

NEW ISSUE – BOOK-ENTRY ONLY

In the opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel, conditioned upon compliance with certain covenants and agreements which are intended to ensure compliance with the Internal Revenue Code of 1986, as amended (the “Code”), under existing laws, regulations, rulings and judicial decisions, interest on the 2007 Series C Bonds (as defined below) is excludable from gross income of the owners thereof for federal income tax purposes, except that no opinion is expressed with respect to interest on any 2007 Series C Bond for any period during which such 2007 Series C Bond is held by a “substantial user” of the facilities financed by such 2007 Series C Bond or a “related person” as those terms are defined in Section 147 of the Code. Interest on the 2007 Series C Bonds is taken into account as a specific preference item included in minimum taxable income for purposes of calculating the alternative minimum tax imposed on individuals and corporations under the Code. For information regarding certain requirements for and exceptions to such exclusion, see “TAX MATTERS” herein. Under the Illinois Housing Development Act, in its present form, income from the 2007 Series C Bonds (as defined below) is exempt from all taxes of the State of Illinois or its political subdivisions, except for estate, transfer and inheritance taxes.



\$9,605,000 **ILLINOIS HOUSING DEVELOPMENT AUTHORITY** **Housing Bonds** **2007 Series C (Pioneer Village Apartments) (AMT)**

Dated: See inside cover

Due: See inside cover

The Housing Bonds, 2007 Series C (Pioneer Village Apartments) (the “2007 Series C Bonds”) are issuable only in registered form. The Depository Trust Company (“DTC”), New York, New York, will act as securities depository of the 2007 Series C Bonds and its nominee, Cede & Co., will be the registered owner of the 2007 Series C Bonds. For further details on ownership, payments, notices and other matters under the book-entry only system, see “BOOK-ENTRY ONLY SYSTEM.” The 2007 Series C Bonds are issued pursuant to a Trust Indenture dated as of March 1, 1999, as amended, and a Series Supplemental Indenture for the 2007 Series C Bonds dated as of December 1, 2007 between the Authority and U. S. Bank National Association, Chicago, Illinois, as Trustee. Principal of, premium, if any, and interest on the 2007 Series C Bonds will be paid by The Bank of New York Trust Company, N.A., as Master Paying Agent.

The 2007 Series C Bonds are issuable in fully registered form in denominations of \$5,000 or any integral multiple thereof. The 2007 Series C Bonds will bear interest from their dated date at the rates set forth on the inside cover page, payable on each January 1 and July 1, with the first interest payment date being July 1, 2008.

The 2007 Series C Bonds are subject to optional and mandatory redemption prior to maturity, including at par without premium, as described herein under the caption, “THE 2007 SERIES C BONDS – Redemption.”

Proceeds of the 2007 Series C Bonds, together with other available funds, will be used to (a) make a new mortgage loan to Pioneer Village Housing Preservation, L.P., an Illinois limited partnership, for the multi-family housing development, commonly known as “Pioneer Village Apartments” located at 340 East 38th Street, Chicago, Illinois, (b) make a deposit to the Reserve Fund, (c) make a deposit to the Debt Service Account for capitalized interest, and (d) pay certain costs incurred in connection with the issuance of the 2007 Series C Bonds. See “PLAN OF FINANCE” and “SOURCES AND USES OF FUNDS.”

The 2007 Series C Bonds are general obligations of the Authority. The full faith and credit of the Authority (subject to the provisions of resolutions or indentures pledging particular moneys, assets or revenues to the payment of notes, bonds or other obligations other than the 2007 Series C Bonds) is pledged for payment of the principal and premium, if any, of, and interest and Sinking Fund Installments on, the 2007 Series C Bonds. The 2007 Series C Bonds are also secured by a pledge of the Trust Estate established under the Indenture, including Revenues, Funds and Accounts established under the Indenture and the Series Supplemental Indenture (other than the Acquired Development Fund), Acquired Bonds, rights in Loans and security for the rights in Loans which rights are part of the Trust Estate, in each case solely to the extent such items are subject to the pledge, assignment, lien and security interest as provided in the Indenture. A Series Supplemental Indenture for a Series of Additional Bonds will specify whether such Additional Bonds will be the general obligation of the Authority and whether they will be secured on a parity basis with the 2007 Series C Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.” The Authority has previously issued other Series of Bonds, and expects in the future to issue additional Series of Bonds, under the Indenture for which the 2007 Series C Bonds are parity obligations.

The scheduled payment of principal of and interest on the 2007 Series C Bonds when due will be guaranteed under an insurance policy to be issued concurrently with the delivery of the 2007 Series C Bonds by **FINANCIAL SECURITY ASSURANCE INC.**



The 2007 Series C Bonds are not a debt of or guaranteed by the State of Illinois or the United States or any agency or instrumentality thereof. The Authority has determined by resolution that Section 26.1 of the Illinois Housing Development Act, as amended, which requires the Governor to submit to the General Assembly the amount certified by the Authority as being required to pay debt service on its bonds because of insufficient moneys available for such payments, shall not apply to the 2007 Series C Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The 2007 Series C Bonds are offered when, as and if issued and received by the Underwriter, subject to prior sale, withdrawal or modification of the offer 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 and by its counsel, Mayer Brown LLP, Chicago, Illinois, and for the Underwriter by its counsel, Barnes & Thornburg LLP, Chicago, Illinois. See “LEGAL MATTERS.” It is expected that the 2007 Series C Bonds will be available for delivery to DTC in New York, New York, on or about December 18, 2007.

UBS Investment Bank

This Official Statement is dated December 6, 2007.

\$9,605,000
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
Housing Bonds
Series C (Pioneer Village Apartments) (AMT)

MATURITY SCHEDULES

Dated: Date of Delivery, expected to be December 18, 2007

\$875,000 2007 Series C Serial Bonds (AMT)

<u>Maturity</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>	<u>Maturity</u>	<u>Amount</u>	<u>Interest</u> <u>Rate</u>	<u>Price</u>
July 1, 2009	\$25,000	3.600%	100.000%	July 1, 2014	\$110,000	4.200%	99.715%
July 1, 2010	90,000	3.800%	100.000%	July 1, 2015	115,000	4.250%	99.679%
July 1, 2011	95,000	3.900%	100.000%	July 1, 2016	115,000	4.375%	99.470%
July 1, 2012	100,000	4.000%	100.000%	July 1, 2017	120,000	4.400%	99.229%
July 1, 2013	105,000	4.000%	99.752%				
	\$2,035,000	5.200%	Term Bonds due July 1, 2028 - Price 98.755%				
	\$3,460,000	5.300%	Term Bonds due July 1, 2038 - Price 98.509%				
	\$3,235,000	5.375%	Term Bonds due July 1, 2044 - Price 98.037%				

No person has been authorized by the Authority or the Underwriter to give any information or to make any representations other than those contained in this Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority or the Underwriter. This Official Statement does not constitute an offer to sell or the solicitation of any offer to buy, nor shall there be any sale of, the 2007 Series 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 hereunder 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.

TABLE OF CONTENTS

INTRODUCTION.....	1	Rating Certificates, Compliance Certificates and Cash Flow	
PLAN OF FINANCE	3	Certificates.....	56
The Pioneer Village Loan.....	3	Covenants Relating to Loans and Acquired Bonds.....	58
Assumptions.....	4	Certain Other Covenants	59
SOURCES AND USES OF FUNDS	5	Defaults and Remedies	59
THE AUTHORITY	6	Pro Rata Application of Funds.....	61
Powers and Duties.....	6	Restrictions Upon Actions by Individual Bondowner.....	63
Multi-Family Housing Experience	6	Limitations on Remedies for Series of Bonds	64
Membership	7	Trustee Entitled to Indemnity	64
Management	7	Limitation of Obligations and Responsibilities of Trustee.....	64
SECURITY AND SOURCES OF PAYMENT FOR THE		Compensation and Indemnification of Trustee	65
BONDS	8	Resignation and Removal of Trustee.....	65
General	8	Appointment of Successor Trustee.....	66
Revenues.....	10	Master Paying Agent	66
Acquired Bonds	10	Successor Master Paying Agent	67
Loans.....	10	Modifications of Resolutions and Outstanding Bonds.....	67
Reserve Fund	11	Defeasance.....	69
Rating Certificate; Cash Flow Certificates and Compliance		Bond Insurer Provisions – Supplemental Indenture.....	70
Certificates	11	TAX MATTERS	75
Certain Factors Affecting Multi-Family Loans	13	Changes in Federal Tax Law	78
Derivatives.....	14	Illinois Taxes.....	78
Additional Bonds	15	State Tax Law Changes.....	78
State Certification	15	LEGAL MATTERS.....	79
THE BOND INSURANCE POLICY	15	LITIGATION	79
Bond Insurance Policy	15	LEGALITY FOR INVESTMENT	79
Financial Security Assurance Inc.	16	RATINGS	80
RECENT DEVELOPMENTS	16	UNDERWRITING.....	80
THE 2007 SERIES C BONDS	17	FINANCIAL STATEMENTS	80
General	17	FINANCIAL MANAGEMENT POLICY.....	80
Redemption	17	CONTINUING DISCLOSURE	81
General Redemption Provisions	20	MISCELLANEOUS	81
Master Paying Agent and Trustee.....	23	APPENDIX A AUTHORITY ANNUAL FINANCIAL	
BOOK-ENTRY ONLY SYSTEM	23	STATEMENTS (AUDITED) (AS OF JUNE 30, 2007).....	A-1
FINANCED DEVELOPMENTS.....	26	APPENDIX B DESCRIPTION OF FEDERAL SECTION 236	
General	26	INTEREST RATE REDUCTION PROGRAM AND	
Description of Financed Developments.....	26	SECTION 8 SUBSIDY PROGRAM.....	B-1
OTHER PROGRAMS	32	APPENDIX C DESCRIPTION OF FHA MORTGAGE	
Other Multi-Family Mortgage Loan Programs.....	32	INSURANCE PROGRAM.....	C-1
Single-Family Mortgage Purchase Programs	33	APPENDIX D DESCRIPTION OF RISK SHARING	
Other Authorized Activities	34	PROGRAM.....	D-1
SUMMARY OF CERTAIN PROVISIONS OF THE		APPENDIX E DESCRIPTION OF SUPPORTIVE LIVING	
INDENTURE	35	PROGRAM.....	E-1
Certain Definitions	35	APPENDIX F FORM OF OPINION OF BOND COUNSELF-1	
Certain Authority Covenants.....	44	APPENDIX G SUMMARY OF CONTINUING	
Authorization of Bonds; Nature of Authority Obligation	45	DISCLOSURE COVENANT	G-1
Pledge of the Indenture.....	45	APPENDIX H FORM OF BOND INSURANCE POLICY ..H-1	
Issuance of Bonds	47	APPENDIX I RECENT PRESS RELEASES OF FITCH	
Funds and Accounts.....	49	RATINGS AND MOODY’S INVESTOR SERVICE.....	I-1
Security for Deposits and Investment of Funds	55		

THE 2007 SERIES C BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE INDENTURE HAS NOT BEEN QUALIFIED UNDER THE TRUST INDENTURE ACT OF 1939, AS AMENDED, IN RELIANCE UPON EXEMPTIONS CONTAINED IN SUCH ACTS. THE REGISTRATION OR QUALIFICATION OF THE 2007 SERIES C BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW OF THE STATES IN WHICH THE 2007 SERIES C BONDS HAVE BEEN REGISTERED OR QUALIFIED AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

THE UNDERWRITER HAS PROVIDED THE FOLLOWING SENTENCE FOR INCLUSION IN THIS OFFICIAL STATEMENT: THE UNDERWRITER HAS REVIEWED THE INFORMATION IN THIS OFFICIAL STATEMENT IN ACCORDANCE WITH, AND AS

PART OF, ITS RESPONSIBILITIES TO INVESTORS UNDER THE FEDERAL SECURITIES LAWS AS APPLIED TO THE FACTS AND CIRCUMSTANCES OF THIS TRANSACTION, BUT THE UNDERWRITER DOES NOT GUARANTEE THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE 2007 SERIES C BONDS HAVE NOT BEEN RECOMMENDED BY ANY FEDERAL OR STATE SECURITIES COMMISSION OR REGULATORY AUTHORITY. FURTHERMORE, THE FOREGOING AUTHORITIES HAVE NOT CONFIRMED THE ACCURACY OR DETERMINED THE ADEQUACY OF THIS OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

IN CONNECTION WITH THE OFFERING OF THE 2007 SERIES C BONDS, THE UNDERWRITER MAY OVER ALLOT OR EFFECT TRANSACTIONS THAT STABILIZE OR MAINTAIN THE MARKET PRICES OF 2007 SERIES C BONDS AT LEVELS ABOVE THOSE WHICH MIGHT OTHERWISE PREVAIL IN THE OPEN MARKET. SUCH STABILIZING, IF COMMENCED, MAY BE DISCONTINUED AND RECOMMENCED AT ANY TIME WITHOUT NOTICE.

THE UNDERWRITER MAY ENGAGE IN SECONDARY MARKET TRADING IN THE 2007 SERIES C BONDS, SUBJECT TO APPLICABLE SECURITY LAWS. THE UNDERWRITER, HOWEVER, IS NOT OBLIGATED TO REPURCHASE ANY OF THE 2007 SERIES C BONDS AT THE REQUEST OF ANY OWNER THEREOF. FOR INFORMATION WITH RESPECT TO THE UNDERWRITER, SEE "UNDERWRITING."

OFFICIAL STATEMENT
of
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
relating to
\$9,605,000
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
Housing Bonds
2007 Series C (Pioneer Village Apartments) (AMT)

INTRODUCTION

This Official Statement (including the cover page and appendices) is being distributed by the Illinois Housing Development Authority (the “Authority”) in order to furnish information in connection with the issuance by the Authority of its \$9,605,000 Housing Bonds, 2007 Series C (Pioneer Village Apartments) (AMT) (the “2007 Series C Bonds”). The 2007 Series 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”).

The 2007 Series C Bonds are being issued under the provisions of: (i) a Trust Indenture dated as of March 1, 1999, as amended (the “Indenture”) between the Authority and U.S. Bank National Association, Chicago, Illinois, as trustee (the “Trustee”); (ii) with respect to the 2007 Series C Bonds, a 2007 Series C Supplemental Indenture dated as of December 1, 2007 (the “2007 Series C Supplemental Indenture”) between the Authority and the Trustee; (iii) with respect to the 2007 Series C Bonds, the Resolutions of the Authority adopted on July 20, 2007, each as supplemented by the Determination of the Chairman and the Executive Director of the Authority with respect to the 2007 Series C Bonds (collectively, the “Resolution”). Initially capitalized terms used but not otherwise defined in this Official Statement have the same meanings given them in the “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Certain Definitions.”

The Indenture permits the Authority to undertake a variety of financings, including the financing or refinancing of multi-family developments and single family dwellings. Financings may be accomplished by making any loans that the Authority is authorized by law to make, by acquiring other bonds of the Authority which in turn financed or refinanced loans made by the Authority, or by refunding outstanding bonds of the Authority and acquiring the loans that had been financed by the refunded bonds. Multi-family developments financed directly or indirectly under the Authority’s multi-family program are referred to as “Financed Developments.”

The 2007 Series C Bonds are being issued to make a new mortgage loan (the “Pioneer Village Loan”) to Pioneer Village Housing Preservation, L.P., an Illinois limited partnership (the “Pioneer Village Borrower”). The Pioneer Village Borrower will use the proceeds of the Pioneer Village Loan to acquire, construct, rehabilitate and develop a housing development, commonly known as “Pioneer Village Apartments” located at 340 East 38th Street, Chicago, Illinois (the “Pioneer Village Financed Development”).

For further information on the use of proceeds of the 2007 Series C Bonds, see “PLAN OF FINANCE” and “SOURCES AND USES OF FUNDS.”

As of June 30, 2007, the Authority had issued \$466,385,000 aggregate original principal amount of bonds under the Indenture, of which \$407,965,000 aggregate principal amount was outstanding (the “Prior Bonds”). The 2007 Series C Bonds are being issued on a parity basis with the Prior Bonds. The Prior Bonds, the 2007 Series C Bonds (when issued) and all other bonds hereafter issued under the Indenture are referred to herein as the “Bonds.” Additional Bonds (the “Additional Bonds”), which may be secured by security in addition to the security for the 2007 Series C Bonds, may be issued by the Authority for purposes, upon terms and subject to conditions provided in the Indenture. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS – Additional Bonds.”

As further described under the caption “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS,” the 2007 Series C Bonds are general obligations of the Authority. The full faith and credit of the Authority (subject to the provisions of resolutions or indentures pledging particular moneys, assets or revenues to the payment of notes, bonds or other obligations other than the 2007 Series C Bonds) is pledged for payment of the principal and Redemption Price, if any, of, and interest and Sinking Fund Installments on, the 2007 Series C Bonds. The 2007 Series C Bonds are also secured on a parity basis with the Prior Bonds by a pledge of the Trust Estate established under the Indenture, including Revenues, Funds and Accounts established under the Indenture and Series Supplemental Indentures (other than the Acquired Development Fund), Acquired Bonds, rights in Loans and security for the rights in Loans which rights are part of the Trust Estate, in each case solely to the extent such items are subject to the pledge, assignment, lien and security interest as provided in the Indenture. A Series Supplemental Indenture for a Series of Additional Bonds will specify whether such Additional Bonds will be the general obligation of the Authority and whether they will be secured on a parity basis with the 2007 Series C Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The scheduled payment of principal of and interest on the 2007 Series C Bonds when due will be guaranteed under one or more municipal bond insurance policies (collectively, the “Insurance Policy”) to be issued concurrently with the delivery of the 2007 Series C Bonds by Financial Security Assurance Inc. (the “Bond Insurer” or “FSA”). For a description of certain provisions of the Insurance Policy and for certain information concerning the Bond Insurer, see “THE BOND INSURANCE POLICY” and “APPENDIX H – FORM OF BOND INSURANCE POLICY.”

The 2007 Series C Bonds are not a debt of or guaranteed by the State of Illinois (the “State”) or the United States or any agency or instrumentality thereof. The Authority has determined by resolution that 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 its bonds because of insufficient moneys available for such payments, shall not apply to the 2007 Series C Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The descriptions and summaries of various documents hereinafter set forth 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 herein are qualified in their entirety by reference to each document.

PLAN OF FINANCE

The Pioneer Village Loan

Proceeds of the 2007 Series C Bonds, together with other available funds, will be used to: (a) make the Pioneer Village Loan to finance the Pioneer Village Financed Development; (b) make a deposit to the Reserve Fund; (c) make a deposit to the Debt Service Account for capitalized interest; and (d) pay certain costs incurred in connection with the issuance of the 2007 Series C Bonds. See “SOURCES AND USES OF FUNDS.”

The Authority expects to use a portion of the proceeds of the 2007 Series C Bonds to make the Pioneer Village Loan in the principal amount of \$9,052,774. With the proceeds of the Pioneer Village Loan, together with other funds, the Pioneer Village Borrower will acquire, construct, rehabilitate and develop the Pioneer Village Financed Development.

The Pioneer Village Borrower proposes to acquire and rehabilitate Pioneer Village Apartments, an existing affordable housing development in Chicago, Illinois. The 20 story masonry elevator building was constructed in 1982 and contains 95 one-bedroom units and 57 two-bedroom units. This development also includes 35 parking spaces. Pioneer Village Apartments serves an elderly population aged 62 and over. Unit amenities will include central HVAC, balconies, activity room, four elevators, laundry facilities and emergency call systems in the units that connect to the security desk that is monitored 24 hours a day, 7 days a week. The Pioneer Village Financed Development is subject to Section 8 (as defined below) subsidies, and the expiration date of the Section 8 contract is February 1, 2022. See “SECURITY AND SOURCES OF PAYMENT FOR THE BONDS.”

The Pioneer Village Loan will be evidenced and secured by a note, a first mortgage, a security agreement and assignment of rents and leases, a regulatory agreement, UCC financing statements, an environmental indemnity agreement and other security agreements. It is expected that the Pioneer Village Loan will have a principal amount of \$9,052,774, and will be amortized over 35 years and will bear interest at 6.44% per annum. The Pioneer Village Loan will be nonrecourse to the Pioneer Village Borrower, subject to limited exceptions and certain indemnities. The Pioneer Village Loan documents will require the establishment of certain reserve accounts including, among others, a Replacement Reserve Account and a Tax and Insurance Reserve Account. These accounts will be held by the Authority and are not pledged under the Indenture to secure the 2007 Series C Bonds.

The Pioneer Village Financed Development will be subject to certain restrictions, required by the Internal Revenue Code of 1986, as amended, as set forth in a tax regulatory agreement to be entered into by the Pioneer Village Borrower, the Trustee and the Authority. Such restrictions relate to ownership and occupancy of the Pioneer Village Financed Development. See “TAX MATTERS.”

The Pioneer Village Loan is not prepayable without the consent of the Authority, in whole or in part, until April 1, 2019. After that date, the Pioneer Village Loan will be prepayable in whole, but not in part, upon 40 days written notice to the Authority. In the event of a prepayment, the Pioneer Village Borrower will be obligated to pay, in addition to the principal amount of the Pioneer Village Loan remaining unpaid, other costs of the Authority associated with financing the Pioneer Village Financed Development, which may include the following: (i) a share of the principal amount of the 2007 Series C Bonds issued for the purpose of paying issuance costs and making a deposit in the Reserve Fund; (ii) the interest to accrue, through the

redemption date, on all 2007 Series C Bonds to be redeemed by the Authority in connection with such prepayment; (iii) the redemption premium, if any, on the 2007 Series C Bonds to be redeemed; and (iv) the costs and expenses of the Authority in effecting the redemption of the 2007 Series C Bonds to be redeemed.

Assumptions

The interest rates, maturities and the payment dates for the 2007 Series C Bonds were established by the Authority in order that payments expected to be received under the mortgage loans made with the proceeds of the 2007 Series C Bonds and other moneys and securities held under the Indenture and the income expected to be received thereon, will be sufficient to pay, when due, the debt service on and expenses attributable to the 2007 Series 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 Rating Certificate. Because all Bonds issued under the Indenture (other than Subordinate Bonds) will rank equally and ratably with the 2007 Series C Bonds with respect to the security afforded by the Indenture, availability of money for repayment of the 2007 Series C Bonds could be significantly affected by the issuance, application and investment of proceeds of Additional Bonds.

The maturities and Sinking Fund Installments of the 2007 Series C Bonds were established based on the assumption that (a) there would be no Loan Prepayments, Acquired Bonds Redemption Receipts or Recovery Payments related to the Financed Developments, and (b) surplus Revenues comprising regularly scheduled principal payments on certain Loans would be used to make other Loans or acquire Acquired Bonds; however, (i) the Authority may receive Loan Prepayments, Acquired Bonds Redemption Receipts and Recovery Payments related to the Financed Developments, and (ii) the Authority is not obligated to recycle such surplus Revenues by making other Loans or acquiring Acquired Bonds. *As mentioned below under the caption "THE 2007 SERIES C BONDS," Loan Prepayments, Acquired Bonds Redemption Receipts, Recovery Payments, and surplus Revenues may be used to redeem Bonds of any Series, including the 2007 Series C Bonds.* Consequently, to the extent such amounts are used to redeem 2007 Series C Bonds, the average life of an 2007 Series C Bond may be significantly shorter than its stated maturity.

