Under Mortgage Loans (Section 609 of the Indenture)

The Authority covenants to enforce all its rights and obligations under and pursuant to the Mortgage Loans as determined by the Authority in its discretion to be necessary to obtain payment as due, subject to the rights of the Authority under Section 602 of the Indenture as described in the second paragraph under "Security Interests" above, and to comply with the Act and all covenants with regard to federal income taxation of interest on those Bonds. The Authority agrees that the Trustee, in the name of the Authority, may enforce all rights of the Authority under and pursuant to the Mortgage Loans for and on behalf of the Bondowners pursuant to Section 704 of the Indenture (see "Enforcement of Remedies" below), whether or not an Event of Default exists. The Trustee shall be under no obligation to service the Mortgage Loans itself, but shall use its best efforts to obtain servicing for the Mortgage Loans to the extent that the Authority informs the Trustee in writing, or the Trustee concludes upon an Event of Default, that the Authority is unable to perform or obtain such servicing. This Section does not apply to Mortgage Loans that are included in the pool of loans with respect to which a Mortgage-Backed Security is issued.

Maintenance of Corporate Existence of Authority (Section 610 of the Indenture)

The Authority shall at all times use its best efforts to maintain its corporate existence and to maintain, preserve and renew all its rights, powers, privileges and franchises, and it will comply with all valid acts, rules, regulations, orders and directions of any legislative, administrative or judicial body applicable to the Indenture and any Series Indenture.

Books and Records (Section 611 of the Indenture)

The Trustee shall keep proper books of record and account in which complete and correct entries shall be made of all transactions relating to the receipts, disbursements, allocations and applications of all money received by the Trustee under the Indenture, and such books shall be available for inspection by the Authority and any Bondowner during business hours, upon reasonable notice and under reasonable conditions.

On or before the tenth business day of each month the Trustee shall furnish to the Authority in accordance with Section 806 of the Indenture (see "Monthly Statements from Trustee" below) a written statement of the Funds and Accounts held pursuant to the Indenture and any Series Indenture.

The Authority shall keep proper books of records and account for all its transactions, other than those recorded in the books maintained by the Trustee pursuant to the first paragraph above, and such books shall be available for inspection by the Trustee and any Bondowner during business hours and upon reasonable notice.

Annual Audit (Section 612 of the Indenture)

The Authority shall annually, within 180 days of the end of each Fiscal Year, file with the Trustee and each Rating Agency a copy of its audited financial statements for its previous Fiscal Year, accompanied by the related report of an Accountant. The Trustee shall have no duty to review, analyze or verify such financial statements and shall hold such financial statements solely as a repository for the benefit of the Bondowners. The Trustee shall not be deemed to have notice of any information contained therein or event of default which may be disclosed therein in any manner.

Program Covenants (Section 613 of the Indenture)

The Authority covenants (a) that no Mortgage Loan shall be financed by the Authority under the Indenture unless the Mortgage Loan complies in all respects with the Act in effect on the date of financing and (b) to comply with the applicable Series Program Determinations and Authority Program Determinations.

Notice of an Event of Default (Section 614 of the Indenture)

The Authority shall promptly notify the Trustee in writing of the occurrence of an Event of Default.

Mortgage-Backed Securities (Section 615 of the Indenture)

Each Mortgage-Backed Security acquired by the Trustee on behalf of the Authority shall be held at all times by the Trustee or its designee in trust for the benefit of the Owners of the Bonds and shall be held in book-entry form as described in this paragraph. A Mortgage-Backed Security will be issued in book-entry form through the book-entry system of the Federal Reserve System, pursuant to which the Mortgage-Backed Security shall have been registered on the books of the New York or other branch of the Federal Reserve Bank in the name of the Trustee or a depositary acting on its behalf (in either case, acting as a "Participant" as defined in 31 CFR §357.2, as made applicable to 24 CFR Part 81 and 24 CFR Part 350); and if held by a depositary, the Trustee shall have received confirmation in writing that the Depository is holding such Mortgage-Backed Security on behalf of, and has identified such Mortgage-Backed Security on its records as belonging to, the Trustee. If the Trustee does not receive payment or advice of payment from the depository with respect to a Mortgage-Backed Security when due by the close of business on the day of the month specified in such Mortgage-Backed Security (or the next business day if the day so specified is not a business day), the Trustee shall make demand by telephone for payment in immediately available funds from the issuer of the Security (in the case of Fannie Mae Securities or FHLMC Securities) or from GNMA in the case of GNMA Securities in accordance with the terms of the Mortgage-Backed Security, the GNMA Guaranty Agreement (in the case of GNMA Securities) or the guaranties made by Fannie Mae or FHLMC (in the case of Fannie Mae Securities and FHLMC Securities, respectively). Notwithstanding the foregoing provisions of this paragraph, in the case of a Mortgage-Backed Security that is a participation interest in a Fannie Mae Security, an FHLMC Security or a GNMA Security pursuant to a Participation Agreement, such Fannie Mae Security, FHLMC Security or GNMA Security may be held in book-entry form as provided in this paragraph by a party to the Participation Agreement other than the Trustee and, if so held, the Participation Agreement shall require such other party to make the demand referred to in this paragraph.

The Authority will take whatever action is required by law from time to time to pledge the Mortgage-Backed Securities to the Trustee.

The Authority shall diligently enforce and shall take all reasonable steps, actions and proceedings necessary for the enforcement of all terms, covenants and conditions of all Mortgage-Backed Securities, including but not limited to the prompt payment of all amounts due to the Authority under the Mortgage-Backed Securities. The Authority shall at all times, to the extent permitted by law, defend, enforce, preserve and protect the rights and privileges of the Authority under or with respect to each Mortgage-Backed Security. This Section shall not be construed to prevent the Authority from settling a default on any Mortgage-Backed Security on such terms as the Authority shall determine to be in the best interest of the Authority and the Owners of the Bonds.

The Trustee shall diligently enforce all terms, covenants and conditions of the Mortgage-Backed Securities. The Trustee shall duly and punctually exercise its rights under the applicable GNMA Guaranty Agreements, guaranties by Fannie Mae of Fannie Mae Securities and guaranties by FHLMC of FHLMC Securities. The Trustee shall in a timely manner give all notices and take all actions necessary to preserve and protect the respective guaranties of the Mortgage-Backed Securities.

Extension of Maturities or Claims for Interest (Section 701 of the Indenture)

Neither the Trustee nor the Authority shall consent or agree directly or indirectly to extend the time for payment of any principal of or interest on any Bond. In case the time for the payment of the principal of or interest on any Bond shall be extended, whether or not such extension be by or with the consent of the Authority, such principal or interest so extended shall not be entitled in case of default under the Indenture to the benefit or security of the Indenture unless the principal of and interest on all Outstanding Bonds (the time for the payment of interest which has not been extended) is paid in full.

Events of Default (Section 702 of the Indenture)

An "Event of Default" occurs if:

(i) payment of interest on or the principal or Redemption Price of any of the Bonds is not made when due and payable; or

(ii) default in the due and punctual performance of any other covenants or agreements contained in the Bonds or in the Indenture or any Series Indenture and such default continues for ninety (90) days after written notice requiring the default to be remedied, has been given to the Authority by the Trustee. The Trustee may give such notice in its discretion and shall give such notice at the written request of the owners of not less than twenty-five percent (25%) in aggregate principal amount of Bonds then Outstanding. However, if such default can be remedied, so long as following such notice the Authority is diligently taking actions to remedy such default, such default shall not be an Event of Default.

Acceleration of Maturity (Section 703 of the Indenture)

Upon the happening and continuance of any Event of Default described in clause (i) under "Events of Default" above (except as may be limited in a Series Indenture, as described in the last paragraph under "Enforcement of Remedies" below), then and in every such case the Trustee may and, subject to Section 802 of the Indenture, upon the written direction of the Owners of not less than two-thirds (2/3) in aggregate principal amount of the Outstanding Bonds shall, by notice in writing to, the Authority, declare the principal of all the Outstanding Bonds (if not then due and payable) to be due and payable immediately. Upon such declaration, the principal of all Outstanding Bonds shall become immediately due and payable, anything contained in the Bonds or in the Indenture to the contrary notwithstanding. However, if at any time after the principal 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 Event of Default, or before the completion of the enforcement of any other remedy under the Indenture, money shall have accumulated in the Debt Service Account sufficient to pay the principal of all matured Bonds and all arrears of interest, if any, upon all the Outstanding Bonds (except the principal and interest of any Bonds which have become due and payable by reason of such declaration and except the principal of any Bonds not then due and payable by their terms and the interest accrued on such Bonds since the last interest payment date), and the charges, compensation, expenses, disbursements, advances and liabilities of the Trustee and the Authority and all other amounts then payable by the Authority under the Indenture have been paid or a sum sufficient to make that payment has been deposited with the Trustee, and every other default known to the Trustee in the observance or performance of any covenant, condition or agreement or provision contained in the Bonds or in the Indenture (except a default in the payment of the principal of such Bonds then due and payable only because of a declaration under this Section) has been remedied to the satisfaction of the Trustee, then and in every such case the Trustee may, and upon the written request of the Owners of not less than two-thirds (2/3) in aggregate principal amount of the Outstanding Bonds not then due and payable by their terms shall, by written notice to the Authority, rescind and annul such declaration and its consequences. No such rescission or annulment shall extend to or affect any subsequent default or impair any right consequent to it.

Enforcement of Remedies (Section 704 of the Indenture)

Upon the happening and continuance of any Event of Default, then and in every such case the Trustee may, and upon the written direction of the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds shall proceed, subject to the provisions of Section 802 of the Indenture (see "Trustee Entitled to Indemnity" below), to protect and enforce its rights and the rights of the Bondowners under applicable laws or under the Indenture by such suits, actions or special proceedings in equity or at law, or by proceedings in the office of any board or officer having jurisdiction, either for the specific performance of any covenant or agreement contained in the Indenture or in aid or execution of any power granted in the Indenture or for the enforcement of any proper legal or equitable remedy, as the Trustee, being advised by counsel, shall deem most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Indenture the Trustee shall be entitled (1) to sue for, enforce payment of and recover judgment for, in its own name as Trustee of an express trust, any and all amounts then or after any default becoming, and at any time remaining, due from the Authority for unpaid principal, premium, if any, interest or otherwise under any of the provisions of the Indenture or the Bonds, with, to the extent permitted by the applicable law, interest on overdue payments of principal of and interest at the rate or rates of interest specified in the Bonds, together with any and all costs and expenses of collection and of all proceedings under the Indenture and under the Bonds, without prejudice to any other right or remedy of the Trustee or of the Bondowners, and (2) to recover and enforce any judgment or decree against the Authority, but solely as provided in the Indenture, the Series Indenture, and in the Bonds, for any portion of such amounts remaining unpaid and interest, costs and expenses as above provided, and to collect, in any manner provided by law, the money adjudged or decreed to be payable.

Regardless of the happening of an Event of Default, the Trustee may, and, subject to Section 802 of the Indenture (see "Trustee Entitled to Indemnity" below), if requested in writing by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds, shall institute and maintain such suits and proceedings as it may be advised are necessary or expedient (i) to prevent any impairment of the Pledged Property by any acts which may be unlawful or in violation of the Indenture or of any Series Indenture or (ii) to preserve or protect the interest of the Bondowners, 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 Owners of Bonds not making such request.

If a covenant is set forth in a Series Indenture, limitations on the remedies available upon an Event of Default related to such covenant may be set forth in such Series Indenture.

Trustee May File Claim in Bankruptcy (Section 705 of the Indenture)

In case of the pendency of any receivership, insolvency, liquidation, bankruptcy, reorganization, arrangement, adjustment, composition or other similar judicial proceeding relative to the Authority, its property or creditors, the Trustee (irrespective of whether the principal of the Bonds shall then be due and payable or by declaration or otherwise and irrespective of whether the Trustee has made any demand on the Authority for the payments equal to overdue principal or interest) shall be entitled and empowered, by intervention in such proceeding or otherwise,

(i) to file and prove a claim for the whole amount of the principal, and premium, if any, and interest in respect of the Bonds and to file such other papers or documents as may be necessary or advisable in order to have the claims of the Trustee (including any claim for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel) and of the Bondowners allowed in such judicial proceeding; and

(ii) to collect and receive any money or other property payable or deliverable on any such claims and to distribute them;

and any receiver, assignee, trustee, liquidator, sequestrator (or other similar official) in any such judicial proceeding is authorized by each Bondowner to make such payments to the Trustee, and if the Trustee consents to the making of such payments directly to the Bondowners, to pay to the Trustee any amount due to it for the reasonable compensation, expenses, disbursements and advances of the Trustee, its agents and counsel, and any other amounts due the Trustee under Sections 802 and 805 of the Indenture (see "Trustee Entitled to Indemnity" and "Compensation and Indemnification of Trustee" below).

Pro Rata Application of Funds (Section 706 of the Indenture)

Notwithstanding anything in the Indenture to the contrary, if at any time the money in the Funds and Accounts maintained under the Indenture is not sufficient to pay the principal of or interest on the Bonds as they become due and payable (either by the terms of the Bonds or by acceleration of maturities under the provisions of Section 703 of the Indenture as described under "Acceleration of Maturity" above) and Hedge Payments payable from the Revenue Fund (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below) that are then due and payable, such money, together with any money then or later available for such purpose, whether through the exercise of the remedies provided for in this Article or otherwise, shall be applied, following the satisfaction of any payments due to the Trustee under the provisions of Section 802 and 805 of the Indenture (see "Trustee Entitled to Indemnity" and "Compensation and Indemnification of Trustee" below) and payment of such Expenses as the Trustee concludes shall enhance the value of the Pledged Property, as follows:

(i) if the principal of all the Bonds has not become or has not been declared due and payable, all such money shall be applied:

first: to the payment of all installments of interest (except interest on overdue principal) on Bonds, and Hedge Payments that are payable from the Revenue Fund on a parity with interest on Bonds (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below), then accrued and unpaid in the chronological order in which such installments of interest and such Hedge

Payments accrued and, if the amount available is not sufficient to pay in full any particular installment of interest and all such Hedge Payments accruing on the same date as such installment, then to the payment, ratably, according to the amounts due on such installment and the amounts of such Hedge Payments accruing on the same date as such installment, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds and the Hedge Agreements under which such Hedge Payments are due;

second: to the payment of all Hedge Payments that are subordinate to payment of interest on Bonds (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below) and are then accrued and unpaid in the chronological order in which such Hedge Payments accrued and, if the amount available is not sufficient to pay in full all such Hedge Payments accruing on any date, then to the payment, ratably, according to the amounts of such Hedge Payments accruing on the such date, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Hedge Agreements under which such Hedge Payments are due;

third: to the payment of the unpaid principal of any of the Bonds which have become due and payable (except Bonds selected for redemption for the payment of which, money is held pursuant to the provisions of the Indenture) in the order of their stated payment dates (including dates of redemption pursuant to Sinking Fund Requirements or pursuant to other mandatory redemption requirements that are payable from the Debt Service Account as provided in a Series Indenture), with interest on the principal amount of such Bonds at the respective rates specified in such Bonds from the respective dates upon which such Bonds became due and payable, and, if the amount available is not sufficient to pay in full the principal of the Bonds by their stated terms due and payable (including by redemption pursuant to Sinking Fund Requirements or such other mandatory redemption requirements) on any particular date together with such interest, then (1) to the payment first of such interest, ratably, according to the amount of such interest due on such date, and (2) to the payment of such principal, ratably, according to the amount of such principal due on such date, of Bonds without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds;

fourth: to the payment of the interest on and the principal of the Bonds, to the purchase and retirement of Bonds and to the redemption of the Bonds, all in accordance with the provisions of Article III of the Indenture.

(ii) if the principal of all the Bonds has become or has been declared due and payable, all such money shall be applied:

first: to the payment of the principal and premium, if any, and interest then accrued and unpaid upon the Bonds and Hedge Payments that are payable from the Revenue Fund on a parity with interest on Bonds (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below) and are then accrued and unpaid, without preference or priority of principal over interest or of interest over principal, or of principal and interest over such Hedge Payments or of such Hedge Payments over principal and interest, or of any daily accrual of interest or Hedge Payments over any other daily accrual of interest or Hedge Payments, or of any Bond or Hedge Payment over any other Bond or Hedge Payment, ratably, according to the amounts due respectively for principal, interest and Hedge Payments, without any discrimination or preference except as to the respective rates of interest specified in the Bonds and the Hedge Agreements under which such Hedge Payments are due;

second: to the payment of all Hedge Payments that are subordinate to payment of interest on Bonds (as provided in a Series Indenture or in a Supplemental Indenture as described in clause (ix) under "Bondowners' Consent Not Required" below) and are then accrued and unpaid, without preference or priority of any daily accrual Hedge Payments over any other daily accrual of Hedge Payments, or of Hedge Payment over any other Hedge Payment, ratably, according to the amounts due, without any discrimination or preference except as to the respective rates of interest specified in the Hedge Agreements under which such Hedge Payments are due.

(iii) if the principal of all the Bonds has been declared due and payable and if such declaration has been rescinded and annulled under the provisions of Section 703 of the Indenture (see "Acceleration of Maturity" above), then, subject to the provisions of paragraph (ii) above if the principal of all the Bonds later becomes or is declared to be due and payable, the money remaining in and later accruing to the Debt Service Account and the Reserve Fund, together with any other money held by the Trustee under the Indenture, shall be applied in accordance with the provisions of paragraph (i) above.

The provisions of paragraphs (i), (ii) and (iii) above are in all respects subject to the provisions of Section 701 of the Indenture (see "Extension of Maturities or Claims for Interest" above).

Whenever money is to be applied by the Trustee as described under this heading "Pro Rata Application of Funds," such money shall be applied by the Trustee at such times, and from time to time, as the Trustee in its sole discretion shall determine, having due regard to the amount of such money available for application and the likelihood of additional money becoming available for such application in the future. The deposit of such money with any paying agent, or otherwise setting aside such money, in trust for the proper purpose shall constitute proper application by the Trustee. The Trustee shall incur no liability to the Authority, to any Bondowner or to any other person for any delay in applying any such money, so long as the Trustee acts with reasonable diligence, having due regard to the circumstances, and ultimately applies the money in accordance with the provisions of the Indenture. Whenever the Trustee exercises discretion in applying money, it shall fix the date (which shall be an interest payment date unless the Trustee shall deem another date more suitable) upon which such application is to be made and upon such date interest on the amounts of principal to be paid on such date shall cease to accrue. The Trustee shall give such notice as it may deem appropriate of the fixing of any such date, and shall not be required to make payment to the Owner of any Bond until such Bond surrendered to the Trustee for appropriate endorsement, or for cancellation if fully paid.

Effect of Discontinuance of Proceedings (Section 707 of the Indenture)

In case any proceeding taken by the Trustee or Bondowners on account of any Event of Default has been discontinued or abandoned for any reason, then and in every such case the Authority, the Trustee and the Bondowners shall be restored to their former positions and rights under the Indenture, respectively, and all rights, remedies, powers and duties of the Trustee shall continue as though no proceeding had been taken.

Owners of Majority in Principal Amount of Bonds May Control Proceedings (Section 708 of the Indenture)

Notwithstanding anything in the Indenture to the contrary, the Owners of a majority in principal amount of the Bonds then Outstanding shall have the right, subject to the provisions of Sections 711 and

802 of the Indenture (see “Limitation on Trustee’s Acquisition of Real Estate” and “Trustee Entitled to Indemnity” below), by an instrument or concurrent instruments in writing executed and delivered to the Trustee, to direct the method and place of conducting all remedial proceedings to be taken by the Trustee or exercising any trust or power conferred upon the Trustee, provided that such direction shall not be otherwise than in accordance with law, the provisions of the Indenture and the Act and, in the sole judgment of the Trustee, is not unduly prejudicial to the interests of Bondowners not joining in such direction. Nothing in the preceding sentence 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 Bondowners.

Restrictions Upon Actions by Individual Bondowners (Section 709 of the Indenture)

No Owner of any of the Bonds shall have any right to institute any suit, action or proceeding in equity or at law on any Bond or to enforce the Indenture or any Series Indenture unless such Owner previously has given to the Trustee written notice of the Event of Default on account of which such suit, action or proceeding is to be instituted, and unless also the Owners of not less than fifteen percent (15%) in aggregate principal amount of the Bonds then Outstanding have made written request of the Trustee after the right to exercise such powers or right of action, as the case may be, has accrued, and have afforded the Trustee a reasonable opportunity either to proceed to exercise the powers granted by the Indenture or to institute such action, suit or proceeding in its or their name, and unless, also, there shall have been offered to the Trustee reasonable security and indemnity against the costs, expenses and liabilities to be incurred as a result, and the Trustee has refused or neglected to comply with such request within a reasonable time. Such notification, request and offer of indemnity are declared in every such case, at the option of the Trustee, to be conditions precedent to the execution of the powers and trusts of the Indenture or to any other remedy under it. However, notwithstanding the foregoing provision of this paragraph, the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Bonds then Outstanding may institute any such suit, action or proceeding in their own names for the benefit of all Owners of Bonds. Except as otherwise above provided, no one or more Owners of the Bonds secured by the Indenture shall have any right in any manner whatever by his or their action to affect, disturb or prejudice the security of the Indenture, or to enforce any right under it except in the manner provided in the Indenture. All suits, actions and proceedings at law or in equity shall be instituted and maintained in the manner provided and for the benefit of all Owners of such Outstanding Bonds. Any individual right of action or other right given to one or more of such Owners by law is restricted by the Indenture to the rights and remedies provided.

Notwithstanding the immediately preceding paragraph, nothing in Sections 701 through 716 of the Indenture shall affect or impair the right of any Bondowner to enforce the payment of the principal of and interest on that Owner’s Bond, or obligation of the Authority to pay the principal of and interest on each Bond to its Owner.

Actions by Trustee (Section 710 of the Indenture)

All rights of action under the Indenture or under any of the Bonds enforceable by the Trustee may be enforced by it without the possession of any of the Bonds or the production of the Bonds in the trial or other proceeding relative to them, and any such suit, action or proceeding instituted by the Trustee shall be brought in its name for the benefit of all of the Owners of such Bonds, subject to the provisions of the Indenture.

Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the Trustee and of the Bondowners under the Indenture, the Trustee shall be entitled as a matter of right to the appointment of a receiver or receivers of the Pledged Property, pending such proceedings with such powers as the court making such appointment shall confer, whether or not any such amounts payable shall be deemed sufficient ultimately to satisfy the Bonds Outstanding.

Limitation on Trustee's Acquisition of Real Estate (Section 711 of the Indenture)

The Trustee shall not acquire possession of or take any other action with respect to any real estate securing any Mortgage Loan, if as a result of any such action, the Trustee would be considered to hold title to, to be a "mortgagee-in-possession of," or to be an "owner" or "operator" of any such real estate within the meaning of the Comprehensive Environmental Responsibility Cleanup and Liability Act of 1980, as amended from time to time, unless the Trustee has previously determined, based on a report prepared by a person who regularly conducts environmental audits, that:

(i) such real estate is in compliance with applicable environmental laws or, if not, that it would be in the best interest of the Owners of the Bonds to take such actions as are necessary for such real estate to comply with such laws; and

(ii) there are not circumstances present at such real estate relating to the use, management or disposal of any hazardous wastes for which investigation, testing, monitoring, containment, clean-up or remediation could be required under any federal, state or local law or regulation, or that if any such materials are present for which such action could be required, that it would be in the best economic interest of the Owners of the Bonds to take such actions with respect to such real estate.

The environmental audit report contemplated by this Section shall not be prepared by an employee or affiliate of the Trustee, but shall be prepared by a person who regularly conducts environmental audits for purchasers of commercial property, as determined (and, if applicable, selected) by the Trustee, and the cost of the audit shall be paid by the Authority or paid from the Pledged Property (as Expenses).

No Remedy Exclusive (Section 712 of the Indenture)

No remedy conferred upon or reserved to the Trustee or to the Owners of the Bonds is intended to be exclusive of any other remedy or remedies provided. Each and every such remedy shall be cumulative and shall be in addition to every other remedy given under the Indenture or by law.