For a description of the circumstances under which the Authority may change the assumptions described herein, see "SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Rating Certificates, Compliance Certificates and Cash Flow Certificates."

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds (rounded to the nearest whole dollar) in connection with the issuance of the 2007 Series C Bonds are as follows:

Sources:

2007 Series C Bond Proceeds	\$9,462,095
Borrower's Equity	<u>343,014</u>
Total Sources	<u>\$9,805,109</u>

Uses:

Pioneer Village Loan	\$9,052,774
Deposit to Reserve Fund	355,000
Deposit to Debt Service Account for Capitalized Interest	54,321
Cost of Issuance	244,602
Underwriter's Fee	<u>98,412</u>
Total Uses	<u>\$9,805,109</u>

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 \$3,600,000,000 of bonds and notes outstanding, excluding those issued to refund its outstanding bonds and notes. As of June 30, 2007, the Authority had debt outstanding in the amount of \$1,990,507,520, which consisted of general obligation debt, special limited obligation debt and conduit debt. The conduit debt, which is special limited obligation debt, accounted for \$393,307,566 of that total.

Multi-Family Housing Experience

The Authority has significant experience in the underwriting and servicing of multifamily mortgage loans. In its more than 30 years of operation, the Authority has financed over 200 multi-family developments throughout the State under several separate multi-family bond programs, excluding single project financings. Total loans and other assets outstanding under these programs as of June 30, 2007, were approximately \$830 million.

The Authority is an FHA-Approved Mortgagee and is also an approved Seller/Servicer under the Fannie Mae Prior Approval Program. The Authority also serves as the State's administering agency for the Low Income Housing Tax Credit. As of June 30, 2007, the Authority's Multi-Family Programs and Technical Services Departments employed 45 people with a variety of skills in multi-family loan underwriting, market research, construction management, and subsidy contract administration, and its Asset Management Services Department employed 25 people in areas of asset management and other aspects of loan servicing.

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 shall be from any one county in the State, not more than five shall be of any one political party, and at least one shall 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:

TERRY E. NEWMAN, CHAIRMAN – PARTNER, KATTEN MUCHIN ROSENMAN LLP

ROBERT BARKER, VICE-CHAIRMAN – PRESIDENT, BARKER BROTHERS, INC.

VELMA BUTLER, TREASURER – MANAGING PARTNER, VELMA BUTLER & COMPANY, LTD.

MARY KANE, SECRETARY – SENIOR VICE PRESIDENT, STIFEL, NICOLAUS & COMPANY, INC.

KAREN DAVIS, MEMBER – MANAGER, REGIONS BANK, NA

MARK KOCHAN, MEMBER – ATTORNEY, KOCHAN & KOCHAN

GEORGE L. LAMPROS, MEMBER – PRESIDENT AND MANAGING PARTNER, BUSINESS GROWTH INNOVATIONS, INC.

There are currently two vacancies.

Management

The Authority employs a staff of approximately 189 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. Certain members of the senior staff of the Authority are listed below.

DESHANA L. FORNEY, Executive Director, was appointed by the Members of the Illinois Housing Development Authority (IHDA) on January 19, 2007. Previously, Ms. Forney served as Director of Public Safety for Governor Rod R. Blagojevich and was responsible for six state agencies and boards. She was instrumental in developing the Governor’s key policies in the areas under her purview including the creation of the new Department of Juvenile Justice. Ms. Forney also served as the liaison between the Governor and the Illinois House of Representatives. In this capacity, Ms. Forney acted as one of the Governor’s negotiators on moving four state budgets through the legislature of the State of Illinois, as well as promoting

critical pieces of housing legislation including the Comprehensive Housing Planning Act, the extension of the Illinois Affordable Housing Tax Credit and the creation of the Rental Housing Support Program. Ms. Forney holds a Bachelor of Arts degree in Political Science from Howard University in Washington, D.C. and a Masters of Arts degree in Political Studies from the University of Illinois-Springfield.

JANE R. BILGER, Assistant Executive Director and Chief of Staff, joined the Authority in 2003. Ms. Bilger has held various management positions in public and community development finance, including Director of Finance and Lending for the Illinois Facilities Fund, a statewide community development financial institution, Deputy Commissioner for Program Development for the City of Chicago Department of Housing, Vice President, Public Finance for W.H. Newbold's/American Capital Group and as Assistant Director-Program Coordination/ Neighborhood Program Coordinator in Philadelphia, Pennsylvania. Ms. Bilger has a Bachelor of Arts degree in Urban Studies from the University of Pennsylvania.

ROBERT W. KUGEL, Chief Financial Officer, Assistant Treasurer and Assistant Executive Director, has served as Chief Financial Officer of the Authority since 1983. He has been with the Authority since 1975. Previously, he served as finance manager of Telco Marketing Services Inc. for three years and of a division of The Greyhound Corporation for four years. Mr. Kugel holds a Juris Doctor degree from John Marshall Law School, a Master of Business Administration degree from Loyola University of Chicago and a Bachelor of Science degree from Northern Illinois University.

MARY R. KENNEY, General Counsel, returned to the Authority in August 2000. She previously served as an administrator of the Authority's Portfolio Administration Department from 1988 through 1991 and earned her law degree from Loyola University of Chicago. After law school, she joined the Chicago law firm of Johnson & Bell in 1994 where she specialized in commercial litigation. Ms. Kenney has argued before various appellate courts and has participated in all phases of litigation at the trial court level. She also holds a Bachelor of Science degree in finance from DePaul University, where she concentrated in real estate and graduated with honors.

JAMES J. KREGOR, Controller, joined the Authority in December 1985. Prior to that time he served as International Financial Manager of Baker & McKenzie for three years and in various management positions with Northwest Industries, Inc. for eight years. A Certified Public Accountant, Mr. Kregor holds a Master of Business Administration degree from Northern Illinois University and a Bachelor of Business degree from Western Illinois University.

The offices of the Authority are located at 401 North Michigan Avenue, Suite 700, Chicago, Illinois 60611. The telephone number of the Authority is (312) 836-5200.

SECURITY AND SOURCES OF PAYMENT FOR THE BONDS

General

The 2007 Series C Bonds are general obligations of the Authority. The full faith and credit of the Authority, subject to the provisions of resolutions or indentures pledging particular moneys, assets or revenues to the payment of notes, bonds or other obligations other than the 2007 Series C Bonds, is pledged for payment of the principal and Redemption Price, if any, of and interest and Sinking Fund Installments on the 2007 Series C Bonds.

Resolutions and indentures of the Authority which authorize the issuance of the Authority's outstanding bonds and notes (other than the Prior Bonds and the 2007 Series C Bonds) pledge the revenues, assets and moneys of the Authority with respect to the developments and mortgage loans financed by those obligations to the payment of those obligations, and such revenues, assets and moneys are not available for the payment of the Bonds. The full faith and credit of the Authority are also pledged for payment of many other outstanding notes, bonds and other obligations of the Authority. See "OTHER PROGRAMS" and "AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED) – Note F Bonds and Notes Payable" included in Appendix A. Amounts in the Authority's Administrative Fund (exclusive of sums held in escrow) are subject to the pledge of the Authority's full faith and credit for its various obligations. Except as may be limited by the Act, the Authority may use amounts in the Authority Administrative Fund for any lawful purpose and may pledge all or any portion of those funds with priority over the Bonds. See "AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED)" included in Appendix A.

The 2007 Series C Bonds are also secured on a parity basis with the Prior Bonds by a pledge of the Trust Estate established under the Indenture, including Revenues, Funds and Accounts established under the Indenture and Series Supplemental Indentures (other than the Acquired Development Fund) and all deposits and investments of those Funds and Accounts, Acquired Bonds, rights of the Authority to the payment of amounts in connection with Loans to the extent the payments would be included in Revenues, including, to the extent they may be so pledged, any right to governmental subsidies payable to the Authority to be used to pay principal of or interest on Loans, and also security for the pledged rights in Loans including, without limitation, mortgages, assignments of rents and other security interests and agreements, in each case to the extent subject to the pledge, assignment, lien and security interest provided in the Indenture.

A Series Supplemental Indenture for a Series of Additional Bonds will specify whether such Additional Bonds will be the general obligation of the Authority and whether they will be Subordinate Bonds (as defined herein) or secured by the Trust Estate on a parity basis with the Prior Bonds and the 2007 Series C Bonds.

The 2007 Series C Bonds are not a debt of or guaranteed by the State or the United States or any agency or instrumentality thereof. The Authority has determined by resolution that 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 its bonds because of insufficient moneys available for such payments, shall not apply to the 2007 Series C Bonds.

The Act provides that any pledge, assignment, lien, security interest or grant made pursuant to the Act, which includes the pledge and security interest made pursuant to the Indenture and any Series Supplemental Indenture, will be valid and binding and immediately effective upon its being made or granted without any physical delivery, filing, recording or further act. The pledge, assignment, lien, security interest or grant will be valid and binding as against, and will be superior to any claims of any 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, security interest or grant.

Except for the issuance of Bonds pursuant to the Indenture, the Authority has covenanted that it will not make or grant any pledge, assignment, lien or security interest in any of the Trust

Estate which is senior to or on a parity with the security provided by the Indenture. Except with respect to Subordinate Bonds, and except as expressly provided in or pursuant to the Indenture, all security for the Bonds under the Indenture will be for the equal and proportionate benefit of the obligations of the Authority on all Bonds. Nonetheless, the Authority may issue a Series of Bonds which may be additionally secured by a credit facility or a bond insurance policy securing only such Series of Bonds or a portion of such Series of Bonds as determined by the applicable Series Supplemental Indenture.

Revenues

Under the Indenture, “Revenues” means all money received by or on behalf of the Authority or the Trustee representing (i) principal and interest and related payments on Acquired Bonds and Loans, payments of service and other fees or charges to the Authority with respect to Loans, payments on Loans to reimburse the Authority for costs of issuance of Bonds (or other costs of the Authority with respect to Bonds payable from the Revenue Fund) and also including, without limitation, Loan Prepayments, Acquired Bond Redemption Receipts and Recovery Payments; (ii) Acquired Development Operating Income; (iii) Insurance Proceeds; (iv) Proceeds; (v) any Derivative Payments by a counterparty with respect to a Series of Bonds to the extent the related Series Supplemental Indenture provides for those Derivative Payments to be included in Revenues; and (vi) subject to certain limitations contained in the Indenture, interest and other investment earnings received on the investment of amounts in any Account or Fund (other than the Acquired Development Fund or the Rebate Fund), all in the manner and to the extent described in the Indenture and the Series Supplemental Indentures. Except as provided in a Series Supplemental Indenture, Revenues do not include (a) discount, points or other initial Loan fees charged by the Authority; (b) any payment of interest on a Loan or other payment with respect to a Loan to the extent to be used for paying mortgage insurance premiums or other fees for credit enhancement of the Loan; or (c) Development Receipts.

The Authority will immediately transfer all Revenues received by it, other than Acquired Development Operating Income, to the Trustee. All Revenues received by the Trustee will be deposited in the Revenue Fund.

Acquired Bonds

The 2007 Series C Bonds will also be secured on a parity basis with the Prior Bonds by a pledge of all right, title and interest of the Authority in and to the Acquired Bonds. “Acquired Bonds” means any bond or other obligation of the Authority not issued pursuant to the Indenture that a Series Supplemental Indenture authorizes the Authority to acquire with amounts deposited in the Funds and Accounts (as specified in the Series Supplemental Indenture) and includes any instrument evidencing an ownership interest in or security for such obligation. There are no Acquired Bonds currently held under the Indenture. The Indenture permits the Authority to acquire Acquired Bonds in the future.

Loans

The 2007 Series C Bonds will also be secured on a parity basis with the Prior Bonds by a pledge of certain rights of the Authority in and to the Loans and security for rights in Loans that are pledged as part of the Trust Estate. “Loan” means any loan authorized by a Series Supplemental Indenture financed with proceeds of Bonds, including the Pioneer Village Loan, or other amounts deposited in the Funds and Accounts (as specified in the Series Supplemental Indenture) and includes any instrument evidencing an ownership interest in or security for such

loan and also includes any loan financed by any Obligations refunded by Bonds to the extent the Series Supplemental Indenture for those Bonds so determines that such a loan shall be a Loan under this Indenture. A Loan may be a first mortgage loan, a subordinate mortgage loan or an unsecured mortgage loan, and may be for a multi-family development or a single family dwelling. The documents, instruments and agreements used to evidence or secure Loans may differ from time to time at the discretion of the Authority. The Indenture does not mandate any underwriting criteria for Loans.

Reserve Fund

The Indenture establishes a Reserve Fund to be used to pay debt service on Bonds other than Subordinate Bonds or payments under Derivative Agreements relating to Bonds, other than Subordinate Bonds, to the extent no other funds are available for that purpose. The “Reserve Requirement,” as of any particular date of calculation, is an amount equal to the sum of all amounts established as Series Reserve Requirements in the Series Supplemental Indentures for all Series of Bonds Outstanding, other than Subordinate Bonds. The “Series Reserve Requirement” is an amount established by a Series Supplemental Indenture as the reserve requirement for the Bonds of the Series while those Bonds are Outstanding. Series Supplemental Indentures for more than one Series of Bonds may establish a composite Series Reserve Requirement applicable to all those Series of Bonds.

A Series Supplemental Indenture may provide that the Series Reserve Requirement with respect to the applicable Series of Bonds may be funded in whole or in part through Cash Equivalents, including a letter of credit, insurance policy, surety, guarantee or other security arrangement. Amounts held in the Reserve Fund as of any date in excess of the Reserve Requirement, taking into account any Cash Equivalents in the Reserve Fund, will upon an Authority Request, be transferred to the Revenue Fund or a Series Program Account, unless otherwise provided in the Series Supplemental Indenture.

The 2007 Series C Bonds Supplemental Indenture establishes a Reserve Requirement for the 2007 Series C Bonds. The Reserve Requirement for the 2007 Series C Bonds is an amount, from time to time, equal to the maximum principal and interest due on the 2007 Series C Bonds on any semi-annual interest payment date excluding the final interest payment date. The initial Reserve Requirement for 2007 Series C Bonds will be funded using proceeds of the 2007 Series C Bonds.

For purposes of these calculations, principal due on any date includes principal payable at maturity and principal payable pursuant to Sinking Fund Installments. See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Funds and Accounts - Reserve Fund” for a further discussion of the Reserve Fund.

Rating Certificate; Cash Flow Certificates and Compliance Certificates

The Indenture allows the Authority to take various actions subject to filing with the Trustee a Rating Certificate, a Cash Flow Certificate and/or a Compliance Certificate.

A “Rating Certificate” is a Certificate of an Authorized Representative filed with the Trustee, with respect to certain actions to be taken by the Authority, that the Authority has been advised by each Rating Agency that the Rating of that Rating Agency will not be reduced or withdrawn as a result of the Authority taking that action. “Rating” means at any date the then existing rating of Bonds (other than Subordinate Bonds) by a Rating Agency and, with respect to

any Series of Bonds which has a rating based on bond insurance or other similar credit support for that Series of Bonds, the then existing underlying rating of such Bonds, without regard to such bond insurance or other similar credit support, as determined by a Rating Agency or in such other manner acceptable to the Trustee and the Authority.

A “Cash Flow Certificate” is a Certificate of an Authorized Representative stating that, as shown in the cash flow projections included in the Certificate and based upon the assumptions stated in the Certificate, there will at all times be available sufficient amounts in the Funds and Accounts, timely to pay all principal of and interest on the Bonds and make Derivative Payments under the assumptions stated in the Certificate for each set of then current cash flow scenarios (described below). Except as provided in the Series Supplemental Indenture, a Cash Flow Certificate for Bonds that are not Subordinate Bonds need only show the sufficiency of amounts so as to pay debt service and to make Derivative Payments for Bonds that are not Subordinate Bonds. The Cash Flow Certificate must include projections of the amounts available for payment of debt service on Bonds and of Derivative Payments under the assumptions stated in the Certificate for each then current cash flow scenario and the assumptions used in computing the projections.

The Cash Flow Certificate must set forth various “cash flow scenarios,” which are sets of stated assumptions. Those assumptions include, without limitation, the following:

1. the timing and amounts of prepayments;
2. the timing and amounts of the receipt of payments of scheduled principal of and interest on Loans and Acquired Bonds;
3. the investment return on Funds and Accounts;
4. availability of amounts in the Reserve Fund;
5. expenses to be paid; and
6. the form of any Supplemental Coverage.

The Cash Flow Certificate must also include a set of operating policies setting forth rules or limitations to be followed with respect to discretionary activities of the Authority under the Indenture and Series Supplemental Indentures. Cash flow projections must take into account the financial position of the Loans and Acquired Bonds as of the stated date of the projection, must be consistent with this Indenture and the Series Supplemental Indentures and must assume compliance with the operating policies set forth in the Cash Flow Certificate and the various Series Program Determinations.

A Compliance Certificate with respect to any action is a Certificate of an Authorized Representative stating that the action complies with the operating policies of the Authority as set forth in the then current Cash Flow Certificate.

The actions for which filing a Rating Certificate is required are:

1. issuing any Series of Bonds;

2. making certain supplements or amendments to a Series Supplemental Indenture including, without limitation, the Series Reserve Requirement, the payment and security for Derivative Payments under a Derivative Agreement, the use of Cash Equivalents in the Reserve Fund, Supplemental Coverage, Permitted Investments or Series Program Determinations;
3. entering into any Derivative Agreement relating to any Series of Bonds after the date of issuance of such Bonds;
4. remarketing any Bonds in connection with a change in tender period except as required at the time of their issuance; or
5. releasing the pledge, assignment, lien or security interest of the Indenture in Loans or Acquired Bonds.

The actions for which either a Cash Flow Certificate or a Compliance Certificate must be filed are:

1. any purchase or redemption of Bonds (other than mandatory redemption pursuant to Sinking Fund Installments and certain purchases of Bonds in lieu of Sinking Fund Installments);
2. certain withdrawals of amounts from the Revenue Fund free and clear of the pledge and lien of the Indenture;
3. any amendment, encumbrance, sale or other disposition of any Loan or Acquired Bond not in default or any restructuring or compromising of any Loan;
4. any use of Acquired Bond Redemption Receipts, Prepayments or Recovery Payments for any use other than purchase or redemption of Bonds or payment of scheduled debt service; or
5. any material change in any operating policies or assumptions set forth in the most recent Cash Flow Certificate.

See “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE – Rating Certificates, Compliance Certificates and Cash Flow Certificates” for further information regarding Rating Certificates, Compliance Certificates and Cash Flow Certificates.

Certain Factors Affecting Multi-Family Loans

The ability of the Authority to pay the principal of and interest on the Bonds is dependent on the revenues derived from Loans (and loans held under the resolutions and indentures pursuant to which Acquired Bonds are issued), including the timely receipt of debt service payments including, without limitation, any subsidies pursuant to Section 8 (“Section 8”) of the United States Housing Act of 1937, as amended (the “1937 Housing Act”), and Section 236 (“Section 236”) of the National Housing Act of 1934, as amended (the “National Housing Act”), and the proceeds of any mortgage insurance. The ability of the owner of a development to make timely debt service payments depends upon a variety of factors, including, without limitation, the achievement and maintenance of sufficient levels of occupancy, sound management, timely receipt of any applicable subsidies, the ability to increase rents to cover increases in operating

expenses, including taxes, utility charges and maintenance costs, general economic conditions and changes in laws and governmental regulations which affect the cost of operating the development.

In the case of developments subject to Section 8 subsidies, this ability to make timely debt service payments may also be affected by the term of any Section 8 subsidy contract, which varies with respect to any given development and in certain cases may be less than the term of the related mortgage loan. There may be a default on a mortgage loan when there are substantial increases in operating costs and either market conditions or the United States Department of Housing and Urban Development (“HUD”) does not permit corresponding increases in rental levels on a timely basis, or substantial reductions in occupancy or a reduction, loss or termination of Section 8 housing assistance payments occurs. See Appendix B for a description of and recent developments regarding the Section 8 program.

With respect to mortgage loans that are the subject of mortgage insurance, under Section 221(d)(4) of the National Housing Act and the regulations promulgated thereunder, upon proper submission of a claim by the Authority and satisfaction of the process required for effecting a due assignment of the mortgage loan to FHA, FHA will pay 99 percent of the outstanding principal amount of the mortgage loan, less certain amounts which may be available to the Authority, plus interest on the insurance benefits at the FHA debenture rate, from the date of default (in the case of a monetary default, the date on which payment should have been received) to the date of the payment of the claim. The FHA debenture rate for a development is fixed at the time of the initial endorsement of the mortgage note by FHA. There can be no assurance that such debenture rate will be equal to or exceed the interest rate on the mortgage note. Payment of insurance benefits will be made in cash unless the mortgagee requests that insurance benefits be paid in debentures. If a claim is made under FHA mortgage insurance, the difference between the amounts due on the mortgage loan and the insurance benefits may (with respect to that portion of the mortgage loan financed by bonds secured by the Authority’s general obligation) be paid from the Authority Administrative Fund. See Appendix C for a description of the FHA mortgage insurance program.

Derivatives

Except as expressly provided in a Series Supplemental Indenture, the Authority may from time to time enter into one or more Derivative Agreements with respect to one or more Series of Bonds. As provided in the related Series Supplemental Indenture, Derivative Payments payable by the Authority under any Derivative Agreement, other than with respect to Subordinate Bonds, may be payable from moneys on deposit in the Debt Service Account and, with respect to Subordinate Bonds, the Subordinate Bond Accounts, on a parity with, or, as provided in a related Series Supplemental Indenture, subordinate to interest payments on related Bonds. Notwithstanding anything to the contrary contained in the Indenture and as provided in the related Series Supplemental Indenture, Derivative Payments payable by the Authority pursuant to a Derivative Agreement, other than with respect to Subordinate Bonds, may be secured by and payable from moneys on deposit in the Debt Service Account and the Subordinate Bond Accounts, on a parity with, or, as provided in a related Series Supplemental Indenture, subordinate to interest payments on related Bonds; provided, however, in no event will any such Derivative Payment be paid with any amounts drawn under the credit facility or bond insurance policy securing the related Bond or remarketing proceeds derived from the related Bonds. Derivative Payments may include insurance premiums or insurance of the Authority’s obligation to make such payments, as provided in the related Series Supplemental Indenture.

Additional Bonds

The Indenture provides that Additional Bonds may be issued subject to certain conditions and limitations. The Authority shall, at the time of issuance of a Series of Additional Bonds, determine whether such Series of Additional Bonds will be special, limited obligations of the Authority or general obligations of the Authority, to which its full faith and credit are pledged. Unless otherwise provided in a Series Supplemental Indenture with respect to a Series of Additional Bonds, Section 26.1 of the Act shall not apply to any such series of Additional Bonds.

In addition, except as may otherwise be provided in a Series Supplemental Indenture for Subordinate Bonds, such Series of Additional Bonds shall be secured and be payable on parity with and shall be entitled to the same benefits and security under the Indenture as all other Bonds issued under the Indenture, including the 2007 Series C Bonds. Nonetheless, the Authority may issue a Series of Bonds which may be secured by a credit facility or a bond insurance policy securing only such Series of Bonds or a portion of such Series of Bonds as determined by the applicable Series Supplemental Indenture.