No Delay or Omission Construed to be a Waiver (Section 713 of the Indenture)

No delay or omission of the Trustee or of any Owner of the Bonds to exercise any right or power shall impair any such right or power or shall be construed to be a waiver of any such default or an acquiescence in such default. Every power and remedy given by the Indenture to the Trustee and to the Owners of the Bonds, respectively, may be exercised from time to time and as often as may be deemed expedient.

Waiver of Defaults (Section 714 of the Indenture)

The Trustee, upon written direction of the Owners of not less than a majority in aggregate principal amount of the Outstanding Bonds, shall waive any Event of Default, which in the opinion of those Owners has been remedied before the entry of final judgment or decree in any suit, action or proceeding instituted by them under the provisions of the Indenture or before the completion of the enforcement of any other remedy under the Indenture, but no such waiver shall extend to or affect any other existing or any subsequent Event or Events of Default or impair any rights or remedies consequent to it.

Notice of an Event of Default (Section 715 of the Indenture)

The Trustee shall send to the Authority and to all Bondowners by first class mail, postage prepaid, written notice of the occurrence of any Event of Default within thirty (30) days after the Trustee has received written notice of such Event of Default from the Authority, subject to the provisions of Section 708 of the Indenture (see "Owners of Majority in Principal Amount of Bonds May Control Proceedings" above), that any such Event of Default has occurred. The Trustee shall not, however, be subject to any liability to any Bondowner by reason of a failure to mail any such notice.

Right to Appoint Statutory Trustee Abrogated (Section 715 of the Indenture)

In accordance with the provisions of Section 17 of the Act, Sections 25 and 26 of the Act shall not apply to the Bonds.

Acceptance of Trusts and Duties (Section 801 of the Indenture)

The Trustee accepts the duties and obligations and agrees to execute the trusts imposed upon it by the Indenture but only upon the terms and conditions set forth in this Article and subject to the provisions of the Indenture. Prior to the occurrence of an Event of Default and after the curing of all Events of Default, the Trustee undertakes to perform only those duties as are specifically set forth in the Indenture and to perform such trusts as an ordinarily prudent trustee under a bond indenture. No implied covenants or obligations should be read into the Indenture against the Trustee. If an Event of Default has occurred and is continuing, the Trustee shall, subject to Section 802 of the Indenture, exercise such of the rights and powers vested in it by the Indenture, and shall use the same degree of care a prudent person would exercise in the circumstances in the conduct of such person's own affairs.

Trustee Entitled to Indemnity (Section 802 of the Indenture)

The Trustee shall be under no obligation to institute any suit, or to take any remedial proceeding under the Indenture, or to enter any appearance or in any way defend in any suit in which it may be named as a defendant, or to take any steps in the execution of the trusts created or in the enforcement of any rights and powers, until it is indemnified to its satisfaction against any and all costs and expenses, outlays and counsel fees and other reasonable disbursements, and against all liability (including, but not limited to, any liability arising directly or indirectly under any federal, state or local statute, rule, law or ordinance related to the protection of the environment or hazardous substances), except liability which is adjudicated to have resulted from its negligence or willful default in connection with any action so taken. The Trustee may, nevertheless, begin suit, or appear in and defend suit, or do anything else in its judgment proper to be done by it as such Trustee, without indemnity. In such case the Authority shall reimburse, from the Pledged Property (as Expenses), the Trustee for all costs and expenses, outlays and counsel fees and other reasonable disbursements properly incurred in connection with such action.

Limitation of Obligations and Responsibilities of Trustee (Section 803 of the Indenture)

The Trustee shall be under no obligation (a) to effect or maintain insurance or to renew any policies of insurance or to inquire as to the sufficiency of any policies of insurance carried by the Authority, (b) to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur or (c) to keep itself informed or advised as to the payment of any taxes or assessments, or to require any such payment to be made. The Trustee shall be under no obligation to record or file the Indenture, or any other security instruments and financing statements, or continuation statements with respect to it, except pursuant to directions from the Authority, in form and substance satisfactory to the Trustee, set forth in an Authority Request. The Trustee shall have no responsibility in respect of the validity, sufficiency, due execution or acknowledgment by the Authority of the Indenture, or in respect of the validity of the Bonds or their due execution or issuance. The Trustee shall be under no obligation to see that any duties imposed upon the Authority or any party other than itself, or any covenants on the part of any party other than itself to be performed, be done or performed, and the Trustee shall be under no obligation for failure to see that any such duties or covenants are so done or performed. The Trustee may execute any of the trusts or powers of the Indenture and perform any of its duties by or through attorneys, agents, receivers or employees but shall be answerable for the conduct in accordance with the standard specified above and the Trustee shall be entitled to advice of counsel concerning all matters of trusts and duties under the Indenture, and may pay reasonable compensation to any lawyer or agent retained by it under the Indenture. The Trustee may act upon the opinion or advice of an attorney, surveyor, engineer or accountant selected by it in the exercise of reasonable care or, if selected or retained by the Authority, approved by the Trustee in the exercise of such care. The Trustee shall not be responsible for any loss or damage resulting from any action or nonaction based on its good faith reliance upon such opinion or advice.

The permissive right of the Trustee to do things enumerated in the Indenture shall not be construed as a duty. The Trustee shall not be answerable for other than its gross negligence or willful default. The Trustee may (but shall be under no duty to) require of the Authority full information and advice as to the performance of the covenants, conditions and agreements in the Indenture.

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

All money received by the Trustee shall, until used or applied or invested as provided in the Indenture or a Series Indenture, be held in trust for the purposes for which they were received but need not be segregated from other funds except to the extent required by law, by the Indenture or a Series Indenture. The Trustee shall not be under any liability for interest on any money received under the Indenture except such as may be agreed upon with the Authority.

Trustee Not Liable for Failure of Authority to Act (Section 804 of the Indenture)

The Trustee shall not be liable or responsible because of the failure of the Authority or of any of its employees or agents to make any collections or deposits or to perform any act required of the Authority. The Trustee shall not be responsible for the application of any of the proceeds of the Bonds or any other money deposited with it and paid out, withdrawn or transferred if such application, payment, withdrawal or transfer is made in accordance with the provisions of the Indenture and Series Indentures. The immunities and exemptions from liability of the Trustee shall extend to its directors, officers, employees, attorneys and agents.

Compensation and Indemnification of Trustee (Section 805 of the Indenture)

Subject to the provisions of any contract between the Authority and the Trustee relating to the compensation of the Trustee, the Authority shall pay, from the Pledged Property (as Expenses), to the Trustee reasonable compensation for all services performed by it and also all its reasonable expenses, charges and other disbursements and those of its attorneys, agents and employees incurred in and about the administration and execution of the trusts created and the performance of its powers and duties, and from such source only, shall indemnify and save the Trustee harmless against any liabilities, losses, damages, costs and expenses (including attorney's fees and expenses of the Trustee), causes of action, suits, claims, demands and judgments of any kind and nature which it may incur in the exercise and performance of its powers and duties. Such indemnification shall survive any resignation or removal of the Trustee.

Monthly Statements from Trustee (Section 806 of the Indenture)

The Trustee shall, on or before the 10th day of each month, file with the Authority a statement setting forth in respect of the preceding calendar month:

(i) the amount withdrawn or transferred by it and the amount deposited within or to the account of each Fund and Account held by it under the provisions of the Indenture,

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

(iii) a brief description of all Investment Obligations held by it in each such Fund and Account,

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

(v) any other information which the Authority may reasonably request.

All records and files pertaining to the trusts in the custody of the Trustee shall be open at all reasonable times to the inspection of the Authority and its agents and representatives.

Trustee May Rely on Certificates (Section 807 of the Indenture)

If at any time it is necessary or desirable for the Trustee to make any investigation respecting any fact preparatory to taking or not taking any action or doing or not doing anything as such Trustee, and in any case in which the Indenture provides for permitting or taking any action, the Trustee may rely conclusively upon any certificate, requisitions, opinion or other instrument required or permitted to be filed with it under the provisions of the Indenture. Any such instrument shall be conclusive evidence of such fact to protect the Trustee in any action that it may or may not take or in respect of anything it may or may not do, in good faith, by reason of the supposed existence of such fact. Except as otherwise provided in the Indenture, any request, notice, certificate or other instrument from the Authority to the Trustee shall be deemed to have been signed by the proper party or parties if signed by an Authorized Representative, and the Trustee may accept and rely upon a certificate signed by an Authorized Representative as to any action taken by the Authority.

Notice of Default (Section 808 of the Indenture)

Except upon the happening of any Event of Default described in clause (i) under "Events of Default" above, the Trustee shall not be obliged to take notice or be deemed to have notice of any Event of Default unless specifically notified in writing of such Event of Default by the Authority or by the Owners of not less than twenty-five percent (25%) in aggregate principal amount of the Outstanding Bonds. Such notice must, in order to be effective, be delivered to a Responsible Officer of the Trustee at the corporate trust office of the Trustee referred to in Section 1202 of the Indenture (see "Manner of Giving Notice" below), and in the absence of such notice so delivered the Trustee may conclusively assume there is no Event of Default.

Trustee May Deal in Bonds (Section 809 of the Indenture)

The bank, trust company or national banking association acting as Trustee under the Indenture, and its directors, officers, employees or agents, may in good faith buy, sell, own, hold and deal in any of the

Bonds issued under and secured by the Indenture, may join in any action which any Bondowner may be entitled to take with like effect as if such bank, trust company or national banking association were not the Trustee under the Indenture, may engage or be interested in any financial or other transaction with the Authority and may maintain any and all other general banking and business relations with the Authority as if the Trustee were not a party to the Indenture. No implied covenant shall be read into the Indenture against the Trustee in respect of such matters.

Trustee Not Responsible for Recitals (Section 810 of the Indenture)

The recitals, statements and representations contained in the Indenture and in the Bonds (excluding the certificate of authentication on the Bonds) shall be taken and construed as made by and on the part of the Authority and not by the Trustee, and the Trustee assume and shall be under no responsibility for their correctness.

Trustee Protected in Relying on Certain Documents (Section 811 of the Indenture)

The Trustee or Fiscal Agent shall be protected and shall incur no liabilities in acting or proceeding, or in not acting or not proceeding, in good faith, reasonably and in accordance with the terms of the Indenture or any Series Indenture, upon any indenture, order, notice, request, consent, waiver, certificate, statement, affidavit, requisition, bond or other paper or document which it shall in good faith reasonably believe to be genuine and to have been adopted or signed by the proper board or person to have been prepared and furnished pursuant to any of the provisions of the Indenture or any Series Indenture, or upon the written opinion of any attorney, engineer or accountant believed by the Trustee, as applicable, to be qualified in relation to the subject matter, and the Trustee shall be under no duty to make any investigation or inquiry as to any statement contained or matters referred to in such an instrument. The Trustee shall not be under any obligation to see to the recording or filing of the Indenture or any Series Indenture.

Notwithstanding anything to the contrary in the Indenture, the Trustee shall accept and act upon instructions, including funds transfer instructions ("Instructions") given pursuant to the Indenture and any Series Indenture and complying with the requirements of the Indenture and such Series Indenture but delivered using Electronic Means, rather than in writing and signed by an Authorized Representative; provided, however, that the Trustee may at any time cease (or suspend) accepting Instructions delivered pursuant to Electronic Means with immediate effect by notice to the Authority; and provided further, however, that the Authority shall provide to the Trustee an incumbency certificate listing Authorized Representative with the authority to provide such Instructions and containing specimen signatures of such Authorized Representatives, which incumbency certificate shall be amended by the Authority whenever a person is to be added or deleted from the listing. Because the Trustee cannot determine the identity of the actual sender of Instructions delivered using Electronic Means, the Trustee shall conclusively presume that directions that purport to have been sent by an Authorized Representative listed on the incumbency certificate provided to the Trustee have been sent by such Authorized Representative.

Resignation and Removal of Trustee Subject to Appointment of Successor (Section 812 of the Indenture)

No resignation or removal of the Trustee and no appointment of a successor Trustee pursuant to Sections 801 through 816 of the Indenture shall become effective until the acceptance of appointment by the successor Trustee under Section 815 of the Indenture (see "Appointment of Successor Trustee" below).

Resignation of Trustee (Section 813 of the Indenture)

Subject to Section 812 of the Indenture, the Trustee may resign and thereby become discharged from the trusts, by notice in writing to be given to the Authority and mailed, first class, postage prepaid, to all registered Owners of Bonds at their addresses as they appear on the registration books kept by the Trustee, not less than sixty (60) days before such resignation is to take effect, but such resignation shall take effect immediately upon the appointment of a new Trustee, if such new Trustee is appointed before the time limited by such notice and then accepts the trusts. No resignation of the Trustee shall be effective if an Event of Default, or any event which upon the passage of time would be an Event of Default has occurred and is continuing except upon the consent of Owners of a majority in principal amount of the Outstanding Bonds.

Removal of Trustee (Section 814 of the Indenture)

Subject to Section 812 of the Indenture, the Trustee may be removed at any time upon not less than 30 days' notice by an instrument or concurrent instruments in writing executed by the Owners of not less than a majority in principal amount of the Outstanding Bonds and filed with the Authority. A facsimile copy of each such instrument shall be delivered promptly by the Authority to the Trustee. Subject to Section 812 of the Indenture, the Trustee may also be removed at any time upon not less than 30 days' notice for reasonable cause by any court of competent jurisdiction upon the application of Owners of not less than ten percent (10%) in aggregate principal amount of the Outstanding Bonds. Subject to Section 812 of the Indenture, the Trustee may be removed at any time by the Authority upon not less than 30 days' notice if no Event of Default has occurred and is continuing.

Appointment of Successor Trustee (Section 815 of the Indenture)

If at any time the Trustee resigns (subject to Section 812 of the Indenture), is removed (subject to Section 812 of the Indenture), or is dissolved or otherwise becomes incapable of acting, or the bank, trust company or national banking association acting as Trustee is taken over by any governmental official, agency, department or board, the position of Trustee shall become vacant. If the position of Trustee becomes vacant, the Authority shall appoint a successor and shall cause notice of such appointment to be mailed, first class, postage prepaid, to all registered Owners of Bonds at their addresses as they appear on the registration books kept by the Trustee.

If no appointment of a successor Trustee is made pursuant to this Section within ten (10) days after the vacancy has occurred, the Owner of any Outstanding Bond or any retiring Trustee may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may, after such notice, if any, as such court may deem proper and prescribed, appoint a successor Trustee.

Any Trustee appointed under the Indenture shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, duly authorized to exercise corporate trust powers and subject to examination by federal or State authority, of good standing, and having at the time of its appointment a combined capital and surplus aggregate not less than Fifty Million Dollars ($50,000,000), as shown on its most recently published report of its financial condition.

Vesting of Trusts in Successor Trustee (Section 816 of the Indenture)

Every successor Trustee appointed shall execute, acknowledge and deliver to its predecessor and also to the Authority, an instrument in writing accepting such appointment. Each successor Trustee, without any further act, shall become fully vested with all the rights, immunities, powers and trusts, and subject to all the duties and obligations, of its predecessor. Such predecessor shall, nevertheless, on the written request of its successor or of the Authority, and upon payment of the expenses, charges and other disbursements of such predecessor which are payable pursuant to Section 805 of the Indenture, execute and deliver an instrument transferring to such successor Trustee all the rights, immunities, powers and trusts of such predecessor. Every predecessor Trustee shall deliver all property and money held by it under the Indenture to its successor. Should any instrument in writing from the Authority be required by any successor Trustee for more fully and certainly vesting in such Trustee the rights, immunities, powers and trusts vested or intended to be vested in the predecessor Trustee, any such instrument in writing shall and will, on request, be executed, acknowledged and delivered by the Authority.

Any bank, trust company or national banking association, having power to perform the duties and execute the trusts of the Indenture and otherwise qualified to act as Trustee, with or into which the bank, trust company or national banking association acting as Trustee may be merged, converted or consolidated, or to which all or substantially all of the corporate trust assets and business of such bank, trust company or national banking association may be sold or transferred, shall be deemed the successor of the Trustee and shall be vested with all of the trusts, powers, discretions, immunities, privileges and other matters as was its predecessor, without the execution or filing of any instrument or further act, deed or conveyance on the part of the Authority, the predecessor Trustee or the successor Trustee.

Execution of Instruments by Bondowners, Proof of Ownership of Bonds and Determination of Concurrence of Bondowners (Article IX of the Indenture)

Any request, direction, consent or other instrument in writing required or permitted by the Indenture to be signed or executed by Bondowners may be in any number of concurrent instruments of similar tenor and may be signed or executed by such Bondowners or their attorneys or legal representatives. Proof of the execution of any such instrument and of the ownership of Bonds shall be sufficient for any purpose of the Indenture and shall be conclusive in favor of the Trustee with regard to any action taken by it under such instrument if made in the following manner:

(i) The fact and date of the execution by any person of any such instrument may be proved by the verification of any officer in any jurisdiction who has legal power to take affidavits within such jurisdiction, to the effect that such instrument was subscribed and sworn to before him, or by an affidavit of a witness to such execution. Where such execution is on behalf of a person other than an individual such verification or affidavit shall also constitute sufficient proof of the authority of the signor.

(ii) The ownership of Bonds is proved by the registration books kept under the provisions of Section 207 of the Indenture.

Nothing contained in Article IX of the Indenture shall be construed as limiting the Trustee to such proof, it being intended that the Trustee may accept any other evidence of the matters stated which it may deem sufficient. Any request or consent of the Owner of any Bond shall bind every future holder of the same Bond in respect of anything done by the Trustee in pursuance of such request or consent.

Notwithstanding any of these provisions of Article IX of the Indenture, the Trustee shall not be required to recognize any person as an Owner of any Bond or to take any action at his request unless such Bond is deposited with it.

Bondowners' Consent Not Required (Section 1001 of the Indenture)

The Authority may, from time to time and at any time, execute Supplemental Indentures:

(i) to cure any ambiguity or defect or omission in the Indenture; or

(ii) to grant to or confer upon the Trustee for the benefit of the Bondowners any additional rights, remedies, powers, authority or security that may lawfully be granted to or conferred upon the Bondowners or the Trustee; or

(iii) to include as Revenues or Pledged Property any additional amounts, receipts or property; or

(iv) to cure any ambiguity, to correct or supplement any provision which may be inconsistent with any other provision, or to make any other provisions with respect to matters or questions arising under the Indenture, provided such action shall not materially adversely affect the interest of the Bondowners; or

(v) to add to the covenants and agreements of the Authority in the Indenture additional covenants and agreements to be observed by the Authority or to surrender any right or power reserved to or conferred upon the Authority; or

(vi) to modify any of the provisions of the Indenture in any respect whatever not otherwise set forth in this Section 1001, provided (i) such modification shall apply only to Series of Bonds issued after the effective date of the Supplemental Indenture and shall not materially adversely affect the interests of the owners of Bonds of any Series Outstanding on the effective date of the Supplemental Indenture or (ii) (a) such modification shall be, and be expressed to be, effective only after all Bonds of any Series Outstanding at the date of the execution of such Supplemental Indenture shall cease to be Outstanding and (b) such Supplemental Indenture shall be specifically referred to in the text of all Bonds of any Series authenticated and delivered after the date of the execution of such Supplemental Indenture and of Bonds issued in exchange for, or in place of, such Bonds; or

(vii) to modify, amend or supplement the Indenture or any Supplemental Indenture in such manner as to permit, if presented, the qualification of the Indenture and any Supplemental Indenture under the Trust Indenture Act of 1939 or any similar federal statute then in effect or under any state Blue Sky Law; or

(viii) to surrender any right, power or privilege reserved to or conferred upon the Authority by the terms of the Indenture, provided that the surrender of such right, power or privilege is not contrary to or inconsistent with the covenants and agreements of the Authority contained in the Indenture or a Series Indenture; or

(ix) to amend in any manner consistent with Section 608 hereof any provisions in a Series Indenture for (i) a Series Reserve Requirement, (ii) the Series Program Determinations, (iii) the payment of Hedge Payments on a Hedge Agreement relating to that Series of Bonds from the Revenue Fund (and the priority of their payment as set forth in Section 212 of the Indenture), or (iv) the extent to which Hedge Payments with respect to that Series of Bonds are to be treated as Revenues; provided that there is filed with the Trustee (a) in each case, a Cash Flow Certificate or a Cash Flow Statement, as appropriate, accompanied by a Rating Certificate, with respect to such amendment and (b) in the case of an amendment pursuant to clause (iii) or (iv), if interest on the Bonds of such Series is intended to be excluded from the gross income of the recipient thereof for federal income tax purposes, a Bond Counsel Opinion to the effect that such amendment, in and of itself, will not adversely affect such exclusion; or

(x) to modify, amend or supplement the Indenture or any Supplemental Indenture in such manner as is necessary or desirable to provide for the issuance of Bonds with a claim for payment from Pledged Property which is subordinate to the claim of other Bonds, including to provide for a trustee with respect to any such subordinate Bonds; or

(xi) to make any other change if either (i) such change, in the judgment of the Trustee, does not materially adversely affect the interests of the Bondowners or (ii) such change relates to the security for the Bonds and there is filed with the Trustee a Rating Certificate with respect to such change.

Supplements and Amendments Requiring Consent (Section 1002 of the Indenture)

The Indenture may be modified, supplemented or amended by a Supplemental Indenture in ways not described in Section 1001 of the Indenture, pursuant to Section 1002 of the Indenture. No such Supplemental Indenture shall be effective except upon the consent of (i) the Owners of greater than fifty percent (50%) in aggregate principal amount of Outstanding Bonds; (ii) if less than all of the Outstanding Bonds are affected, of the Owners of greater than fifty percent (50%) in principal amount of Bonds so affected then Outstanding; and (iii) in case the terms of any Sinking Fund Requirements are changed, of the Owners of greater than fifty percent (50%) in principal amount of the Outstanding Bonds of the particular Series, maturity and interest rate entitled to such Sinking Fund Requirements. However, without the consent of all adversely affected Bondowners, no Supplemental Indenture shall (a) change the terms of redemption or of the maturity of the principal of or the interest on any Bond, or (b) reduce the principal amount of any Bond or the redemption premium (if any) or the rate of interest on it, or (c) create or grant a pledge, assignment, lien or security interest of the Pledged Property, or any part of it, other than as created or permitted by the Indenture without the Supplemental Indenture, or (d) create a preference or priority of any Bond or Bonds over any other Bond or Bonds, except as may be permitted by the Indenture or (e) reduce the aggregate principal amount or classes of the Bonds required for consent to such Supplemental Indenture. If any such modification, supplement or amendment will by its terms, not take effect so long as any Bonds of any specified Series, maturity and interest rate remain Outstanding, the consent of the Owners of those 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. For the purpose of this Section, a Series shall be deemed to be affected by a modification or amendment of the Indenture if it adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee may in its discretion determine whether Bonds of any particular Series, maturity and interest rate would be affected by any modification, supplement or amendment of the Indenture or a Supplemental Indenture and any such determination shall be binding and conclusive on the Authority and all Owners of Bonds.

The Trustee shall, at the expense of the Authority, cause notice of the proposed execution of such Supplemental Indenture to be mailed, first class mail postage prepaid, to all affected Bondowners at their addresses as they appear on the registration books. Such notices shall summarize the proposed Supplemental Indenture and shall state that copies of it are on file at the principal office of the Trustee for inspection by all Bondowners. The Trustee shall not, however, be subject to any liability to any Bondowners by reason of its failure to mail the notice required by this paragraph, and any such failure shall not affect the validity of such Supplemental Indenture when consented to and approved as described under this heading "Supplements and Amendments Requiring Consent."

Whenever, at any time within one year after the date of the first mailing of such notice, the Authority delivers to the Trustee an instrument or instruments in writing purporting to be executed by the Owners of greater than fifty percent (50%) in aggregate principal amount of the affected Outstanding Bonds, which instrument or instruments shall refer to the proposed Supplemental Indenture described in such notice and shall specifically consent to and approve the execution of it in substantially the form of the copy referred to in such notice, then, but not otherwise, the Trustee may perform its duties under such Supplemental Indenture in substantially such form, without liability or responsibility to any Bondowner, whether or not such Bondowner shall have consented to it.

If the required number of Owners at the time of the execution of such Supplemental Indenture have consented to and approved its execution, no Bondowner shall have any right to object to the execution of such Supplemental Indenture, or to object to any of the terms and provisions contained in it or its operation, or in any manner to question the propriety of its execution, or to enjoin or restrain the Trustee or the Authority from executing it or from taking any action pursuant to its provisions.