The Indenture does not limit the aggregate principal amount of Bonds which may be issued, provided that the Authority does not exceed any limitation on the amount of its obligations established by law.

Before any Series of Additional Bonds (other than Subordinate Bonds) may be issued, the Authority must deliver to the Trustee, among other things, a Rating Certificate.

State Certification

THE AUTHORITY HAS DETERMINED BY RESOLUTION THAT 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 ITS BONDS BECAUSE OF INSUFFICIENT MONEYS AVAILABLE FOR SUCH PAYMENT, SHALL NOT APPLY TO THE 2007 SERIES C BONDS.

THE BOND INSURANCE POLICY

The information contained below under this caption “THE BOND INSURANCE POLICY” has been furnished by Financial Security Assurance Inc. for use in this Official Statement, and neither the Authority nor the Underwriter have undertaken any independent investigation of the operations of the Bond Insurer. No representation is made herein as to the accuracy or adequacy of such information or as to the absence of material adverse changes in such information subsequent to the date hereof. Neither the Authority nor the Underwriter makes any representation as to the ability of the Bond Insurer to make payments in accordance with the Insurance Policy.

Bond Insurance Policy

Concurrently with the issuance of the 2007 Series C Bonds, Financial Security Assurance Inc. (the “Bond Insurer” or “FSA”) will issue its Municipal Bond Insurance Policy for the 2007 Series C Bonds (the “Policy”). The Policy guarantees the scheduled payment of principal of and interest on the 2007 Series C Bonds when due as set forth in the form of the Policy included as an exhibit to this Official Statement.

The Policy is not covered by any insurance security or guaranty fund established under New York, California, Connecticut or Florida insurance law.

Financial Security Assurance Inc.

The Bond Insurer is a New York domiciled financial guaranty insurance company and a wholly owned subsidiary of Financial Security Assurance Holdings Ltd. (“Holdings”). Holdings is an indirect subsidiary of Dexia, S.A., a publicly held Belgian corporation, and of Dexia Credit Local, a direct wholly-owned subsidiary of Dexia, S.A. Dexia, S.A., through its bank subsidiaries, is primarily engaged in the business of public finance, banking and asset management in France, Belgium and other European countries. No shareholder of Holdings or the Bond Insurer is liable for the obligations of the Bond Insurer.

At September 30, 2007, the Bond Insurer's combined policyholders' surplus and contingency reserves were approximately \$2,691,965,000 and its total net unearned premium reserve was approximately \$2,201,808,000 in accordance with statutory accounting principles. At September 30, 2007, the Bond Insurer's consolidated shareholder's equity was approximately \$2,975,654,000 and its total net unearned premium reserve was approximately \$1,721,678,000 in accordance with generally accepted accounting principles.

The consolidated financial statements of the Bond Insurer included in, or as exhibits to, the annual and quarterly reports filed after December 31, 2006 by Holdings with the Securities and Exchange Commission are hereby incorporated by reference into this Official Statement. All financial statements of the Bond Insurer included in, or as exhibits to, documents filed by Holdings pursuant to Section 13(a), 13(c), 14 or 15(d) of the Securities Exchange Act of 1934 after the date of this Official Statement and before the termination of the offering of the 2007 Series C Bonds shall be deemed incorporated by reference into this Official Statement. Copies of materials incorporated by reference will be provided upon request to Financial Security Assurance Inc.: 31 West 52nd Street, New York, New York 10019, Attention: Communications Department (telephone (212) 826-0100).

The Policy does not protect investors against changes in market value of the 2007 Series C Bonds, which market value may be impaired as a result of changes in prevailing interest rates, changes in applicable ratings or other causes. The Bond Insurer makes no representation regarding the 2007 Series C Bonds or the advisability of investing in the 2007 Series C Bonds. The Bond Insurer makes no representation regarding the Official Statement, nor has it participated in the preparation thereof, except that the Bond Insurer has provided to the Issuer the information presented under this caption for inclusion in the Official Statement.

RECENT DEVELOPMENTS

Recently, rating agencies have issued press releases or reports stating that they are examining the potential effects of downturns in the market for structured finance instruments, including collateralized debt obligations, on the claims-paying ability of bond insurance companies. See APPENDIX I – RECENT PRESS RELEASES OF FITCH RATINGS AND MOODY'S INVESTOR SERVICE.

THE 2007 SERIES C BONDS

General

The 2007 Series C Bonds are issuable only in fully registered form without coupons in denominations of \$5,000 or any integral multiple thereof. The 2007 Series C Bonds will bear interest (calculated on the basis of a 360-day year of twelve 30-day months) from their dated date to maturity (or prior redemption) at the applicable rates set forth on the inside cover page of this Official Statement. Interest will be payable on January 1 and July 1 of each year, commencing on July 1, 2008.

Redemption

Mandatory Sinking Fund Redemption. The 2007 Series C Bonds maturing on July 1, 2028 shall be subject to mandatory redemption in part by lot, pursuant to Sinking Fund Installments, on the dates and in the amounts shown below, at a Redemption Price equal to the principal amount of the 2007 Series C Bonds to be redeemed plus accrued interest to the date of redemption, without redemption premium:

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
January 1, 2018	\$70,000	July 1, 2023	\$90,000
July 1, 2018	70,000	January 1, 2024	95,000
January 1, 2019	70,000	July 1, 2024	100,000
July 1, 2019	75,000	January 1, 2025	100,000
January 1, 2020	75,000	July 1, 2025	100,000
July 1, 2020	75,000	January 1, 2026	110,000
January 1, 2021	80,000	July 1, 2026	110,000
July 1, 2021	85,000	January 1, 2027	110,000
January 1, 2022	85,000	July 1, 2027	120,000
July 1, 2022	85,000	January 1, 2028	120,000
January 1, 2023	90,000	July 1, 2028 [†]	120,000

[†] Final maturity.

Mandatory Sinking Fund Redemption. The 2007 Series C Bonds maturing on July 1, 2038 shall be subject to mandatory redemption in part by lot, pursuant to Sinking Fund Installments, on the dates and in the amounts shown below, at a Redemption Price equal to the principal amount of the 2007 Series C Bonds to be redeemed plus accrued interest to the date of redemption, without redemption premium:

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
January 1, 2029	\$130,000	January 1, 2034	\$175,000
July 1, 2029	130,000	July 1, 2034	175,000
January 1, 2030	135,000	January 1, 2035	185,000
July 1, 2030	140,000	July 1, 2035	190,000
January 1, 2031	145,000	January 1, 2036	195,000
July 1, 2031	150,000	July 1, 2036	200,000
January 1, 2032	150,000	January 1, 2037	210,000
July 1, 2032	155,000	July 1, 2037	215,000
January 1, 2033	165,000	January 1, 2038	220,000
July 1, 2033	165,000	July 1, 2038 [†]	230,000

[†] Final maturity.

Mandatory Sinking Fund Redemption. The 2007 Series C Bonds maturing on July 1, 2044 shall be subject to mandatory redemption in part by lot, pursuant to Sinking Fund Installments, on the dates and in the amounts shown below, at a Redemption Price equal to the principal amount of the 2007 Series C Bonds to be redeemed plus accrued interest to the date of redemption, without redemption premium:

<u>Redemption Date</u>	<u>Sinking Fund Installment</u>	<u>Redemption Date</u>	<u>Sinking Fund Installment</u>
January 1, 2039	\$235,000	January 1, 2042	\$280,000
July 1, 2039	235,000	July 1, 2042	290,000
January 1, 2040	250,000	January 1, 2043	300,000
July 1, 2040	260,000	July 1, 2043	310,000
January 1, 2041	265,000	January 1, 2044	315,000
July 1, 2041	275,000	July 1, 2044 [†]	220,000

[†] Final maturity.

The Sinking Fund Installments of 2007 Series C Bonds maturing on any date shall be reduced by the amount of those 2007 Series C Bonds of that maturity which have been redeemed, other than by Sinking Fund Installments (or purchased from money otherwise to be used for such a redemption not pursuant to Sinking Fund Installments), as may be specified by the Authority. The Authority, at the time of giving notice to the Trustee of an election or direction to redeem 2007 Series C Bonds of a maturity other than from Sinking Fund Installments, shall so specify the dates and amounts of Sinking Fund Installments of 2007 Series C Bonds of a maturity to be reduced, so that the total reduction shall equal the principal of 2007 Series C Bonds of that maturity to be redeemed. The notice of redemption shall reflect that information. The Authority shall determine the amounts and dates of Sinking Fund Installments so to be reduced in a manner so that there shall be no material adverse effect on the ability of the Authority to continue to pay the principal of and Sinking Fund Installments and interest on the remaining 2007 Series C Bonds.

Optional Redemption. The 2007 Series C Bonds of any Series shall be subject to redemption, at the option of the Authority, on any date on or after July 1, 2017, in whole or in part, in any order of maturity as determined by the Authority, and by lot within a maturity, in whole or in part, on any date, from any money available for that purpose at the Redemption Price of par plus accrued interest, if any, to the date fixed for redemption, without redemption premium.

Special Redemption. The 2007 Series C Bonds shall also be subject to redemption at the option of the Authority, in any order of maturity as determined by the Authority, and within a maturity by lot, at any time, in whole or in part, at their principal amount plus accrued interest, if any, to the Redemption Date, from the following sources:

- (i) Loan Prepayments and Recovery Payments with respect to any Loans; the Loan Prepayments may include, without limitation, voluntary prepayments from proceeds of new loans made by the Authority, including new loans financed by Bonds or other obligations of the Authority and may also include money received upon a voluntary sale or disposition by the Authority of a Loan not in default, including a sale to secure obligations of the Authority other than Bonds;
- (ii) payments made by the Authority, to the extent Loan Prepayments or Recovery Payments (excluding, in each case, amounts received for Bond

redemption premium or other redemption costs) to be used to redeem 2007 Series C Bonds are less than the Outstanding principal amount of the Bonds which financed the portion of the Loans with respect to which that Loan Prepayment or Recovery Payment was received;

- (iii) money available from a reduction in the Debt Service Reserve Requirement as a result of the redemption or payment of the 2007 Series C Bonds;
- (iv) any money which the Trustee may pay to the Authority, upon filing of a Compliance Certificate or Cash Flow Certificate, as appropriate, under the Indenture;
- (v) any amounts remaining in the 2007 Series C Account of the Program Fund as of 90 days after the issue date of the 2007 Series C Bonds as a result of a failure to make the Pioneer Village Loan (as evidenced by the execution of the mortgage and note);
- (vi) any money provided by the Authority, if, in the opinion of nationally recognized bond counsel selected by the Authority, the redemption of the 2007 Series C Bonds, in whole or in part, is required to prevent interest on them from being included in the gross income of their owners for federal income tax purposes, or if there occurs a final decree or judgment of a federal court, a determination of the Internal Revenue Service or an opinion of such bond counsel that interest on the 2007 Series C Bonds is or was included in gross income of their owners within the meaning of the applicable provisions of the Code (except for gross income on the 2007 Series C Bonds held by a “substantial user” or “related person” within the meaning of the applicable provisions of the Code).

As used in the Indenture:

“Acquired Bond Redemption Receipts” means amounts received by the Trustee upon a redemption (other than pursuant to Sinking Fund Installments) of an Acquired Bond, and amounts received upon a voluntary sale of an Acquired Bond not in default.

“Loan Prepayments” means amounts received upon a voluntary payment of principal or interest on a Loan including any prepayment penalty or other amounts due upon a prepayment of a Loan and amounts received upon the encumbrance, sale or other disposition of Loans not in default. Loan Prepayments may include, without limitation, voluntary prepayments from proceeds of new loans made by the Authority, including new loans financed by Bonds or other obligations of the Authority. Loan Prepayments may also include moneys received upon a voluntary sale or disposition by the Authority of a Loan not in default, including a sale to secure obligations of the Authority other than Bonds.

“Recovery Payments” means amounts received with respect to any sale or enforcement of Loans or Acquired Bonds (other than Loan Prepayments or Acquired Bond Redemption Receipts) and received as Proceeds or Insurance Proceeds. Recovery Payments also include any recovery from Supplemental Coverage to the extent not included in Insurance Proceeds.

The mortgage loans for the Financed Developments generally contain the agreement of the respective borrowers that they will not make any Loan Prepayments without the consent of the Authority until an agreed upon date. For the dates on and after which those Loans and the mortgage loans for the Financed Developments can be prepaid without the consent of the Authority, see the table included under the caption, “FINANCED DEVELOPMENTS” below. After the specified date, those loans may be prepaid without the consent of the Authority, subject to compliance with certain provisions of the Act and the Indenture (or in the case of the Acquired Bonds, their respective authorizing resolutions). The Authority may consent to a voluntary prepayment (which could be financed by proceeds of a new mortgage loan from the Authority) prior to such date in which event the 2007 Series C Bonds will be called for special redemption at par, subject only to the restrictions set forth in the Act and the Indenture (or in the case of the Acquired Bonds, their respective authorizing resolutions). Some of the Financed Developments have been financed with multiple Loans.

As of June 30, 2007, Loans in the aggregate outstanding principal amount of \$148,624,592 are past their respective earliest optional prepayment dates, and, accordingly, may be prepaid at any time without the consent of the Authority. For more information regarding the Loans, see “FINANCED DEVELOPMENTS.” Any prepayments may result in the special redemption of 2007 Series C Bonds at par as described above.

Moneys received from the prepayment of a Loan or the redemption of an Acquired Bond may, upon filing a Cash Flow Certificate and delivery of a Bond Counsel Opinion, be used to make other Loans or to purchase other Acquired Bonds in lieu of redeeming 2007 Series C Bonds as described above. Any such new Loan or Acquired Bond will become security under the Indenture. No assurances can be given that such moneys will be used to make new Loans or purchase other Acquired Bonds.

In addition, the maturity dates of many of the Loans held under the Indenture (see the table under “FINANCED DEVELOPMENTS – Description of Financed Developments”) are less than the stated maturities of many of the Bonds, including the 2007 Series C Bonds. Accordingly, the assumptions upon which the maturities and Sinking Fund Installments of the 2007 Series C Bonds were established include assumptions that (a) there would be no Loan Prepayments, Acquired Bonds Redemption Receipts or Recovery Payments related to these Financed Developments, and (b) that surplus Revenues comprising regularly scheduled principal payments on certain Loans would be used to make other Loans or to acquire Acquired Bonds. However, the Authority may receive Loan Prepayments, Acquired Bonds Redemption Receipts and Recovery Payments related to the Financed Developments, and the Authority is not obligated to recycle such surplus Revenues by making other Loans or by acquiring Acquired Bonds. Instead, as described above under the caption “THE 2007 SERIES C BONDS – Redemption - *Special Redemption*,” Loan Prepayments, Acquired Bonds Redemption Receipts, Recovery Payments, and surplus Revenues may be used to redeem 2007 Series C Bonds. Consequently, to the extent such monies are so used to redeem 2007 Series C Bonds, the average life of an 2007 Series C Bond may be significantly shorter than its stated maturity.

General Redemption Provisions

2007 Series C Bonds Held in Book-Entry Only System. As long as the 2007 Series C Bonds are held by Cede & Co., as nominee of DTC, notice of any redemption will be mailed not less than 30 days and not more than 90 days prior to the date set for redemption. Notices will be furnished to DTC. The Authority has been informed that DTC will in turn forward the

information to Direct Participants (as defined below), which will then provide the appropriate notification to Indirect Participants and Beneficial Owners (as defined below). Failure to so mail any such notice to DTC or any Bondowner (as defined below) will not affect the validity of the proceedings for the redemption of the 2007 Series C Bonds. **Failure of DTC or any Direct or Indirect Participant to provide notice to any Beneficial Owner will not affect the validity of the proceedings for the redemption of the 2007 Series C Bonds.**

“Bondowner” as used herein, means the registered owner of any 2007 Series C Bond. As long as DTC is the securities depository of the 2007 Series C Bonds, such Bonds will be registered in the name of Cede & Co., as the nominee of DTC, and the certificates for the 2007 Series C Bonds will be held by DTC.

2007 Series C Bonds Not Held in Book-Entry Only System. If the 2007 Series C Bonds are not held by the nominee of DTC or the nominee of any successor securities depository, at least 30 days but not more than 90 days before the redemption date of any 2007 Series C Bonds, the Trustee (or Master Paying Agent, if one is appointed and serving) will cause a notice of any such redemption, either in whole or in part, signed by the Trustee (or Master Paying Agent, if one is appointed and serving) to be mailed, first class postage prepaid, to all Registered Owners of 2007 Series C Bonds to be redeemed at their addresses as they appear on the registration books kept by the Trustee (or Master Paying Agent, if one is appointed and serving). Each notice of redemption will set forth the date fixed for redemption, the Redemption Price to be paid, the place or places where amounts due upon such redemption will be payable and, if less than all of the 2007 Series C Bonds then Outstanding are called for redemption, the series or subseries, the maturities and the distinctive numbers, if any, of such 2007 Series C Bonds to be redeemed and, in the case of 2007 Series C Bonds to be redeemed in part only, the portion of the principal amount to be redeemed. *The notice of redemption may be conditional.* If conditional, the notice will set forth in summary terms the conditions precedent to such redemption and that if such conditions have not been satisfied on or prior to the redemption date, such notice will be of no force and effect and such 2007 Series C Bonds will not be redeemed. If such conditions are not satisfied, or if the Authority by written notice to the Trustee and the Master Paying Agent given prior to the date fixed for redemption revokes the redemption (other than a mandatory redemption), the redemption will not be made and the Trustee (or Master Paying Agent, if one is appointed and serving) will within a reasonable time give notice to the affected Owners, in the manner in which the notice of redemption was given, that such conditions were not satisfied. An affidavit of the Trustee (or Master Paying Agent, if one is appointed and serving) of mailing the notice of redemption will be conclusive and binding upon the Authority and owners of the 2007 Series C Bonds. *Once notice of redemption is sent in accordance with the provisions of the Indenture, it will be effective whether or not received by a Bondowner.* If any 2007 Series C Bond is to be redeemed in part only, the notice of redemption which relates to such 2007 Series C Bond will state also that on or after the redemption date, upon surrender of such 2007 Series C Bond, a new 2007 Series C Bond of the same maturity and series, bearing interest at the same rate and in principal amount equal to the unredeemed portion of such 2007 Series C Bond, will be issued.

On the designated redemption date, if (i) the conditions precedent, if any, to such redemption have been satisfied, (ii) the required notice has been given or waived, and (iii) with respect to a redemption other than a mandatory redemption, if sufficient money to pay the Redemption Price and accrued interest are held by the Trustee in trust for the Owners of the 2007 Series C Bonds or portions of 2007 Series C Bonds to be redeemed, the 2007 Series C Bonds or portions of 2007 Series C Bonds so called for redemption will become and be due and payable at

their Redemption Price, such 2007 Series C Bonds or portions of 2007 Series C Bonds will cease to be Outstanding, interest on the 2007 Series C Bonds or portions of 2007 Series C Bonds so called for redemption will cease to accrue, such 2007 Series C Bonds or portions of 2007 Series C Bonds will cease to be entitled to any benefit or security under the Indenture and the Owners of such 2007 Series C Bonds or portions of 2007 Series C Bonds will have no other rights except to receive payment of the Redemption Price and the accrued interest on such 2007 Series C Bonds to the date of redemption and, to the extent applicable, to receive 2007 Series C Bonds for any unredeemed portion of 2007 Series C Bonds.

If less than all of the 2007 Series C Bonds of one Series (and subseries, if applicable) and one maturity bearing the same interest rate (and otherwise of like tenor) are called for redemption, the particular 2007 Series C Bonds of such Series (and subseries if applicable) and maturity bearing the same interest rate (and otherwise of like tenor) to be redeemed will be selected not later than 45 days prior to the date fixed for redemption or such lesser number of days as is acceptable to the Trustee and the Master Paying Agent in such manner as directed by the Authority. If no such direction is received by the Trustee (or Master Paying Agent, if one is appointed and serving), it will select the 2007 Series C Bonds to be redeemed by lot or in such other manner as it in its discretion may determine. The portion of 2007 Series C Bonds of any Series (and subseries, if applicable) to be redeemed will be in the minimum Authorized Denomination, and in selecting 2007 Series C Bonds for redemption, the Trustee (or Master Paying Agent, if one is appointed and serving) will treat each 2007 Series C Bond as representing that number of 2007 Series C Bonds which is obtained by dividing the principal amount of such 2007 Series C Bond by such minimum Authorized Denomination.

If less than all of the Outstanding 2007 Series C Bonds that are Term Bonds of any one maturity of a Series (or subseries, if applicable) are purchased for cancellation or called for redemption (other than in satisfaction of Sinking Fund Installments), the principal amount of such Term Bonds that are so purchased or redeemed will be credited, to the extent practicable, except as otherwise provided in an Authority Request, against all remaining Sinking Fund Installments for the Term Bonds of such Series (and subseries, if applicable) and maturity in the proportion which the then remaining balance of each such Sinking Fund Installment bears to the total of all 2007 Series C Bonds of such Series (and subseries, if applicable) and maturity then Outstanding. A Master Paying Agent will notify the Trustee in writing of its selection of 2007 Series C Bonds to be redeemed as provided in this paragraph and the Trustee will provide the Master Paying Agent with all necessary information as to the Outstanding 2007 Series C Bonds for that selection to be made.

If part but not all of an Outstanding 2007 Series C Bond is selected for redemption, the Owner of such 2007 Series C Bond or the Owner's agent or legal representative shall present and surrender such 2007 Series C Bond with, if the Authority or the Trustee (or Master Paying Agent, if one is appointed and serving) so requires, due endorsement by, or a written instrument of transfer in form satisfactory to the Authority and the Trustee (or Master Paying Agent, if one is appointed and serving) duly executed by the Owner or the Owner's agent or legal representative to the Trustee (or Master Paying Agent, if one is appointed and serving) for payment of the principal amount so called for redemption. The Authority shall execute and the Trustee (or Master Paying Agent, if one is appointed and serving) shall authenticate and deliver to or upon the order of such Owner or his legal representative, without charge, a new 2007 Series C Bond for the unredeemed portion of the principal amount of the 2007 Series C Bond so surrendered. The new 2007 Series C Bond shall be issued in any Authorized Denomination at the option of such Owner or the Owner's agent, shall be of the same maturity and series, shall

bear interest at the same rate and shall otherwise be of same tenor as the 2007 Series C Bond partially redeemed.

Master Paying Agent and Trustee

The Authority has consolidated all paying agent, registration, transfer and exchange functions for all of its outstanding bonds (including the 2007 Series C Bonds) in a master paying agent (defined in the Indenture as the “Master Paying Agent”) appointed from time to time by the Authority. Currently, the Master Paying Agent for the Bonds is The Bank of New York Trust Company, N.A. The Authority reserves the right to remove and appoint successor Master Paying Agents upon the same terms and in the same manner as it may remove, and appoint, successor Trustees. All paying agent, registration, transfer and exchange functions with respect to the 2007 Series C Bonds will be performed by the Master Paying Agent.

U. S. Bank National Association, Chicago, Illinois serves as Trustee under the Indenture.

The Indenture provides for the Trustee to perform certain duties with respect to the 2007 Series C Bonds. The Trustee will perform certain fiduciary duties for the Bondowners, such as maintaining the funds and accounts established under the Indenture. The foregoing notwithstanding, the duties of the Trustee to the Bondowners of the 2007 Series C Bonds will run solely to DTC or its nominee as the registered owner of the 2007 Series C Bonds, except in connection with certain notices of default and redemption.