Supplements and Amendments Deemed Part of Indenture (Section 1003 of the Indenture)

Any Supplemental Indenture executed in accordance with the provisions of Sections 1001 through 1004 of the Indenture shall form a part of the Indenture. All of the terms and conditions contained in any such Supplemental Indenture shall be deemed to be part of the terms and conditions of the Indenture.

Notation on Bonds (Section 1004 of the Indenture)

Bonds authenticated and delivered after the effective date of any action taken as provided in Sections 1001 through 1004 of the Indenture may, and, if the Trustee or the Authority so determines, shall bear a notation by endorsement or otherwise in form approved by the Authority and the Trustee as to such action, and in that case upon demand of the Owner of any Bond Outstanding at such effective date and presentation of his Bond for the purpose at the principal corporate trust office of the Trustee or upon any transfer of any Bond Outstanding at such effective date, suitable notation shall be made on such Bond or upon any such transfer by the Trustee as to any such action, if the Authority or the Trustee shall so determine, new Bonds so modified as in the opinion of the Trustee and the Authority to conform to such action shall be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding, shall be exchanged, without cost to such Bondowner, for Bonds then Outstanding, upon surrender of such Bonds for Bonds of the same Series, maturity and interest rate then Outstanding.

Defeasance (Section 1101 of the Indenture)

If the Authority pays or causes to be paid, or there is otherwise paid, to the registered Owners of the Bonds then Outstanding, the principal, redemption premium, if any, and interest to become due on them, at the times and in the manner stipulated in the Indenture and in the Series Indentures, then the covenants, agreements and other obligations of the Authority to the registered Owners of the Bonds shall be discharged and satisfied. In such event, the Trustee shall pay over or deliver to the Authority all money or securities held by it pursuant to the Indenture which are no longer required for the payment or redemption of Bonds not already then surrendered for such payment or redemption.

Bonds for the payment or redemption of which money has been set aside and held in trust by the Trustee (through deposit by the Authority of funds for such payment or redemption or otherwise), whether at or prior to the maturity or the redemption date of such Bonds, shall be deemed to have been paid within the meaning of and with the effect expressed in the immediately preceding paragraph. Except as provided in a Series Indenture, all Bonds or any of them shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning of and with the effect expressed in the immediately preceding paragraph if:

(i) there is deposited with the Trustee either money in an amount which is sufficient, or Government Obligations the principal of and interest on which when due will provide money which, without reinvestment, when added to the money, if any, deposited with the Trustee at the same time, is sufficient to pay the principal of those Bonds at maturity, or on sinking fund installment dates for Term Bonds, or the principal, redemption premium, if any, and interest due and to become due on those Bonds on and prior to the redemption date or maturity date (or sinking fund installment dates for Term Bonds) of the Bonds, as the case may be;

(ii) there is deposited with the Trustee a report of an Accountant verifying the sufficiency of the deposit;

(iii) in case any of the Bonds are to be redeemed on any date prior to their maturity, the Authority has given to the Trustee irrevocable instruction to give any required notice of redemption, which instruction the Trustee has accepted in writing; and

(iv) the Authority has received a Bond Counsel Opinion to the effect that the defeasance of the Bonds shall not cause interest on the Bonds to be included in "gross income" of the registered Owners for federal income tax purposes if the Authority has covenanted in the Series Indenture not to take such action.

Upon being defeased as provided in this paragraph, Bonds shall continue to be payable as to principal, interest and redemption premiums, if any, and to be subject to redemption, but shall have a claim for payment only with respect to the money or Governmental Obligations so held by the Trustee. The Authority may enter into an escrow agreement with the Trustee providing for funds to be so held.

Government Obligations, money deposited with the Trustee pursuant to this Section and principal or interest payments of any such Government Obligations shall not be withdrawn or used for any purpose other than, and shall be held in trust for, the payment of the principal (at maturity or upon redemption), redemption premium, if any, and interest on those Bonds, provided that any cash received from such principal or interest payments on such Government Obligations, if not then needed for such purpose, shall, to the extent practicable, be reinvested in Government Obligations maturing at times and in principal amounts sufficient to pay when due the principal, redemption premium, if any, and interest to become due on those Bonds on and prior to such redemption date or maturity date of the Bonds, as the case may be.

Unclaimed Money (Section 1102 of the Indenture)

Anything in the Indenture to the contrary notwithstanding, any money held by the Trustee in trust for the payment and discharge of any of the Bonds which remain unclaimed for two (2) years after the date of deposit of such moneys if deposited with the Trustee after the date when the Bonds became due and payable shall, at the written request of the Authority, be repaid by the Trustee to the Authority, as its absolute property and free from trust, and the Trustee shall then be released and discharged with respect to such amounts and the Owners of the Bonds shall look only to the Authority for the payment of such Bonds.

Successorship of Authority; Effect of Covenants; Construction of Indenture (Section 1201 of the Indenture)

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

No covenant, stipulation, obligation or agreement contained in the Indenture or any Series Indenture shall be deemed to be a covenant, stipulation, obligation or agreement of any present or future member, officer, agent or employee of the Authority in his or her individual capacity, and they shall not be liable personally on the Bonds or be subject to any personal liability or responsibility by reason of their issuance.

The laws of the State shall govern the construction of the Indenture and Series Indentures.

Manner of Giving Notice (Section 1202 of the Indenture)

Any notice, demand, direction, request or other instrument authorized or required by the Indenture or any Series Indenture (unless otherwise provided in it) to be given to or filed with the Authority or the Trustee shall be deemed to have been sufficiently given or filed for all purposes of the Indenture and a Series Indenture if and when it is (i) in writing, delivered by hand to, or sent by first class mail, postage prepaid, return receipt requested, or by any delivery service which provides receipt for delivery, addressed to, as the case may be, except as changed by notice from time to time: the Director of the Authority, 111 East Wacker Drive, Suite 1000, Chicago, Illinois 60601, or the corporate trust office of the Trustee in Chicago, Illinois (or, in the case of a successor Trustee, its principal corporate trust office), (ii) in writing, sent by e-mail or facsimile addressed to the e-mail address or facsimile number provided by the Authority or the Trustee, as the case may be, as changed by notice from time to time, and an electronic confirmation of delivery has been obtained by the sender; provided, however, that if such delivery occurs a day that is not a business day or after 4:00 p.m., Central Standard Time on a business day, such delivery shall instead be deemed to have occurred on the next succeeding business day, or (iii) except as described in the second paragraph under "Trustee Protected in Relying on Certain Documents" below, sent to the Trustee by Electronic Means.

The Trustee shall, while Bonds remain Outstanding, retain in its possession all documents received by it under the provisions of the Indenture, subject at all reasonable times to the inspection of the Authority, any agency or officer of the State, any Bondowner, and the agents and representatives of each.

Parties and Bondowners Alone Have Rights Under Indenture (Section 1203 of the Indenture)

Except as otherwise expressly provided, nothing in the Indenture expressed or implied is intended or shall be construed to confer upon any person, firm or corporation other than the Authority, the Trustee, and the Owners of the Bonds any right, remedy or claim, legal or equitable, under or by reason of the Indenture. The Indenture and all its provisions is for the sole and exclusive benefit of the Authority, the Trustee and the Owners from time to time of the Bonds.

Effect of Partial Invalidity (Section 1204 of the Indenture)

In case any one or more of the provisions of the Indenture, or of the Bonds, is for any reason be held to be illegal or invalid, such illegality or invalidity shall not affect any other provision of the Indenture, any Series Indenture or the Bonds. The Indenture, any Series Indenture and the Bonds shall be construed and enforced as if such illegal or invalid provision had not been contained in them. If any covenant, stipulation, obligation or agreement contained in the Bonds, any Series Indenture or in the Indenture is for any reason be held to be in violation of law, then such covenant stipulation, obligation or agreement shall be deemed to be the covenant, stipulation, obligation or agreement of the Authority to the full extent permitted by law.

Substitute for Mailing (Section 1205 of the Indenture)

If, by reason of the suspension of regular mail service as a result of a strike, work stoppage or similar activity, it is impractical to mail notice of any event to Bondowners when such notice is required to be given pursuant to any provision of the Indenture or any Series Indenture any manner of giving notice as shall be satisfactory to the Trustee and the Authority shall be deemed to be a sufficient giving of such notice.

Payment Due or Acts to be Performed on Weekends and Holidays (Section 1207 of the Indenture)

If the date for making any payment of principal or premium, if any, or interest or the last date for performance of any act or the exercising of any right, as provided in the Indenture, is a legal holiday or a day on which banking institutions in the city where the Trustee is located are authorized by law to remain closed, such payment may be made or act performed or right exercised on the next succeeding day not a legal holiday and not a day on which such banking institutions are authorized by law to remain closed with the same force and effect as if done on the nominal date provided in the Indenture.

Separately-Secured Bonds (Section 1209 of the Indenture)

An indenture entered into by and between the Authority and the Trustee authorizing the issuance of a series of bonds of the Authority may provide that such bonds shall be designated "Illinois Housing Development Authority Revenue Bonds" but shall be subject to Section 1209 of the Indenture (each such indenture and the bonds of such series, a "Separately-Secured Indenture" and "Separately-Secured Bonds," respectively).

Separately-Secured Bonds shall not be considered Bonds for any purpose of the Indenture or any Series Indenture. No Pledged Property under the Indenture, nor any property pledged under any Series Indenture, shall under any circumstances (including, but not limited to, upon the occurrence of an event of default under a Separately-Secured Indenture) be available for the payment of interest on or principal of or the redemption premium, if any, of Separately-Secured Bonds or for the payment of any other obligation under a Separately-Secured Indenture. No person shall have any right under the Indenture or any Series Indenture by reason of ownership of a Separately-Secured Bond.

With respect to each Separately-Secured Indenture and the related Separately-Secured Bonds, except as otherwise provided in such Separately-Secured Indenture, (A) the Bonds shall not be considered such Separately-Secured Bonds for any purpose of such Separately-Secured Indenture, (B) no property pledged under such Separately-Secured Indenture shall under any circumstances (including, but not limited to, upon the occurrence of an Event of Default under the Indenture) be available for the payment of (x) the payment of interest on and principal of and the redemption premium, if any, of Bonds issued under the Indenture and any Series Indenture or (y) any Expenses or Hedge Payments under the Indenture or any Series Indenture, and (C) no person shall have any right under such Separately-Secured Indenture by reason of ownership of a Bond.

APPENDIX E

GNMA, FANNIE MAE AND FHLMC PROGRAMS

Neither the Illinois Housing Development Authority nor the Underwriters makes any representation as to the accuracy or adequacy of the information contained below relating to GNMA, Fannie Mae or FHLMC and their respective Mortgage-Backed Securities programs.

GNMA and the GNMA Certificates

The summary and explanation of the Government National Mortgage Association ("GNMA" or "Ginnie Mae"), GNMA's mortgage-backed securities program and the other documents referred to herein do not purport to be complete. Reference should be made to the Ginnie Mae Mortgage-Backed Securities Guide, Handbook 5500.3, Rev. 1 (the "GNMA Guide") and to said documents for a full and complete statements of their provisions. At the time of printing this Official Statement, the GNMA Guide can be accessed at https://www.ginniemae.gov/issuers/program guidelines/Pages/mbs guide.aspx, and general information regarding GNMA can be accessed at http://www.ginniemae.gov. The Illinois Housing Development Authority (the "Authority") makes no representations regarding the content or accuracy of the information provided at either of such websites, and such websites are not part of this Official Statement. Further, the procedures and fees described below and in the GNMA Guide are those currently in effect and are subject to change at any time by GNMA.

GNMA is a wholly-owned corporate instrumentality of the United States within the Department of Housing and Urban Development ("HUD"), with its principal office in Washington, D.C. GNMA's powers are prescribed generally by Title III of the National Housing Act, as amended (12 U.S.C. § 1716 et seq.).

GNMA is authorized by Section 306(g) of Title III of the National Housing Act, as amended, to guarantee the timely payment of principal of and interest on securities ("GNMA Certificates" or "GNMA Securities") that are based on and backed by trusts or pools composed of mortgages that are insured or guaranteed by (i) the Federal Housing Administration ("FHA"); (ii) the Department of Veterans Affairs; (iii) the Department of Agriculture under the Rural Development ("RD") program; or (iv) guaranteed by HUD under Section 184 of the Housing and Community Development Act of 1992, as amended, and administered by the Office of Public and Indian Housing ("PIH"). The GNMA Certificates are issued by approved servicers. Section 306(g) further provides that "the full faith and credit of the United States is pledged to the payment of all amounts which may be required to be paid under any guaranty under this subsection." An opinion, dated December 9, 1969, of an Assistant Attorney General of the United States, states that such guaranties under Section 306(g) of mortgage-backed certificates of the type being delivered to the Trustee on behalf of the Authority ("GNMA Guaranty Agreements") are authorized to be made by GNMA and "would constitute general obligations of the United States backed by its full faith and credit." In order to meet its obligations under such guaranties, GNMA, in its corporate capacity under Section 306(d) of Title III of the National Housing Act, may issue its obligations to the United States Treasury Department in an amount outstanding at any one time sufficient to enable GNMA to carry out its functions under Section 306. The Treasury is authorized to purchase any obligations so issued by GNMA and has indicated in a letter dated February 13, 1970 from the Secretary of the Treasury to the Secretary of HUD that the Treasury will make loans to GNMA, if needed, to implement GNMA's guaranties. Under the terms of its guaranties, GNMA warrants that, in the event it is called upon at any time to make payment on its guaranties, it will, if necessary, in accordance with Section 306(d) of Title III of the National Housing Act, apply to the Treasury Department of the United States for a loan or loans in amounts sufficient to make payments of principal and interest.

GNMA administers two Mortgage-Backed Securities programs: the "Ginnie Mae I MBS Program" and the "Ginnie Mae II MBS Program." The Ginnie Mae I MBS Program is based on single-issuer pools in which the underlying mortgage loans generally bear the same interest rate. Ginnie Mae I payments are made to holders on the 15th day of each month. The Ginnie Mae II MBS Program permits multiple-issuer as well as single-issuer pools. Loans with different interest rates, within a one percent range, may be included in the same pool or loan package under the Ginnie Mae II MBS Program. Ginnie Mae II MBS payments are made to holders on the 20th day of each month.

To issue GNMA Certificates, the Servicer must apply for and receive from GNMA a Commitment to Guarantee Mortgage-Backed Securities ("GNMA Commitment"). A GNMA Commitment authorizes the Servicer to issue GNMA Certificates up to a stated amount during a one year period following the date thereof. The Servicer is obligated to pay GNMA commitment fees and guaranty fees.

Each GNMA Certificate is to be backed by a mortgage pool consisting of mortgage loans. Each GNMA I Certificate will be a "modified pass-through" security which will require the Servicer to pass through to security holders by the fifteenth day of each month (or, in the case of a depository as security holder of book-entry securities, the next business day, if fifteenth day is not a business day), the regular monthly payments on the mortgage loans (less the GNMA guaranty fee and the Servicer's servicing fee), whether or not the Servicer receives such payments, plus any prepayments of principal of the mortgage loans received by the Servicer in the previous month. Each GNMA II Certificate will require the Servicer to pass through to a central paying and transfer agent for the GNMA II Program (the "GNMA Paying Agent"), by the nineteenth day of each month, in the case of certificated securities, (or the twentieth day, if such nineteenth day is not a business day, provided that, if neither the nineteenth nor the twentieth day is a business day, then the first business day prior to the nineteenth day of the month), or, in the case of book-entry securities, by the twentieth day of each month (or the next business day, if the twentieth day is not a business day) the regular monthly payments on the mortgage loans (less the GNMA guaranty fee and the Servicer's servicing fee), whether or not the Servicer receives such payments, plus any prepayments of principal of the mortgage loans received by the Servicer in the previous month. The GNMA Paying Agent is then required to pass through to the security holder the scheduled payments received from the Servicer. GNMA guarantees timely payment of principal of and interest with respect to the GNMA Certificate.

GNMA, upon execution of the GNMA Guaranty Agreement (defined below), issuance of a GNMA Certificate by the Servicer and subsequent sale of such GNMA Certificate to the Trustee, will have guaranteed to the Trustee as holder of such GNMA Certificate the timely payment of principal of and interest on such GNMA Certificate.

Under contractual arrangements to be made between the Servicer and GNMA, and pursuant to the GNMA Guaranty Agreement, the Servicer is responsible for servicing the mortgage loans constituting GNMA Pools in accordance with FHA, RD or VA regulations, as applicable, and GNMA regulations.

It is expected that interest and principal payments on the mortgage loans received by the Servicer will be the source of money for payments on the GNMA Certificates. If such payments are less than the amount then due, the Servicer is obligated to advance its own funds to ensure timely payment of all scheduled payments on the GNMA Certificates. GNMA guarantees such timely payment in the event of the failure of the Servicer to pass through an amount equal to the scheduled payments (whether or not made by the mortgagors). If such payments are not received as scheduled the Trustee has recourse directly to GNMA.

The Servicer is required to advise GNMA in advance of any impending default on scheduled payments so that GNMA as guarantor will be able to continue such payments as scheduled in accordance with the GNMA Mortgage-Backed Securities Guide (the "GNMA Guide").

The GNMA guaranty agreement to be entered into by GNMA and the Servicer upon issuance of the GNMA Certificates (the "GNMA Guaranty Agreement") generally will provide that, upon any default by the Servicer and the payment under its guaranty by GNMA or any failure of the Servicer to comply with the terms of the GNMA guaranty agreement with GNMA, GNMA shall have the right, by letter to the Servicer, to effect and complete the extinguishment of the Servicer's interest in the related mortgage loans, and the related mortgage loans shall thereupon become the absolute property of GNMA, subject only to the unsatisfied rights of the holder of the GNMA Certificates. In such event, all power and authority of the Servicer with respect to the servicing of such GNMA Pools, including the right to collect the servicing fee, also will terminate and expire. The authority and power of the Servicer under the terms of the GNMA Guide will be required to pass to and be vested in GNMA, and GNMA will be the successor in all respects to the Servicer in its capacity as servicer, and will be subject to all duties placed on the Servicer by the GNMA Guide. At any time, GNMA may enter into an agreement with an institution approved by GNMA under which such institution undertakes and agrees to assume any part or all of such duties, and no such agreement will detract from or diminish the responsibilities, duties or liabilities of GNMA in its capacity as guarantor.

Fannie Mae and the Fannie Mae Certificates

The summary and explanation of the Federal National Mortgage Association ("Fannie Mae"), Fannie Mae's mortgage-backed securities program and the other documents referred to in this Appendix do not purport to be complete. Reference is made to said documents for full and complete statements of their provisions. Said documents and the MBS Program (defined below) are subject to change at any time by Fannie Mae. At the time of printing this Official Statement, general information regarding Fannie Mae can be accessed at http://www.fanniemae.com. The Authority makes no representations regarding the content or accuracy of the information provided at such website, and such website is not part of this Official Statement.

Fannie Mae is a government-sponsored enterprise organized and existing under the Federal National Mortgage Association Charter Act (12 U.S.C. §1716 *et seq*.). Fannie Mae was originally established in 1938 as a United States government agency to provide supplemental liquidity to the mortgage market. Fannie Mae became a stockholder-owned and privately managed corporation in 1968. Fannie Mae is subject to the supervision and regulation of the FHFA to the extent provided in HERA. The Secretary of HUD also exercises regulatory power over Fannie Mae. Furthermore, Fannie Mae has been under conservatorship since September 6, 2008. The conservator, the FHFA, succeeded to all rights, titles, powers and privileges of Fannie Mae and of any shareholder, officer or director of the company with respect to the company and its assets. The Authority cannot predict the long term consequences of the conservatorship of this entity and the corresponding impact on the participants and the Program.

Fannie Mae provides funds to the mortgage market by purchasing mortgage loans from lenders, thereby replenishing their funds for additional lending. Fannie Mae acquires funds to purchase mortgage loans from many capital market investors that may not ordinarily invest in mortgage loans, thereby expanding the total amount of funds available for housing. Fannie Mae operates a mortgage-backed securities program pursuant to which Fannie Mae issues securities backed by pools of mortgage loans (the "MBS Program"). As of June 3, 2019, the Fannie Mae Certificates are Uniform Mortgage-Backed Securities ("UMBS").

The obligations of Fannie Mae, including its obligations under the Fannie Mae Certificates and any UMBS issued by Fannie Mae, are obligations solely of Fannie Mae and are not backed by, or entitled to, the full faith and credit of the United States of America.

The terms of the MBS Program are governed by the Fannie Mae Selling and Servicing Guides (the "Fannie Mae Guides"), as modified by the Pool Purchase Contract, and in the case of mortgage loans such as the Mortgage Loans, a Master Trust Agreement (the "Trust Agreement"), and a supplement thereto to be issued by Fannie Mae in connection with each pool. The MBS Program is further described in the MBS Prospectus issued by Fannie Mae (the "Fannie Mae Prospectus"). The Fannie Mae Prospectus is updated and supplemented from time to time.

Copies of the Fannie Mae Prospectus and Fannie Mae's most recent annual and quarterly reports and proxy statements are available without charge from the Office of Fixed Income Securities Marketing, Fannie Mae, Attention: Fixed-Income Securities Marketing, 1100 15th Street, NW, Washington, DC 20005. At the time of printing this Official Statement, these documents can be accessed at http://www.fanniemae.com/portal/jsp/mbs/documents/mbs/prospectus/ and http://www.fanniemae.com/portal/about-fm/investor-relations/annual-reports-proxy-statements.html. However, information on the Fannie Mae's website is not part of this Official Statement.

The summary of the MBS Program set forth under this caption does not purport to be comprehensive and is qualified in its entirety by reference to the Fannie Mae Guides, the Fannie Mae Certificates, the Fannie Mae Prospectus and the other documents referred to in this Appendix.

Each Fannie Mae Certificate represents the entire interest in a specified pool of mortgage loans purchased by Fannie Mae and identified in records maintained by Fannie Mae. The Pool Purchase Contract will require that each Fannie Mae Certificate be in a minimum amount of $250,000. Each Fannie Mae Certificate will bear interest at the pass- through rate specified thereon.

Fannie Mae will guarantee to the registered holder of the Fannie Mae Certificates that it will distribute amounts representing scheduled principal and interest at the applicable pass-through rate on the mortgage loans in the pools represented by such Fannie Mae Certificates, whether or not received, and the full principal balance of any foreclosed or other finally liquidated mortgage loans, whether or not such principal balance is actually received. *The obligations of Fannie Mae under such guarantees are obligations solely of Fannie Mae and are not backed by, nor entitled to the full faith and credit of the United States.* If Fannie Mae were unable to satisfy such obligations, distributions to the Trustee, as the registered holder of the Fannie Mae Certificates, would consist solely of payments and other recoveries on the underlying mortgage loans, and accordingly, monthly distributions to the Trustee, as the holder of the Fannie Mae Certificates, and payments on the Bonds could be adversely affected by prepayments, delinquent payments and defaults on such conventional mortgage loans.

Payments on a Fannie Mae Certificate will be made to the Trustee on the 25th day of each month (beginning with the month following the month such Fannie Mae Certificate is issued), or if such 25th day is not a business day, on the first business day next succeeding such 25th day. With respect to each Fannie Mae Certificate, Fannie Mae will distribute to the Trustee an amount equal to the total of (1) the principal due on the mortgage loans in the related pool underlying such Fannie Mae Certificate during the period beginning on the second day of the month before the month of such distribution and ending on the first day of such month of distribution, (2) the stated principal balance of any mortgage loan that was prepaid in full during the calendar month preceding the month in which the distribution date occurs (including as prepaid for this purpose at Fannie Mae's election any mortgage loan after it is delinquent, in whole or in part, with respect to four consecutive installments of principal and interest or because of Fannie Mae's election to repurchase such mortgage loan under certain other circumstances as permitted by the Trust Agreement), (3) the amount of any partial prepayment of a mortgage loan received during the month preceding the month in which the distribution date occurs, and (4) one month's interest at the pass-through rate on the principal balance of the Fannie Mae Certificate as reported to the Trustee (assuming the Trustee is the registered holder) prior to the distribution date (or, respecting the first distribution, the principal balance of the Fannie Mae Certificate on its issue date).