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 Underwriter believe to be reliable, but neither the Authority nor the Underwriter take any responsibility for the accuracy or completeness thereof.

The Depository Trust Company (“DTC”), New York, New York, will act as securities depository for the 2007 Series C Bonds (for purposes of this section, the “Securities”). The Securities 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 Security certificate will be issued for each maturity of the Securities of each Series, each in the aggregate principal amount of such maturity, and will be deposited with DTC.

DTC, the world’s largest depository, is a limited-purpose trust company organized under the New York Banking Law, a “banking organization” within the meaning of the New York Banking Law, a member of the Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code, and a “clearing agency” registered pursuant to the provisions of Section 17A of the Securities Exchange Act of 1934. DTC holds and provides asset servicing for over 2.2 million issues of U.S. and non-U.S. equity, corporate and municipal debt issues, and money market instruments from over 100 countries that DTC’s participants (“Direct Participants”) deposit with DTC. DTC also facilitates the post-trade settlement among Direct Participants of sales and other securities transactions in deposited securities through electronic computerized book-entry transfers and pledges between Direct Participants’ accounts. This eliminates the need for physical movement of securities certificates. Direct Participants include both U.S. and non-U.S. securities brokers and dealers, banks, trust companies, clearing corporations, and certain other organizations. DTC is a wholly-owned

subsidiary of The Depository Trust & Clearing Corporation (“DTCC”). DTCC, in turn, is owned by a number of Direct Participants of DTC and Members of the National Securities Clearing Corporation, Fixed Income Clearing Corporation, and Emerging Markets Clearing Corporation (NSCC, FICC, and EMCC, also subsidiaries of DTCC), as well as by the New York Stock Exchange, Inc., the American Stock Exchange LLC, and the National Association of Securities Dealers, Inc. 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 highest rating: AAA. 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 and www.dtc.org.

Purchases of Securities under the DTC system must be made by or through Direct Participants, which will receive a credit for the Securities on DTC’s records. The ownership interest of each actual purchaser of each Security (“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 Securities 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 Securities, except in the event that use of the book-entry only system for the Securities is discontinued.

To facilitate subsequent transfers, all Securities 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 Securities 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 Securities; DTC’s records reflect only the identity of the Direct Participants to whose accounts such Securities are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers.

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

Redemption notices will be sent to DTC. If less than all of the Securities of a Series within a 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 Securities 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 Securities are credited on the record date (identified in a listing attached to the Omnibus Proxy).

Principal and interest payments (including redemption proceeds) on the Securities 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 the 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 Securities of a Series 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 Securities 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, Security certificates for the affected Securities will be printed and delivered to DTC.

THE TRUSTEE, ANY PAYING AGENT AND THE AUTHORITY WILL NOT HAVE ANY RESPONSIBILITY OR OBLIGATION TO ANY PARTICIPANT, ANY PERSON CLAIMING A BENEFICIAL OWNERSHIP INTEREST IN ANY SECURITIES 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 SECURITY, ANY NOTICE THAT IS REQUIRED TO BE GIVEN TO BONDOWNERS UNDER THE INDENTURE (EXCEPT IN CONNECTION WITH CERTAIN NOTICES OF DEFAULT AND REDEMPTION), THE SELECTION BY DTC OR ANY PARTICIPANT OF ANY PERSON TO RECEIVE PAYMENT IN THE EVENT OF A PARTIAL REDEMPTION OF THE SECURITIES, OR ANY CONSENT GIVEN OR OTHER ACTION TAKEN BY DTC OR ITS NOMINEE AS THE REGISTERED OWNER OF THE SECURITIES.

FINANCED DEVELOPMENTS

General

Under the Indenture, the Authority issues its Bonds for the purpose of financing Developments located throughout the State intended for occupancy principally by persons and families of low and moderate income. As of the date of this Official Statement, there are ninety Financed Developments financed under the Indenture. A schedule of the Financed Developments is set forth below.

Description of Financed Developments

The following table sets forth, the Mortgage Loan number, the name and location of the development, the mortgage rate for the Mortgage Loan, the approximate unpaid principal amount of the Mortgage Loan, the number of units and units subject to Section 8 assistance, the percentage of occupancy, the latest expiration dates of the respective Section 8 contracts and the prepayment dates of the Mortgage Loan for each Financed Development.

Of the Financed Developments reflected in the following table, 27 Financed Developments are subject to Section 236 subsidies. In 1999, Congress passed legislation that permits owners of Section 236 Developments to refinance their mortgages (if such mortgages are otherwise eligible for prepayment) while retaining the Section 236 subsidy. See “APPENDIX B – DESCRIPTION OF FEDERAL SECTION 236 INTEREST RATE REDUCTION PROGRAM AND SECTION 8 SUBSIDY PROGRAM.”

Of the Financed Developments reflected in the following table, two Financed Developments are subject to FHA mortgage insurance and six Financed Developments are subject to the mortgage insurance issued by the United States Department of HUD through the FHA pursuant to a mortgage insurance program known as the “Risk Sharing Program” established under the Federal Housing and Community Development Act of 1992. See “APPENDIX C – DESCRIPTION OF FHA MORTGAGE INSURANCE PROGRAM” and “APPENDIX D – RISK SHARING PROGRAM.”

Of the Financed Developments reflected in the following table, 7 Financed Developments are supported living facilities which depend significantly upon receipt of payments made pursuant to the Supportive Living Program (the “SLP”) administered by the Illinois Department of Healthcare and Family Services (the “DHFS”), formerly the Illinois Department of Public Aid, to support their respective operations and their respective ability to make payments due under their respective loans and their respective series of the bonds. See “APPENDIX E – DESCRIPTION OF SUPPORTIVE LIVING PROGRAM.”

As of June 30, 2007, two of the mortgage loans listed in the following table, were delinquent in excess of 60 days. The total outstanding principal amount in delinquency is approximately \$2 million.

FINANCED DEVELOPMENTS

(Information as of June 30, 2007 ^(G1) unless otherwise indicated)

ML #	Development	Location	Number of Units		Subsidy	Latest Expiration Date of \$8 Contract	Occupancy	Mortgage Rate ^(G2)	Approximate	Prepayment Date ^(P1)
			Total	Subsidized					Unpaid Principal Balance	
ML 001	Harper Square Cooperative	Chicago	591	365	Sec 236		98%	5.53%/6.00%/7.81%	\$7,969,114	
ML 002	Winfield Village I	Savoy	160	160	Sec 236		94	5.53/7.81	1,073,675	
ML 003	Vermilion Gardens	Danville	240	240	Sec 236		95	5.53	1,246,267	(P2)
ML 004	Huntington Square Apartments	Mt. Prospect	324	108	Sec 236		98	5.53/9.00	2,627,000	(P2)
ML 006	University Village I	DeKalb	246	246	Sec 236		94	5.53	1,436,430	(P2)
ML 013	Cumberland Green	St. Charles	204	204	Sec 236		100	5.53/7.81/9.00/4.50	5,255,868	
ML 019	Innsbruck	Bolingbrook	475	150	Sec 236		92	7.49/9.00	5,473,158	
ML 020	Carriage House I	Decatur	120	120	Sec 236		98	7.81	1,017,136	
ML 021	Cedar Point at Pinebrook	Springfield	160	160	Sec 236		92	7.49/7.95	1,608,149	
ML 022	River Run ^(G3)	Macomb	100	100	Sec 236		95	7.81	886,921	
ML 025	West Wind Towers	Elgin	150	149	Sec 236		98	6.00/7.81	2,920,110	
ML 029	East Court Village	Kankakee	133	133	Sec 236		92	7.95	1,225,055	
ML 030	Winfield Village II	Savoy	188	188	Sec 236		93	7.81	1,886,503	
ML 033	Colony Park	Carol Stream	284	284	Sec 236		99	7.49	2,376,433	
ML 035	Lincolnshire	Charleston	114	114	Sec 236		92	7.81	1,025,410	
ML 037	St. Clair Village	Belleville	240	79	Sec 236		92	7.49	2,929,214	
ML 038	Constitution House	Aurora	232	232	Sec 236		99	7.81	2,046,880	
ML 039	University Village II	DeKalb	168	126	Sec 236		94	7.95	1,926,786	(P2)
ML 040	Burnham Oaks	University Park	59	59	Sec 8	12/31/2007	100	7.81	585,000	
ML 044	Leisure Acres	Washington	101	101	Sec 236		94	7.95	1,198,832	
ML 045	Westport Village ^(G3)	Freeport	121	121	Sec 236		74	7.81	1,146,629	
ML 049	Woodcrest Apartments	Ottawa	92	92	Sec 236		96	7.81/9.00	1,047,107	
ML 056	Thornwood House	University Park	183	183	Sec 236		92	7.81	2,285,046	
ML 061	New Vistas I	Chicago	148	148	Sec 236		95	7.86/9.00	1,778,105	
ML 082	Atrium Village ⁽¹¹⁾	Chicago	309	309	Sec 236		91	9.00	7,278,501	
ML 104	Fornof Manor	Streator	105	105	Sec 8	12/31/2017	98	6.32	1,687,261	
ML 108	Luther Center	Rockford	201	201	Sec 8	11/30/2018	99	5.43/5.94	3,387,407	
ML 110	Sunrise Court	Roselle	22	22	Sec 8	04/30/2019	95	5.94	420,607	
ML 114	Valleyview Heights	Danville	127	127	Sec 8	11/30/2020	100	4.75	3,557,165	
ML 116	Shawnee Village	Marion	120	120	Sec 8	08/31/2019	99	7.38	2,459,132	
ML 129	Greenfarm Townhouses	Belvedere	50	50	Sec 8	01/31/2020	86	5.94	1,100,127	
ML 142	Lincoln Douglas and Cardinal	Quincy	133	133	Sec 8	05/31/2023	100	9.39	4,934,890	
ML 146	Township Village	East Alton	122	122	Sec 8	05/31/2021	100	4.75	3,456,565	
ML 154	Linden Place	Arlington Heights	190	190	Sec 8	08/31/2022	99	9.24	8,223,832	
ML 157	Park Glen	Taylorville	125	125	Sec 8	07/31/2023	100	9.70/10.47	4,702,208	
ML 158	Court Place	Pekin	160	160	Sec 8	01/31/2013	100	9.70/10.48	4,361,715	
ML 159	Town and Country Apartments	Granite City	121	121	Sec 8	09/30/2023	98	9.39	3,692,240	
ML 161	Pierson Hills II	Peoria	50	50	Sec 8	11/30/2012	92	9.70/10.48	1,191,998	
ML 165	Lake Vista Apartments	Chicago	286	286	Sec 8	07/31/2013	100	9.70/10.48	9,022,309	
ML 170	Country Villages I, II and III	Anna	104	104	Sec 8	03/31/2013	99	9.39	2,435,775	
		Metropolis								
		Vienna								
ML 174	Paul G. Stewart IV	Chicago	187	187	Sec 8	06/30/2014	88	7.40/9.39/10.47	6,122,453	
ML 175	Hedgehill Apartments	Peoria	48	48	Sec 8	10/31/2014	97	7.40	1,053,293	
ML 180	Charles Court	Naperville	130	129	Sec 8	04/30/2016	96	7.10	3,481,241	
ML 191	Americana Apartments	Highland Park	108	0	n/a	n/a	98%	6.30	\$10,115,424	
ML 199	Columbia Lakes Apartments	Columbia	138	0	n/a	n/a	98	6.22	5,388,711	
ML 209	HICA Redevelopment Project ⁽¹¹⁾	Chicago	120	120	Sec 8	12/27/2007	88	8.30	4,674,682	
ML 260	Evergreen Sedgwick ⁽¹²⁾	Chicago	84	24	Sec 8	n/a	96	5.40/5.50	3,850,600	09/01/11 ^(P3)

ML #	Development	Location	Number of Units		Subsidy	Latest Expiration Date of \$8 Contract	Occupancy	Mortgage Rate ^(G2)	Approximate Unpaid Principal Balance	Prepayment Date ^(P1)
			Total	Subsidized						
ML 269	Hunt Club Village ⁽¹²⁾	Wheaton	103	0	n/a	n/a	97	5.33	6,287,640	09/01/11 ^(P3)
ML 285	Marywood Apartment Homes	Aurora	260	0	n/a	n/a		3.00	1,982,683	^(P2)
ML 289	Country Club Heights	Quincy	200	175	Sec 236		97	1.00/4.40/5.14	7,976,289	09/01/15
ML 290	Northpoint Apartments	Chicago	304	304	Sec 8	12/31/2012	99	3.00/5.55/6.07	20,587,155	09/01/15
TFB 001	533 West Barry Apartments	Chicago	162	0	n/a	n/a	100	7.00	3,601,067	05/06/11
TEB 2000	Campbell Terrace	Chicago	249	249	Sec 8	05/31/2015	100	4.73/5.405	21,310,296	06/01/15
TEB 2001	Southern Hills/Orlando	Decatur	212	212	Sec 8	12/31/2011	98	VR	8,104,167	04/01/14
TEB 2002	Countrybrook Apartments	Champaign	150	150	Sec 8	02/28/2013	98	6.17/5.47	6,955,155	07/01/14
TEB 2007	Oakridge Village Apartments	Antioch	90	90	Sec 8	02/28/2023	99	6.08	4,498,215	07/01/19
TEB 2063	Liberty Arms Senior Apartments ⁽¹²⁾	Wauconda	119	0	n/a	n/a	n/a	5.38	6,337,448	04/01/17 ^(P3)
TEB 2071	Victory Centre of Bartlett SLF ⁽¹²⁾	Bartlett	104	0	n/a	n/a	n/a	5.32	10,313,014	04/01/17 ^(P3)
TEB 2093	Valkommen Plaza	Rockford	171	171	Sec 8	06/30/2011	98	4.00/5.25	4,308,744	04/01/15
TEB 2094	The Coventry	Rock Island	147	147	Sec 8	01/31/2021	100	3.60/5.20	6,239,461	02/01/21
TEB 2109	Coatsworth Apartments	Galena	18	18	Sec 8	11/30/2020	100	6.30	936,547	12/01/20
TEB 2110	Phoenix Tower	Bloomington	158	158	Sec 8	03/31/2018	96	3.00/4.75/6.25	3,615,093	^(P2)
TEB 2111	Brookhaven Apartments	Gurnee	181	181	Sec 8	10/31/2021	95	2.95/4.825	9,359,349	^(P2)
TEB 2112	Blackhawk Hills	East Moline	164	164	Sec 8	09/30/2016	96	4.425/5.00	3,427,153	^(P2)
TEB 2113	The Fields	Carbondale	156	156	Sec 8	12/31/2021	97	2.00/2.90/4.85	6,894,537	^(P2)
TEB 2166	Victory Centre of Sierra Ridge	Country Club Hills	73	0	n/a	n/a	n/a	5.20	1,542,734	^(P2)
TEB 2210	Brookmeadows	Pekin	156	156	Sec 8	12/31/2017	96	3.57/5.34	4,301,841	^(P2)
TEB 2228	Pineview of Rockford SLF ⁽¹²⁾	Rockford	99	n/a	n/a	n/a	n/a	5.40	7,850,000	03/01/18 ^(P3)
TEB 2263	Walnut Place	Highland Park	68	68	Sec 8	08/31/2020	100	5.78/5.80	5,140,884	09/01/20
TEB 2267	Eagle Ridge of Decatur SLF II ⁽¹²⁾	Decatur	37	0	n/a	n/a	n/a	5.44	3,370,000	03/01/18 ^(P3)
TEB 2269	Frank B. Peers Senior Living	Highland Park	67	67	Sec 8	12/31/2017	91	5.77/5.91	4,744,711	01/01/18
TEB 2270	65 th Street Apartments	Chicago	63	63	Sec 8	08/31/2016	n/a	5.80/5.84	3,794,303	11/01/21
TEB 2272	Heritage Woods of Batavia SLF II	Batavia	55	0	n/a	n/a	n/a	5.80	7,000,000	05/01/18
TEB 2273	West Point Plaza	Chicago	200	200	Sec 8	08/31/2018	97	5.54/5.63	8,161,888	09/01/18
TEB 2274	Oak Tree Towers	Downers Grove	165	165	Sec 8	05/31/2017	100	5.90/5.96	11,108,894	06/01/17
TEB 2275	Countryside Villages II	Rochelle and Yorkville	125	125	Sec 8	02/28/2020	98	5.65	4,973,955	07/01/21
TEB 2277	Carriage House II	Decatur	100	100	Sec 8	03/31/2018	99	5.22/5.53	2,617,211	04/01/18
TEB 2279	Burnham Manor	Elgin	100	100	Sec 8	11/30/2019	100	5.64/5.66	4,915,253	11/01/15
TEB 2285	Prairie View Apartments	North Chicago	224	219	Sec 8	09/29/2021	n/a	5.77	7,865,508	11/01/16
TEB 2313	Sunrise Apartments	Mattoon	120	120	Sec 8	01/31/2023	93	6.08	5,970,616	12/01/21
TEB 2314	Florida House	Urbana	120	120	Sec 8	11/30/2020	92	VR	5,610,000	07/01/21
TEB 2315	Anglers Manor	Bloomington	96	96	Sec 8	06/23/2017	100	5.90	4,165,628	07/01/21
TEB 2316	Sunnycrest Manor	Urbana	101	101	Sec 8	07/1/2017	93	5.90	3,996,617	07/01/21
TEB 2354	Alton Pointe	Alton	84	0	n/a	n/a	n/a	6.25	116,267	08/01/2008
TEB 2368	Ogden Manor	Naperville	108	108	Sec 8	06/27/2008	87	5.39	12,103,778	01/01/17
TEB 2407	Pines of Edgewater II	Chicago	217	217	Sec 8	05/31/2013	92	5.83/6.27	11,835,659	12/01/16
TEB 2409	Lake Pointe Apartments	Effingham	120	120	Sec 8	07/31/2013	100	5.79/6.35	4,421,775	12/01/16
TEB 2413	Villager and Briarwood	Crystal Lake	116	116	Sec 8	02/28/2013	100	5.94/6.38	7,943,856	12/01/16

G1. Unless otherwise indicated, this table provides information relating to Financed Developments that were funded as of June 30, 2007. The Authority has approved, and may continue to approve financing for additional Financed Developments.

- G2. Some borrowers have more than one note.
- G3. As of June 30, 2007, these loans were more than 60 days delinquent.

- P1. Unless a date is shown in the table, this loan has passed its earliest optional prepayment date.
- P2. The borrower has no right to prepay this loan.
- P3. The prepayment date is the date that is the tenth anniversary of the first day of the second month following the final endorsement by HUD of the note evidencing the loan for the Financed Development; such date will be no earlier than the date set forth in the above table.

- I1. The loans for Financed Developments are subject to FHA mortgage insurance.
- I2. The loans for Financed Developments are subject to the Risk Sharing Program.

[PENDING ISSUANCES FOLLOW ON THE NEXT PAGE]

PENDING ISSUANCES

(Information as of June 30, 2007 unless otherwise indicated)

						Latest Expiration Date of \$8	Approximate Unpaid			
ML#	Development	Location	Number of Units		Subsidy	Contract	Occupancy	Mortgage Rate ^(G1)	Principal	Prepayment
			Total	Subsidized					Balance	Date ^(P1)
ML 081	Sangamon Towers ^(L1)	Springfield	212	212	Sec 8	06/30/2017	100%	6.80%	\$4,153,606	
ML 083	Shadley Apartments ^(L1)	Belvidere	119	119	Sec 8	02/28/2017	97	6.30/7.62	2,772,989	
ML 086	Round Barn Manor ^(P2)	Champaign	156	156	Sec 8	03/31/2018	100	6.30/7.62	3,636,956	
ML 099	Oxford House ^(L1)	Decatur	156	156	Sec 8	07/31/2018	100	6.30/7.62	3,481,785	
ML 100	Westwood Terrace	Moline	97	97	Sec 8	12/31/2017	100	6.30/7.62	2,018,700	
ML 107	Plaza Verde ^(L1)	Centralia	157	157	Sec 8	10/31/2018	100	6.80	2,759,235	
ML 111	Heritage House I ^(L1)	Oak Park	200	200	Sec 8	06/09/2019	98	6.80	6,194,967	
ML 115	Sandburg Village ^(L1)	Galesburg	128	128	Sec 8	09/30/2020	98	6.30/7.62	3,907,372	
ML 126	Landmark Apartments ^(L1)	Peoria	150	150	Sec 8	04/30/2020	100	6.30/7.62	4,540,110	
ML 134	Tall Oak Village ^(L1)	East Peoria	132	132	Sec 8	07/31/2010	97	6.30/7.62	1,531,404	
ML 149	Diversey Square ^(L1)	Chicago	196	196	Sec 8	12/31/2011	98	6.78	4,577,031	
ML 150	Whiting Hall ^(L1)	Galesburg	60	60	Sec 8	12/31/2011	97	6.30/7.62	1,293,018	
ML 239	Brandon Woods ^(L3)	Morton	69	0	n/a	n/a	98	6.70	2,781,547	
ML 253	Fullerton Court ^{(I1), (L3)}	Chicago	196	0	n/a	n/a	100	6.36	3,885,394	12/1/2009
ML 254	Rush Barton SLF ^{(I1), (L3)}	Chicago	139	0	n/a	n/a	96	6.26	8,478,643	9/1/2011
ML 256	Woodlands Apartments ^{(I1), (L3)}	Peoria	68	0	n/a	n/a	100	6.36	1,029,997	12/1/2009
ML 265	Lake Village ^(L3)	Kewanee	50	0	n/a	n/a	64	7.37	1,249,345	
TEB 2604	Woodland Towers ^{(L1), (L2)}	Collinsville	104	104	Sec 8	12/31/2017	100	5.91/6.68	4,513,000	01/01/2018
TEB 2754	Amanda Brooke ^{(L1), (L2)}	Normal	120	120	Sec 8	12/31/2020	98	5.65/6.31	5,467,000	11/01/2017
TEB 2738	Pines of Edgewater I ^(L4)	Chicago	279	279	Sec 8	07/31/2020	92	5.88/7.26	12,239,000	08/01/2020
TEB 2646	Evergreen Place – Streator ^{(I1), (L5)}	Streator	53	0	n/a	n/a	n/a	5.80	5,419,821	11/01/2018
TEB 2647	Evergreen Place – Litchfield ^{(I1), (L6)}	Litchfield	69	0	n/a	n/a	n/a	5.80	6,513,730	11/01/2018
TEB 2602	Riverwoods Apartments ^(L7)	Kankakee	125	125	Sec 8	9/30/2013	99	5.75/4.75	6,052,749	6/1/2024
TEB 2649	Pioneer Village ^(L8)	Chicago	152	152	Sec 8	2/1/2022	n/a	6.44	9,052,774	4/1/2019

G1. Some developments have more than one note.

P1. Unless a date is shown in this column, this loan has passed its earliest optional prepayment date.

P2. The Financed Development has since paid off.

I1. The loans for these Financed Developments are subject to the Risk Sharing Program.

L1. These developments were financed, in whole or in part, with the proceeds of certain Retired Bonds. These Retired Bonds are being defeased, in whole or in part, with the proceeds of the Series D Bonds. Upon defeasance of such bonds, these developments will become Financed Developments under the Indenture.

L2. In connection with the defeasance of the Retired Bonds, the original mortgage loans for these Financed Developments are being refinanced with a new mortgage loan, with the 2007 Series D Bonds and the 2007 Series E Bonds.

L3. Upon defeasance of all bonds outstanding under the Prior Resolution, the outstanding mortgage loans associated with these developments will be transferred from the d Resolution and pledged under the Indenture as Loans and the developments associated with such Loans will become Financed Developments under the Indenture.

L4. This development is currently a Financed Development (and is therefore listed as a Financed Development) under the Indenture and will be financed, in whole or in part, with the proceeds of certain Retired Bonds. In connection with the issuance of the 2007 Series D and E Bonds, this development will also receive a Refinanced Mortgage Loan and a New Mortgage Loan.

L5. This development is being financed with proceeds of the 2007 Series G.

L6. This development is being financed with proceeds of the 2007 Series F.

L7. This development is being financed with proceeds of the 2007 Series A.

L8. This development is being financed with proceeds of the 2007 Series C.

OTHER PROGRAMS

Other Multi-Family Mortgage Loan Programs

Information regarding the Authority's multi-family mortgage loan programs is provided below for purposes of general reference only. Many of the developments financed under these programs depend upon subsidies from HUD under Section 8 of the 1937 Housing Act to meet their mortgage loan payments to the Authority. For a further discussion of the multi-family mortgage loan programs, see "AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED) – Note E – Program Loans Receivable," "– Note F – Bonds and Notes Payable" and "– Note I – Other Liabilities" attached as Appendix A and for a description of the Section 8 Program, see Appendix B.

Affordable Housing Program Trust Fund Bonds. The Authority is designated the administrator of the Illinois Affordable Housing Program. The program is funded by the Illinois Affordable Housing Trust Fund with funds generated by an increase in the State real estate transfer tax. The Authority is authorized to pledge an aggregate of \$10 million annually of the revenues and amounts on deposit or to be deposited to the Affordable Housing Trust Fund as security for affordable housing bonds that the Authority issues under this program to finance low and very low income single-family and multi-family housing. The Authority has pledged and may in the future pledge its general obligation in certain limited respects as security for some of these bonds, but such bonds are not and will not be subject to certification under Section 26.1 of the Act. The Authority issued a refunding series of these bonds in the summer of 2004 and the spring of 2005. The proceeds of these bonds were used to redeem all or a portion of a prior series of bonds.

Multi-Family Housing Revenue Bonds. In November 1997, the Authority issued its Multi-Family Housing Revenue Bonds, Series 1997 (AMT) (Camelot Development) to pay or redeem certain of the Authority's outstanding Multi-Family Housing Bonds (proceeds of which were used to finance the Camelot Development), pay or reimburse the Authority for costs of rehabilitation and improvement of the Camelot Development, and certain other uses. In June 2000, the Authority issued its Multi-Family Housing Revenue Bonds, Series 2000A (Lakeshore Plaza Development) to pay or redeem certain of the Authority's outstanding Multi-Family Housing Bonds (proceeds of which were used to refinance the Lakeshore Plaza Development), and certain other uses. These two series of bonds are general obligations of the Authority but are not subject to certification pursuant to Section 26.1 of the Act.

Risk Sharing Program. In June 1994, the Authority entered into a Risk Sharing Agreement with HUD that permitted the Authority to participate in HUD's Risk Sharing Pilot Program. In October 2000, Congressional legislation made the Risk-Sharing Pilot Program into a permanent program that allows the Authority to submit an unlimited amount of loans for Risk-Sharing loan credit enhancement. Under the Risk Sharing Program, HUD insures certain mortgage loans on multi-family housing developments ("Risk Sharing Loans"). Under the Risk Sharing Agreement, the Authority will underwrite Risk Sharing Loans following its own underwriting guidelines. HUD will insure these Risk Sharing Loans and, in the event of a foreclosure, will bear 10 to 90 percent of the loss, as elected by the Authority at the time the loan is made. The Authority will bear the remainder of the risk. The Authority has made a number of Risk Sharing Loans, and is currently reviewing a number of other applications for Risk Sharing

Loans, and anticipates entering into commitments for, and closing, additional Risk Sharing Loans.

Ambac-Insured Mortgage Loan Program. In December 2000, the Authority received a commitment from Ambac Assurance Corporation (“Ambac”) under which Ambac will insure mortgage loans (“Ambac Loans”) on multi-family housing developments under the Authority’s Mortgage Participation Certificate Program. 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. Once Ambac Loans are issued and minimum threshold requirements are met, Ambac and the Authority will enter into an agreement under which Ambac and the Authority will share the risk of loss on the remaining principal balance. The Authority has made a number of Ambac Loans, and is currently reviewing a number of other applications for Ambac Loans, and anticipates entering into commitments for, and closing, additional Ambac Loans.

Single Project Financings. The Authority issues from time to time special limited obligation bonds to finance single projects as further described in “AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED) – Note F – Bonds and Notes Payable – Other Financings” attached as Appendix A. These bonds are generally conduit financings and are not general obligations of the Authority or subject to certification pursuant to Section 26.1 of the Act.

Single-Family Mortgage Purchase Programs

Information regarding the Authority’s other single-family mortgage purchase programs is provided below for purposes of general reference only. For a further discussion of the single-family mortgage purchase programs, see “AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED) – Note E – Program Loans Receivable,” “– Note F – Bonds and Notes Payable,” “– Note I – Other Liabilities” and “– Note M – Subsequent Events” attached as Appendix A.

Homeowner Mortgage Revenue Bonds. Proceeds of bonds issued under this program, which was commenced in 1994, are used to purchase single-family mortgage loans made to eligible borrowers for qualified dwellings. The Authority has issued several series of bonds under this program. The Authority anticipates issuing additional bonds under this program. These bonds are not general obligations of the Authority and are not subject to certification pursuant to Section 26.1 of the Act.

Residential Mortgage Revenue Bonds. The Authority adopted its 1983 Resolution 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 (a *de minimis* amount of which remain outstanding) under the 1983 Resolution for an aggregate amount of approximately \$1.8 billion in lendable proceeds. The Authority does not plan to issue additional bonds to purchase additional mortgage loans under this program.

Single Family Mortgage Revenue Bonds (Draw Down Bonds). On September 16, 2005, the Authority adopted its Single Family Mortgage Revenue Bonds (Draw Down Bonds) Resolution, permitting the Authority from time to time to issue bonds in an amount not to exceed

\$300 million in outstanding principal and to use the proceeds of such sales to refund, including on a replacement basis, the Authority's outstanding Homeowner Mortgage Revenue Bonds or to preserve bond volume cap. The Authority closed on its first series of these bonds on November 30, 2006. These bonds are not general obligations of the Authority and are not subject to certification pursuant to Section 26.1 of the Act.

Other Authorized Activities

In addition to the programs described above, the Authority is authorized under the Act to: (i) make grants to non-profit corporations for operating, administrative and other expenses relating to developments financed under assisted or unassisted mortgage financing programs; (ii) make housing assistance grants to non-profit corporations and limited profit entities for the benefit of residents of developments in order to achieve lower rentals for some or all of the housing units in such developments financed under assisted or unassisted mortgage financing programs; (iii) make loans, grants or deferred payment loans to low and moderate income persons or to non-profit and limited profit entities to finance the improvement or rehabilitation of single-family residences; (iv) make non-interest bearing advances to non-profit corporations for constructing or rehabilitating developments to make housing available to low and moderate income persons; (v) make loans for housing related commercial facilities; (vi) act as a developer of land or structures to provide developments, community facilities or housing related commercial facilities; and (vii) make loans or grants to encourage research in demonstration projects to develop new and better techniques for increasing the supply of housing for low and moderate income persons and families. The Authority may also provide technical assistance in the development of housing for low and moderate income persons and families.

The Authority is designated the administrator of the Illinois Affordable Housing Program. The program is funded by the Illinois Affordable Housing Trust Fund with funds generated by an increase in the State real estate transfer tax. Trust Fund moneys not otherwise pledged as security for Affordable Housing Program Trust Fund Bonds may be used, with the approval of the Authority, to make grants, mortgages or other loans to acquire, construct, rehabilitate, develop, operate, insure and retain affordable single-family and multi-family housing for low and very low income households. See "OTHER PROGRAMS – Other Multi-Family Mortgage Loan Programs."

The Authority is designated the program administrator for the HOME Program for the State, as authorized by Title II of the National Affordable Housing Act of 1990. Under that Project, participating Mortgage Lenders that have been approved by the Authority may be allowed to originate Mortgage Loans on Qualified Dwellings. The HOME Program provides down payment and closing cost assistance to certain eligible borrowers whose income is at or below 80 percent of the median income for the area in which the Qualified Dwelling is located, as determined by HUD. Applications for HOME Program funds are accepted on a quarterly basis from for-profit and not-for-profit organizations, local and county governments and public agencies. HOME Program funds may be used, with the approval of the Authority, to make grants or loans for moderate or substantial rehabilitation, property acquisition, new construction, tenant-based rental assistance, reconstruction, site improvements, owner-occupied rehabilitation, demolition and relocation expenses, all in connection with providing housing for low and very low income persons.

SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE

The following is a summary of certain provisions of the Indenture. This summary does not purport to be comprehensive or definitive and is subject to all of the terms and provisions of the Indenture, to which reference is hereby made and copies of which are available from the Trustee or the Authority. Capitalized terms used in this summary that are not otherwise defined herein have the meanings set forth in the Indenture.

Certain Definitions

“Accountant” means a major 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.

“Acquired Bond Redemption Receipts” means amounts received by the Trustee upon a redemption (other than pursuant to Sinking Fund Installments) of an Acquired Bond, and amounts received upon a voluntary sale of an Acquired Bond not in default.

“Acquired Bonds” means any Obligations which are not issued pursuant to the Indenture but which a Series Supplemental Indenture authorizes the Authority to acquire with amounts deposited in Funds and Accounts specified in the Series Supplemental Indenture.

“Acquired Development” means a Development which the Authority has (i) acquired or constructed and owns and operates on its own behalf or (ii) acquired title to, or taken possession of, through protection and enforcement of its rights conferred by law, contract or mortgage or security interest with respect to such Development, but only during the period of ownership or possession by the Authority, and the extent the Acquired Development is financed by Bonds (and not Acquired Bonds) or acquired with amounts in Funds and Accounts under the Indenture.

“Acquired Development Expense Requirement” means such amount of money as may from time to time be determined by the Authority to be necessary for the payment of the Acquired Development Expenses for an Acquired Development.

“Acquired Development Expenses” means all of the costs and expenses incurred by the Authority in connection with the acquisition, ownership or operation of an Acquired Development, including the repayments required to be paid pursuant to any mortgage on such Acquired Development, which mortgage does not secure a Loan, except as limited with respect to any Series of Bonds by the applicable Series Supplemental Indenture.

“Acquired Development Fund” means the Fund of that name established pursuant to the Indenture.

“Acquired Development Operating Income” means the amount during any period by which Acquired Development Receipts from an Acquired Development exceed Acquired Development Expenses for the Acquired Development.

“Acquired Development Receipts” means all moneys received by the Authority in connection with its acquisition, ownership or operation of an Acquired Development, except as limited with respect to any Series of Bonds by the related Series Supplemental Indenture.

“Act” means the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended from time to time.

“Additional Bonds” means any additional Bonds issued pursuant to the Indenture.

“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 Supplemental 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 or rates per year set forth in the related Series Supplemental Indenture, and shall be compounded on such dates set forth in that Series Supplemental 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 Request” means a written request or direction of the Authority signed by an Authorized Representative.

“Authorized Representative” means the Chairman, Vice Chairman, Executive Director, Deputy Executive Director or any Assistant Executive Director 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 the Trustee may make a draw for or acquire funds as needed for the Reserve Fund or to provide Supplemental Coverage.

“*Cash Flow Certificate*” means a certificate of an Authorized Representative filed with the Trustee and meeting the requirements of the Indenture.

“*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 Supplemental 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.

“*Compliance Certificate*” means a certificate of an Authorized Representative filed with the Trustee and meeting the requirements of the Indenture.

“*Costs of Issuance*” means items of expense payable or reimbursable directly or indirectly by the Authority and related to the authorization, sale, issuance and remarketing 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 Supplemental Indenture.

“*Derivative Agreement*” means an agreement, with respect to any Bonds, such as an interest rate swap, collar, floor, cap, or other functionally similar agreement, creating Derivative Payments, between the Authority and a counterparty whose long-term unsecured debt is, at the time the Authority enters into the Derivative Agreement, rated by each Rating Agency at least equal to that Rating Agency’s existing Rating on the Bonds, but only if the Derivative Payments to the Authority are to be included in Revenues or the Derivative Payments by the Authority are to be payable from Revenues, as provided in the related Series Supplemental Indenture.

“*Derivative Payment*” means a payment obligation created by a Derivative Agreement, which payment is equal to interest on an amount, based upon a fixed or a variable rate index or formula, or to interest on amount above or below an interest rate cap or floor. Derivative Payments include only payments under a Derivative Agreement determined by reference to such interest on an amount and shall not, except as provided in the Related Series Supplemental Indenture, include any other payments under such agreement (for example, any termination fee, indemnification obligation or other fee payment to the counterparty).

“*Development*” means a development, as such term is defined in the Act, as amended from time to time, in respect of which the Authority is authorized by law and under a Series Supplemental Indenture either to make a Loan to an eligible borrower or acquire, construct and operate on its own behalf.

“Development Receipts” means amounts held, or received by the Authority to be held, in custodial escrow or other accounts as funds of the owner or for the benefit, of a Development for which there is a Loan. Development Receipts include, without limitation, amounts for payments of real property taxes and insurance, repair and replacement reserves, working cash reserves and capital improvement reserves.

“Event of Default” means any of the events of default described in the Indenture.

“Expenses” means any money required by the Authority to pay the fees or expenses of the Trustee and any expenses which the Authority lawfully may pay relating to servicing, maintaining, administering, collecting, enforcing and insuring Loans or Acquired Bonds or the Bonds and also including, without limitation, fees or premiums for Supplemental Coverage, and costs of the redemption of Bonds, except as limited with respect to any Series of Bonds by the related Series Supplemental Indenture. Expenses shall not include Acquired Development Expenses.

“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 Supplemental Indenture.

“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 certificates 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.

“Insurance Proceeds” means payments received with respect to Acquired Developments, Loans or Acquired Bonds under any bond insurance policy, guarantee or fidelity bond, including amounts available under any Supplemental 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 for casualty insurance on Developments or otherwise with respect to property securing Loans or Acquired Developments to the extent applied to the repair, reconstruction or replacement of the insured property.

“Lender” means any entity or person approved by the Authority from whom Loans may be acquired.

“*Loan*” means any loan authorized by a Series Supplemental Indenture and financed with proceeds of Bonds or other amounts deposited in the Funds and Accounts (as specified in the Series Supplemental Indenture) and includes any instrument evidencing an ownership interest in or security for such a loan, and includes also any loan financed by any Obligations refunded by Bonds to the extent the Series Supplemental Indenture for those Bonds so determines that such a loan shall be a Loan under the Indenture.

“*Loan Prepayments*” means amounts received upon a voluntary payment of principal or interest on a Loan including any prepayment penalty or other amounts due upon a prepayment of a Loan and amounts received upon the encumbrance, sale or other disposition of Loans not in default.

“*Master Paying Agent*” means a Master Paying Agent, designated from time to time by the Authority pursuant to the Indenture and currently The Bank of New York Trust Company, N.A.

“*Obligations*” means bonds, notes or other obligations of the Authority for borrowed money which are not Bonds.

“*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:

- (i) any Bond deemed paid in accordance with the Indenture;
- (ii) any Bond cancelled by, or delivered for cancellation to, the Trustee because of payment at maturity or redemption or purchase prior to maturity; and
- (iii) any Bond in lieu of or in substitution for which another Bond has been authenticated and delivered pursuant to 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 Illinois Uniform Commercial Code, 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.

“*Permitted Investments*” 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 at the time of purchase, 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 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 mortgage securities which are valued greater than par on the portion of unpaid principal or mortgage securities which represent payments of principal only or interest only with respect to the underlying mortgage loans and (2) with a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's existing Rating on the Bonds, other than Subordinate Bonds;

- (iii) any other obligations of any agency controlled or supervised by and acting as an instrument of the United States pursuant to authority granted by the Congress of the United States, as set forth in a Series Supplemental Indenture, with a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's existing Rating on the Bonds, other than Subordinate 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 (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, including the Trustee, trust company or savings and loan association, if all of the direct, unsecured debt obligations of such bank, trust company or savings and loan association at the time of purchase of such certificates of deposit or time deposits which have a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's existing Rating on the Bonds, other than Subordinate 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) for 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, structured and secured in such a manner as set forth in a Series Supplemental Indenture or by action of an Authorized Representative upon filing a Rating Certificate with the Trustee, (A) with any institution whose unsecured debt securities which have a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's then existing Rating on the Bonds, other than Subordinate

Bonds (or the highest rating for short-term obligations if the investment is for a period not exceeding one year) or (B) with members of the Association of Primary Dealers in any United States Government Securities which do 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 Supplemental Indenture, secured or unsecured, as required by the Authority, (A) with any institution whose debt securities have a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's existing Rating on the Bonds, other than Subordinate Bonds (or the highest rating of short-term obligations, if the investment is for a period not exceeding one year), or (B) with members of the Association of Primary Dealers in any United States Government Securities which do 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 have a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's existing Rating on the Bonds, other than Subordinate 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 (A) are 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) have a rating by each Rating Agency at the time of purchase at least equal to that Rating Agency's lowest Rating on the Bonds, other than Subordinate Bonds;
- (x) commercial paper (having original maturities of not more than 365 days) with the highest short-term rating by each Rating Agency at the time of purchase;
- (xi) money market and similar funds (including a common trust fund managed by the Trustee or one of its affiliates or subsidiaries) 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 such funds have ratings with the subscripts "m" or "m-G"; and

- (xii) any investments authorized in a Series Supplemental Indenture authorizing Bonds.

The definition of Permitted Investments may be amended and additional obligations included by a Supplemental Indenture upon filing of a Rating Certificate with the Trustee.

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.

Any reference in this definition to the highest rating of short-term obligations or to a rating category shall be without regard to any refinement or gradation such as a “+” or a “1”.

“*Principal*” means (i) with respect to the principal amount of a Deferred Interest Bond, the Appreciated Amount and (ii) with respect to any other Bond, the stated principal amount.

“*Proceeds*” means the amounts received by the Authority or the Trustee, other than Loan Prepayments, upon any sale, encumbrance, taking, disposition or enforcement of any Loans or security for pledged rights in Loans, Acquired Developments and Acquired Bonds, less any costs and expenses incurred in realizing such amounts.

“*Program Fund*” means the Fund of that name and Accounts in it established pursuant to the Indenture.

“*Rating*” means at any date the then existing rating of Bonds (other than Subordinate Bonds) by a Rating Agency and, with respect to any Series of Bonds which has a rating based on bond insurance or other similar credit support for that Series of Bonds, the then existing underlying rating of such Bonds, without regard to such bond insurance or other similar credit support, as determined by a Rating Agency or in such other manner as shall be acceptable to the Trustee and the Authority.

“*Rating Agency*” means any nationally recognized rating agency maintaining a rating of any Bonds (other than Subordinate 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 that the Authority has been advised by each Rating Agency that the Rating of that Rating Agency will not be reduced or withdrawn as a result of the Authority taking that action.

“*Rebate Fund*” means the Fund of that name and Accounts in it which may be created and designated in Series Supplemental Indentures pursuant to the Indenture.

“*Recovery Payments*” means amounts received with respect to any sale or enforcement of Loans or Acquired Bonds (other than Loan Prepayments or Acquired Bond Redemption Receipts) and received as Proceeds or Insurance Proceeds. Recovery Payments also include any recovery from Supplemental Coverage to the extent not included in Insurance Proceeds.

“*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 Supplemental 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 Supplemental Indentures for all Series of Bonds Outstanding authorizing the issuance of such Outstanding Bonds, other than Subordinate 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.

“Revenues” means all money received by or on behalf of the Authority or the Trustee representing (i) principal and interest and related payments on Acquired Bonds and Loans, payments of service and other fees or charges to the Authority with respect to Loans, payments on Loans to reimburse the Authority for costs of issuance of Bonds (or other costs of the Authority with respect to Bonds payable from the Revenue Fund) and also including, without limitation, Loan Prepayments, Acquired Bond Redemption Receipts and Recovery Payments; (ii) Acquired Development Operating Income; (iii) Insurance Proceeds; (iv) Proceeds; (v) any Derivative Payments by a counterparty with respect to a Series of Bonds to the extent the related Series Supplemental Indenture provides for those Derivative Payments to be included in Revenues; and (vi) subject to certain limitations contained in the Indenture, interest and other investment earnings received on the investment of amounts in any Account or Fund (other than the Acquired Development Fund or the Rebate Fund), all in the manner and to the extent described in the Indenture and the Series Supplemental Indentures. Except as provided in a Series Supplemental Indenture, Revenues do not include (a) discount, points or other initial Loan fees charged by the Authority; (b) any payment of interest on a Loan or other payment with respect to a Loan to the extent to be used for paying mortgage insurance premiums or other fees for credit enhancement of the Loan; or (c) Development Receipts.

“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 Supplemental Indenture.

“Series Program Accounts” means the Series Program Accounts in the Program Fund established by Series Supplemental Indentures.

“Series Program Determinations” means determinations by the Authority as to the terms of and security for Loans in connection with a Series of Bonds, as provided in a Series Supplemental Indenture.

“Series Reserve Requirement” means an amount established by a Series Supplemental Indenture as the reserve requirement in respect of the Bonds of the Series while those Bonds are Outstanding. Series Supplemental Indentures for more than one Series of Bonds may establish a composite Series Reserve Requirement applicable to all those Series of Bonds.

“Series Supplemental Indenture” means a Supplemental Indenture of the Authority authorizing the issuance of a Series of Bonds and executed prior to issuance of those Bonds. The term *“Series Supplemental Indenture”* includes any supplemental indenture of the Authority amending a Series Supplemental Indenture as provided in the Indenture.

“Sinking Fund Installments” 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 Installments may be established as fixed dollar amounts or by formula.

“Special Receipts Account” means the account of that name in the Revenue Fund established pursuant to the Indenture.

“Subordinate Bonds” means Bonds payable on a basis as set forth in the related Series Supplemental Indenture with a claim to payment which is subordinate to the claim of Bonds which are not Subordinate Bonds.

“Subordinate Bonds Account” means the account of that name in the Revenue Fund established pursuant to the Indenture.

“Supplemental Coverage” means the coverage, if any, whether in the form of insurance, Cash Equivalents or additional pledged funds, of losses from Loan or Acquired Bond defaults, as provided in a Series Supplemental Indenture. Supplemental Coverage may include any insurance or reserve fund funded by the Authority.

“Supplemental Indenture” means any supplemental indenture of the Authority supplementing or amending the Indenture, including Series Supplemental Indentures.

“Term Bonds” means the Bonds of a Series with respect to which Sinking Fund Installments have been established.

“Trust Estate” means Revenues, Funds and Accounts established under the Indenture and Series Supplemental Indentures (other than the Acquired Development Fund), Acquired Bonds, rights in Loans and security for the rights in Loans which rights are part of the Trust Estate, in each case solely to the extent such items are subject to the pledge, assignment, lien and security interest as provided in the Indenture.