For purposes of distributions, a mortgage loan will be considered to have been prepaid in full if, in Fannie Mae's reasonable judgment, the full amount finally recoverable on account of such mortgage loan has been received, whether or not such full amount is equal to the stated principal balance of the mortgage loan.

The Housing and Economic Recovery Act of 2008 ("HERA") established the Federal Housing Finance Agency ("FHFA"), an independent agency of the federal government, as the new supervisory and general regulatory authority for Fannie Mae. Fannie Mae is subject to the supervision and regulation of FHFA to the extent provided in HERA, and the Director of FHFA has general regulatory authority over Fannie Mae to ensure that the purposes of HERA, the authorizing statutes and any other applicable laws are carried out.

FHLMC and the FHLMC Certificates

The following summary of the Federal Home Loan Mortgage Corporation ("FHLMC" or "Freddie Mac"), the Freddie Mac Guarantor Program, the Freddie Mac Certificates and Freddie Mac's mortgage purchase and servicing standards does not purport to be complete and is qualified in its entirety by reference to Freddie Mac's Mortgage Participation Certificates Offering Circular, any applicable Offering Circular Supplements, Freddie Mac's Information Statement, any Information Statement Supplements and any other documents made available by Freddie Mac. Copies of these documents can be obtained by writing, calling or e-mailing Freddie Mac's Investor Inquiry Department at 1551 Park Run Drive, McLean, Virginia 22102 (800-336-3672; e-mail: Investor Inquiry@freddiemac.com). The Authority does not and will not participate in the preparation of Freddie Mac's Mortgage Participation Certificates Offering Circular, Information Statement or Supplements. At the time of printing this Official Statement, general information regarding Freddie Mac can be accessed at http://www.freddiemac.com. The Authority makes no representations regarding the content or accuracy of the information provided at such website, and such website is not part of this Official Statement.

Freddie Mac is a shareholder-owned, government-sponsored enterprise created on July 24, 1970, pursuant to the Federal Home Loan Mortgage Corporation Act (Title III of the Emergency Home Finance Act of 1970, as amended (12 U.S.C. §§ 1451-1459)) (the "Freddie Mac Act"). Freddie Mac is also subject to the supervision and regulation of the Federal Housing Finance Authority to the extent provided in HERA. Furthermore, Freddie Mac has operated under conservatorship with the FHFA as Conservator since September 6, 2008. Upon its appointment, FHFA, as Conservator, immediately succeeded to all rights, titles, powers and privileges of Freddie Mac and of any stockholder, officer or director of Freddie Mac with respect to Freddie Mac and its assets. The Authority cannot predict the long term consequences of the conservatorship of this entity and the corresponding impact on the participants and the Program.

Freddie Mac's statutory mission is (i) to provide stability in the secondary market for residential mortgages, (ii) to respond appropriately to the private capital market, (iii) to provide ongoing assistance to the secondary market for residential mortgages (including activities relating to mortgages on housing for low- and moderate-income families involving a reasonable economic return that may be less than the return earned on other activities) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing and (iv) to promote access to mortgage credit throughout the United States (including central cities, rural areas and underserved areas) by increasing the liquidity of mortgage investments and improving the distribution of investment capital available for residential mortgage financing.

The obligations of Freddie Mac, including its obligations under the Freddie Mac Certificates, are obligations solely of Freddie Mac and are not backed by, or entitled to, the full faith and credit of the United States America.

Neither the United States nor any agency or instrumentality of the United States is obligated, either directly or indirectly, to fund the mortgage purchase or financing activities of Freddie Mac.

Freddie Mac has established a mortgage purchase program pursuant to which Freddie Mac purchases a group of mortgages from a single seller in exchange for a Freddie Mac Certificate representing an undivided interest in a pool consisting of those mortgages (the "Guarantor Program"). Freddie Mac approves the institutions that may sell and service mortgages under the Guarantor Program on an individual basis after consideration of factors such as financial condition, operational capability and mortgage origination and/or servicing experience. Most sellers and servicers are HUD-approved mortgagees or FDIC-insured financial institutions.

Freddie Mac Certificates will be mortgage pass-through securities issued and guaranteed by Freddie Mac under its Guarantor Program. Freddie Mac Certificates are issued only in book- entry form through the Federal Reserve Banks' book-entry system. Each Freddie Mac Certificate represents an undivided interest in a pool of mortgages. Payments by borrowers on the mortgages in the pool are passed through monthly by Freddie Mac to record holders of the Freddie Mac Certificates representing interests in that pool. All of the mortgages are either conventional mortgages or mortgages guaranteed or insured by FHA, the Department of Veterans Affairs, the U.S. Department of Agriculture Rural Development, or HUD ("FHA/VA Mortgages"). Conventional mortgages are pooled separately from FHA/VA mortgages. Freddie Mac issues two types of Freddie Mac Certificates — Gold PCs and ARM PCs. Gold PCs are backed by (i) fixed-rate, level payment, fully amortizing mortgages (ii) fixed-rate Initial Interest Mortgages, or (iii) Modified Mortgages with or without Step Rate Increases. ARM PCs are backed by adjustable rate mortgages. In connection with its single security initiative, Freddie Mac has ceased issuing new Gold PCs as of June 3, 2019. As of June 3, 2019, the Freddie Mac Certificates are UMBS.

Payments on Freddie Mac Certificates begin on or about the fifteenth day of the first month following issuance for a Gold PC and on or about the 15th day of the second month after issuance for an ARM PC. Each month, Freddie Mac passes through to record holders of Freddie Mac Certificates their proportionate share of principal payments on the mortgages in the related pool and one month's interest at the applicable PC Coupon rate. The PC Coupon rate for a Freddie Mac ARM PC is based on the weighted average of the interest rates of each Mortgage in the related PC Pool, less the rate equivalent to the servicing fees and guarantee fees applicable to each such Mortgage. In the case of a Gold PC, the PC Coupon is set at the time of issuance and does not change. Historically, the interest rates on the mortgages in a fixed-rate Gold PC pool formed under Freddie Mac's Guarantor Program fall within a range from the PC Coupon on the Freddie Mac Certificate plus the minimum required servicing fee through the pass-through rate plus any additional amount determined by Freddie Mac. The FHFA has issued a directive to the Enterprises to limit the difference between the interest rate on Mortgages and the PC Coupon.

Freddie Mac guarantees to each holder of a Freddie Mac Gold PC, timely payment of scheduled principal payments on the related mortgages, and interest at the applicable pass-through rate, whether or not received. For ARM PCs, Freddie Mac guarantees timely payment of interest at the applicable rate, whether or not received, and full and final payment of any principal no later than the month following the final payment date. For Gold PCs, the full and final payment on each Freddie Mac Certificate will be made no later than the payment date that occurs in the month in which the last monthly payment on the Freddie Mac Certificate is scheduled to be made.

The obligations of Freddie Mac under its guarantees of the Freddie Mac Certificates, including any UMBS issued by Freddie Mac, are obligations of Freddie Mac only. The Freddie Mac Certificates, including the interest thereon, are not guaranteed by the United States and do not constitute debts or obligations of the United States or any agency or instrumentality of the United States other than Freddie Mac. If Freddie Mac were unable to satisfy its obligations under its guarantees, distributions on the Freddie Mac Certificates would consist solely of payments and other recoveries on the related mortgages; accordingly, prepayments, delinquencies and defaults on the mortgages would affect distributions on the Freddie Mac Certificates and could adversely affect payments on the Bonds.

All mortgages purchased by Freddie Mac must meet certain standards established by the Freddie Mac Act. In addition, Freddie Mac has established its own set of mortgage purchase standards, including credit, appraisal and underwriting guidelines. These guidelines are designed to determine the value of the real property securing a mortgage and the credit worthiness of the borrower. Freddie Mac's administration of its guidelines may vary based on its evaluation of and experience with the seller of the mortgages, the loan-to-value ratio and age of the mortgages, the type of property securing the mortgages and other factors.

Freddie Mac has also established servicing policies and procedures to support the efficient and uniform servicing of the mortgages it purchases. Each servicer must perform diligently all services and duties customary to the servicing of mortgages in a manner consistent with prudent servicing standards. The duties performed by a servicer include collection and remittance of principal and interest to Freddie Mac administration of escrow accounts; collection of insurance or guaranty claims; property inspections; and, if necessary, foreclosure. Freddie Mac monitors servicers' performance through periodic and special reports and inspections.

In the event of an existing or impending delinquency or other default on a mortgage, Freddie Mac may attempt to resolve the default through a variety of measures. In determining which measures to pursues with respect to a given mortgage and when to initiate such measures, Freddie Mac seeks to minimize the costs that may be incurred in servicing the mortgage, as well as Freddie Mac's possible exposure under its guarantees. However, the measures that Freddie Mac may choose to pursue to resolve a default will not affect Freddie Mac's guarantees. Freddie Mac generally repurchases from a pool any mortgage that has remained delinquent for at least 120 consecutive days and makes payment of principal to record holders.

HERA established the FHFA, an independent agency of the federal government, as the new supervisory and general regulatory authority for Freddie Mac. Freddie Mac is subject to the supervision and regulation of FHFA to the extent provided in HERA, and the Director of FHFA has general regulatory authority over Freddie Mac to ensure that the purposes of HERA, the authorizing statutes and any other applicable laws are carried out.

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APPENDIX F

FORM OF OPINION OF BOND COUNSEL

[Date of Delivery]

Illinois Housing Development Authority
Chicago, Illinois

The Bank of New York Mellon Trust Company, N.A., as Trustee
Chicago, Illinois

RE: Illinois Housing Development Authority Revenue Bonds, 2023 Series A (Non-AMT) (Social Bonds) (the "Series 2023A Bonds"), Illinois Housing Development Authority Revenue Bonds, 2023 Series B (Taxable) (Social Bonds) (the "Series 2023B Bonds"), and Illinois Housing Development Authority Revenue Bonds, 2023 Series C (Taxable) (Variable Rate) (Social Bonds) (the "Series 2023C Bonds" and together with the Series 2023A Bonds and Series 2023B Bonds, the "Bonds"), issued pursuant to the Revenue Bonds General Indenture, dated as of March 1, 2016, between the Illinois Housing Development Authority (hereinafter called the "Issuer"), and The Bank of New York Mellon Trust Company, N.A., as Trustee (hereinafter called the "Trustee") as previously supplemented and amended and as further supplemented by the Series Indenture, dated as of March 1, 2023 (hereinafter collectively called the "Indenture"); Total Issue: $195,000,000

Ladies and Gentlemen:

We have examined a certified transcript (the "Transcript") of proceedings containing (1) the proceedings of the Issuer relating to the authorization, issuance and sale of the Bonds and the approval and execution of the Indenture, including the resolution pertaining to the Bonds adopted by the Issuer on February 17, 2023, together with a Determination made by authorized officers of the Issuer (collectively, the "Resolution"); (2) the Issuer's tax covenants and representations made in the Indenture and the tax covenants and representations made in the certificates and other documents of the Issuer, each dated this date (collectively, the "Tax Covenants"); (3) certificates showing execution, authentication and delivery of the Bonds and no litigation pending as of said date of delivery; and (4) an executed counterpart of the Indenture. The Series 2023A Bonds are sometimes referred to herein as the "Tax-Exempt Bonds," and the Series 2023B Bonds and the Series 2023C Bonds are sometimes collectively referred to herein at the "Taxable Bonds." The Series 2023A Bonds and the Series 2023B Bonds are sometimes referred to collectively herein as the "Fixed Rate Bonds," and the Series 2023C Bonds are sometimes referred to herein as the "Variable Rate Bonds." Capitalized terms appearing in this opinion letter that are otherwise not defined herein shall have the meanings ascribed thereto in the Indenture.

In delivering our opinion, we have relied upon our examination of the Transcript and other certificates and representations of the Issuer, certain public officials and others, including the Tax Covenants, and have not undertaken to verify any facts by independent investigation.

The Bonds mature on the dates, bear interest at the rates payable on the interest payment dates, are issuable in the denominations and are subject to redemption at the times, and upon the terms, that are set forth in the Indenture. The Variable Rate Bonds are subject to tender for purchase on the tender dates as set forth in the Series Indenture.

Based upon the foregoing and our review of such other information, papers, documents and laws as we believe necessary or advisable, we are of the opinion that:

1. The Issuer is a legally existing body politic and corporate of the State of Illinois.

2. Under the Illinois Housing Development Act, as amended to the date of this opinion (the "Act"), the Issuer has the right and power to adopt the Resolution and to execute and deliver the Indenture. The Resolution has been duly and lawfully adopted by the Issuer, is in full force and effect, is valid and binding upon the Issuer and is enforceable in accordance with its terms. The Indenture has been duly authorized, executed and delivered by the Issuer and assuming due authorization, execution and delivery thereof by the Trustee, is a valid and binding agreement of the Issuer.

3. The Indenture creates the valid pledge which it purports to create of the Pledged Property, including Revenues derived from Mortgage Loans and Mortgage Backed Securities and certain Funds and Accounts held by the Trustee, subject to the application thereof to the purposes and on the conditions permitted by the Indenture.

4. The Bonds are legal, valid and binding special limited obligations, and not general or moral obligations, of the Issuer, enforceable in accordance with the terms thereof, are payable from and secured on a parity with the bonds issued under the Indenture by a pledge of certain payments to be received by the Issuer and the Trustee pursuant to the Indenture, and are entitled to the equal benefit, protection and security of the provisions, covenants and agreements of the Indenture on a parity with the bonds to be issued under the Indenture.

5. Under statutes, decisions, regulations and rulings existing on this date, the income from the Bonds is exempt from all taxes of the State of Illinois or its political subdivisions, except for estate, transfer and inheritance taxes.

6. Under existing federal statutes, decisions, regulations and rulings, the interest on the Tax-Exempt Bonds is excludable from the gross income of the owners thereof for federal income tax purposes pursuant to Section 103 of the Internal Revenue Code of 1986, as amended and in effect on this date (the "Code"). The interest on the Tax-Exempt Bonds is not a specific preference item for purposes of the federal individual alternative minimum tax. However, for tax years beginning after December 31, 2022, such interest on the Tax-Exempt Bonds is included in the "adjusted financial statement income" of certain corporations that are subject to the alternative minimum tax.

It should be noted that the Issuer has no taxing power and the Bonds are not a debt of the State of Illinois and the State of Illinois is not liable on the Bonds. The Bonds are not subject to Section 26.1 of the Act.

This opinion is conditioned on continuing compliance by the Issuer with the Tax Covenants. Failure to comply with the Tax Covenants could cause interest on the Tax-Exempt Bonds to lose the excludability from gross income for federal income tax purposes retroactive to their date of issue. No opinion is expressed upon the consequences of owning the Bonds under any other section of the Code.

It is to be understood that the rights of the owners of the Bonds, the Issuer and the Trustee and the enforceability of the Bonds and the Indenture may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted to the extent constitutionally applicable and that their enforcement may also be subject to the exercise of judicial discretion in accordance with general principles of equity. It is to be further understood that the rights of the owners of the Bonds, the Issuer and the Trustee and the enforceability of the Bonds and the Indenture may be subject to the valid exercise of the constitutional powers of the State of Illinois and the United States of America.

Very truly yours,

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APPENDIX G

SUMMARY OF THE CONTINUING DISCLOSURE UNDERTAKING OF THE AUTHORITY

Undertaking

In order to assist the Underwriters in complying with Rule 15c2-12(b)(5) (the "**Rule**") of the United States Securities and Exchange Commission (the "**SEC**"), the Authority will execute a Continuing Disclosure Undertaking. The following information summarizes the obligations of the Authority under the Continuing Disclosure Undertaking.

Annual Financial Information

Each year the Authority will provide the annual financial information described below to the Municipal Securities Rulemaking Board ("**MSRB**") through its Electronic Municipal Market Access System ("**EMMA**") or through such other electronic format or system prescribed by the MSRB or the SEC for purposes of the Rule. The annual financial information will consist of the Authority's audited financial statements, prepared in accordance with generally accepted accounting principles as in effect from time to time, and, to the extent not included in such financial statements, the following additional information: (i) the principal amount of Outstanding Bonds, (ii) the aggregate principal balance, weighted average interest rate and weighted average term of (a) Mortgage-Backed Securities and (b) Mortgage Loans not underlying Mortgage-Backed Securities, and (iii) the amount of money and securities in the Reserve Fund, if any. The annual financial information will be provided not later than the 180th day following the end of each of the Authority's fiscal years, beginning with the fiscal year ending June 30, 2023. Copies of the annual financial information will also be made available to any beneficial or registered owner of the Series 2023A/B/C Bonds upon request.

The annual financial information may include any or all information by incorporating, by specific reference, other documents which have been provided to EMMA. If the incorporated information is in an Official Statement, it must be available from the MSRB. The annual financial information will include a notice of any change in the Authority's fiscal year.

Reporting Significant Events

Upon the occurrence of any of the following events with respect to the Series 2023A/B/C Bonds, the Authority will report the event to EMMA in a timely manner and in any event within ten (10) business days of the occurrence of such event:

1. principal and interest payment delinquencies;

2. non-payment related defaults, if material;

3. unscheduled draws on debt service reserves reflecting financial difficulties;

4. unscheduled draws on credit enhancements (if any are subsequently provided) reflecting financial difficulties;

5. substitution of credit or liquidity providers (if any such enhancement is subsequently provided) or their failure to perform;

6. if applicable, adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Series 2023A/B/C Bonds, or other material events affecting the tax status of the Series 2023A/B/C Bonds;

7. modifications to rights of Owners of the Series 2023A/B/C Bonds, if material;

8. bond calls, if material, and tender offers;

9. defeasances;

10. release, substitution, or sale of property securing repayment of the Series 2023A/B/C Bonds, if material;

11. rating changes;

12. bankruptcy, insolvency, receivership or similar event of the Authority;

13. the consummation of a merger, consolidation, or acquisition involving the Authority or the sale of all or substantially all of the assets of the Authority, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to such actions, other than pursuant to its terms, if material;

14. the appointment of a successor or additional trustee or the change of the name of a trustee, if material;

15. incurrence of a financial obligation of the Authority, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a financial obligation of the Authority, any of which affect security holders, if material; and

16. default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a financial obligation of the Authority, any of which reflect financial difficulties.

For purposes of the Rule, the term "financial obligation" means a (i) debt obligation; (ii) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (iii) a guarantee of (i) or (ii). The Authority will give a copy of each such report to the Trustee. The Authority will give notice in a timely manner to the Trustee and to EMMA of any failure to timely provide the annual financial information as provided in the continuing disclosure undertaking.

Enforcement

The agreements of the Authority in the Continuing Disclosure Undertaking are a contract between the Authority and the beneficial and registered owners from time to time of the Series 2023A/B/C Bonds. Such agreements may be enforced by any beneficial or registered owner of the Series 2023A/B/C Bonds. The sole remedy with respect to the Authority's compliance with its undertaking will be to require compliance. The Continuing Disclosure Undertaking is solely for the benefit of the beneficial or registered owners of the Series 2023A/B/C Bonds from time to time, and will create no right in anyone else. The

Trustee has no powers or duties under the Continuing Disclosure Undertaking. No violation by the Authority of any provision described in the Continuing Disclosure Undertaking will constitute any Event of Default or a default under the Indenture or under the Act.

Termination

The obligation of the Authority under the Continuing Disclosure Undertaking will end upon the Series 2023A/B/C Bonds being paid or treated as paid as provided in the Indenture, except for the obligations to give notice under clauses (6) or (8) above under the caption "Reporting Significant Events."

Amendment

The Authority may by resolution amend the Continuing Disclosure Undertaking at any time to the extent and in the manner allowed by the Rule, as amended from time to time, provided that the Authority's agreements under the Continuing Disclosure Undertaking, as amended, continue to comply with the Rule. Any amendment will be effective upon receipt by the Authority of an opinion to that effect delivered by counsel with significant federal securities law expertise as selected by the Authority. Any amendment must be described in the Authority's next annual financial information disclosure provided to EMMA and the Trustee.

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APPENDIX H

THE VARIABLE RATE BONDS

This Official Statement is intended to describe the terms of any Variable Rate Bond only while it bears interest at the Weekly Interest Rate or a Daily Interest Rate and only while the Initial Liquidity Facility is in effect. The following is certain information related to the Variable Rate Bonds supplementing the information set forth under the caption "THE SERIES 2023A/B/C BONDS" and more particularly the subcaption "THE SERIES 2023A/B/C BONDS – The Variable Rate Bonds."

Definitions

The following are definitions in summary form of certain terms contained in the Indenture with respect to the Variable Rate Bonds.

"Alternate Liquidity Facility" means an irrevocable letter of credit, a standby bond purchase agreement, a line or lines of credit or other similar agreement or agreements or any other agreement or agreements used to provide liquidity support for the Variable Rate Bonds, satisfactory to the Authority and the Remarketing Agent and containing administrative provisions reasonably satisfactory to the Trustee, issued and delivered to the Trustee in accordance with the Indenture.

"Authenticating Agent" means the Trustee.

"Bond Interest Term" means, with respect to any Variable Rate Bond, each period during which such Variable Rate Bond shall bear interest at a Bond Interest Term Rate.

"Bond Interest Term Rate" means, with respect to any Variable Rate Bond, a term, non-variable interest rate on such Variable Rate Bond established for a Bond Interest Term.

"Bond Purchase Fund" means the fund so designated which is established with the Tender Agent pursuant to the Tender Agreement and the Indenture.

"Business Day" means any day other than (i) a Saturday, a Sunday or any other day on which banks located in the cities in which the principal offices or designated corporate trust offices of the Trustee, the Tender Agent, the Remarketing Agent, the Paying Agent, the Registrar, the Authority, the Liquidity Provider or the Authenticating Agent are located, or in which the office of the Liquidity Provider from which payments are made pursuant to the Liquidity Facility is located, are authorized or required to remain closed; or (ii) a day on which the New York Stock Exchange is closed.

"Daily Interest Rate" means a variable interest rate on the Variable Rate Bonds established for each Business Day during a Daily Interest Rate Period.

"Daily Interest Rate Period" means each period during which a Daily Interest Rate is in effect.

"Favorable Opinion of Bond Counsel" means an opinion of Bond Counsel addressed to the Authority, the Remarketing Agent and the Trustee to the effect that the action proposed to be taken is authorized or permitted by the law, the General Indenture or the Series 2023A/B/C Indenture.

"Interest Accrual Date" means (a) with respect to any Daily Interest Rate Period or Weekly Interest Rate Period, the first day thereof and thereafter, each next Interest Payment Date, and (b) with respect to each Bond Interest Term within a Short Term Interest Rate Period, the first day of that Bond Interest Term.

"Interest Payment Date" means, with respect to any Daily Interest Rate Period and any Weekly Interest Rate Period, each April 1 and October 1 and, with respect to each Interest Rate Period, the day next succeeding the last day thereof (or the day next succeeding the day that would have been last day thereof had one of the events described in this Appendix below under "— Favorable Opinion of Bond Counsel as Condition to Any Adjustment of An Interest Rate Period*"* not occurred, or a rescission of the election to adjust the Interest Rate Period had not occurred); provided that notwithstanding anything herein to the contrary, the first Interest Payment Date for the Variable Rate Bonds shall be as provided in the Determination or the Series Indenture and the Interest Payment Date with respect to Purchased Bonds shall have the meaning set forth in the Liquidity Facility.

"Interest Rate Period" means any Daily Interest Rate Period, Weekly Interest Rate Period, Short-Term Interest Rate Period or Long-Term Interest Rate Period.

"Liquidity Facility" shall mean, initially, such an agreement, as provided in the Determination, among the Authority, the Liquidity Provider, the Trustee, the Tender Agent and the Paying Agent relating to the Variable Rate Bonds, as the same may be amended or supplemented from time to time, and upon the issuance of any Alternate Liquidity Facility, such Alternate Liquidity Facility. The initial Liquidity Facility for the Variable Rate Bonds is the Standby Bond Purchase Agreement among the Authority, TD Bank, N.A. and The Bank of New York Mellon Trust Company, N.A., as Trustee and Tender Agent.