“Trustee” means the institution named in the Indenture designated to act as trustee with respect to the Bonds and its successors as provided in the Indenture.

Certain Authority Covenants

In the Indenture, the Authority covenants that it will promptly pay 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 the Series Supplemental Indenture and the respective Bonds. The Authority covenants that it will pay any premium required for the retirement of Bonds by purchase or redemption according to their true intent and meaning. This covenant for a Series of Bonds may be limited to the Trust Estate by a Series

Supplemental 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 Supplemental Indenture and in each Bond. The Authority will not directly or indirectly extend or assent to the extension of the time for the payment of any principal of or interest on any Bond and will not directly or indirectly be a party to any arrangement for that purpose without the consent of any Bondowner materially adversely affected by the arrangement. 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 Supplemental Indenture.

Authorization of Bonds; Nature of Authority Obligation

The Indenture creates an issue of Bonds of the Authority to be designated as “Housing Bonds,” and creates a continuing pledge and lien to secure the full and final payment of the principal and Redemption Price of and interest and Sinking Fund Installments on all the Bonds issued pursuant to the Indenture. Except as may be provided in a Series Supplemental Indenture with respect to Bonds authorized by that Series Supplemental Indenture, the Bonds shall be general obligations of the Authority, subject to the present or future pledge, assignment or grant of a security interest or lien on specific property or amounts, other than the Trust Estate to the payment of other obligations of the Authority. The State is not liable on the Bonds, and the Bonds are not a debt of the State. Except as may be provided in a Series Supplemental Indenture with respect to Bonds authorized by that Series Supplemental Indenture, Section 26.1 of the Act shall not apply to the Bonds.

Pledge of the Indenture

As security for the payment of interest on and principal of and the redemption premium, if any, of the Bonds, and subject to application as provided in the Indenture and any Series Supplemental Indentures, and subject to the rights of the Authority specified in the Indenture, the Authority pledges and assigns and grants a lien on and security interest to the Trustee in all:

- (i) Funds and Accounts held by the Trustee and all deposits and investments of those Funds and Accounts;
- (ii) Acquired Bonds (which shall be registered in the name of the Trustee);
- (iii) Revenues; and
- (iv) rights of the Authority to the payments of amounts in connection with Loans to the extent the payments would be included in Revenues, including, to the extent they may be so pledged, any right to governmental subsidies payable to the Authority to be used to pay principal of or interest on Loans, and also all security for the pledged rights in Loans including, without limitation, mortgages, assignments of rents and other security interests and agreements.

To the extent provided in a Series Supplemental Indenture, instruments evidencing Loans or security for Loans will be deposited with the Trustee. The Trustee will have no duty to examine any of these instruments and documents but only to retain them on deposit or apply them as provided in the Indenture. Loans, and the security for them, are subject to release by the Trustee to the Authority upon an Authority Request in connection with a sale, a disposition, an enforcement action, a restructuring of a Loan by the Authority as provided in the following paragraph.

Notwithstanding the assignment, pledge and grant described above, the Authority shall, if no Event of Default has occurred and is continuing, and except as may be provided in a Series Supplemental Indenture, have the right to sell, encumber, or dispose of Acquired Bonds or Loans as provided in the Indenture and shall have the right to restructure and enforce 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, Loans. The Trustee shall not remove the Trust Estate from Illinois except as authorized in writing by the Authority.

Any pledge, assignment, lien and security interest made pursuant to the Indenture and any Series Supplemental 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 any 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 other than as may otherwise be required by law in the case of any interest in real property. Notwithstanding the preceding two sentences, upon an Event of Default, the Authority shall upon the written request of the Trustee, or Owners of not less than 25 percent of the principal of the Outstanding Bonds other than Subordinate Bonds, take such actions to make the assignment of a mortgage or other interest in real estate effective, including, if necessary, recording of the assignment, and any assignment of a mortgage or other interest in real estate shall be effective only upon such actions.

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 of the Trust Estate which is senior to or on a parity with the security provided by the Indenture. *Except with respect to Subordinate Bonds, 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, a Series of Bonds may be further secured by a credit facility or a bond insurance policy not applicable to any one or more other Series of Bonds, as shall be provided by the applicable Series Supplemental Indenture in addition to the security provided in the Indenture.*

Except as may be limited by a Series Supplemental Indenture, upon all Bonds of any Series that financed or continued the financing of any particular Loan or Loans having been paid or treated as paid under the Indenture, the pledge, assignment, lien and security interest of the Trustee with respect to that Loan or Loans and any security for it or them shall be released to the Authority but only upon filing a Rating Certificate with the Trustee. Except as may be limited by a Series Supplemental Indenture, upon all Bonds of any Series that have financed the acquisition of Acquired Bonds, or that refinanced Acquired Bonds, having been paid or treated as paid under the Indenture, the pledge, assignment, lien and security interest of the Trustee with

respect to those Acquired Bonds shall be released and those Acquired Bonds shall be registered as the Authority shall direct, but only upon filing a Rating Certificate with the Trustee.

Issuance of Bonds

Each Series of Bonds shall be authorized and issued under and secured by the Indenture pursuant to the authorization contained in a Series Supplemental Indenture. The Bonds of each Series shall be designated as provided by the Series Supplemental 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, shall have such Series Reserve Requirements, shall have such interest payment dates, shall be numbered and the Term Bonds of such Series shall have such Sinking Fund Installments, all as may be provided by the Series Supplemental Indenture for such Bonds. Except as may otherwise be provided for Subordinate Bonds in a related Series Supplemental Indenture, such Bonds shall be secured and be payable 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. Nonetheless, the Authority may issue a Series of Bonds which may be secured by a credit facility or a bond insurance policy securing only such Series of Bonds or a portion of such Series of Bonds as determined by the applicable Series Supplemental Indenture.

Each Series Supplemental 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 such Series of Bonds are being issued, which shall be one or more of the following purposes: (a) the acquisition, construction, renovation, rehabilitation, improvement, expansion or equipping of any Development, including any Acquired Development and including providing reserves for those purposes, (b) the purchase, acquisition or making of Loans, (c) the purchase or acquisition of Acquired Bonds, (d) the making of such deposits in amounts, if any, required by the Indenture or the Series Supplemental Indentures to be paid into various Funds and Accounts, (e) the refunding of Bonds including prior to their redemption or maturity dates, (f) the acquisition, purchase, redemption or refunding of Obligations or (g) other lawful purposes of the Authority as specified in the Series Supplemental 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 (which may be a variable rate or rates) 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 Installments;
- (vii) in the case of Deferred Interest Bonds, the provisions as to accrual and compounding of interest;
- (viii) 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;
- (ix) 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 Supplemental Indenture;
- (x) any Series Reserve Requirement with respect to Bonds other than Subordinate Bonds, the extent to which the Series Reserve Requirement may be met by a Cash Equivalent or accumulated over time, the amounts, including proceeds of the Bonds of such Series, which shall be deposited in the Series Reserve Account or used to acquire a Cash Equivalent for deposit in the Series Reserve Account and any limitation on investments of the Series Reserve Account;
- (xi) the Series Program Determinations, if any;
- (xii) whether there shall be any Derivative Agreement with respect to the Series of Bonds, the extent to which the related Derivative Payments by the counterparty are to be included in Revenues and whether the Derivative Payments by the Authority are to be payable from amounts in the Revenue Fund;
- (xiii) whether the Series of Bonds shall be Subordinate Bonds;
- (xiv) instruments to be deposited with the Trustee pursuant to the Indenture; and
- (xv) any other provisions deemed advisable by the Authority not in conflict with the provisions of the Indenture.

Except as expressly provided in a Series Supplemental Indenture, the Authority may from time to time supplement or amend a Series Supplemental Indenture without consent of Owners of Bonds to amend or supplement any provisions in a Series Supplemental Indenture for the Series Reserve Requirement, the payment and security for Derivative Payments on a Derivative Agreement relating to that Series of Bonds from the Revenue Fund and the extent to which Derivative Payments with respect to that Series of Bonds are to be treated as Revenues, the use of Cash Equivalents in the Reserve Fund, Supplemental Coverage, Permitted Investments or the Series Program Determination, but only upon filing a Rating Certificate.

Funds and Accounts

The Indenture establishes the following Funds and Accounts, each of which, other than the Acquired Development Fund, are to be held by the Trustee:

Program Fund

Series Program Accounts

Revenue Funds

Debt Service Account

Special Receipts Account

Redemption Account

Subordinate Bond Accounts

Reserve Fund

Acquired Development Fund

Rebate Fund

Series Rebate Accounts

Additional Funds and Accounts may be created and designated in Series Supplemental Indentures. The full designation of each such Fund and Account shall include the term “Illinois Housing Development Authority Housing Bonds,” which term shall precede the designation as set forth above. Each such Fund and Account shall be held by the Trustee (other than the Acquired Development Fund), in trust, separate and apart from all other funds of the Authority, for the purposes provided in the Indenture. In Series Supplemental Indentures, the Authority may provide for the deposit of amounts in Funds and Accounts, which amounts shall be subject to the pledge, assignment, lien and security interest of the Indenture in the amounts and for the purposes and period of time set forth in the applicable Series Supplemental Indenture.

Program Fund. For each Series of Bonds there is a Series Program Account in the Program Fund. Except as may be provided by a Series Supplemental Indenture for Subordinate Bonds, amounts received upon the sale of a Series of Bonds will be deposited in the Program Fund and credited to the related Series Program Account in the amount, if any, provided in the applicable Series Supplemental Indenture. In addition, amounts shall be deposited in the Program Fund from the Revenue Fund as described below and shall be credited to the Series Program Account as specified in the Authority Request directing the transfer. Amounts available from or upon the refunding of Obligations shall be deposited in Funds and Accounts as provided in the applicable Series Supplemental Indenture. For a series of bonds issued as convertible option bonds there may be a Series Program Account (COB Rate Period) and a Series Program Account (Fixed Rate Period) as provided in the Series Supplemental Indenture.

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 Supplemental 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 finance the purposes for which such Series of Bonds were issued as specified in the Series Supplemental Indenture.

The Trustee shall transfer unexpended amounts in a Series Program Account to the Revenue Fund to the credit of the Redemption Account, or to the Reserve Fund, in either case as specified by an Authority Request. The Trustee shall transfer amounts from the Program Fund to the Debt Service Account as described below or to the Rebate Fund upon an Authority Request. 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 Supplemental Indenture for the refunding Bonds.

Revenue Fund. The Authority is required to immediately transfer all Revenues received by it, other than Acquired Development Operating Income, to the Trustee. Acquired Development Operating Income will be deposited in the Revenue Fund as described below under the subcaption "*Acquired Development Fund*." All Revenues received by the Trustee are to be deposited in the Revenue Fund. The Trustee shall transfer to and deposit in the Revenue Fund all amounts transferred to it from the Program Fund as described above under the subcaption "*Program Fund*" or from the Reserve Fund as described below under the subcaption "*Reserve Fund*" and shall credit those amounts to the Accounts as specified in those descriptions. 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 Supplemental Indenture, for credit to the Debt Service Account to pay debt service as specified in the Series Supplemental Indenture.

The Authority shall identify and notify the Trustee in writing of the amount of any Revenues that are Acquired Bond Redemption Receipts, Loan Prepayments or Recovery Payments. Those Revenues shall be credited to the Special Receipts Account. Except as may be limited by a Series Supplemental Indenture, amounts in the Special Receipts Account may be transferred at any time upon an Authority Request to the Redemption Account, the Debt Service Account or, upon filing with the Trustee a Cash Flow Certificate, any Series Program Account.

All Derivative Payments with respect to any Subordinate Bonds shall be credited to the related Subordinate Bond Account of the Revenue Fund.

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 Loan or Acquired Bond consistent with the related Series Supplemental Indenture.

Upon their receipt, the Authority shall notify the Trustee as to any amounts which have been received for accrued interest with respect to Loans made or acquired, or Acquired Bonds acquired, from amounts which were expended from a Series 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.

On or prior to each debt service payment date for the Bonds (or any due date of Derivative Payments by the Authority) the Trustee shall credit or 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. credit 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, due on such debt service payment date on the Bonds, other than Subordinate Bonds, to pay any fees in connection with tender option features, letter of credit, standby bond purchase agreements and other forms of credit or liquidity related to such Bonds as set forth in the Series Supplemental Indenture or a Supplemental Indenture and to pay any Derivative Payments related to such Bonds (other than Subordinate Bonds) due on such debt service payment date as set forth in the Series Supplemental Indenture or a Supplemental Indenture;
2. transfer amounts to the Rebate Fund for Series Rebate Accounts for Bonds other than Subordinate Bonds as set forth in an Authority Request;
3. pay Expenses specified in a Series Supplemental Indenture, or such other Expenses provided in an Authority Request accompanied by a Compliance Certificate or Cash Flow Certificate, as applicable;
4. transfer to the Reserve Fund, an amount sufficient to cause the amount on deposit in that Fund, including Cash Equivalents permitted by a Series Supplemental Indenture, to equal the Reserve Requirement;
5. credit to the Redemption Account an amount as specified in an Authority Request accompanied by a Compliance Certificate or Cash Flow Certificate, as appropriate;
6. transfer to any Series Program Account in the Program Fund an amount as specified in an Authority Request accompanied by a Compliance Certificate or Cash Flow Certificate, as appropriate;
7. credit to any Subordinate Bond Accounts, an amount sufficient together with amounts on deposit in that Account, established by a Series Supplemental Indenture for Subordinate Bonds, timely to pay interest and principal, at maturity or mandatory redemption, due on such succeeding debt service payment date on the Subordinate Bonds, to pay any fees in connection with tender option features, letters of credit, standby bond purchase agreements and other forms of credit or liquidity related to such Bonds as set forth in the Series Supplemental Indenture or a Supplemental Indenture and to pay any Derivative Payments related to such Bonds due on such debt service payment date as set forth in the Series Supplemental Indenture or a Supplemental Indenture, or to provide any reserve with respect to Subordinate Bonds; or

8. pay 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 Compliance Certificate or Cash Flow Certificate, as appropriate.

In addition, at any time upon Authority Request, the Trustee shall apply amounts in the Revenue Fund not credited to any Account for the following purposes: (i) to make required arbitrage rebates together with amounts in the Rebate Fund to the United States as required by the Code, (ii) to the purchase of Bonds at the times, in the manner and for the purposes set forth below, and (iii) to pay Expenses, upon filing a Compliance Certificate or a Cash Flow Certificate.

Debt Service Account. The Trustee shall, on each principal and interest payment date, withdraw from the Debt Service Account and pay to the Master Paying Agent, if one is appointed and serving, by wire transfer (or other method of transfer acceptable to the Authority and the Master Paying Agent or as provided in Series Supplemental Indentures) the amounts required for making all payments then due from the Debt Service Account, as described above under the subcaption "*Revenue Fund*." The Trustee (or Master Paying Agent, if one is appointed and serving) shall remit by mail or as otherwise provided in the Series Supplemental Indentures to each Owner of Bonds, other than Subordinate 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 (or Master Paying Agent, if one is appointed and serving) for paying that principal. The Trustee (or Master Paying Agent, if one is appointed and serving) shall remit to any credit or liquidity provider, as described above under the subcaption "*Revenue Fund*," its fees in connection with such credit or liquidity arrangement. The Trustee (or Master Paying Agent, if one is appointed and serving) shall remit to the counterparty under a Derivative Agreement, as described above under the subcaption "*Revenue Fund*," the Derivative Payments due to the counterparty under the Derivative Agreement. An Authorized Representative of the Authority shall advise the Trustee (or Master Paying Agent, if one is appointed and serving) in writing regarding the amount of any such liquidity fees and Derivative Payments and when payment is due.

Purchase of Bonds From Revenue Fund. 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 Installments on the next date in such year (ending January 1). Such payments are scheduled as described under this subcaption. The Trustee (or Master Paying Agent, if one is appointed and serving), upon an Authority Request, shall endeavor to purchase from such amounts 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 Installments for Term Bonds of such Series then Outstanding, on the next such redemption date, in each case in the same year (ending January 1) 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 Supplemental Indenture if such Term Bonds or portions of Term Bonds should be called for redemption on such date.

Subject to applicable law, notwithstanding the maximum purchase price set forth in the prior paragraph, if 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 Installment, then the Trustee (or Master Paying Agent, if one is appointed and serving) 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 Supplemental Indenture if an Authorized Representative certifies to the Trustee and the Master Paying Agent 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. Purchased Bonds shall be cancelled by the Trustee.

Subordinate Bond Account(s). Amounts on deposit in the Revenue Fund to the credit of any Subordinate Bond Account(s) shall be applied as provided in the Series Supplemental Indenture authorizing those Bonds.

Use of Amounts in Redemption Account. The Trustee shall apply money in the Redemption Account for the purchase or redemption of Bonds as follows:

(1) The Trustee (or Master Paying Agent, if one is appointed and serving), upon Authority Request accompanied by evidence that a Compliance Certificate or a Cash Flow Certificate, as appropriate, has been filed with the Trustee, 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 as described above under “*Purchase of Bonds From Revenue Fund.*” 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 (or Master Paying Agent, if one is appointed and serving) after the Trustee (or Master Paying Agent, if one is appointed and serving) 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 Supplemental Indenture for the redemption of such Bonds.

(2) The Trustee (or Master Paying Agent, if one is appointed and serving), upon Authority Request accompanied by evidence that a Compliance Certificate or Cash Flow Certificate, as appropriate, has been filed with the Trustee, 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).

(3) 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 Compliance Certificate or Cash Flow Certificate, if appropriate, or to the Revenue Fund and not in an account.

Reserve Fund. The Authority shall deposit amounts in the Reserve Fund as provided in the Series Supplemental Indentures and as described above under the subcaptions “*Program Fund*” and “*Revenue Fund*.” The Trustee shall transfer money held in the Reserve Fund to the Debt Service Account, as described below under the subcaption “*Debt Service Account*,” to be applied to pay the principal of and interest on the Bonds other than Subordinate Bonds or payments under Derivatives relating to Bonds, other than Subordinate Bonds, to the extent no other funds (other than the Program Fund) are available for that purpose. Amounts held in the Reserve Fund as of any date in excess of the Reserve Requirement, taking into account any Cash Equivalents in the Reserve Fund, shall upon an Authority Request, be transferred to the Revenue Fund or a Series Program Account, unless otherwise provided in the Series Supplemental Indenture. A Series Supplemental Indenture may provide that the Series Reserve Requirement with respect to the applicable Series of Bonds may be funded in whole or in part through Cash Equivalents.

Deficiencies in Debt Service Account. In the event that amounts in the Debt Service Account are insufficient on any interest payment date or principal payment date to pay the principal of and interest on the Bonds (but only for Bonds other than Subordinate 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 the Sinking Fund Installments, 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:

- (a) Revenue Fund (not credited to any Account);
- (b) Special Receipts Account;
- (c) Redemption Account;
- (d) Reserve Fund; and
- (e) Program Fund.

No amounts on deposit in the Revenue Fund being held to pay the Redemption Price of Bonds called for redemption or purchase shall be used for such purpose to the extent that such amounts have been set aside for the payment of Bonds which have been identified for purchase or called for redemption, and no amounts on deposit in any Series Program Account shall be used for such purpose to the extent that the Authority is contractually obligated to finance identified Loans or Acquired Bonds or other purposes acceptable for financing with amounts on deposit in that Series Program Account.

Acquired Development Fund. The Acquired Development Fund shall be held by the Authority. It shall be held separate and apart from all other funds and accounts of the Authority and investments of the Acquired Development Fund shall not be commingled with any other

investments of the Authority. All Acquired Development Receipts shall be deposited in and held in the Acquired Development Fund and may be used to pay Acquired Development Expenses.

The Authority at any time may, and not less than two days prior to the date any interest or principal payments or Derivative Payments are due on or with respect to any Bonds, other than Subordinate Bonds, shall, transfer all Acquired Development Operating Income to the Revenue Fund.

Rebate Fund. The Rebate Fund shall be used to make arbitrage rebate payments as provided by Authority Request or, to the extent determined by the Authority not to be needed for that purpose, shall be transferred to the Revenue Fund, upon Authority Request.

Security for Deposits and Investment of Funds

Any and all money held by the Trustee or the Master Paying Agent 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 Permitted Investments as described 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 (i) by lodging with a bank or trust company selected by the Authority as custodian, or, if then permitted by law, by setting aside under control of the trust department of the bank 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 (ii) if the furnishing of security as provided in clause (i) 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.

Money deposited with the Trustee 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 Permitted Investments 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 to make required Derivative Payments 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 on such an investment direction with respect to the

suitability and legality of such investments, in accordance with the terms of the Indenture. The Trustee upon receipt of an Authority Request shall sell Permitted Investments and reinvest the proceeds in Permitted Investments meeting the requirements of the Indenture or apply the proceeds as provided in the Indenture.

Any Permitted Investments so purchased in any Account or Fund shall be deemed at all times to be part of such Account or Fund. Except as may be provided in a Series Supplemental Indenture with respect to a Series Program Account, any interest paid on the investment in any Account or Fund (except the Rebate Fund and the Acquired Development 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 and interest paid on the investment of the Acquired Development Fund shall be paid to that 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 when authorized by an Authorized Representative may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and trade with itself in the purchase and sale of securities for such investment. 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 Supplemental Indenture with respect to the Reserve Fund, in computing the amount on deposit to the credit of any Account or Fund, Permitted Investments 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.

Although the Authority recognizes that it may obtain a broker confirmation or written statement containing comparable information at no additional cost, the Authority agrees that confirmations of investments made by the Trustee as described above are not required to be issued by the Trustee for each month in which a monthly statement is rendered pursuant to the Indenture. No such statement need be rendered pursuant to the provisions described above if no activity occurred in the fund or account during such preceding month.

Rating Certificates, Compliance Certificates and Cash Flow Certificates

Prior to taking any of the following actions the Authority shall file with the Trustee a Rating Certificate:

- (i) issuing any Series of Bonds;
- (ii) making certain supplements or amendments to a Series Supplemental Indenture including, without limitation, the Series Reserve Requirement, the payment and security for Derivative Payments under a Derivative Agreement, the use of Cash Equivalents in the Reserve Fund,

Supplemental Coverage, Permitted Investments or Series Program Determinations;

- (iii) entering into any Derivative Agreement relating to any Series of Bonds after the date of issuance of such Bonds;
- (iv) remarketing any Bonds in connection with a change in tender period except as required at the time of their issuance;
- (v) releasing the pledge, assignment, lien or security interest of the Indenture in Loans or Acquired Bonds.

Prior to taking any of the following actions, the Authority shall file with the Trustee either a Compliance Certificate or a Cash Flow Certificate, as appropriate:

- (i) any purchase or redemption of Bonds (other than mandatory redemption pursuant to Sinking Fund Installments and purchases of Bonds from amounts on deposit in the Revenue fund as described above);
- (ii) certain withdrawals of amounts from the Revenue Fund free and clear of the pledge and lien of the Indenture (as described in clauses (3), (5), (6) or (8) under the subcaption "*Revenue Fund*" above);
- (iii) any amendment, encumbrance, sale or other disposition of any Loan or Acquired Bond not in default or any restructuring or compromising of any Loan;
- (iv) any use of Acquired Bond Redemption Receipts, Prepayments or Recovery Payments for any use other than purchase or redemption of Bonds or payment of scheduled debt service; or
- (v) any material change in any operating policies or assumptions set forth in the most recent Cash Flow Certificate.