"Liquidity Provider" means initially TD Bank, N.A., as the provider of the initial Liquidity Facility for the Variable Rate Bonds, and if an Alternate Liquidity Facility is provided, the provider thereof and in any case where a Liquidity Facility is provided by more than one bank or other entity, the term "Liquidity Provider" means all such entities collectively, *provided* that each such entity's obligation for the purchase price of bonds tendered for purchase shall be determined in accordance with the applicable Liquidity Facility.

"Long-Term Interest Rate" means, with respect to each Variable Rate Bond, a term, non-variable interest rate on such Variable Rate Bond established in accordance with the terms of the Indenture.

"Long-Term Interest Rate Period" means each period during which a Long-Term Interest Rate is in effect.

"*Mandatory Tender for Purchase Date*" shall mean the mandatory tender for purchase date set forth in the Series 2023A/B/C Indenture.

"Maximum Rate" shall mean the lesser of (i) 15% per year and (ii) the maximum rate permitted by law, and in the case of Purchased Bonds, the maximum rate permitted by law.

"Paying Agent" means the Trustee.

"Purchased Bond" means any Variable Rate Bond purchased with funds provided by the Liquidity Provider until the remarketing of such Variable Rate Bond or the beneficial interest in it pursuant to the Series Indenture.

"Record Date" means with respect to any Interest Payment Date in respect of any Daily Interest Rate Period or Weekly Interest Rate Period, the Business Day immediately preceding such Interest Payment Date.

"Registrar" means the Trustee.

"Remarketing Agent" means TD Securities (USA) LLC, the initial remarketing agent, and any successor remarketing agent for the Variable Rate Bonds appointed in accordance with the Indenture.

"Short-Term Interest Rate Period" means each period, comprised of Bond Interest Terms, during which Bond Interest Term Rates are in effect.

"SOFR" means a rate equal to the secured overnight financing rate as administered by the SOFR Administrator.

"*SOFR Administrator*" means the Federal Reserve Bank of New York (or a successor administrator of the secured overnight financing rate.

"Tender Agent" means the Trustee, and any successor or additional tender agent appointed in accordance with the Indenture.

"Undelivered Bonds" means any Variable Rate Bond where funds in the amount of the purchase price of such Variable Rate Bonds are available for payment to the holder(s) thereof on the date and at the time specified for the pertinent tender.

"*Variable Rate Bonds*" shall mean the Authority's Revenue Bonds, 2023 Series C.

"Weekly Interest Rate" means a variable interest rate on the Variable Rate Bonds established for each period from Wednesday to Tuesday, inclusive, during a Weekly Interest Rate Period.

"Weekly Interest Rate Period" means each period during which a Weekly Interest Rate is in effect.

General

The Variable Rate Bonds will be dated the date of their delivery and will mature on the maturity date set forth on the inside cover page of this Official Statement.

The Variable Rate Bonds will be issued in authorized denominations of $100,000 or any integral multiple of $5,000 in excess thereof during any Daily Interest Rate Period and Weekly Interest Rate Period.

The principal of and redemption premium, if any, on the Variable Rate Bonds shall be payable at the principal corporate trust office of the Trustee. Interest due on the Variable Rate Bonds will be paid to the registered owners thereof by the Trustee by check or, in the case of owners of Variable Rate Bonds in a principal amount equal to or exceeding $1 million upon request by wire transfer. The Variable Rate Bonds initially will be registered in the name of Cede & Co., as registered owner and nominee of DTC, which will act as securities depository for the Variable Rate Bonds. Purchasers of the Variable Rate Bonds will not receive a physical delivery of the bond certificates representing their beneficial ownership interests. See "THE SERIES 2023A/B/C BONDS – Book-Entry-Only System."

The Variable Rate Bonds will bear interest from and including the Interest Accrual Date immediately preceding the date of authentication thereof, or, if such date of authentication is an Interest Accrual Date to which interest on the Variable Rate Bonds has been paid in full or duly provided for or the date of initial authentication of the Variable Rate Bonds, from such date of authentication. However, if, as shown by the records of the Registrar, interest on the Variable Rate Bonds is in default, Variable Rate Bonds issued in exchange for Variable Rate Bonds surrendered for registration of transfer or exchange will bear interest from the date to which interest has been paid in full on the Variable Rate Bonds or, if no interest has been paid on the Variable Rate Bonds, from the date of the first authentication of Bonds hereunder. Interest will be computed on the basis of a 365- or 366-day year, as appropriate, for the actual number of days elapsed.

At any time, all Variable Rate Bonds must bear interest at a Daily Interest Rate, a Weekly Interest Rate, Bond Interest Term Rates or a Long-Term Interest Rate. Variable Rate Bonds shall not bear interest at a rate higher than the Maximum Rate (as defined herein). The first Interest Rate Period for the Variable Rate Bonds shall commence on the date of issuance of the Variable Rate Bonds and shall be a Weekly Interest Rate Period. Upon the date of issuance of the Variable Rate Bonds, the initial Weekly Interest Rate borne by the Variable Rate Bonds shall be determined by the Remarketing Agent in the manner provided in the Indenture.

The determination of the interest rate of Variable Rate Bonds by the Remarketing Agent shall be conclusive and binding upon the Authority, the Trustee, the Authenticating Agent, the Paying Agent, the Registrar, the Remarketing Agent, the Tender Agent, the Liquidity Provider and the holders of the Variable Rate Bonds, except that the interest rate borne by Purchased Bonds shall be determined in accordance with the Liquidity Facility (subject to the Maximum Rate).

Interest Rate Periods

Weekly Interest Rate Period

Determination of Weekly Interest Rate. During each Weekly Interest Rate Period, the Variable Rate Bonds shall bear interest at the Weekly Interest Rate, which shall be determined by the Remarketing Agent by 4:30 p.m., New York City time, on Tuesday of each week during such Weekly Interest Rate Period, or if such day shall not be a Business Day, then on the next succeeding Business Day. The first Weekly Interest Rate determined for each Weekly Interest Rate Period shall be determined on or prior to the first day of such Weekly Interest Rate Period and shall apply to the period commencing on the first day of such Weekly Interest Rate Period and ending on the next succeeding Tuesday. Thereafter, each Weekly Interest Rate shall apply to the period commencing on Wednesday and ending on the next succeeding Tuesday, unless such Weekly Interest Rate Period shall end on a day other than Tuesday, in which event the last Weekly Interest Rate for such Weekly Interest Rate Period shall apply to the period commencing on Wednesday preceding the last day of such Weekly Interest Rate Period and ending on the last day of such Weekly Interest Rate Period. The Weekly Interest Rate shall be the rate of interest per annum determined by the Remarketing Agent (based on then-prevailing market conditions) to be the minimum interest rate which, if borne by the Variable Rate Bonds, would enable the Remarketing Agent to sell the Variable Rate Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event that the Remarketing Agent fails to establish a Weekly Interest Rate for any week, then the Weekly Interest Rate for such week shall be the same as the Weekly Interest Rate for the immediately preceding week if the Weekly Interest Rate for such preceding week was determined by the Remarketing Agent. In the event that the Weekly Interest Rate for the immediately preceding week was not determined by the Remarketing Agent, or in the event that the Weekly Interest Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such week shall be equal to the greater of (a) 110% of SOFR or (b) SOFR plus 0.25%.

Adjustment to Weekly Interest Rate. At any time, the Authority, upon written notice to the Trustee, the Authenticating Agent, the Paying Agent, the Trustee, the Remarketing Agent, the Tender Agent and the Liquidity Provider, may elect, subject to the Authority's providing to the Trustee and the Remarketing Agent a Favorable Opinion of Bond Counsel, that the Variable Rate Bonds shall bear interest at a Weekly Interest Rate. Such notice of the Authority shall specify the effective date of such adjustment to a Weekly Interest Rate, which shall be a Business Day not earlier than the 15th day following the second Business Day after receipt by the Registrar of such notice.

Notice of Adjustment to Weekly Interest Rate. The Registrar shall give notice by first- class mail of an adjustment to a Weekly Interest Rate Period to the holders of the Variable Rate Bonds not less than 15 days prior to the effective date of such Weekly Interest Rate Period. Such notice shall state (1) that the interest rate on the Variable Rate Bonds will be adjusted to a Weekly Interest Rate unless Bond Counsel fails to deliver to the Trustee, the Authority and the Remarketing Agent a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Variable Rate Bonds, if being adjusted from a Daily Interest Rate Period, shall continue to bear interest at the Daily Interest Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period, (2) the effective date of such Weekly Interest Rate Period, and (3) that the Variable Rate Bonds are subject to mandatory tender for purchase on such effective date, setting forth the applicable purchase price. See "Purchase of Bonds – Mandatory Tender for Purchase on First Day of Each Interest Rate Period" in this Appendix.

Daily Interest Rate Period

Determination of Daily Interest Rate. During each Daily Interest Rate Period, the Variable Rate Bonds shall bear interest at the Daily Interest Rate, which shall be determined by the Remarketing Agent by 9:30 a.m., New York City time, on each Business Day during such Daily Interest Rate Period. The Daily Interest Rate shall be the rate of interest per year determined by the Remarketing Agent (based on then prevailing market conditions) to be the minimum interest rate which, if borne by the Variable Rate Bonds, would enable the Remarketing Agent to sell the Variable Rate Bonds on such date of determination at a price (without regarding accrued interest) equal to the principal amount thereof. In the event that the Remarketing Agent fails to establish a Daily Interest Rate for any day, then the Daily Interest Rate for such day shall be the same as the Daily Interest Rate for the immediately preceding Business Day if the Daily Interest Rate for such preceding Business Day was determined by the Remarketing Agent. In the event that the Daily Interest Rate for the immediately preceding day was not determined by the Remarketing Agent, or in the event that the Daily Interest Rate determined by the Remarketing Agent shall be held to be invalid or unenforceable by a court of law, then the interest rate for such day shall be equal to the greater of (a) 110% of SOFR or (b) SOFR plus 0.25%.

Adjustment to Daily Interest Rate. At any time, the Authority, upon written notice to the Trustee, the Authenticating Agent, the Paying Agent, the Trustee, the Remarketing Agent, the Tender Agent and the Liquidity Provider, may elect, subject to the Authority's providing to the Trustee and the Remarketing Agent a Favorable Opinion of Bond Counsel, that the Variable Rate Bonds shall bear interest at a Daily Interest Rate. Such notice of the Authority shall specify the effective date of such adjustment to a Daily Interest Rate, which shall be a Business Day not earlier than the 15th day following the second Business Day after receipt by the Registrar of such notice.

Notice of Adjustment to Daily Interest Rate. The Registrar shall give notice by first- class mail of an adjustment to a Daily Interest Rate Period to the holders of the Variable Rate Bonds not less than 15 days prior to the effective date of such Daily Interest Rate Period. Such notice shall state (1) that the interest rate on the Variable Rate Bonds will be adjusted to a Daily Interest Rate unless Bond Counsel fails to deliver to the Trustee, the Authority and the Remarketing Agent a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Variable Rate Bonds, if being adjusted from a Weekly Interest Rate Period, shall continue to bear interest at the Weekly Interest Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period, (2) the effective date of such Daily Interest Rate Period, and (3) that the Variable Rate Bonds are subject to mandatory tender for purchase on such effective date, setting forth the applicable purchase price.

See "THE VARIABLE RATE BONDS – Purchase of Bonds – Mandatory Tender for Purchase on First Day of Each Interest Rate Period" in this Appendix.

Short-Term Interest Rate Period

Adjustment to Bond Interest Term Rates. At any time, the Authority, upon written notice to the Trustee, the Authenticating Agent, the Paying Agent, the Trustee, the Remarketing Agent, the Tender Agent and the Liquidity Provider, may elect, subject to the Authority's providing to the Trustee and the Remarketing Agent a Favorable Opinion of Bond Counsel, that the Variable Rate Bonds shall bear interest at Bond Interest Term Rates; *provided* that the Liquidity Facility then in effect must have an interest component of at least 180 days of interest coverage. Such notice of the Authority shall specify the effective date of the Short-Term Interest Rate Period (during which the Variable Rate Bonds shall bear interest at Bond Interest Term Rates), which shall be (A) a Business Day not earlier than the 15th day following the second Business Day after receipt by the Registrar of such notice, and (B) in the case of an adjustment from a Weekly Interest Rate Period, the day immediately following the last day of such Interest Rate Period.

Notice of Adjustment to Bond Interest Term Rates. The Registrar shall give notice by first-class mail of an adjustment to a Short-Term Interest Rate Period to the holders of the Variable Rate Bonds and, if a Book Entry System is in effect, the Depository, not less than 15 days prior to the effective date of such Short-Term Interest Rate Period. Such notice shall state (1) that the Variable Rate Bonds shall bear interest at Bond Interest Term Rates unless Bond Counsel fails to deliver to the Trustee, the Authority and the Remarketing Agent a Favorable Opinion of Bond Counsel as to such adjustment on the effective date of such adjustment in the Interest Rate Period, in which case the Variable Rate Bonds, if being adjusted from a Weekly Interest Rate Period, shall continue to bear interest at a Weekly Interest Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period, (2) the effective date of such Short-Term Interest Rate Period, (3) that the Variable Rate Bonds are subject to mandatory tender for purchase on the effective date of such Short-Term Interest Rate Period, setting forth the applicable purchase price (see "THE VARIABLE RATE BONDS – Purchase of Bonds – Mandatory Tender for Purchase on First Day of Each Interest Rate Period" in this Appendix), and (4) if the Variable Rate Bonds are no longer in Book Entry Form, information with respect to the required delivery of Bond certificates and payment of the purchase price.

Long-Term Interest Rate Period

Adjustment to Long-Term Interest Term Rates. At any time, the Authority, upon written notice to the Registrar, the Authenticating Agent, the Paying Agent, the Trustee, the Remarketing Agent, the Tender Agent and the Liquidity Provider, may elect, subject to the Authority's providing to the Trustee and the Remarketing Agent a Favorable Opinion of Bond Counsel, that the Variable Rate Bonds shall bear interest at a Long-Term Interest Term Rate. Such notice of the Authority shall specify (1) the duration of the Long-Term Interest Rate Period during which the Variable Rate Bonds shall bear interest at a Long-Term Interest Rate; (2) the effective date of the Long-Term Interest Rate Period (during which the Variable Rate Bonds shall bear interest at a Long-Term Interest Rate), which shall be a Business Day not earlier than the 15th day following the second Business Day after receipt by the Trustee of such notice; (3) the last day of such Long-Term Interest Rate Period (which last day shall be either the day immediately prior to the Maturity Date, or a day which both immediately precedes a Business Day and is at least 181 days after its effective date); (4) a date on or prior to which holders are required to deliver such Variable Rate Bonds to be purchased (if other than such effective date); and (5) if such Long-Term Interest Rate Period is for a period of one year or more and a Liquidity Facility is in effect prior to the commencement of such Long-Term Interest Rate Period, the Authority shall direct the Trustee to terminate such Liquidity Facility after the effective date of such Long-Term Interest Rate Period. Such direction of the Authority shall be accompanied by a Favorable Opinion of Bond Counsel and by a form of the notice to be mailed by the Registrar to the holders of the Variable Rate Bonds.

In the event that the Authority shall deliver to the Registrar, the Remarketing Agent, the Tender Agent, the Liquidity Provider and the Trustee on or prior to the date that the interest rate for any Long-Term Interest Rate Period is determined a notice to the effect that the Authority elects to rescind its election to have the Variable Rate Bonds bear interest at a Long-Term Interest Rate, then the interest rate on the Variable Rate Bonds shall not be adjusted to a Long-Term Interest Rate, and the Variable Rate Bonds shall bear interest at a Weekly Interest Rate as in effect prior to such event, or if the Variable Rate Bonds were to be adjusted from a Long-Term Interest Rate, then the Variable Rate Bonds shall bear interest at a Weekly Interest Rate for the period commencing on the date which would have been the effective date of such Long-Term Interest Rate Period, and the Variable Rate Bonds shall continue to be subject to mandatory purchase on the day which would have been the effective date of such Long-Term Interest Rate Period.

Notice of Adjustment to a Long-Term Interest Rate. The Registrar shall give notice by first-class mail of an adjustment to a Long-Term Interest Rate Period to the holders of the Variable Rate Bonds and, if a Book Entry System is in effect, the Book Entry Depository, not less than 15 days prior to the effective date of such Long-Term Interest Rate Period. Such notice shall state: (1) that the interest rate on the Variable Rate Bonds shall be adjusted to a Long-Term Interest Rate unless (x) Bond Counsel fails to deliver to the Authority, the Trustee, and the Remarketing Agent a Favorable Opinion of Bond Counsel as to such adjustment in the Interest Rate Period on the effective date of such adjustment, or (y) the Authority shall elect, on or prior to the date of determination of such Long Term Interest Rate, to rescind its election to cause the adjustment of the interest rate on the Variable Rate Bonds to a Long Term Interest Rate, in which case the Variable Rate Bonds, if being adjusted from a Weekly Interest Rate Period, shall continue to bear interest at a Weekly Interest Rate as in effect immediately prior to such proposed adjustment, (2) the effective date and the last day of such Long-Term Interest Rate Period, (3) that the Variable Rate Bonds are subject to mandatory tender for purchase on such effective date and the purchase price applicable thereto, (4) if the Variable Rate Bonds are secured by a Liquidity Facility immediately prior to such effective date, that the Liquidity Facility applicable to the Variable Rate Bonds will be terminated as of the effective date of such Long-Term Interest Rate period and the ratings applicable to the Variable Rate Bonds after the termination of such Liquidity Facility, or that no such ratings have been obtained and (5) if a Book Entry System is no longer in effect with respect to the Variable Rate Bonds, information with respect to the required delivery of bond certificates and payment of purchase price.

Favorable Opinion of Bond Counsel as Condition to Any Adjustment of an Interest Rate Period

In connection with any adjustment of the Interest Rate Period on the Variable Rate Bonds, the Authority shall cause to be provided to the Trustee, the Liquidity Provider and the Remarketing Agent a Favorable Opinion of Bond Counsel on the effective date of such adjustment. In the event that Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on any such date, then the Interest Rate Period on the Variable Rate Bonds shall not be adjusted, and the Variable Rate Bonds shall continue to bear interest at the Weekly Interest Rate as in effect immediately prior to such proposed adjustment in the Interest Rate Period. In any event, if notice of such adjustment has been mailed to the owners of the Variable Rate Bonds and Bond Counsel fails to deliver a Favorable Opinion of Bond Counsel on the effective date as herein described, the Variable Rate Bonds shall continue to be subject to mandatory purchase on the date which would have been the effective date of such adjustment.

Purchased Bonds

Purchased Bonds will bear interest at the rate or rates (subject to the Maximum Rate), and shall be payable and subject to redemption in such amounts and in such manner, as provided in the Initial Liquidity Facility.

Purchase of Bonds

Described below are the circumstances under which the Variable Rate Bonds are subject to optional and mandatory tender for purchase.

During a Weekly Interest Rate Period. During any Weekly Interest Rate Period when a Book Entry System is in effect, a Beneficial Owner (through its direct Participant in the Depository) may tender its interest in a Bond on any Business Day to be purchased on any Business Day at a purchase price equal to the principal amount thereof plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Tender Agent at its principal corporate trust office for delivery of notices, with a copy to the Remarketing Agent, of an irrevocable written notice or telephonic notice, promptly confirmed in writing, which states the principal amount of such Bond and the date on which the same shall be purchased, which date shall be a Business Day not prior to the 7th day next succeeding the date of the delivery of such notice to the Tender Agent. Any notice delivered to the Tender Agent after 5:00 p.m., New York City time, shall be deemed to have been received on the next succeeding Business Day.

During a Daily Interest Rate Period. During any Daily Interest Rate Period when a Book Entry System is in effect, a Beneficial Owner (through its direct Participant in the Book Entry Depository) may tender its interest in a Variable Rate Bond on any Business Day at a purchase price equal to its principal amount plus accrued interest, if any, from and including the Interest Accrual Date immediately preceding the date of purchase through and including the day immediately preceding the date of purchase, unless the date of purchase shall be an Interest Accrual Date, in which case at a purchase price equal to the principal amount thereof, payable in immediately available funds, upon delivery to the Tender Agent at its Principal Office for delivery of notices, with a copy to the Remarketing Agent, of an irrevocable written notice or telephonic notice, promptly confirmed in writing, which states the principal amount of such Variable Rate Bond and the date on which the same shall be purchased, which date shall be the date of the delivery of such notice to the Tender Agent. Any notice delivered to the Tender Agent after 10:00 a.m., New York City time, shall be deemed to have been received on the next succeeding Business Day.

Not later than 12:00 noon, New York City time, on the date for purchase specified in the notice, the Beneficial Owner shall effect delivery of such Bonds by causing the direct Participant through which such Beneficial Owner owns such Bonds to transfer its interest in such Bonds equal to such Beneficial Owner's interest on the records of the Depository for such Bonds to the participant account of the Tender Agent with the Depository. During any Daily Interest Rate Period or Weekly Interest Rate Period when a Book Entry System is not in effect, an owner of a Bond may tender the Variable Rate Bond by delivery of the notice described above by the time set forth above and shall also deliver the Variable Rate Bond to the Tender Agent on the date specified for purchase.

Mandatory Tender for Purchase on First Day of Each Interest Rate Period. The Variable Rate Bonds shall be subject to mandatory tender for purchase on the first day (or, under certain circumstances, on the day that otherwise would have been the first day) of each Interest Rate Period at a purchase price, payable in immediately available funds, equal to the principal amount of the Variable Rate Bonds.

Mandatory Tender for Purchase Upon Termination, Expiration, Reduction, Modification or Replacement of the Liquidity Facility. If at any time the Registrar shall give holders of the Variable Rate Bonds payable from the Liquidity Facility (or if a Book Entry System is in effect, the Depository) notice that the Variable Rate Bonds shall, on the date specified in such notice, cease to be payable from such Liquidity Facility as a result of (i) (A) the termination or expiration of the term of such Liquidity Facility, or (B) the Liquidity Facility being reduced, replaced or modified (other than a reduction or modification in connection with the redemption of Variable Rate Bonds) with the effect that the Variable Rate Bonds are no longer payable from the Liquidity Facility (in each case, whether or not an Alternate Liquidity Facility has been obtained), or (ii) the Liquidity Provider notifying the Trustee of a Liquidity Facility Event of Default and that the Liquidity Provider is terminating the Liquidity Facility in accordance with its terms, then on a date no later than one (1) Business Day prior to the applicable event, in the case of clause (i) above (or no later than the date of replacement with an Alternate Liquidity Facility if the existing Liquidity Facility is being replaced in accordance with the Series 2023A/B/C Indenture), and no later than 30 days after the date of the notice specified in clause (ii) above or such other period permitted by the Initial Liquidity Facility, each Variable Rate Bond shall be subject to mandatory tender for purchase; *provided, however,* that no mandatory tender for purchase shall occur as a result of such Liquidity Facility being reduced or modified in connection with the Variable Rate Bonds being redeemed and no mandatory tender for purchase shall occur as a result of a termination of the Liquidity Facility due to a Liquidity Facility Event of Default if the occurrence of such termination or event of default also results in the immediate suspension or termination of the obligation of the Liquidity Provider to purchase Variable Rate Bonds thereunder. Notice of such mandatory tender will be given by the Registrar (a) on or before the 20th day preceding the scheduled expiration of the Initial Liquidity Facility in accordance with its terms, or on or before the 20th day preceding any reduction, replacement or modification of the terms of the Initial Liquidity Facility (or, in the case of replacement with an Alternate Liquidity Facility, if the existing Liquidity Facility is being replaced in accordance with the Series 2023A/B/C Indenture, on or before the 15th day preceding the replacement date), or (b) in the case of receipt by the Trustee of notice from the Liquidity Provider of the occurrence of a Liquidity Facility Event of Default (but only if such Event of Default would result in the Variable Rate Bonds being subject to tender) within one Business Day following the receipt of such notice of such Liquidity Facility Event of Default. The purchase price for such Variable Rate Bonds shall be equal to the principal amount thereof, plus accrued interest (if any).

Notice of Mandatory Tender for Purchase. In connection with any mandatory tender for purchase of Variable Rate Bonds pursuant to the provisions of the Indenture described in the immediately preceding three paragraphs, the Trustee shall give notice of a mandatory tender for purchase. Such notice shall state (A) in the case of a mandatory tender for purchase described under "Mandatory Tender for Purchase on First Day of Each Interest Rate Period" in this Appendix, the type of Interest Rate Period to commence on such mandatory purchase date; (B) in the case of a mandatory tender for purchase described under "Mandatory Tender for Purchase Upon Termination, Expiration, Reduction, Modification or Replacement of Liquidity Facility" in this Appendix, that the Liquidity Facility will expire, terminate, be reduced, be replaced or be modified and that the Variable Rate Bonds shall no longer be payable from the Liquidity Facility then in effect or that the coverage thereof with respect to the Variable Rate Bonds shall be reduced and that any rating applicable thereto may be reduced or withdrawn; (C) that the purchase price of any Variable Rate Bond so subject to mandatory purchase shall be payable only upon (i) if a Book Entry System is not in effect, surrender of such Variable Rate Bond to the Tender Agent at its Principal Office for delivery of Variable Rate Bonds, accompanied by an instrument of transfer thereof, in form satisfactory to the Tender Agent, executed in blank by the holder thereof or his duly authorized attorney, with such signature guaranteed by a bank, trust company or member firm of the New York Stock Exchange; or (ii) if a Book Entry System is in effect, registration of the ownership rights in such Variable Rate Bond to the Tender Agent on the records of the Depository; and (D) that, *provided* that moneys sufficient to effect such purchase have been provided through the remarketing of such Variable Rate Bonds by the Remarketing Agent, through the Liquidity Facility or through payments made by the Authority, all Variable Rate Bonds so subject to mandatory tender for purchase shall be purchased on the mandatory purchase date, and that if any owner of a Variable Rate Bond subject to mandatory tender for purchase shall not surrender such Variable Rate Bond to the Tender Agent for purchase (or if a Book Entry System is in effect, effect the transfer of ownership rights to the Tender Agent on the records of the Depository) on such mandatory purchase date, and moneys sufficient to pay the purchase price thereof are on deposit with the Tender Agent, then such Variable Rate Bond shall be deemed to be an Undelivered Bond, and that no interest shall accrue thereon on and after such mandatory purchase date and that the holder thereof shall have no rights under the Indenture other than to receive payment of the purchase price thereof.

In connection with any mandatory tender for purchase of Variable Rate Bonds as a result of the termination, expiration, reduction, modification or replacement of a Liquidity Facility (see "THE VARIABLE RATE BONDS – Purchase of Bonds – Mandatory Tender for Purchase Upon Termination, Expiration, Reduction, Modification or Replacement of Liquidity Facility" in this Appendix), such notice also shall (E) describe generally the Alternate Liquidity Facility, if any, in effect or to be in effect upon such termination, expiration, reduction, modification or replacement and identify the provider of such Alternate Liquidity Facility, (F) state the date of such termination, expiration, reduction, modification or replacement and the date of the proposed provision of the Alternate Liquidity Facility, if any, (G) specify the ratings, if any, to be applicable to such Variable Rate Bonds after such termination, expiration, reduction, modification or replacement of the Liquidity Facility or state that no ratings will be assigned to such Variable Rate Bonds subsequent to such termination, expiration, reduction, modification or replacement of the Liquidity Facility, and (H) describe any special restrictions or procedures (if any) applicable to the registration of transfer of such Variable Rate Bonds. The Authority shall provide the Trustee with a form of any such notice.

No notice of mandatory purchase shall be given in connection with the provision of an Alternate Liquidity Facility unless and until the Alternate Liquidity Facility shall have been delivered to the Tender Agent or unless a firm commitment to deliver such Alternative Liquidity Facility has been delivered to the Trustee or unless the notice to the holder of the Variable Rate Bonds is conditioned upon receipt of such Alternate Liquidity Facility. If the notice is conditioned upon receipt of the Alternate Liquidity Facility, and the Alternate Liquidity Facility is not delivered, then the Variable Rate Bonds shall not be purchased and the holders of the Variable Rate Bonds shall retain their Variable Rate Bonds.

Subject to the provisions of the Indenture relating to Variable Rate Bonds held in a Book Entry System, for payment of the purchase price of any Variable Rate Bond required to be purchased pursuant an optional or mandatory tender for purchase described herein, on the date specified, such a Variable Rate Bond must be delivered, at or prior to 12:00 noon, New York City time, on the date specified in such notice, to the Tender Agent at its Principal Office for delivery of Variable Rate Bonds, accompanied by an instrument of transfer thereof, in form satisfactory to the Tender Agent, executed in blank by the holder thereof or his duly authorized attorney, with such signature guaranteed by a commercial bank, trust company or member firm of the New York Stock Exchange. In the event any such Variable Rate Bond is delivered after 12:00 noon, New York City time, on such date, payment of the purchase price of such Variable Rate Bond need not be made until the Business Day following the date of delivery of such Variable Rate Bond, but such Variable Rate Bond shall nonetheless be deemed to have been purchased on the date specified in such notice and no interest shall accrue thereon after such date.

Irrevocable Notice Deemed to be Tender of Bond; Undelivered Bonds. The giving of notice by an owner of a Variable Rate Bond shall constitute the irrevocable tender for purchase of each such Variable Rate Bond with respect to which such notice shall have been given, regardless of whether such Variable Rate Bond is delivered to the Tender Agent for purchase on the relevant purchase date; *provided* that moneys sufficient to pay the purchase price of such Variable Rate Bonds are on deposit with the Tender Agent for such purpose.

The Tender Agent may refuse to accept delivery of any Variable Rate Bonds for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Variable Rate Bond as herein described. If any holder of a Variable Rate Bond who shall have given notice of tender of purchase, if a Book Entry System is not in effect, shall fail to deliver such Variable Rate Bond to the Tender Agent at the place and on the applicable date and at the time specified, or shall fail to deliver such Variable Rate Bond properly endorsed, or if a Book Entry System is in effect, shall fail to cause its beneficial ownership to be transferred to the Tender Agent on the records of the Depository, and moneys sufficient to pay the purchase price thereof are on deposit with the Tender Agent for such purpose, such Variable Rate Bond shall constitute an Undelivered Bond. If funds in the amount of the purchase price of the Undelivered Bonds are available for payment to the holder thereof on the date and at the time specified, from and after the date and time of that required delivery, (1) each Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be outstanding under the Indenture, (2) interest shall no longer accrue thereon, and (3) funds in the amount of the purchase price of each such Undelivered Bond shall be held by the Tender Agent for the benefit of the holder thereof *(provided* that the holder shall have no right to any investment proceeds derived from such funds), to be paid on delivery (and proper endorsement) of such Undelivered Bond to the Tender Agent at its Principal Office for delivery of Variable Rate Bonds. Any funds held by the Tender Agent as described in clause (3) of the preceding sentence shall be held uninvested and not commingled.

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APPENDIX I

INITIAL LIQUIDITY FACILITY AND INITIAL LIQUIDITY PROVIDER

INITIAL LIQUIDITY FACILITY

The Initial Liquidity Facility contains various provisions, covenants and conditions, certain of which are summarized below. Such summary does not purport to be a complete description or restatement of the material provisions of the Initial Liquidity Facility. Investors should obtain and review copies of the Initial Liquidity Facility in order to understand all of the terms of such document. Capitalized terms used under the heading "INITIAL LIQUIDITY FACILITY" and not otherwise defined herein shall have the meaning set forth in the Initial Liquidity Facility.

The Authority, the Trustee, the Tender Agent and TD Bank, N.A. (the "Initial Liquidity Provider") intend to enter into a Standby Bond Purchase Agreement dated as of March 1, 2023 (the "Initial Liquidity Facility") with respect to the Variable Rate Bonds. The following summary is qualified in its entirety by reference to the Initial Liquidity Facility, copies of which are available from the Trustee.

Subject to the terms of the Initial Liquidity Facility, the Initial Liquidity Provider agrees, at the request from time to time of the Trustee or Tender Agent, on behalf of the Authority, to purchase, during the "Commitment Period" (as such term is defined below), any Variable Rate Bonds tendered for purchase in accordance with the Series 2023A/B/C Indenture with respect to which the Trustee does not, on the date any such tendered Variable Rate Bonds are required to be purchased pursuant to the Series 2023A/B/C Indenture, have sufficient funds from the remarketing of such tendered Variable Rate Bonds to make such purchase.

The "Available Commitment" under the Initial Liquidity Facility initially is $39,793,151 ($37,500,000 of that amount is the "Available Principal Commitment" for the Series 2023C Bonds and $2,293,151 of that amount is the "Available Interest Commitment" for the Series 2023C Bonds).

The Available Principal Commitment for the Variable Rate Bonds is subject to (i) reduction by the principal amount of Variable Rate Bonds which are redeemed, repaid or otherwise paid pursuant to the Indenture, (ii) reduction by the principal amount of any Variable Rate Bonds purchased by the Initial Liquidity Provider and (c) increase by the principal amount of any Variable Rate Bonds purchased by the Initial Liquidity Provider that are resold by the Remarketing Agent The Available Interest Commitment for the Variable Rate Bonds is calculated based on 186 days of interest at an assumed rate of twelve percent per annum and a three hundred sixty-five day year (actual days elapsed) or such other amount as the Authority and the Initial Liquidity Provider shall agree (the "Interest Amount"), and is subject to (i) reduction by an amount that bears the same proportion to the Interest Amount as the amount of any reduction in the Available Principal Commitment bears to the Available Principal Component prior to such reduction and (ii) increase by an amount that bears the same proportion to the Interest Amount as the amount of any increase in the Available Principal Commitment bears to the Available Principal Commitment prior to such increase (but not above the amount of the aggregate Available Commitment) for the principal amount of Variable Rate Bonds which are held for the account of the Initial Liquidity Provider and remarketed. As a result, the Available Commitment for the Variable Rate Bonds will, during the Commitment Period, always equal at least 100 percent of the aggregate principal amount of Variable Rate Bonds outstanding, plus 186 days of accrued interest at an assumed rate of twelve percent per annum, less the principal amount of any Variable Rate Bonds held for the account of the Initial Liquidity Provider from time to time.

The obligation of the Initial Liquidity Provider to purchase any Variable Rate Bond which is an Eligible Bond on any Business Day (each, a "Bank Purchase Date") is subject to: (i) receipt by the Initial Liquidity Provider of a notice from the Trustee or the Tender Agent (or any agent designated by the Trustee with the written consent of the Initial Liquidity Provider) that funds are needed for the purchase of Variable Rate Bonds which have been tendered and for which remarketing proceeds are not available (a "Notice of Bank Purchase," as provided for in the Initial Liquidity Facility), and (ii) the condition that no Automatic Termination Event or Suspension Event (as defined below) shall have occurred. The term "Eligible Bond" means any Variable Rate Bonds that are outstanding and entitled to the benefit of the Indenture and bearing interest at the Daily Rate or Weekly Rate.

The term "Commitment Period" for the Initial Liquidity Facility means the period from and including March 29, 2023 to and including the earliest of: (i) the close of business on March 29, 2028; (ii) the close of business on the earlier of (i) the mandatory tender date for the conversion of the Variable Rate Bonds to a rate other than a Covered Rate, or (ii) the date that is one Business Day following the date on which all Variable Rate Bonds have been converted to a rate other than a Covered Rate; (iii) the date on which the Available Commitment has been (A) reduced to zero by reason of a redemption, repayment or other payment of all of the principal amount of the Variable Rate Bonds so that such Variable Rate Bonds cease to be Outstanding or (B) terminated in its entirety by reason of an Automatic Termination Event; (iv) the close of business on the date that is the earlier of (i) the date on which an Alternate Liquidity Facility for the Variable Rate Bonds is delivered to the Trustee and becomes effective (which date shall not be prior to the Substitution Date) or (ii) one Business Day following the date on which the Alternate Liquidity Facility becomes effective; or (v) the date that is one Business Day following the close of business on the Special Mandatory Tender Date. "Covered Rate" means the Daily Interest Rate or the Weekly Interest Rate.

The "Special Mandatory Tender Date" for an Initial Liquidity Facility is the date specified by the Initial Liquidity Provider as the date on which the Available Commitment under that Initial Liquidity Facility will terminate as a result of a Liquidity Facility Event of Default (as defined below) (which Liquidity Facility Event of Default is not cured and is not also an Automatic Termination Event). After the Special Mandatory Tender Date for the Variable Rate Bonds, the Initial Liquidity Provider will not be obligated to purchase Variable Rate Bonds.

Variable Rate Bonds purchased by and held for the account of the Initial Liquidity Provider are referred to in the Initial Liquidity Facility as "Purchased Bonds."

The Authority may terminate the Initial Liquidity Facility at any time upon (1) not less than 30 days' prior written notice to the Initial Liquidity Provider of such termination, (2) upon not less than one (1) day's prior written notice to the Initial Liquidity Provider, if the Authority has first provided at least five (5) days' prior written notice and opportunity to cure any default by the Initial Liquidity Provider in honoring its payment obligations under the Initial Liquidity Facility, or (3) immediately upon written notice to the Initial Liquidity Provider that the rating on senior unsecured short-term obligations issued by the Initial Liquidity Provider shall have been reduced to a category below "A-1" by S&P or below "P-1" by Moody's.

The Initial Liquidity Facility includes typical affirmative and negative covenants of the Authority, including, among others, a requirement for notice of certain events, provision of audited annual financial statements and a prohibition of amendments to certain documents without the prior written consent of the Initial Liquidity Provider. These covenants are for the benefit of the Initial Liquidity Provider and not for the benefit of the Owners, which will have no rights with respect to them.

The Authority's obligation to reimburse the Initial Liquidity Provider for amounts paid under the Initial Liquidity Facility and other obligations of the Authority under the Initial Liquidity Facility will be the direct and general obligations of the Authority. Pursuant to the Indenture, the Authority has taken all necessary action to pledge the Pledged Property to the payment of principal and interest on the Variable Rate Bonds, including the Purchased Bonds. All Obligations of the Authority relating to payment of principal of and interest on Purchased Bonds shall be evidenced by the Purchased Bonds which are secured by the pledge of and lien on the Pledged Property on a pari passu basis with all other holders of bonds issued under the General Indenture.

In the event there is an occurrence of an "Automatic Termination Event" or "Suspension Event" as described below, the obligation of the Initial Liquidity Provider to purchase unremarketed Variable Rate Bonds immediately terminates or is suspended, as applicable, without notice or demand to any person. In such event, holders of such Variable Rate Bonds will have no right to optionally tender such Variable Rate Bonds and may be required to hold such Variable Rate Bonds until the earlier of the redemption or maturity thereof.

EVENTS OF DEFAULT

Each of the following events constitutes an "Event of Default" pursuant to the Initial Liquidity Facility:

(a) *Non-Payment of Obligations.* The Authority shall (i) default in the payment when due of any principal of or interest on any Variable Rate Bond (whether by scheduled maturity, required prepayment, redemption or otherwise), whether or not a Purchased Bond (other than as a result of the acceleration of the payment of any Purchased Bond due to the occurrence of an Event of Default that is not an Automatic Termination Event), or (ii) default in the payment when due of any fee or other obligation under the Initial Liquidity Facility or under any Related Document (as hereafter defined) and such failure shall continue for three (3) Business Days.

(b) *Breach of Warranty.* Any representation or warranty of the Authority made or deemed to be made in the Initial Liquidity Facility or in any other Related Document or any other writing or certificate furnished by or on behalf of the Authority to the Initial Liquidity Provider for the purposes of or in connection with the Initial Liquidity Facility, the Indenture, the Variable Rate Bonds, the fee agreement with the Initial Liquidity Provider and the Remarketing Agreement (including any certificates delivered pursuant to the Initial Liquidity Facility) (the "Related Documents") is or shall be incorrect when made in any material respect.

(c) *Non-Performance of Certain Covenants and Obligations.* The Authority shall default in the due performance or observance of any of its obligations under certain specified covenants under the Initial Liquidity Facility.

(d) *Non-Performance of Other Covenants and Obligations.* The Authority shall default in the due performance or observance of any covenant, term, or obligation (other than those that are otherwise addressed in the other clauses under this caption) contained in the Initial Liquidity Facility or in any other Related Document, and such default shall continue unremedied for a period of 30 days after notice thereof shall have been given to the Authority by the Initial Liquidity Facility Provider.

(e) *Default on Specified Parity Debt.* (i) A default shall occur in the payment when due (subject to any applicable grace period), whether by acceleration or otherwise, the principal of or interest on any Specified Parity Debt of the Authority (other than (A) indebtedness described in subsection (a) under this heading and (B) failure to pay any amount described in clause (iii) of the definition of "Specified Parity Debt" which has been accelerated pursuant to the terms of the applicable agreement for any reason other than nonpayment as described in subsection (e)(i) under this heading), (ii) a default shall occur in the payment when due (subject to any applicable grace period), whether by acceleration or otherwise, the principal or interest of any Parity Debt of the Authority (other than indebtedness described in subsection (a) under this heading), including, without limitation, any payments on Swap Contracts which constitute Parity Debt, or (iii) a default shall occur in the performance or observance of any other obligation or condition with respect to such Parity Debt if the effect of such default is to accelerate or permit the indebtedness to become due and payable prior to its expressed maturity.

(f) *Judgments.* Any final non-appealable judgment or order for the payment of money in excess of $10,000,000 shall be rendered against the Authority and such judgment or order shall remain unstayed, unsatisfied, or shall not be bonded for more than 60 days or enforcement proceedings shall have been commenced by a creditor upon such judgment or order.

(g) *Bankruptcy, Insolvency, etc.* The Authority shall (i) become insolvent within the meaning of the United States Bankruptcy Code or admit in writing its inability or unwillingness to pay, debts as they become due; (ii) apply for, consent to, or acquiesce in, the appointment of a trustee, receiver, or other custodian for the Authority or any property of any thereof, or make a general assignment for the benefit of creditors; (iii) in the absence of such application, consent, or acquiescence, permit or suffer to exist the appointment of a trustee, receiver, or other custodian for the Authority, which appointment shall not be discharged within 60 days; (iv) permit or suffer to exist the commencement of any bankruptcy, reorganization, debt arrangement or other case or proceeding under any bankruptcy or insolvency law, or any dissolution, winding up or liquidation proceeding, in respect of the Authority, and, if any such case or proceeding is not commenced by the Authority, such case or proceeding (A) shall be consented to or acquiesced in by the Authority or shall result in the entry of an order for relief, or (B) shall remain for 60 days undismissed; (v) become subject to a moratorium (whether or not in writing) with respect to any the Variable Rate Bonds or any Parity Debt that (A) has been declared or announced by the Authority or (B) has been imposed as a result of any finding or ruling by any government agency or authority having jurisdiction over the Authority; or (vi) take any action authorizing, or in furtherance of, any of the foregoing.

(h) *Bond Ratings.* The Variable Rate Bonds shall be (i) rated lower than A3 by Moody's, A- by S&P (to the extent rated by S&P at the request of the Authority), or A- by Fitch (to the extent rated by Fitch at the request of the Authority); or (ii) rated lower than Baa3 by Moody's, BBB- by S&P (to the extent rated by S&P at the request of the Authority), and BBB- by Fitch (to the extent rated by Fitch at the request of the Authority), or such ratings shall be suspended or withdrawn for credit-related reasons.

(i) *Contest of Validity.* (i) Any provision of this the Initial Liquidity Facility, the Indenture, the Variable Rate Bonds or any Parity Debt relating to the payment of the principal of or interest on the Variable Rate Bonds (including any Purchased Bonds) or any Specified Parity Debt or the security therefor shall at any time and for any reason cease to be valid and binding on the Authority as a result of (A) finding or ruling, (B) enactment or adoption of legislation, (C) issuance of an executive order or (D) entry of a judgment or decree, in each instance, by a Governmental Authority having appropriate jurisdiction over the Authority that such a provision is null and void, invalid or unenforceable; or (ii) the Authority shall have taken or permitted to be taken any official action which would adversely affect the enforceability of the Initial Liquidity Facility, the Variable Rate Bonds, the Indenture or any Specified Parity Debt relating to the payment of the principal or interest on the Variable Rate Bonds (including any Purchased Bonds) or any Specified Parity Debt or the security therefor or results in a repudiation of its obligation to pay the Variable Rate Bonds (including any Purchased Bonds); or (iii) the Authority (A) challenges the validity or enforceability of any provision of the Initial Liquidity Facility, the Variable Rate Bonds, the Indenture or any Specified Parity Debt relating to or otherwise affecting (1) the obligation to pay the principal of or interest on the Variable Rate Bonds, the Purchased Bonds or any Specified Parity Debt or (2) the security available for repayment of the principal of or interest on the Variable Rate Bonds, the Purchased Bonds or any Specified Parity Debt or (B) seeks an adjudication that any provision of Initial Liquidity Facility, the Act, the Indenture, the Variable Rate Bonds or any Specified Parity Debt relating to or otherwise affecting (1) the Authority's obligation to pay the principal of or interest on the Variable Rate Bonds, the Purchased Bonds or any Parity Debt or (2) the security available for repayment of the principal of or interest on the Variable Rate Bonds, the Purchased Bonds or any Specified Parity Debt is not valid and binding on the Authority.

(j) *Other Invalidity*. Any material provision of this Agreement or any other Related Document, other than a provision described in subsection (i) under this heading, shall at any time for any reason cease to be valid and binding on the Authority as a result of a ruling or finding by a court or a Governmental Authority with competent jurisdiction or shall be declared in a final non-appealable judgment by any court with competent jurisdiction to be null and void, invalid, or unenforceable, or the validity or enforceability thereof shall be publicly contested by the Authority.

(k) *Event of Default Under any Related Document.* An event of default contained in the Indenture or any other Related Document shall occur and such event of default remains unremedied after any applicable specified grace period.

REMEDIES

For purposes hereof, "Automatic Termination Event" means the occurrence of an Event of Default under clause (a)(i), (e)(i), (f), (g), (h)(ii) or (i)(i) under the caption "EVENTS OF DEFAULT" above.

Upon the occurrence of an Event of Default under the Initial Liquidity Facility, the Initial Liquidity Provider may take one or more of the following actions:

(a) In the case of an Automatic Termination Event, the Initial Liquidity Provider's obligation to purchase Variable Rate Bonds under the Initial Liquidity Facility shall immediately terminate without notice or demand to any person, and thereafter the Initial Liquidity Provider shall be under no obligation to purchase Variable Rate Bonds. Promptly upon such Automatic Termination Event, the Initial Liquidity Provider shall give written notice of the same to the Authority, the Trustee, the Remarketing Agent, and Moody's (and any other rating agency actually known to the Initial Liquidity Provider to have published a rating for the Variable Rate Bonds), *provided* that the Initial Liquidity Provider's failure to give, or any delay in the giving of, such notice shall not affect the termination of the Initial Liquidity Provider's obligation to purchase Variable Rate Bonds as provided in the first sentence of this subsection.

(b) In the case of an Event of Default specified in clause (i)(ii) or (i)(iii) under the caption "EVENTS OF DEFAULT" above (following the entry of a judgment subject to further proceedings and prior to the entry of a final, non-appealable judgment), the Initial Liquidity

Provider's obligation to purchase Eligible Bonds shall be immediately suspended without notice or demand and thereafter the Initial Liquidity Provider shall be under no obligation to purchase Eligible Bonds until such obligation is reinstated as described below. Promptly upon the Initial Liquidity Provider obtaining knowledge of any such Suspension Event, the Initial Liquidity Provider shall give written notice to the Authority, the Trustee and the Remarketing Agent of such suspension; *provided* that the Initial Liquidity Provider shall incur no liability or responsibility whatsoever by reason of its failure to give such notice and such failure shall in no way affect the suspension of the Initial Liquidity Provider's obligation to purchase Eligible Bonds. If a court with jurisdiction to rule on the validity of the provisions described in clause(i)(ii) or (i)(iii) under the caption "EVENTS OF DEFAULT" shall enter a final, non-appealable judgment that any such provision is not valid and binding on the Authority, then the Bank Purchase Period, the Available Commitment and the Initial Liquidity Provider's obligation to purchase Eligible Bonds shall immediately terminate. If a court with jurisdiction to rule on the validity of such provisions shall enter a final, non-appealable judgment that such provisions are valid and binding on the Authority, the Initial Liquidity Provider's obligation to purchase Eligible Bonds under the Initial Liquidity Facility shall be automatically reinstated and the terms of the Initial Liquidity Facility will continue in full force and effect (unless the obligation of the Initial Liquidity Provider to purchase Eligible Bonds under Initial Liquidity Facility shall otherwise have terminated or been suspended as provided in the Initial Liquidity Facility). Notwithstanding the foregoing, if, upon the earlier of the expiration of the Bank Purchase Period and the date which is two (2) years after the effective date of suspension of the Liquidity Facility Provider's obligation litigation is still pending and a judgment regarding the validity of the provisions described in clauses (i)(ii) or (i)(iii) above under the caption "EVENTS OF DEFAULT" that are the cause of such Suspension Event has not been obtained, then the Available Commitment, the Bank Purchase Period and the obligation of the Initial Liquidity Provider to purchase Eligible Bonds shall at such time immediately terminate and thereafter the Initial Liquidity Provider shall be under no obligation to purchase Eligible Bonds.