A Compliance Certificate with respect to any action is a certificate of an Authorized Representative stating that the action complies with the operating policies of the Authority as set forth in the then current Cash Flow Certificate.

A Cash Flow Certificate is a Certificate of an Authorized Representative stating that, as shown in the cash flow projections included in the Certificate and based upon the assumptions stated in the Certificate, there will at all times be available sufficient amounts in the Funds and Accounts, timely to pay all principal of and interest on the Bonds and make Derivative Payments under the assumptions stated in the Certificate for each set of then current cash flow scenarios. Except as provided in the Series Supplemental Indenture, a Cash Flow Certificate for Bonds that are not Subordinate Bonds need only show the sufficiency of amounts so as to pay debt service and to make Derivative Payments for Bonds that are not Subordinate Bonds. The Cash Flow Certificate must include projections of the amounts available for payment of debt service on

Bonds and of Derivative Payments under the assumptions stated in the Certificate for each then current cash flow scenario and the assumptions used in computing the projections.

The Cash Flow Certificate shall set forth various cash flow scenarios, that is, sets of stated assumptions including, without limitation, the following:

- (i) the timing and amounts of prepayments;
- (ii) the timing and amounts of the receipt of payments of scheduled principal of and interest on Loans and Acquired Bonds;
- (iii) the investment return on Funds and Accounts;
- (iv) availability of amounts in the Reserve Fund;
- (v) Expenses to be paid; and
- (vi) the form of any Supplemental Coverage.

The Cash Flow Certificate shall also include a set of operating policies setting forth rules or limitations to be followed with respect to discretionary activities of the Authority under the Indenture and Series Supplemental Indentures. Cash flow projections shall take into account the financial position of the Loans and Acquired Bonds as of the stated date of the projection, shall be consistent with the Indenture and the Series Supplemental Indentures and shall assume compliance with the operating policies set forth in the Cash Flow Certificate and the various Series Program Determinations.

A copy of each Cash Flow Certificate and Compliance Certificate filed with the Trustee shall also be provided to each Rating Agency prior to the Authority taking any of the actions for which a Cash Flow Certificate or Compliance Certificate is required as described in clauses (i) – (vi) above under the second paragraph of this caption and, for actions described in clause (ii) and (iii) above under the second paragraph of this caption at least ten days prior to taking such action.

Covenants Relating to Loans and Acquired Bonds

Notwithstanding any pledge, assignment or grant of a lien on or security interest in any Loan or Acquired Bonds, the Authority shall have the right, if no Event of Default exists, and covenants to enforce all its rights and obligations under and pursuant to the Loans and the Acquired Bonds as necessary to obtain payment of amounts to be paid to the Trustee as due and to comply with the Act and all covenants with regard to federal income taxation of interest on Bonds, and agrees that the Trustee, in the name of the Authority, upon an Event of Default, may enforce all rights of the Authority under and pursuant to the Loans and the Acquired Bonds for and on behalf of the Bondowners pursuant to the Indenture. The Trustee shall be under no obligation to service Loans itself, but shall use its best efforts at the expense of the Authority to obtain servicing for the 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.

Certain Other Covenants

Among other covenants made by the Authority in the Indenture are those related to the following matters:

Maintenance of Security. The Authority covenants that, except as otherwise expressly permitted by the Indenture as supplemented by Series Supplemental Indentures, it will not sell, convey, mortgage, encumber or otherwise dispose of the money or investments held for the credit of any Fund or Account created under the Indenture, or the Revenues.

Corporate Existence. 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 Supplemental Indenture.

Books and Records. 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 a written statement of the Funds and Accounts held pursuant to the Indenture and any Series Supplemental 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 as described above, and such books shall be available for inspection by the Trustee and any Bondowner during business hours and upon reasonable notice.

Annual Audit. The Authority shall annually, within 120 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.

Notice of an Event of Default. The Authority shall promptly notify the Trustee in writing of the occurrence of an Event of Default.

Defaults and Remedies

The Indenture declares each of the following events an “Event of Default”:

(a) payment of interest on or the principal or Redemption Price of any of the Bonds is not made when due and payable; or

(b) default in the due and punctual performance of any other covenants or agreements contained in the Bonds or in the Indenture or any Series Supplemental Indenture and such default continues for 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 25 percent 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.

An Event of Default with respect to Subordinate Bonds is not an Event of Default on Bonds which are not Subordinate Bonds. For purposes of determining the percentages of Owners of Bonds as provided in the Indenture, only Bonds other than Subordinate Bonds shall be taken into account unless the Event of Default relates only to Subordinate Bonds in which case the percentage relates only to Subordinate Bonds. In the case of an Event of Default relating only to Subordinate Bonds any acceleration or other remedy shall relate only to Subordinate Bonds.

It shall not be an Event of Default for the Authority to fail to foreclose upon or otherwise to enforce its rights to payment under Loans to the extent the Authority applies other moneys (other than withdrawals from the Reserve Fund) sufficient to make all required payments due from the Debt Service Account.

Acceleration of Maturity. Upon the happening and continuance of any Event of Default under paragraph (a) above (except as may be limited in a Series Supplemental Indenture, as set forth in the last paragraph under “*Enforcement of Remedies*” below), then and in every such case the Trustee may and, subject to indemnification of the Trustee as described below, upon the written direction of the Owners of not less than 2/3 in aggregate principal amount of the Outstanding Bonds and receipt of indemnification satisfactory to the Trustee 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 paragraph) 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 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. If an Event of Default applies to Bonds other than Subordinate Bonds then any reference under this

subcaption to Bonds is to Bonds that are not Subordinate Bonds. If an Event of Default applies to Subordinate Bonds, then reference under this subcaption to Bonds is to Subordinate Bonds.

Enforcement of Remedies. 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 25 percent in aggregate principal amount of the Outstanding Bonds shall proceed, subject to indemnification of the Trustee as described 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, deems most effectual to protect and enforce such rights.

In the enforcement of any remedy under the Indenture the Trustee is entitled (i) 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 (ii) to recover and enforce any judgment or decree against the Authority, but solely as provided in the Indenture, the Series Supplemental Indenture and 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.

Pro Rata Application of Funds

Notwithstanding anything in the Indenture to the contrary, if at any time the money in the Funds and Accounts (other than the Rebate Fund) 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 as described above) such money, together with any money then or later available for such purpose, whether through the exercise of the remedies provided for in the Indenture or otherwise, shall be applied, following the satisfaction of any payments due to the Trustee under the indemnity provisions of the Indenture and payment of such Expenses as the Trustee concludes shall enhance the value of the Trust Estate, as follows:

(a) If the principal of all the Bonds (other than Subordinate 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 (except interest on overdue principal) of interest on Bonds, other than Subordinate Bonds, then accrued and unpaid in the chronological order in which such installments of interest accrued and, if the amount available is not sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, on Bonds other than

Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds, other than Subordinate Bonds;

second: to the payment of the unpaid principal of any of the Bonds, other than Subordinate Bonds, which have become due and payable (except Bonds other than Subordinate Bonds called 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, with interest on the principal amount of such Bonds, other than Subordinate Bonds, at the respective rates specified in such Bonds from the respective dates upon which such Bonds, other than Subordinate Bonds, became due and payable, and, if the amount available is not sufficient to pay in full the principal of the Bonds, other than Subordinate Bonds, by their stated terms due and payable 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, other than Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Bonds, other than Subordinate Bonds;

third: to the payment of the interest on and the principal of the Bonds, other than Subordinate Bonds, to the purchase and retirement of Bonds, other than Subordinate Bonds, and to the redemption of the Bonds, other than Subordinate Bonds, all in accordance with the provisions of the Indenture regarding redemption;

fourth: to the payment of interest (except interest on overdue principal) on Subordinate Bonds then accrued and unpaid in the chronological order in which such installments of interest accrued and, if the amount available is not sufficient to pay in full any particular installment, then to the payment, ratably, according to the amounts due on such installment, of Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Bonds;

fifth: to the payment of the unpaid principal of any of the Subordinate Bonds which has become due and payable (except Subordinate Bonds called 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, with interest on the principal amount of such Subordinate Bonds at the respective rates specified in such Subordinate Bonds from the respective dates upon which such Subordinate Bonds became due and payable, and, if the amount available is not sufficient to pay in full the principal of the Subordinate Bonds by their stated terms due and payable on any particular date, together with such interest, then to the payment first of such interest, ratably, according to the amount of such interest due on such date on such Subordinate Bonds, and then to the payment of such principal, ratably, according to the amount of such principal due on such date, of Subordinate Bonds, without any discrimination or preference except as to any difference in the respective rates of interest specified in the Subordinate Bonds; and

sixth: to the payment of the interest on and the principal of the Subordinate Bonds, to the purchase and retirement of Subordinate Bonds and to the redemption of Subordinate Bonds.

(b) 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 which are not Subordinate Bonds, without preference or priority of principal over interest or of interest over principal, or of any daily accrual of interest over any other daily accrual of interest, or of any Bond which is not a Subordinate Bond over any other Bond which is not a Subordinate Bond, ratably, according to the amounts due respectively for principal and interest, without any discrimination or preference except as to the respective rates of interest specified in the Bonds which are not subordinated Bonds, and second, to the payment of the principal and premium, if any, and interest then accrued and unpaid upon the Subordinate Bonds, without preference or priority of principal over interest or of interest over principal, or of any daily accrual of interest over any other daily accrual of interest, or of any Subordinate Bond over any other Subordinate Bond, ratably, according to the amounts due respectively for principal and interest, without any discrimination or preference except as to the respective rates of interest specified in the Subordinate Bonds.

(c) If the principal of all the Bonds has been declared due and payable and if such declaration has been rescinded and annulled as described above under the subcaption "*Acceleration of Maturity*," then, subject to the provisions of subparagraph (b) 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, any Subordinate Bond Debt Service Account of the Revenue Fund 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 subparagraph (a) above.

The provisions of subparagraphs (a), (b) and (c) above are in all respects subject to the provisions of the Indenture that provide that neither the Trustee nor the Authority shall consent or agree directly or indirectly to extend the time for payment of the interest on any Bond. In case the time for the payment of the interest of any Bond shall be extended, whether or not such extension be by or with the consent of the Authority, such 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.

Restrictions Upon Actions by Individual Bondowner

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 Supplemental 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 15 percent in aggregate principal amount of the Bonds then Outstanding (other than Subordinate Bonds) 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 described provision, the Owners of not less than 25 percent 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 foregoing described provision, nothing 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 at the time and place expressed in such Bond.

Limitations on Remedies for Series of Bonds

A Series Supplemental Indenture authorizing a Series of Bonds that are subject to bond insurance may provide limitations on remedies available with respect to those Bonds including, without limitation, acceleration of their maturity, without the consent of the bond insurer and may give the bond insurer rights of Owners of those Bonds with respect to remedies. See "Bond Insurer Provisions" below for certain information regarding the Authority's covenants to the Bond Insurer with respect to the 2007 Series C Bonds.

Trustee Entitled to Indemnity

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 and 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 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

The Trustee shall be under no obligation (i) 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, (ii) to report, or make or file claims or proof of loss for, any loss or damage insured against or which may occur or (iii) 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 and the Master Paying Agent 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, are 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 and the Master Paying Agent 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 of the same in accordance with the standard specified above and the Trustee and the Master Paying Agent 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 and the Master Paying Agent 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 and the Master Paying Agent 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.

Compensation and Indemnification of Trustee

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 Trust Estate, 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. Payment of compensation for the Master Paying Agent shall be by separate agreement.

Resignation and Removal of Trustee

No resignation or removal of the Trustee or the Master Paying Agent and no appointment of a successor Trustee pursuant to the Indenture shall become effective until the acceptance of appointment by the successor Trustee. Subject to the foregoing, 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 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.

Subject to the first sentence of the prior paragraph, the Trustee may be removed at any time 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 (other than Subordinate Bonds) and filed with the Authority. A facsimile copy of each such instrument must be delivered promptly by the Authority to the Trustee. The Trustee may also be removed at any time for reasonable cause by any court of competent jurisdiction upon the application of Owners of not less than ten percent in aggregate principal amount of the Outstanding Bonds (other than Subordinate Bonds). The Trustee may be removed at any time by the Authority if an Event of Default, or any event which upon the passage of time would be an Event of Default, has not occurred and is continuing.

Appointment of Successor Trustee

If at any time the Trustee resigns, is removed, dissolved or otherwise becomes incapable of acting, or the bank or trust company acting as Trustee is taken over by any governmental official, agency, department or board, 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. At any time within one year after any such resignation, removal, dissolution or incapacity has occurred, the owners of a majority in principal amount of the Outstanding Bonds (other than Subordinate Bonds), by an instrument or concurrent instruments in writing, executed by such Bondowners and filed with the Authority, may appoint a successor Trustee, which will supersede any Trustee appointed by the Authority prior to that filing. Facsimile copies of each such instrument will be delivered promptly by the Authority to the predecessor Trustee and to the Trustee so appointed by the Bondowners. If no appointment of a successor Trustee is made as described under this subcaption within ten 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 must be a bank or trust company having a principal corporate trust office in the State, 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 aggregating not less than \$45 million, as shown on its most recently published report of its financial condition.

Master Paying Agent

The Indenture provides that a Master Paying Agent may be appointed. During such time as there is a Master Paying Agent (i) the Master Paying Agent shall perform all duties of the Trustee under the Indenture with respect to the authentication, registration, transfer, exchange, and delivery of Bonds, the disposition of Bonds upon payment and the payment to Bondowners of principal and redemption price of and interest on Bonds, and (ii) all references in the Indenture and the Official Statement to the Trustee with regard to any such duties shall refer instead to the Master Paying Agent and in that regard reference to an office of the Trustee shall refer instead to the comparable office of the Master Paying Agent. The Trustee and Master

Paying Agent shall cooperate to carry out their respective duties under the Indenture and each shall provide the other with copies of all notices, reports and information necessary to the other.

Successor Master Paying Agent

The Master Paying Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least 120 days' written notice to the Authority and the Trustee. The Master Paying Agent may be removed at any time by an instrument filed with it and the Trustee and signed by an Authorized Officer of the Authority. Any successor Master Paying Agent shall be appointed by the Authority and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having a capital and surplus aggregating at least \$5 million and willing and able to accept the office of Master Paying Agent on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by the Indenture.

Modifications of Resolutions and Outstanding Bonds

The Indenture provides procedures pursuant to which the Authority may amend the Indenture or any Series Supplemental Indenture by adoption of a Supplemental Indenture.

The Authority and the Trustee may, from time to time and at any time, enter into Supplemental Indentures:

- (a) to authorize the issuance of a Series of Bonds; or
- (b) to cure any ambiguity or defect or omission in the Indenture; or
- (c) 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
- (d) to include as Revenues or in the Trust Estate any additional amounts, receipts or property; or
- (e) 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 which are not inconsistent with the provisions of the Indenture, provided such action shall not materially adversely affect the interest of the Bondowners; or
- (f) 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
- (g) to modify any of the provisions of the Indenture in any respect whatever not otherwise set forth in clauses (a) - (l) of this

paragraph, 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 adoption 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 adoption of such Supplemental Indenture and of Bonds issued in exchange for, or in place of, such Bonds; or

- (h) 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
- (i) 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 Supplemental Indenture; or
- (j) to add to the definition of “Permitted Investments” pursuant to the last proviso of that definition; or
- (k) to modify, amend or supplement the Indenture or any Supplemental Indenture in such manner as to permit a trustee (other than the Trustee) with respect to any Subordinate Bonds issued under the Indenture; or
- (l) to make any other change which, in the judgment of the Trustee, does not materially adversely affect the interests of the Bondowners.

The Indenture and any Series Supplemental Indenture may be modified, supplemented or amended by a Supplemental Indenture in ways not described above, as set forth below. No such Supplemental Indenture shall be effective except upon the consent of (i) the Owners of greater than 50 percent in aggregate principal amount of Outstanding Bonds (other than Subordinate Bonds); (ii) if less than all of the Outstanding Bonds are affected, the Owners of greater than 50 percent in principal amount of Bonds then Outstanding, other than Subordinate Bonds, so affected and, if Subordinate Bonds are affected, 50 percent of the aggregate principal amount of the Subordinate Bonds so affected; and (iii) in case the terms of any Sinking Fund Installments are changed, the Owners of greater than 50 percent in principal amount of the Outstanding Bonds of the particular Series and maturity entitled to such Sinking Fund Installments. 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 or the rate of interest on it, or (c) create or grant a pledge, assignment, lien or security interest of the Trust Estate, 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 and maturity 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 paragraph. For the purpose of this paragraph, 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 Owner of Bonds of such Series. The Trustee may in its discretion determine whether Bonds of any particular Series and maturity 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.

Defeasance

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 Price, if any, and interest to become due on them, at the times and in the manner stipulated in the Indenture and in the Series Supplemental 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 and shall assign, transfer and convey to the Authority all its interest in Acquired Bonds and Loans.

Bonds for the payment or redemption of which money has been set aside and held in trust by the Trustee or the related Master Paying Agent (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 above. All Bonds shall, prior to their maturity or redemption date, be deemed to have been paid within the meaning of and with the effect expressed above if: (i) there is deposited with such Trustee or Master Paying Agent 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 such Trustee or Master Paying Agent 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(s) or Master Paying Agent(s) irrevocable instruction to give any required notice of redemption, which instruction the Trustee

or Master Paying Agent 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 tax-exempt Bonds to be included in “gross income” of the Registered Owners for federal income tax purposes if the Authority has covenanted in the Series Supplemental Indenture not to take such action.

Upon being defeased as provided above, Bonds shall continue to be payable as to principal, interest and redemption premium 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 as described under this subcaption 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 pursuant to Sinking Fund Installments), Redemption Price, 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.

Bond Insurer Provisions – Supplemental Indenture

The scheduled payment of principal of and interest on the 2007 Series C Bonds when due will be guaranteed under a Municipal Bond Insurance Policy to be issued concurrently with the delivery of the 2007 Series C Bonds by Financial Security Assurance Inc. For as long as the Insurance Policy is in full force and effect relating to the 2007 Series C Bonds and the Bond Insurer has not failed to make any payment in accordance with the respective Insurance Policy, the Authority covenants to the Bond Insurer as follows:

(a) No Cash Equivalent shall be deposited into the Reserve Fund with respect to the 2007 Series C Bonds that provides the issuer of such Cash Equivalent shall be subrogated to the holders of 2007 Series C Bonds upon a draw thereon without the prior written consent of the Bond Insurer.

(b) The Bond Insurer shall be deemed to be the sole holder of the 2007 Series C Bonds for the purpose of exercising any voting right or privilege, giving any consent or direction, or taking any other action that the holders of the 2007 Series C Bonds are entitled to take relating to defaults and remedies under the Indenture, and relating to the duties and obligations of the Trustee.

(c) The maturity of 2007 Series C Bonds shall not be accelerated without the prior consent of the Bond Insurer, and, in the event the maturity of the 2007 Series C Bonds is accelerated, the Bond Insurer may elect, in its sole discretion, to pay accelerated principal and interest accrued on such principal to the date of acceleration (to the extent unpaid by the Authority) and the Trustee shall be required to accept such amounts. Upon payment of such

accelerated principal and interest accrued to the acceleration date as provided above, the Bond Insurer's obligations under the Insurance Policy with respect to such 2007 Series C Bonds shall be fully discharged.

(d) The Bond Insurer shall be a third-party beneficiary to the Indenture.

(e) The exercise of any provision of the Indenture which permits the purchase of 2007 Series C Bonds in lieu of redemption shall require approval of the Bond Insurer wherein any 2007 Series A Bond so purchased is not extinguished.

(f) Modifications of, or amendments to, the Indenture or the 2007 Series C Supplemental Indenture (collectively, the "Security Documents"), will become effective only upon the prior written consent of the Bond Insurer. Copies of any modification or amendment to the Security Documents shall be sent to Standard & Poor's Credit Market Services and Moody's Investors Service, Inc. at least 10 days prior to the effective date thereof.

(g) Any exercise by the Bond Insurer of any rights is merely an exercise of the Bond Insurer's contractual rights and shall not be construed or deemed to be taken for the benefit or on behalf of the 2007 Series A Bondowners, nor does such action evidence any position of the Bond Insurer, positive or negative, as to whether 2007 Series A Bondowner consent is required in addition to consent of the Bond Insurer.

(h) Only (1) cash, (2) non-callable direct obligations of the United States of America ("Treasuries"), (3) evidences of ownership of proportionate interests in future interest and principal payments on Treasuries held by a bank or trust company as custodian, under which the owner of the investment is the real party in interest and has the right to proceed directly and individually against the obligor and the underlying Treasuries are not available to any person claiming through the custodian or to whom the custodian may be obligated, (4) pre-refunded municipal obligations rated "AAA" and "Aaa" by S&P and Moody's, respectively, or (5) securities eligible for "AAA" defeasance under then existing criteria of S&P, or any combination thereof, shall be authorized to be used to effect defeasance of the 2007 Series C Bonds unless the Bond Insurer otherwise approves. To accomplish defeasance, the Authority shall cause to be delivered (a) a report of an independent firm of nationally recognized certified public accountants or such other accountant as shall be acceptable to the Bond Insurer ("Accountant") verifying the sufficiency of the escrow established to pay the defeased 2007 Series C Bonds in full on their maturity or redemption date ("Verification"), (b) an Escrow Deposit Agreement (which shall be acceptable in form and substance to the Bond Insurer), (c) a Bond Counsel Opinion to the effect that the 2007 Series C Bonds are no longer "Outstanding" under the Indenture, and (d) a certificate of discharge of the Trustee with respect to the 2007 Series C Bonds; each Verification and defeasance opinion shall be acceptable in form and substance, and addressed, to the Authority, the Trustee and the Bond Insurer. The Bond Insurer shall be provided with final drafts of the above-referenced documentation not less than five business days prior to the funding of the escrow. 2007 Series C Bonds shall be deemed "Outstanding" under the Indenture unless and until they are in fact paid and retired or the above criteria are met.

(i) 2007 Series C Bonds paid in whole or in part from amounts paid by the Bond Insurer under the Insurance Policy shall not be deemed paid for purposes of the Indenture and shall remain Outstanding and continue to be due and owing until paid by the Authority in

accordance with the Indenture. The Indenture shall not be discharged unless all amounts due or to become due to the Bond Insurer have been paid in full or duly provided for.

(j) Each of the Authority and the Trustee covenant and agree to take such action (including, as applicable, filing of UCC financing statements and continuations thereof) as is necessary from time to time to preserve the priority of the pledge of the Trust Estate under applicable law.