(c) Upon the occurrence of an event which with the giving of notice or passage of time shall constitute an Event of Default (a "Default") described in clause (g)(v)(B) under the caption "EVENTS OF DEFAULT" above, the obligation of the Initial Liquidity Provider to purchase Variable Rate Bonds under the Initial Liquidity Facility shall be immediately suspended until the proceeding referred to therein is terminated prior to the court entering an order granting the relief sought in such proceeding. In the event such proceeding is so terminated prior to becoming an Automatic Termination Event, the obligations of the Initial Liquidity Provider to purchase Variable Rate Bonds under the Initial Liquidity Facility shall be reinstated and the terms of the Initial Liquidity Facility will continue in full force and effect (unless the obligations of the Initial Liquidity Provider to purchase Variable Rate Bonds under the Initial Liquidity Facility shall have otherwise terminated in accordance with the terms thereof).

(d) In the case of any Event of Default that is not an Automatic Termination Event, the Initial Liquidity Provider may, in its sole discretion, give written notice of such Event of Default to the Remarketing Agent, requesting a mandatory tender of all Variable Rate Bonds, and to the Authority and the Trustee (the *"Special Termination Notice"*), specifying such Event of Default and the date on which the Available Principal Commitment and Available Interest Commitment will terminate should said Event of Default not be cured, which date (the *"Special Mandatory Tender Date"*) shall not be less than 30 days from the Authority's receipt of the Special Termination Notice. After the Special Mandatory Tender Date, the Initial Liquidity Provider shall be under no obligation to purchase Variable Rate Bonds under the Initial Liquidity Facility.

(e) In addition to the rights and remedies set forth in clauses (a), (b), (c) and (d) under the caption "REMEDIES", the Purchased Bonds shall become due and payable as provided pursuant to the Initial Liquidity Facility, *provided* that payments of principal and interest on any Purchased Bonds shall be governed by acceleration rights under the Indenture.

(f) In addition to the rights and remedies set forth in clauses (a), (b), (c), (d) and (e) of under the caption "REMEDIES", in the case of any Event of Default, the Initial Liquidity Provider shall have all the rights and remedies available to it under the Initial Liquidity Facility, the Related Documents, or otherwise pursuant to law or equity, including without limitation, specific performance.

INITIAL LIQUIDITY PROVIDER

TD Bank, N.A. (the "Bank") is a national banking association organized under the laws of the United States, with its main office located in Wilmington, Delaware. The Bank is an indirect, wholly-owned subsidiary of The Toronto-Dominion Bank ("TD") and offers a full range of banking services and products to individuals, businesses and governments throughout its market areas, including commercial, consumer and trust services and indirect automobile dealer financing. The Bank operates banking offices in Connecticut, Delaware, the District of Columbia, Florida, Maine, Maryland, Massachusetts, New Hampshire, New Jersey, North Carolina, New York, Pennsylvania, Rhode Island, South Carolina, Vermont and Virginia. As of June 30, 2022, the Bank had consolidated assets of $ 394.3 billion, consolidated deposits of $347.4 billion and stockholder's equity of $41.8 billion, based on regulatory accounting principles.

Additional information regarding the foregoing, and the Bank and TD, is available from the filings made by TD with the U.S. Securities and Exchange Commission (the "SEC"), which filings can be inspected and copied at the public reference facilities maintained by the SEC at 100 F Street, N.E., Washington, D.C. 20549, at prescribed rates. In addition, the SEC maintains a website at http://www.sec.gov, which contains reports, proxy statements and other information regarding registrants that file such information electronically with the SEC.

The information concerning TD and the Bank contained herein is furnished solely to provide limited introductory information and does not purport to be comprehensive. Such information is qualified in its entirety by the detailed information appearing in the documents and financial statements referenced herein.

The Letter of Credit has been issued by the Bank and is the obligation of the Bank and not TD.

The Bank will provide copies of the publicly available portions of the most recent quarterly Call Report of the Bank delivered to the Comptroller of the Currency, without charge, to each person to whom this document is delivered, on the written request of such person. Written requests should be directed to:

TD Bank, N.A.
1701 Route 70 East
Cherry Hill, New Jersey 08034
Attn: Corporate and Public Affairs

Information regarding the financial condition and results of operations of the Bank is contained in the quarterly Call Reports of the Bank delivered to the Comptroller of the Currency and available online at https://cdr.ffiec.gov/public. General information regarding the Bank may be found in periodic filings made by TD with the SEC. TD is a foreign issuer that is permitted, under a multijurisdictional disclosure system adopted by the United States, to prepare certain filings with the SEC in accordance with the disclosure requirements of Canada, its home country. Canadian disclosure requirements are different from those of the United States. TD's financial statements are prepared in accordance with International Financial Reporting Standards, and may be subject to Canadian auditing and auditor independence standards, and thus may not be comparable to financial statements of United States companies prepared in accordance with United States generally accepted accounting principles.

The delivery hereof shall not create any implication that there has been no change in the affairs of TD or the Bank since the date hereof, or that the information contained or referred to in this Appendix I is correct as of any time subsequent to its date.

NEITHER TD NOR ANY OTHER SUBSIDIARY OF TD OTHER THAN THE BANK IS OBLIGATED TO MAKE PAYMENTS UNDER THE LOC.

The Bank is responsible only for the information contained in this section of the Official Statement and did not participate in the preparation of, or in any way verify the information contained in, any other part of the Official Statement. Accordingly, the Bank assumes no responsibility for and makes no representation or warranty as to the accuracy or completeness of information contained in any other part of the Official Statement.

The above information has been supplied by the Bank. The delivery of the information in this Appendix I shall not create any implication that there has been no change in the affairs of the Bank since the date such information was provided by the Bank, or that the information contained or referred to in this Appendix I is correct as of any time subsequent to the date it was provided by the Bank.

APPENDIX J

ILLINOIS HOUSING DEVELOPMENT AUTHORITY IMPACT FRAMEWORK

Where a family lives determines access to schools, jobs, transportation, healthcare and more. For these reasons, expanding the availability and access to quality housing is one of the most essential actions the Illinois Housing Development Authority ("IHDA") takes on behalf of Illinois families.

IHDA was created in 1967 by the State of Illinois (the "State") to assist in the financing of decent, safe, and affordable rental housing for persons and families of low and moderate income in the State, and to assist in the financing of residential mortgages in the State for persons and families of low and moderate income. IHDA believes that affordable housing is a fundamental component of strong communities and serves as the foundation of personal and economic well-being.

To accomplish its mission, IHDA (1) finances homeownership loans through the acquisition of single family home loans from lending institutions throughout the State under IHDA's Homeownership Program and (2) makes mortgage loans or other loans to developers of affordable housing for the acquisition, construction or rehabilitation of affordable rental housing developments in the State. IHDA financing for its Homeownership Program and its Multifamily Program includes the issuance of bonds pursuant to the Act.

To highlight IHDA's impact and attract capital to support its mission, IHDA introduced its Social Bonds designation in 2021 for bonds issued to finance homeownership loans. In 2022, IHDA introduced its Sustainability Bonds designation for bonds issued to finance loans to developers of affordable multifamily rental developments. IHDA also periodically uses a Social Bonds designation for certain bonds issued under its Multifamily Program. The following table provides a summary of IHDA's issuance of Social Bonds and Sustainability Bonds (collectively, "Impact Bonds") under both its Homeownership and Multifamily Programs.

Illinois Housing Development Authority Impact Bonds		
Homeownership Program	**Multifamily Program**	
Social Bonds	Sustainability Bonds	Social Bonds
$933.6 million IHDA Social Bonds issued from January 1, 2021 to January 31, 2023	$39.6 million IHDA Sustainability Bonds issued from January 1, 2022 to January 31, 2023	$23.6 million IHDA multifamily Social Bonds issued from January 1, 2022 to January 31, 2023

IHDA's Social Bonds are aligned with the four core components of the International Capital Market Association's[1] (ICMA) Social Bonds Principles, and its Sustainability Bonds are aligned with the four core components of the ICMA's Green Bonds Principles, Social Bonds Principles, and Sustainability Bonds Guidelines, and focus on: (1) Use of Proceeds, (2) Process for Project Evaluation and Selection, (3) Management of Proceeds, and (4) Transparency through Ongoing Reporting.

The following table provides a summary of the two components of IHDA's Impact Framework: its Social Bonds Framework and its Sustainability Bonds Framework.

Illinois Housing Development Authority's Impact Bond Framework			
	Homeownership Program	**Multifamily Program**	
ESG Designation / Framework	**Social Bonds**	**Sustainability Bonds**	**Social Bonds**
Use of Proceeds	Finance Homebuyer and Down Payment Assistance Programs	Finance affordable multifamily rental housing projects benefiting from LIHTC allocation that include energy efficiency features	Refinance affordable, multifamily rental housing projects benefiting from LIHTC allocation
Process for Project Evaluation and Selection	Qualified Mortgage Issue under Sec. 103 of I.R.C. of 1986[2]	IHDA's Qualified Allocation Plan[3]	IHDA's Qualified Allocation Plan
Management of Proceeds	Proceeds are deposited in segregated account and invested in investment obligations until disbursed to finance mortgage loans or mortgage-backed securities	Proceeds are deposited in segregated account and invested in investment obligations until disbursed to finance multifamily projects	Proceeds are deposited in segregated account and invested in investment obligations until disbursed to finance multifamily projects
Reporting	Annual	Annual	One-time
UN SDG Goals	Nos. 1, 8, 10, 11	Nos. 1, 7, 11	Nos. 1, 11
UN SDG Targets	1.4, 8.10, 10.2, 10.3, 11.1	1.4, 7.3, 11.1	1.4, 11.1

[1] The ICMA is a not-for-profit, membership organization that, among other things, works to "promote the development of the international capital and securities market." For more on the ICMA, see its website at https://www.icmagroup.org/About-ICMA/.

[2] Occasionally, IHDA will issue taxable Single Family Social Bonds to finance single family mortgage loans, including down payment assistance loans, for homebuyers meeting loan eligibility requirements required by the Code other than the first-time homebuyer requirement.

[3] The IHDA Qualified Allocation Plan is discussed at Section II of this document, and a copy of the QAP can be found on IHDA's website.

I. IHDA's SINGLE FAMILY PROGRAM – Social Bonds

Through its homebuyer programs, IHDA's goal is to achieve the following objectives: (i) the provision of funds to finance, at affordable interest rates and/or other terms more favorable than those otherwise available, residential mortgage loans for low and moderate income persons and families; (ii) the provision of housing to alleviate the shortage of adequate housing in the State for persons and families that are residents of the State; and (iii) the effective participation by mortgage lenders in IHDA's homebuyer programs. Since 1970, IHDA has provided more than $9.7 billion to finance 92,500+ units of affordable, single family housing. During fiscal year 2022, IHDA originated $981.4 million in first mortgage loans and $53.9 million in down payment assistance to help 6,630 Illinois families purchase their first home.

In furtherance of its mission, IHDA issues bonds to finance its single family housing mortgage loan program, pursuant to the Illinois Housing Development Act, as amended (the "Act") and a Revenue Bonds General Indenture dated as of March 1, 2016 (the "General Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee. IHDA established its single family housing program under the General Indenture to provide funds to purchase residential mortgage loans originated throughout the State (or participation interests in such loans) ("Mortgage Loans") and mortgage-backed securities that are backed by Mortgage Loans and guaranteed by the Government National Mortgage Association ("GNMA"), the Federal National Mortgage Association ("Fannie Mae") or the Federal Home Loan Mortgage Corporation ("Freddie Mac" or "FHLMC") (or participation interests in such securities) (the "Mortgage-Backed Securities"). IHDA is authorized by the Act to have up to $7.2 billion aggregate principal amount of bonds outstanding, excluding those issued to refund its outstanding bonds and notes.

A. Homebuyer Programs

IHDA's core homebuyer program offers 30-year fixed interest rate mortgage loans to make homeownership affordable for first-time homebuyers and persons who have not owned a home in the last three years. Under the Act, the General Indenture, and Section 103 of the Internal Revenue Code of 1986 (the "Code"), to qualify for an IHDA mortgage loan, applicants must meet income criteria specific to the particular county of the State, and the owner-occupied home they plan to purchase must be within sales price guidelines specific to the area of the State. In areas designated as "Targeted Areas," or census tracts defined by the IRS as an area of chronic economic distress which could benefit from increased homeownership, income limit and sales price limits may be increased. Non-first-time homebuyers meeting the same criteria, including but not limited to income criteria and sale price guidelines, as required for first time homebuyers, are also eligible for IHDA single family affordable housing programs.

In addition, IHDA Single Family Social Bonds finance two additional homebuyer programs that provide families with a further opportunity to increase generational wealth and build homeownership accessibility:

1. Opening Doors

Opening Doors is designed to increase home purchase accessibility for low-and moderate-income homebuyers across Illinois to break the cycle of renting and achieve a path to sustainable homeownership. Opening Doors provides a 30-year fixed rate first mortgage with down payment and/or closing cost assistance in the form of a $6,000 forgivable second mortgage that is forgiven monthly over five years. Eligible borrowers may be first-time or non-first-time homebuyers who live in any county statewide, including DACA recipients.

2. Smart Buy

This program is designed to increase home purchase accessibility and help build a new generation of wealth, grow the middle class, and increase homeownership opportunity for low to moderate income Illinois borrowers affected by increasing student loan debt. Smart Buy provides a 30-year fixed rate first mortgage with down payment and/or closing cost assistance in the form of a $5,000 second mortgage. The repayment of the second mortgage is deferred and becomes due upon sale, payoff, transfer, or refinance of the first mortgage. In addition, IHDA provides 15% of the purchase price (up to $40,000) in assistance for student loan debt relief. Eligible borrowers must have at least $1,000 in student loan debt and must pay off their full remaining student loan balance at mortgage loan close.

B. Down Payment Assistance Programs

Designed to increase home purchase accessibility and affordability, IHDA offers the following *Access* down payment assistance programs in conjunction with its 30-year fixed rate first mortgage loans:

1. Access Forgivable – provides a second mortgage loan of 4% of the purchase price (up to $6,000) in down payment and/or closing cost assistance which is forgiven monthly over ten years.

2. Access Deferred – provides a second mortgage loan of 5% of the purchase price (up to $7,500) in down payment and/or closing cost assistance, the repayment of which will be deferred for 30 years, unless repaid sooner, or in the event of a refinance or sale of the property, at which time the second mortgage will become due.

3. Access Repayable – provides a second mortgage loan of 10% of the purchase price (up to $10,000) in down payment and/or closing cost assistance, the repayment of which will amortize monthly over a 10-year period at 0% interest rate.

C. Homebuyer Education and Counseling

To ensure financial preparedness, all IHDA mortgage programs are offered in tandem with free financial education and pre-purchase counseling to ensure new homebuyers have the education and support they need to make sustainable homeownership possible. To satisfy the IHDA mortgage pre-purchase education requirement, homebuyer education courses must (i) meet standards defined by HUD, or the National Industry Standards for Homeownership Education and Counseling; (ii) be completed by all borrowers listed on the transaction; (iii) provide a certificate with the borrower(s) name(s) and completion date; and (iv) be completed prior to closing and no more than one year prior to the closing date. For two-unit properties, Landlord education is required in addition to homebuyer education.

D. Bonds Alignment with the Social Bond Principles

"Social Bonds are use of proceeds bonds that raise funds for new and existing projects with positive social outcomes."[4] IHDA Single Family Social Bonds are used to finance affordable, single family housing in the State of Illinois. IHDA's Social Bonds Framework aligns with the International Capital Market Association's (ICMA) Social Bonds Principles via the four following components: (1) Use of Proceeds, (2) Process for Project Evaluation and Selection, (3) Management of Proceeds, and (4) Transparency through Ongoing Reporting.

[4] International Capital Market Association Social Bond Principles at https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/social-bond-principles-sbp/ (last accessed January 31, 2023).

1. Use of Proceeds

IHDA designates its single family bonds as Social Bonds based on the intended use of proceeds: to finance the affordable homeownership and down payment assistance programs described above for homebuyers in the State who meet certain income criteria.

The following tables provide summary data describing historical loan origination activity and historical borrower profile for mortgage loans financed by IHDA from January 2018 through September 2022.

Illinois Housing Development Authority Homebuyer Program Highlights (January 2018 – September 30, 2022) For Mortgage Loans Financed[5] under the General Indenture	
Total Mortgage Loans Originated	9,013 loans totaling \$1.36 billion
Down Payment Assistance Program Loans[6]	9,013 or 100% of total first loans totaling \$60.91 million
Loans in Federally Targeted Areas	290, or 3.22%, of total first loans
Average Loan Amount	\$151,850
Average Purchase Price	\$157,979
Borrower's Average Annual Gross Income	\$59,157
Average Household Size	2.21
Loans to Female Heads of Household	45.28%
Loans to Minority Borrowers	49.77%

Illinois Housing Development Authority
Mortgage Loans[1] Originated by Borrower Income
as a Percentage of Area Median Income and
Financed under the General Indenture

AMI Band	# of Loans	\$ of Loans (\$000s)
Below 80%	4,355	602,108
80% - 100%	4,658	761,585
Totals	9,013	1,363,693

5 Mortgage Loans were pooled into Mortgage-Backed Securities.

6 Down Payment assistance loans are currently funded with available IHDA funds outside of the General Indenture.

2. Process for Loan Evaluation and Selection

The Code substantially restricts the use of proceeds of tax-exempt obligations used to finance mortgage loans for single-family housing. Under the Code, interest on bonds, the proceeds of which are used to provide mortgage loans on owner-occupied housing, is not excluded from gross income for federal income tax purposes unless the bonds are part of a "qualified mortgage issue." An issue of bonds constitutes a "qualified mortgage issue" if the requirements described below under "Loan Eligibility Requirements Imposed by the Code" and requirements described below with respect to the use of funds generated by the issuance of such obligations are met.

Occasionally, IHDA will issue taxable Single Family Social Bonds to finance single family mortgage loans, including down payment assistance loans, for homebuyers meeting loan eligibility requirements required by the Code other than the first-time homebuyers requirement, including but not limited to, income limitations, purchase price limitations and residence requirements.

The Code contains the following loan eligibility requirements that are applicable to mortgage loans financed in whole or in part by Single Family Social Bonds, or otherwise attributable to Single Family Social Bonds, for federal income tax purposes in order that interest not be included in gross income for federal income tax purposes retroactive to the date of issuance thereof.

- *Residence Requirement*

Each premises financed with proceeds of qualified mortgage bonds must be a one-to-four-family residence, one unit of which can reasonably be expected to become the principal residence of the mortgagor within a reasonable time after the financing is provided. In the case of a two- to-four-family residence (other than two-family residences in targeted areas having borrowers whose family income does not exceed 140% of applicable family median income), the residence must have been occupied as a residence at least five years before the mortgage is executed.

- *First-Time Homebuyer Requirement*

Subject to certain exceptions, the lendable proceeds of qualified mortgage bonds must be used to provide financing to mortgagors who have not had a present ownership interest in their principal residence (other than the residence being financed) during the three-year period prior to execution of the mortgage loan.

- *New Mortgage Requirement*

With certain limited exceptions, the lendable proceeds of qualified mortgage bonds must finance new mortgage loans only and no proceeds may be used to acquire or replace an existing mortgage loan, which would include the refinancing of a pre-existing mortgage loan.

- *Purchase Price Limitation*

The purchase price of the residence financed with the lendable proceeds of qualified mortgage bonds may not exceed 90% of the average area purchase price applicable to such residence or 110% of the applicable average area purchase price in the case of residences located in targeted areas.

- *Income Limitations*

All mortgage loans made from the lendable proceeds of qualified mortgage bonds must be made only to borrowers whose family income does not exceed 115% (or for mortgage loans made to families with fewer than three members, 100%) of the applicable median family income. An exception is provided for mortgage loans financed with the lendable proceeds of qualified mortgage bonds made with respect to targeted area residences that permits two-thirds in aggregate amount of such mortgage loans to be made with respect to borrowers whose family income does not exceed 140% (for mortgage loans made to families with fewer than three members, 120%) of the applicable median family income and one-third in aggregate amount of such loans to be made without regard to any income limitation. Family income includes income of all individuals executing both the note and mortgage and occupying the dwelling as their principal residence.

- *Requirements as to Assumptions*

The Code provides that a mortgage loan may be assumed only if each of the then applicable residence requirement, first-time homebuyer requirement, purchase price limitation, and income limitation is met with respect to such assumption.

3. Management of Proceeds

Net of certain transaction costs, the proceeds of Single Family Social Bonds are deposited in segregated accounts under the General Indenture and invested in investment obligations until disbursed to finance mortgage loans or mortgage-backed securities backed by pools of mortgage loans.

4. Post-Issuance Reporting

IHDA voluntarily provides annual updates regarding the disbursement of the proceeds of Single Family Social Bonds in the form shown below. IHDA provides such voluntary disclosure until the applicable lendable proceeds for a particular issuance have been fully expended. While IHDA posts annual updates on the Electronic Municipal Market Access system ("EMMA"), this reporting is separate from IHDA's post-issuance continuing disclosure obligation. Failure by IHDA to provide such updates is not a default or event of default under the General Indenture or any continuing disclosure agreement.

FORM OF SOCIAL BONDS ANNUAL REPORT

Series [_________] Bond Proceeds Summary	
Total Original Lendable Proceeds	$
Amount of Proceeds Spent to Acquire Mortgage Loans and/or Mortgage-Backed Securities as of [date]	
Bond Proceeds Remaining as of [date]	$

Purchased Series 20___ Mortgage Loans and/or Mortgage-Backed Securities as of [ ] by Borrower Income as a Percentage of Area Median Income (AMI)		
AMI Band	# of Loans	$ of Loans ($000s)
Below 80%		
80% - 140%		
Totals		

Purchased Series _____ Mortgage Loans and/or Mortgage-Backed Securities as of [ ] by Borrower Income as a Percentage of Area Median Income (AMI)		
AMI Band	# of Loans	$ of Loans ($000s)
50% and below		
50.1% - 60%		
60.1% - 70%		
70.1% - 80%		
80.1% - 90%		
90.1% - 100%		
100.1% - 140%		
Totals		

E. Bonds Alignment with United Nations Sustainable Development Goals

By reference to the ICMA's *Green, Social and Sustainability Bonds: A High-Level Mapping to the Sustainable Development Goals (June 2021)*, which links the ICMA Social Bond Principles to the framework provided by the United Nations 17 Sustainable Development Goals ("SDGs"), IHDA's homebuyer programs and the intended use of proceeds of the Single Family Social Bonds are relevant to the following SDGs:

- *Goal No. 1 (No Poverty)* is focused on ending poverty in all its forms everywhere. Target 1.4 maps to the SDG categories of Affordable Housing, Access to Essential Services and Socioeconomic Advancement and Empowerment.

- *Goal No. 8 (Decent Work and Economic Growth)* is focused on promoting sustainable, and inclusive economic growth. Target 8.10 maps to the SDG category of Access to Essential Services.

- *Goal No. 10 (Reduced Inequalities)* is focused on reducing inequality and promoting social and economic inclusion for all. Target 10.2 maps to the SDG categories of Access to Essential Services and Socioeconomic Advancement and Empowerment, and Target 10.3 maps to the SDG category of Socioeconomic Advancement and Empowerment.

- *Goal No. 11 (Sustainable Cities and Communities)* is focused on making cities and human settlements inclusive, safe, resilient and sustainable. Target 11.1 maps to the SDG category of Affordable Housing.

The SDGs were adopted by the United Nations General Assembly on September 25, 2015, as part of its 2030 Agenda for Sustainable Development.

II. IHDA's MULTIFAMILY PROGRAM

In addition to providing assistance to low and moderate income homebuyers and homeowners, IHDA offers resources to developers that build or preserve affordable and mixed-income rental housing and provide oversight for hundreds of affordable rental communities across the State. IHDA established its multifamily housing program pursuant to the Illinois Housing Development Act, as amended (the "Act") and a Revenue Bonds General Indenture dated as of March 1, 2016 (the "General Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee.

IHDA accomplishes its goal of financing multifamily affordable housing through a number of funding sources, including Low Income Housing Tax Credits ("LIHTC"). The LIHTC program is a dollar-for-dollar federal tax credit for affordable housing investments created under the Tax Reform Act of 1986. It provides incentives to raise private equity for the development of affordable housing for low income households. Tax credits are claimed through the Internal Revenue Service. Although the U.S. Treasury Department is the final authority on the program, it is administered at the state level by housing finance agencies like IHDA. Additionally, the Illinois Administrative Code provides state rules governing the LIHTC program. In exchange for LIHTCs, developers commit to lease units to low income households, to charge affordable rents, and to maintain the property in good condition.

IHDA's multifamily program uses bond proceeds to finance affordable, multifamily rental housing projects benefiting from either a 4% or 9% LIHTC allocation, as set forth in the State's Qualified Allocation Plan (the "QAP"). The QAP details how IHDA awards LIHTC tax credits and serves as a framework for the development and rehabilitation of affordable rental units. Affordable housing developers apply for tax credits with IHDA, which selects developments to receive LIHTC awards based on competitive application criteria. In addition to providing rental housing for low and moderate income families, multifamily projects financed with Sustainability Bonds finance housing for seniors, persons with special needs, and residents requiring supportive housing. In addition, multifamily affordable housing projects that receive a LIHTC allocation also tend to receive subsidy payments under the federal Housing Assistance Payment Program (or Section 8). LIHTC projects are typically designated for residents at between 30% and 80% AMI.

IHDA has financed more than 150,000 affordable rental homes since 1967. One of every 18 rental units in the State was built or rehabilitated with IHDA resources. IHDA's investments result in quality housing that serve working families, seniors, and persons with special needs.

A. IHDA Green Standards

Applicants seeking IHDA multifamily development financing must show that the project will meet the following IHDA Green Standards.

1. Enterprise Green Communities

Although Enterprise Green Communities ("EGC") certification is not required, projects receiving tax credits must adhere to EGC's 40 mandatory criteria in the eight major sections of the EGC program, unless pursuing certification under one of IHDA's Green Building Standards (discussed below). The eight sections of the EGC criteria are:

- *Integrative Design*: measures to ensure an integrated design process with sustainable building elements.

- *Location and Neighborhood Fabric*: thoughtful site location to connect to existing neighborhood fabric.
- *Site Improvement*: efforts during construction and with landscaping to improve the site.
- *Water*: water conservation measures.
- *Operating Energy*: improving operating energy performance with updated Architectural Standards, appropriately sized HVAC, and energy efficient appliances and lighting.
- *Materials*: healthier material selection and effective moisture control.
- *Healthy Living Environment*: measures to ensure healthy living for residents.
- *Operations, Maintenance, and Resident Engagement*: guidance for property managers, building operators, and residents on how to maximize benefits during operation.

2. Green Building Standards Certification

Projects with architectural design and construction that meet or exceed energy efficiency and green criteria can obtain additional points in the Project Application by certifying to one of the following standards:

- 2020 Enterprise Green Communities – projects that select the scoring criteria 5.5b "Moving to Zero Carbon: All Electric"
- LEED 4.1 Building Design and Construction (BD+C at the Gold or Platinum levels)
- National Green Building Standards (NGBS) at the Emerald Level
- Passive House Institute United States (PHIUS) CORE certification
- International Living Future Institute's (ILFI) Core Green Building Certification and Living Building Challenge 4.0 (Petals certification program)

3. Net Zero Certification

Criteria and certification process for third-party Net Zero Certifications can be accessed via the respective third-party websites for each standard. Applicant sponsors must provide proof of project registration in the program of their choice at the time the Project Application is submitted. When the Project receives a certificate of occupancy, sponsors must provide documentation to IHDA that they have achieved requisite certification. In lieu of certification, IHDA, in its sole discretion, may accept an alternative verification from a reliable third party qualified to confirm that the Project complies with the certification requirements, despite not receiving the official documentation.

4. Architectural Requirements

In connection with applying for financing from IHDA, an applicant must demonstrate that the project will satisfy IHDA's Standards for Architectural Planning and Construction (the "Architectural Standards"), which details minimum quality standards for the design and construction of quality affordable housing. The Architectural Standards are used by IHDA to evaluate plans and specifications for proposed affordable housing developments, including new construction, rehabilitation, and the adaptive reuse of buildings. Applicants must include the "Architectural Standards, Universal Design and Amenities Certification" (found on IHDA's website), signed by a licensed architect in their capacity as Architect of Record for the project.

5. Architectural Standards

The Architectural Standards impose a number of requirements, including the following mandatory requirements:

- All minimum green design requirements
- All applicable federal and state accessibility laws and/or as specified in Section 9.00 of the Architectural Standards, including:
  - At least 10% of the total units in the Project are designed for persons with mobility impairments;
  - At least 20.0% of the total dwelling units must comply with the Requirements for Adaptable Dwelling Units (Section 233.6.5 of the Illinois Accessibility Code);
  - At least 2% of the total units in the Project are designed for persons with sensory impairments (not less than one unit)
- All units must be provided with broadband internet infrastructure.

Rehabilitation projects are required to meet these minimum accessibility requirements. However, IHDA understands the challenges sometimes presented by rehabilitation projects. An applicant may submit a written request specifying project-related challenges as a result of acceptable definitions within the Illinois Accessibility Code (such as elements technical feasibility, structurally impracticability, etc.). The written request must specify the following items:

- The applicable section of the Accessibility Code
- The specific exemption being sought, and the applicable Accessibility Code section allowing the exemption
- A description explaining why the exemption applies
- Narrative and cost analysis of any alternatives explored to provide code required elements

6. Universal Design

Universal Design, as defined by the Center of Universal Design, is "the design of products and environments to be usable by all people, to the greatest extent possible, without the need for adaptation or specialization." IHDA recognizes the need to create housing including Universal Design features while maintaining aesthetics and affordability. Universal Design is not a safe harbor from other required accessibility codes, but is utilized as a supplement to any code requirements.

To award projects willing to provide Universal Design elements above the code, IHDA requires that each project include ten additional items not required by code in 100% of the units. As such, the application must identify any and all Universal Design principles to be integrated into the unit design. Applications seeking an exception to this requirement must provide a detailed narrative explaining the reason Universal design features cannot be provided.

7. Amenities

Applications must include preliminary architectural plans and specifications that include all of the following:

1. Cover sheet with development title, development team, drawing index, building areas and code information;

2. Dimensioned floor plans, including square footage, for all unit and building types, with room designations and proposed finishes;

3. Typical wall sections;

4. Exterior elevations for all building types with material notations matching those defined within the scoping document discussed below;

5. A site plan showing the placement and orientation of buildings, parking areas, sidewalks, easements, setbacks, trash dumpsters, buffers, storm water detention, required site amenities, and significant natural features;

6. Preliminary landscape plan;

7. Certification of Project Scope, signed by the architect and sponsor. The Certification must include a written description of the full project scope. Items to be included, but not limited to, in this document are:

    - Specifications indicating all materials selected and/or defined performance criteria (e.g., windows, doors, hardware, drywall, exterior materials, floor and wall finishes);

    - Definition of structural systems to be modified/installed as part of the project;

    - Programmatic description of the proposed furniture, fixtures, and equipment items;

    - Definition of the project's sustainability strategy in the form of a certification checklist, energy model or detailed description of elements provided and their expected impact consistent with the level of points requested in the Project Application;

    - Written description of HVAC system to be installed; and

    - Definition of any/all other unique items included in the Project.

8. Rehabilitation and Adaptive Reuse Projects

Projects involving the rehabilitation of existing buildings require a Physical Needs Assessment ("PNA"), completed according to IHDA's Standards for Property Needs Assessments and based on the existing condition of the property. Projects requesting LIHTC must include a minimum budgeted amount of hard construction costs per unit and minimum project scope, including but not limited to the following:

- Replacement of all plumbing fixtures within the entire project with fixtures meeting the fixture criteria identified in Standards for Architectural Planning and Construction.

- Replacement of all light fixtures throughout the project with high efficacy light sources - 65 lumens per watt, or luminaires with an efficacy of not less than 45 lumens per watt.

- Replacement of all flooring throughout the project with FloorScore certified flooring.

- Repair/Replacement of one additional major system beyond 90% of its useful life (furnaces, water heaters, central boilers, air conditioning equipment, elevator, windows, roofing, tuckpointing of exterior masonry, etc.) throughout the entire building

- Painting of all units and common areas.

IHDA may waive any of the above items based on the PNA.

9. <u>IHDA Standards for Environmental Reviews and Professionals</u>

All applicants for multifamily financing from IHDA must submit a Phase I Environmental Report from a professional firm experienced in providing environmental reports. Phase I assessments must be completed within one year prior to the QAP application deadline, consistent with the requirements of IHDA's Standards for Environmental Reviews and Professionals (the "Standards for Environmental Reviews").

The Standards for Environmental Reviews provide firm guidance as to the minimum criteria that should be considered when selecting an environmental firm, and requires that the environmental assessment and report exceed the basic scope of a standard Phase I report. In addition to detailing whether the site contains hazardous substances such as lead-based paint, mercury, PCBs, hazardous liquids or gases, elevated radon levels or asbestos, IHDA requires that the Phase I report address the following:

- If the project is located in a flood zone, the developer must include a Federal Emergency Management Agency ("FEMA") floodplain map for the Project area with boundaries of the Project site clearly defined. Projects proposing rehabilitation of existing buildings must submit a site plan that clearly indicates (i) the FEMA determined elevation of the floodplain or floodway; (ii) the elevation of the lowest floor level in the existing buildings; and (iii) the location of the existing buildings;

- The developer must submit a Historic Preservation Checklist to IHDA, which then submits the checklist to the Illinois Department of Natural Resources ("IDNR"). If the property is listed, or is eligible to be listed, in the Federal Register of Historic Places, the developer must submit additional reports for the IDNR;

- Whether the project is located in or near wetlands and, if so, whether any hydrophilic plants are present;

- Whether the project is located in close proximity to a railroad, major road, highway, freeway, airport, or any other noise generating source such as an industrial plant;

- Whether the site is located near a coastal zone, an area designated as being supported by a sole source aquifer, or a designated wild and scenic river;

- Whether the project will impact federally-listed or proposed threatened and endangered species, or designated or proposed critical habitats; and

- Whether there is any indication that the project may raise issues related to environmental justice.

These heightened standards of environmental review and reporting furthers IHDA's mission to finance the creation and preservation of affordable housing that increases the supply of decent and safe places for people of low or moderate means to live.

B. Bonds Alignment with Green Bond Principles, Social Bond Principles, and Sustainability Bond Guidelines

"Sustainability Bonds are bonds where the proceeds will be exclusively applied to finance or re-finance a combination of both green and social projects."[7] IHDA designates certain series of multifamily housing bonds as Sustainability Bonds based on the intended use of proceeds: to finance affordable multifamily rental housing that includes energy efficiency standards and features. IHDA believes the intended use of proceeds of Sustainability Bonds, and the manner of expenditure of such funds, are consistent with the four core components described by the ICMA in *Green Bond Principles*, *Social Bond Principles*, and *Sustainability Bond Guidelines*: (1) Use of Proceeds, (2) Process for Evaluation and Selection, (3) Management of Proceeds and (4) Reporting.

1. Use of Proceeds

IHDA Sustainability Bonds are used to finance affordable, multifamily rental housing projects benefiting from 4% or 9% LIHTC allocation and which design specifications are consistent with the State's energy efficiency and conservation requirements as set forth in the QAP, which is updated annually.

2. Project Evaluation and Selection

The QAP details how IHDA awards LIHTC tax credits and serves as a framework for the development and rehabilitation of affordable rental units. Affordable housing developers apply for tax credits with IHDA, which selects developments to receive LIHTC awards based on competitive application criteria. The application process begins with the developer submitting a Preliminary Project Assessment ("PPA") to IHDA prior to submitting a Project Application. Only upon receipt of an approval notice of the PPA may an applicant submit a full Project Application. Project Applications must include a Phase I environmental site assessment completed within one year prior to the application deadline.

In addition, Section 42(m) of the Code requires IHDA to include the following selection criteria in the QAP:

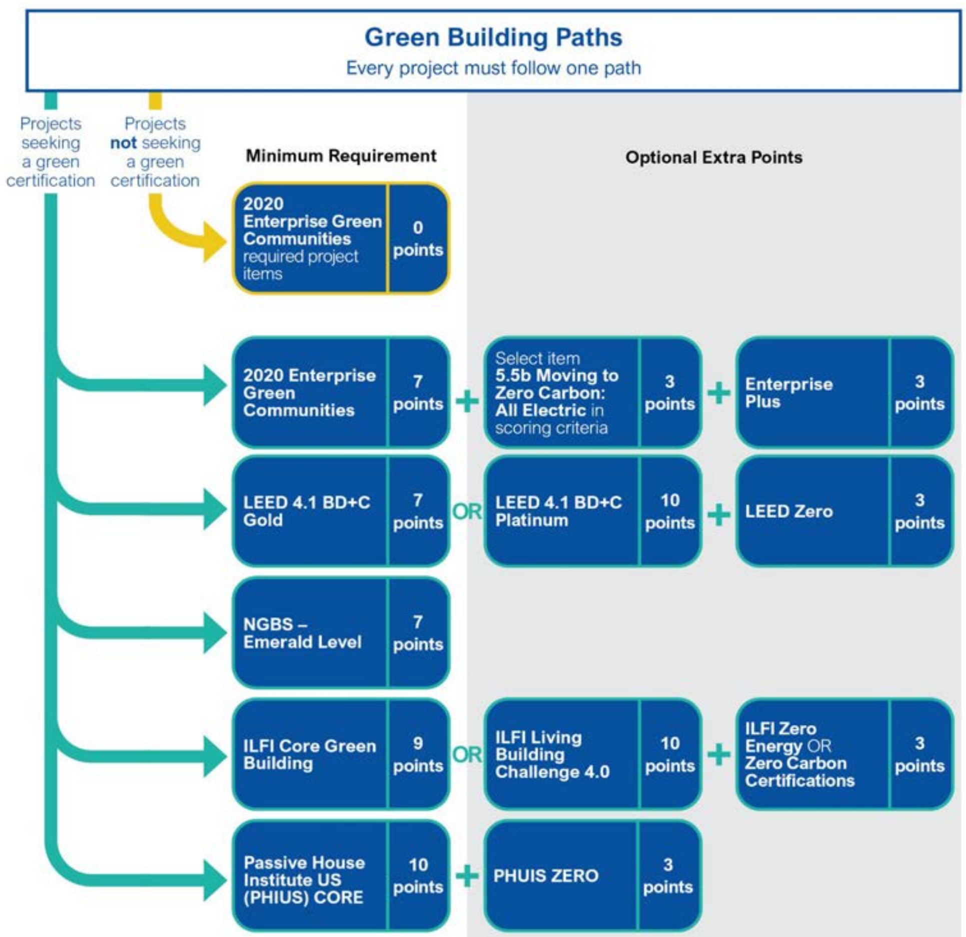
- Project location
- Housing need characteristics
- Project characteristics, including whether the Project involves the use of existing housing as part of a concerted Revitalization Plan
- Sponsor characteristics

[7] International Capital Market Association Sustainable Bond Guidelines at https://www.icmagroup.org/sustainable-finance/the-principles-guidelines-and-handbooks/sustainability-bond-guidelines-sbg/ (last accessed January 31, 2023).

- Tenant populations with special housing needs
- Public housing waiting lists
- Tenant populations of individuals with children
- Projects intended for eventual tenant ownership
- Energy efficiency of the project
- Historic nature of the project

In addition to the criteria set forth in the Code, IHDA reviews whether a project is expected to provide safe, quality housing at rent levels which low and moderate income individuals and families can afford. Updated income and rent limits for multifamily affordable housing financed by IHDA can be found on its website. Financial feasibility and documentation requirements under IHDA's Underwriting Standards Guide, which is incorporated into the QAP.

In selecting the winning application for a LIHTC project, IHDA utilizes a point system that awards a maximum of 13 points (or 13%) to applicants incorporating sustainability standards. Projects must adhere, at minimum, to EGC mandatory criteria. Projects may obtain additional points by obtaining EGC Certification or, in the alternative, obtaining Green Building Standards Certification and Net Zero Certification. IHDA's Green Building Paths illustrates the allocation of sustainability points:



The QAP incorporates, by reference, the mandatory EGC criteria, Green Building Standards Certification, and Net Zero Certification, each of which is discussed above in Subsection A.

3. Management of Proceeds

Net of certain transaction costs, the proceeds of Sustainability Bonds are deposited in segregated accounts under the General Indenture and invested in investment obligations until disbursed to finance multifamily projects.

4. Post-Issuance Reporting

IHDA will provide voluntary, annual updates regarding the disbursement of the proceeds of Sustainability Bonds substantially in the form shown below. IHDA will provide such disclosure until the applicable lendable proceeds for a particular issuance have been fully expended. In respect to the disbursement of proceeds of Sustainability Bonds for the refunding of IHDA multifamily bonds, IHDA posts one-time updates for such issuances. While IHDA posts updates on the MSRB's EMMA system, this reporting is separate from IHDA's post-issuance continuing disclosure obligation. Failure by IHDA to provide such updates is not a default or event of default under the General Indenture or any continuing disclosure agreement.

FORM OF SUSTAINABILITY BONDS ANNUAL REPORTING

Development Name (New Construction/ Rehabilitation)	Development Location	__% LIHTC Allocation	Anticipated Population Served or Elected % AMI	Environmental Attributes	Bond Proceeds Disbursed ($) as of June __, ___	Bond Proceeds Disbursed (%) as of June __, ___

C. Bonds Alignment with United Nations Sustainable Development Goals

By reference to the ICMA *Green and Social Bonds: A High-Level Mapping to the Sustainable Development Goals*, IHDA has determined that its Sustainability Bonds designation reflects the use of the proceeds of its multifamily housing bonds in a manner that is consistent with the following United Nations SDGs:

- *Goal No. 1 (No Poverty)* is focused on ending poverty in all its forms everywhere. Target 1.4 maps to the SDG categories of Affordable Housing, Access to Essential Services, and Socioeconomic Advancement and Empowerment

- *Goal No. 7 (Affordable and Clean Energy)* is focused on ensuring access to affordable, reliable, sustainable, and modern energy for all. Target 7.3 maps to the SDG category of Energy Efficiency.

- *Goal No. 11 (Sustainable Cities and Communities)* is focused on making cities and human settlements inclusive, safe, resilient and sustainable. Target 11.1 maps to the SDG category of Affordable Housing and Affordable Basic Infrastructure.

III. IHDA's MULTIFAMILY PROGRAM – Social Bonds

From time to time, IHDA will issue Multifamily Social Bonds, the proceeds of which are used to refinance affordable, multifamily rental housing projects benefiting from LIHTC allocation.

A. Bonds Alignment with Social Bond Principles

IHDA Multifamily Social Bonds are aligned with the four core components of the Social Bonds Principles: (1) Use of Proceeds, (2) Process for Project Evaluation and Selection, (3) Management of Proceeds, and (4) Transparency through Ongoing Reporting.

1. <u>Use of Proceeds</u>

As discussed at length in Section II, IHDA's Multifamily Social Bonds issuances are used to finance or refinance the construction, preservation, and redevelopment of affordable, multifamily rental housing developments containing conservation and energy efficiency standards for qualified low-income residents, as addressed in IHDA's QAP and LIHTC manual.

2. <u>Project Evaluation and Selection</u>

Section 42(m) of the Code requires IHDA to give preference in allocating LIHTC tax credits to projects that, among other requirements, serve the lowest income tenants for the longest periods, and which are located in qualified census tracts. Moreover, in order to qualify as LIHTC eligible, units must be leased at affordable rents. Qualified rents are defined by a maximum gross rent calculation designed to be no more than 30% of maximum household income, adjusted by unit size, and updated annually to reflect changes in AMI, as addressed in IHDA's LIHTC manual. The units themselves must be in good condition, available to the general public, and leased on a non-transient basis. Among the considerations of a developer's LIHTC application is the population served by the project. Owners of projects financed with LIHTC commit to providing certain proportions of qualified affordable units in a minimum set aside election.

3. <u>Management of Proceeds</u>

Net of certain transaction costs, the proceeds of Multifamily Social Bonds are deposited in segregated accounts under the General Indenture and invested in permitted investments until disbursed. Such disbursements are tracked by IHDA.

4. <u>Post-Issuance Reporting</u>

IHDA provides annual updates regarding the disbursement of the proceeds of Multifamily Social Bonds until the applicable lendable proceeds for a particular issuance have been fully expended. IHDA posts one-time updates for the disbursement of proceeds of Multifamily Social Bonds used to refund IHDA multifamily bonds.

While IHDA posts updates on EMMA, this reporting is separate from IHDA's post-issuance continuing disclosure obligation. Failure by IHDA to provide such updates is not a default or event of default under the General Indenture or any continuing disclosure agreement.

FORM OF MULTIFAMILY SOCIAL BONDS REPORTING

Series [ ] Bond Proceeds Summary	
Total Series [ ] Bond Proceeds	
Amount of Prior Bonds refunded with [ ] Bond Proceeds	
Series [ ] Bond Proceeds Remaining as of [date]	$[ ]
Amount of Series [ ] Transferred Loans	

B. Bonds Alignment with United Nations Sustainable Development Goals

By reference to the ICMA's *Green and Social Bonds: A High-Level Mapping to the Sustainable Development Goals*, IHDA has determined that its Multifamily Social Bonds designation reflects the use of the proceeds in a manner that is consistent with the following United Nations SDGs:

- *Goal No. 1 (No Poverty)* is focused on ending poverty in all its forms everywhere. Target 1.4 maps to the SDG categories of Affordable Housing, Access to Essential Services and Socioeconomic Advancement and Empowerment

- *Goal No. 11 (Sustainable Cities and Communities)* is focused on making cities and human settlements inclusive, safe, resilient and sustainable. Target 11.1 maps to the SDG category of Affordable Housing.

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APPENDIX K

FORM OF SOCIAL BONDS ANNUAL REPORT

Series 2023A/B/C Bond Proceeds Summary	
Total Original Lendable Proceeds	$
Amount of Proceeds Spent to Acquire Mortgage Loans and/or Mortgage-Backed Securities as of [date]	
Bond Proceeds Remaining as of [date]	$

Purchased Series 2023 _ Mortgage Loans and/or Mortgage-Backed Securities as of [ ] by Borrower Income as a Percentage of Area Median Income (AMI)		
AMI Band	# of Loans	$ of Loans ($000s)
Below 80%		
80% - 140%		
Totals		

Mortgage Loans (Pooled into Mortgage-Backed Securities) Expected to be Purchased with Series 2023A/B/C Bond Proceeds as of February 17, 2023 by Borrower Income as a Percentage of Area Median Income (AMI)		
AMI Band	# of Loans	$ of Loans ($000s)
50% and below	301	33,227
50.1% - 60%	158	21,651
60.1% - 70%	154	25,795
70.1% - 80%	164	28,991
80.1% - 90%	137	26,037
90.1% - 100%	117	24,861
100.1% - 140%	152	32,525
Totals	**1,183**	**193,057**

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ILLINOIS HOUSING DEVELOPMENT AUTHORITY • REVENUE BONDS, 2023 SERIES A (NON-AMT) (SOCIAL BONDS), 2023 SERIES B (TAXABLE) (SOCIAL BONDS), 2023 SERIES C (TAXABLE) (VARIABLE RATE) (SOCIAL BONDS)

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