(k) The following shall apply with respect to claims upon the Insurance Policy and payments by and to the Bond Insurer:

If, on the third business day prior to the related scheduled interest payment date or principal payment date ("Payment Date") there is not on deposit with the Trustee, after making all transfers and deposits required under the Indenture, moneys sufficient to pay the principal of and interest on the 2007 Series C Bonds due on such Payment Date, the Trustee shall give notice to the Bond Insurer and to its designated agent (if any) (the "Insurer's Fiscal Agent") by telephone or teletype of the amount of such deficiency by 12:00 noon, New York City time, on such business day. If, on the second business day prior to the related Payment Date, there continues to be a deficiency in the amount available to pay the principal of and interest on the 2007 Series C Bonds due on such Payment Date, the Trustee shall make a claim under the Insurance Policy and give notice to the Bond Insurer and the Insurer's Fiscal Agent (if any) by telephone of the amount of such deficiency, and the allocation of such deficiency between the amount required to pay interest on the 2007 Series C Bonds and the amount required to pay principal of the 2007 Series C Bonds, confirmed in writing to the Bond Insurer and the Insurer's Fiscal Agent by 12:00 noon, New York City time, on such second business day by filling in the form of Notice of Claim and Certificate delivered with the Insurance Policy.

In the event the claim to be made is for a mandatory sinking fund redemption installment, upon receipt of the moneys due, the Trustee shall authenticate and deliver to affected 2007 Series A Bondholders who surrender their 2007 Series C Bonds new 2007 Series C Bonds in an aggregate principal amount equal to the unredeemed portion of the 2007 Series A Bond surrendered. The Trustee shall designate any portion of payment of principal of 2007 Series C Bonds paid by the Bond Insurer, whether by virtue of mandatory sinking fund redemption, maturity or other advancement of maturity, on its books as a reduction in the principal amount of 2007 Series C Bonds registered to the then current 2007 Series A Bondholder, whether DTC or its nominee or otherwise, and shall issue a replacement 2007 Series A Bond to the Bond Insurer, registered in the name of Financial Security Assurance Inc., in a principal amount equal to the amount of principal so paid (without regard to authorized denominations); provided that the Trustee's failure to so designate any payment or issue any replacement 2007 Series A Bond shall have no effect on the amount of principal or interest payable by the Authority on any 2007 Series A Bond or the subrogation rights of the Bond Insurer.

The Trustee shall keep a complete and accurate record of all funds deposited by the Bond Insurer into the Policy Payments Account (defined below) and the allocation of such funds to payment of interest on and principal paid in respect of any 2007 Series A Bond. The Bond Insurer shall have the right to inspect such records at reasonable times upon reasonable notice to the Trustee.

Upon payment of a claim under the Insurance Policy, the Trustee shall establish a separate special purpose trust account for the benefit of 2007 Series A Bondowners referred to as the "Policy Payments Account" and over which the Trustee shall have exclusive control and sole right of withdrawal. The Trustee shall receive any amount paid under the Insurance Policy in trust on behalf of 2007 Series A Bondowners and shall deposit any such amount in the Policy Payments Account and distribute such amount only for purposes of making the payments for which a claim was made. Such amounts shall be disbursed by the Trustee to 2007 Series A Bondowners in the same manner as principal and interest payments are to be made with respect to the 2007 Series C Bonds under the Sections hereof regarding payment of 2007 Series C Bonds. It shall not be necessary for such payments to be made by checks or wire transfers separate from the check or wire transfer used to pay debt service with other funds available to make such payments.

Notwithstanding anything to the contrary otherwise set forth in the Indenture, and to the extent permitted by law, in the event amounts paid under the Insurance Policy are applied to claims for payment of principal of or interest on the 2007 Series C Bonds, interest on such principal of and interest on such 2007 Series C Bonds shall accrue and be payable from the date of such payment at the greater of (i) the per annum rate of interest, publicly announced from time to time by J.P. Morgan Chase Bank or its successor at its principal office in the City of New York, as its prime or base lending rate plus 3%, and (ii) the then applicable rate of interest on the 2007 Series C Bonds; provided that in no event shall such rate exceed the maximum rate permissible under applicable usury or similar laws limiting interest rates in the State of Illinois and applicable to obligations of the Authority.

Funds held in the Policy Payments Account shall not be invested by the Trustee and may not be applied to satisfy any costs, expenses or liabilities of the Trustee. Any funds remaining in the Policy Payments Account following a Payment Date shall promptly be remitted to the Bond Insurer.

(l) The Bond Insurer shall, to the extent it makes any payment of principal of or interest on the 2007 Series C Bonds, become subrogated to the rights of the recipients of such payments in accordance with the terms of the Insurance Policy. The obligations to the Bond Insurer shall survive discharge or termination of the Security Documents.

(m) The Authority shall pay or reimburse the Bond Insurer any and all charges, fees, costs and expenses which the Bond Insurer may reasonably pay or incur in connection with (1) the administration, enforcement, defense or preservation of any rights or security in any Security Document, (2) the pursuit of any remedies under the Indenture or any other Security Document, or otherwise afforded by law or equity, (3) any amendment, waiver or other action with respect to, or related to, the Indenture or any other Security Document, whether or not executed or completed, (4) the violation by the Authority of any law, rule or regulation, or any judgment, order or decree applicable to it, or (5) any litigation or other dispute in connection with the Indenture or any other Security Document, or the transactions contemplated thereby, other than amounts resulting from the failure of the Bond Insurer to honor its obligations under the Insurance Policy. The Bond Insurer reserves the right to charge a reasonable fee as a condition to executing any amendment, waiver or consent proposed in respect of the Indenture or any other Security Document.

(n) After payment of reasonable expenses of the Trustee, the application of funds realized upon default shall be applied to payment of expenses of the Authority or rebate only after the payment of debt service due and past due on the 2007 Series C Bonds, together with replenishment of the Reserve Fund.

(o) The Bond Insurer shall be entitled to pay principal or interest on the 2007 Series C Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Authority (as such terms are defined in the Insurance Policy), and any amounts due on the 2007 Series C Bonds as a result of acceleration of the maturity thereof in accordance with the Indenture, whether or not the Bond Insurer has received a Notice of Nonpayment (as such term is defined in the Insurance Policy) or a claim upon the Insurance Policy.

(p) The Bond Insurer shall be provided with the following information: (1) annual audited financial statements of the Authority within 150 days after the end of the Authority's fiscal year (together with a certification of the Authority that it is not aware of any default or Event of Default under the Indenture), and the Authority's annual budget within 30 days after the approval thereof together with such other information, data or reports as the Bond Insurer shall reasonably request from time to time; (2) notice of any draw upon the Reserve Fund within two business days after knowledge thereof other than (a) withdrawals of amounts in excess of the Reserve Requirement; and (b) withdrawals in connection with a refunding of any Bonds; (3) notice of any default known to the Trustee or the Authority within five business days after knowledge thereof; (4) prior notice of the advance refunding or redemption of any of the 2007 Series C Bonds, including the principal amount, maturities and CUSIP numbers thereof; (5) notice of the resignation or removal of the Trustee and Master Paying Agent and the appointment of, and acceptance of duties by, any successor thereto; (6) notice of the commencement of any proceeding by or against the Authority commenced under the United States Bankruptcy Code or any other applicable bankruptcy, insolvency, receivership, rehabilitation or similar law (an "Insolvency Proceeding"); (7) notice of the making of any claim in connection with any Insolvency Proceeding seeking the avoidance as a preferential transfer of any payment of principal of, or interest on, the 2007 Series C Bonds; (8) a full original transcript of all proceedings relating to the execution of any amendment or supplement to the Security Documents; and (9) all reports, notices and correspondence to be delivered to 2007 Series A Bondowners under the terms of the Security Documents.

(q) Notwithstanding satisfaction of other conditions to the issuance of Additional Bonds contained in the Indenture, no such issuance may occur (1) should any Event of Default (or any event which, once all notice or grace periods have passed, would constitute an Event of Default) have occurred and be continuing, unless such Event of Default shall be cured upon such issuance, and (2) unless the Reserve Fund is fully funded at its requirement (including the new issue) upon the issuance of such Additional Bonds, in either case unless otherwise permitted by the Bond Insurer.

(r) In determining whether any amendment, consent or other action to be taken, or any failure to act, under the Indenture would adversely affect the security for the 2007 Series C Bonds or the rights of the 2007 Series A Bondowners, the Trustee shall consider the effect of any such amendment, consent, action or inaction as if there were no Insurance Policy.

(s) No contract shall be entered into nor any action taken by which the rights of the Bond Insurer or security for, or sources of payment of, the 2007 Series C Bonds may be impaired or prejudiced in any material respect except upon obtaining the prior written consent of the Bond Insurer.

(t) A copy of each Cash Flow Certificate and Compliance Certificate filed with the Trustee shall also be provided to the Bond Insurer prior to the Authority taking any of the actions listed below, and with respect to an action described in (2) and (3) below such certificate shall be provided at least 10 days prior to taking such action:

(1) any purchase or redemption of Bonds (other than mandatory redemption pursuant to Sinking Fund Installments and certain purchases of Bonds in lieu of Sinking Fund Installments);

(2) certain withdrawals of amounts from the Revenue Fund free and clear of the pledge and lien of the Indenture;

(3) any amendment, encumbrance, sale or other disposition of any Loan or Acquired Bond not in default or any restructuring or compromising of any Loan;

(4) any use of Acquired Bond Redemption Receipts, Prepayments or Recovery Payments for any use other than purchase or redemption of Bonds or payment of scheduled debt service; or

(5) any material change in any operating policies or assumptions set forth in the most recent Cash Flow Certificate.

The foregoing covenants and agreements are for the benefit of the Bond Insurer only; no Bondholder shall have any right to enforce the same. The foregoing covenants and agreements may be waived or modified by the Bond Insurer and the Authority without the consent of any Bondholder.

TAX MATTERS

In the opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel, to be delivered on the date of issuance of the 2007 Series C Bonds, and conditioned upon compliance by the Authority and the Borrower with the covenants described herein, under existing laws, regulations, rulings and judicial decisions, interest on the 2007 Series C Bonds is excluded from gross income of the owners thereof for federal income tax purposes, except that no opinion is expressed with respect to interest on any 2007 Series C Bond for any period during which such 2007 Series C Bond is held by a “substantial user” of the facilities financed by such 2007 Series C Bond or a “related person” as those terms are defined in Section 147 of the Internal Revenue Code of 1986, as amended (the “Code”). The form of such Bond Counsel opinion is attached hereto as Appendix F.

The Code establishes certain continuing requirements that must be met with respect to the 2007 Series C Bonds and subsequent to issuance in order that interest thereon be excluded from gross income for federal income tax purposes. Failure to comply with such applicable

requirements could cause the interest on the 2007 Series C Bonds to be includable in gross income retroactive to the date of original issuance of the 2007 Series C Bonds. Certain of these requirements must be met on a continuous basis throughout the term of the 2007 Series C Bonds. These requirements include (a) limitations as to the use of the proceeds of the 2007 Series C Bonds and the use of the facilities refinanced by the 2007 Series C Bonds; (b) limitations on the extent to which amounts treated as proceeds of the 2007 Series C Bonds may be invested in higher yielding investments; and (c) a provision, subject to certain limited exceptions, that requires all investment earnings on amounts treated as proceeds of the 2007 Series C Bonds above the yield on the 2007 Series C Bonds to be paid to the United States Treasury. The Authority will covenant and represent in the Trust Indenture that it will take all steps to comply with the requirements of the Code to the extent necessary to maintain the exclusion of interest on the 2007 Series C Bonds from gross income for federal income tax purposes. The failure or inability of the Authority or the owners of the facilities, financed by the 2007 Series C Bonds, to comply with these requirements could cause the interest on the 2007 Series C Bonds to be included in gross income from the date of issuance.

Section 148 of the Code sets forth, as a condition to the exclusion of interest from gross income for federal income tax purposes on governmental obligations, such as the 2007 Series C Bonds, certain restrictions regarding the investment of the “gross proceeds” of such obligations. These “arbitrage” provisions set forth limitations on the yield of investments acquired with “gross proceeds” of the 2007 Series C Bonds and also provide for periodic rebate of specified portions of the arbitrage profit derived from such investments. Failure to comply with such requirements at any time could retroactively affect the exclusion from gross income for federal income tax purposes of interest on the 2007 Series C Bonds. The Authority has covenanted to comply with the ongoing requirements of Section 148 of the Code, including requirements regarding, among other things, limitations on investment of the 2007 Series C Bond proceeds and rebate to the federal government, which covenants, if complied with, will satisfy Section 148 of the Code.

The 2007 Series C Bonds are also subject to Code provisions requiring that the facility financed with the proceeds of the 2007 Series C Bonds be used as a “residential rental project” for the “qualified project period,” both as defined in the Code. In order to qualify as a “residential rental project” at least 20% of the residential units in a financed development must be occupied by individuals with incomes that are 50% or less of median gross income, or 40% of the residential units must be occupied by individuals with incomes that are 60% or less of median gross income. The Code requires that the income of individuals and area median gross income must be determined by the Secretary of the Treasury in a manner consistent with the determinations of lower income families and median gross income under Section 8 of the 1937 Housing Act. These income determinations are required to include adjustments for family size. The “qualified project period” is defined as that period of time beginning on the first day on which at least 10% of the units in a financed development are occupied and ending on the latest of (a) the date which is 15 years after the date on which at least 50% of the units in the financed development that are provided with the proceeds of the issue are first occupied, (b) the first day on which no tax exempt bond issue with respect to the financed development is outstanding, or (c) the date on which any assistance provided with respect to the financed development under Section 8 of the 1937 Housing Act terminates. Each Borrower has covenanted to the Authority to comply with the above provisions and other provisions applicable to each respective Project.

Although Bond Counsel will render an opinion that interest on the 2007 Series C Bonds will not be included in gross income for federal income tax purposes, the accrual or receipt of interest on the 2007 Series C Bonds may otherwise affect the federal income tax liability of the recipient. The extent of these other tax consequences will depend upon the recipient's particular tax status or other items of income or deduction. Bond Counsel expresses no opinion regarding any such consequences. Purchasers of the 2007 Series C Bonds, particularly purchasers that are corporations (including S corporations and foreign corporations operating branches in the United States), property or casualty insurance companies, banks, thrifts or other financial institutions, certain recipients of Social Security or Railroad Retirement benefits, taxpayers otherwise entitled to claim the earned income credit, or taxpayers who may be deemed to have incurred or continued indebtedness to carry tax exempt obligations are advised to consult their tax advisors as to the tax consequences of purchasing, holding or selling the 2007 Series C Bonds.

INTEREST ON THE 2007 SERIES C BONDS IS A SPECIFIC PREFERENCE ITEM FOR PURPOSES OF THE ALTERNATIVE MINIMUM TAX PROVISIONS IMPOSED BY THE CODE ON INDIVIDUALS AND CORPORATIONS. THE EXTENT OF THE TAX CONSEQUENCES OF PURCHASING OR HOLDING THE 2007 SERIES C BONDS WILL DEPEND UPON THE BONDHOLDER'S TAX STATUS OR OTHER ITEMS OF INCOME OR DEDUCTION. PROSPECTIVE PURCHASERS OF THE 2007 SERIES C BONDS SHOULD CONSULT WITH THEIR TAX ADVISORS AS TO THE CONSEQUENCES OF PURCHASING OR HOLDING THE 2007 SERIES C BONDS.

Original Issue Premium and Discount. An amount equal to the excess of the issue price of any 2007 Series C Bonds over its stated price at maturity (a "Premium Bond") constitutes premium on such Premium Bond. An initial purchaser of a Premium Bond must amortize any premium over such Premium Bond's term using constant yield principles, based on the purchaser's yield to maturity. As premium is amortized, the purchaser's basis in such Premium Bond is reduced by a corresponding amount resulting in an increase in the gain (or decrease in the loss) to be recognized for federal income tax purposes upon a sale or disposition of such Premium Bond prior to its maturity. Even though the purchaser's basis may be reduced, no federal income tax deduction is allowed.

Any 2007 Series C Bond originally offered at a price below the amount payable on such 2007 Series C Bond at maturity is known as a Discount Bond, the difference being hereinafter referred to as "Original Issue Discount." An owner of a Discount Bond shall accrue Original Issue Discount by using the economic accrual method, and such accruals shall be treated as (i) tax exempt interest received by the owner of such Discount Bond, and (ii) added to the owner's tax basis for purposes of determining gain or loss upon a sale of such Discount Bond. The amount representing Original Issue Discount that is treated as being received by an owner of a Discount Bond will be added to the owner's tax basis for purposes of determining gain or loss upon a sale of a Discount Bond.

Purchasers of Premium Bonds and Discount Bonds should consult with their tax advisors with respect to the determination and treatment of amortizable premium and discount for federal income tax purposes and with respect to the state and local tax consequences of owning a Premium Bond or a Discount Bond.

Backup Withholding. A bondowner may, under certain circumstances, be subject to “backup withholding” at the rate of 28% for tax years through 2010 and 31% for tax years 2011 and thereafter with respect to interest or original issue discount on the 2007 Series C Bonds. This withholding generally applies if the owner of an 2007 Series C Bond: (a) fails to furnish the Trustee or other payor with its taxpayer identification number; (b) furnishes the Trustee or other payor an incorrect taxpayer identification number; (c) fails to report properly interest, dividends or other “reportable payments” as defined in the Code; or (d) under certain circumstances, fails to provide the Trustee or other payor with a certified statement, signed under penalty of perjury, that the taxpayer identification number provided is its correct number and that the holder is not subject to backup withholding. Backup withholding will not apply, however, with respect to certain payments made to bondowners, including payments to certain exempt recipients (such as certain exempt organizations) and to certain Nonresidents (as defined below). Owners of the 2007 Series C Bonds should consult their tax advisors as to their qualification for exemption from backup withholding and the procedure for obtaining the exemption.

The amount of “reportable payments” for each calendar year and the amount of tax withheld, if any, with respect to payments on the 2007 Series C Bonds will be reported to the bondowners and to the Internal Revenue Service.

Changes in Federal Tax Law

From time to time, there are legislative proposals in the Congress that, if enacted, could alter or amend the federal tax matters referred to above or adversely affect the market value of the 2007 Series C Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to bonds issued prior to enactment. Purchasers of the 2007 Series C Bonds should consult their tax advisors regarding any pending or proposed federal legislation, regulatory initiatives or litigation. The opinions expressed by Bond Counsel are based upon existing legislation as of the date of issuance and delivery of the 2007 Series C Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending or proposed legislation, regulatory initiatives or litigation.

Illinois Taxes

Under the Act, in its present form, income from the 2007 Series C Bonds is exempt from all taxes of the State of Illinois or its political subdivisions, except for estate, transfer and inheritance taxes. The 2007 Series C Bonds and the income therefrom may be subject to taxation under the laws of states other than the State of Illinois. Purchasers of the 2007 Series C Bonds should consult their tax advisors with respect thereto. There are no assurances that the Act will not be amended in the future in a manner that affects the tax status of the 2007 Series C Bonds under Illinois law. The opinions expressed by Bond Counsel are based upon the Act in its present form (as of the date of issuance and delivery of the 2007 Series C Bonds), and Bond Counsel has expressed no opinion as of any date subsequent thereto.

State Tax Law Changes

From time to time, there are legislative proposals in the states that, if enacted, could alter or amend the state tax matters referred to above or adversely affect the market value of the 2007 Series C Bonds. It cannot be predicted whether or in what form any such proposal might be

enacted or whether, if enacted, it would apply to bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value or marketability of the 2007 Series C Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation will be resolved, or whether the market value or marketability of the 2007 Series C Bonds would be affected. An example of such litigation is the case of *Davis v. Kentucky Department of Revenue*, 197 S.W.3d 557 (2006), which the U.S. Supreme Court has agreed to hear pursuant to a writ of certiorari granted on May 21, 2007. This case challenges Kentucky income tax statutes which tax the interest on bonds issued by other states and their political subdivisions but exempt the interest on bonds issued by Kentucky and its political subdivisions from Kentucky income taxes. Prospective purchasers of the 2007 Series C Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation. Bond Counsel will express no opinion with respect to any such pending or proposed legislation, regulatory initiatives or litigation.

LEGAL MATTERS

The approving opinion of Ice Miller LLP, Chicago, Illinois, Bond Counsel, will be delivered with the 2007 Series C Bonds. Certain legal matters will be passed upon for the Authority by its General Counsel, and by its counsel, Mayer Brown LLP, Chicago, Illinois, and for the Underwriter by its counsel, Barnes & Thornburg LLP, Chicago, Illinois.

LITIGATION

The Authority is not engaged in and has not been threatened with any litigation of any nature which seeks to restrain or enjoin the issuance, sale, execution or delivery of the 2007 Series C Bonds or which in any way contests the validity of the 2007 Series C Bonds or any proceedings of the Authority taken with respect to their issuance, remarketing or sale or the pledge or application of any moneys or the security provided for the payment of the Bonds, including the 2007 Series C Bonds, or which contests the existence of the Authority.

The Authority is 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 2007 Series C Bonds, of the Authority.

LEGALITY FOR INVESTMENT

Under the Act, the 2007 Series 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, savings 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 2007 Series C Bonds and may also contain limitations which permit purchases of the 2007 Series C Bonds only with specified percentages of their assets.

RATINGS

The 2007 Series C Bonds are expected to receive long-term ratings of “AAA” from Standard & Poor’s Rating Services, a division of The McGraw-Hill Companies, Inc., and “Aaa” from Moody’s Investors Service, Inc. based upon the issuance of the Insurance Policy. Ratings assigned to the 2007 Series C Bonds reflect only the views of the respective rating agencies, and an explanation of the significance of such ratings may be obtained only from the respective rating agencies. There is no assurance that the ratings that have been assigned to the 2007 Series C Bonds will continue for any given period of time or that they will not be revised or withdrawn entirely by such rating agencies if, in the judgment of the rating agencies, circumstances so warrant. A downward revision or withdrawal of the ratings may have an adverse effect on the market price of the 2007 Series C Bonds.

UNDERWRITING

The 2007 Series C Bonds are being purchased by UBS Securities LLC (the “Underwriter”). The Underwriter will agree to purchase the 2007 Series C Bonds at the purchase price of \$9,462,094.85, which equals the par amount of the 2007 Series C Bonds, in the amount of \$9,605,000, less the Original Issue Discount in the amount of \$142,905.15. The obligation to make such purchases is subject to certain terms and conditions and the approval of certain legal matters by counsel. The Underwriter will receive a fee of \$98,411.84 for its services and expenses in connection with the issuance and delivery of the 2007 Series C Bonds. All such fees will be paid by the Authority. The Underwriter may offer and sell the 2007 Series C Bonds offered to the public to certain dealers (including dealers depositing the 2007 Series C Bonds into unit investment trusts, certain of which may be sponsored or managed by an Underwriter) and others at prices other than the public offering prices stated on the cover page hereof.

FINANCIAL STATEMENTS

The financial statements of the Authority as of and for the year ended June 30, 2007, included in Appendix A, have been audited by KPMG LLP, independent auditors, to the extent and for the period indicated in their report, which is also included in Appendix A.

FINANCIAL MANAGEMENT POLICY

The Authority’s management of funds under its control is governed by the Act and the Authority’s Financial Management Policy, as amended from time to time. The Act permits the Authority to invest its funds in any investments as may be lawful for fiduciaries in the State of Illinois, for Illinois or nationally chartered banks and savings banks and fiduciaries subject to the Employment Retirement Income Security Act of 1974.

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 be from securities defaults or erosion of market value.
- **Liquidity.** The investment portfolio shall remain sufficiently flexible to enable the Authority to meet all operating requirements which 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 United States 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.

In addition, the Policy establishes guidelines for the use and management of all interest rate risk management agreements including, but not limited to, interest rate swaps, swaptions, caps, collars and floors (collectively, "Risk Management Agreements") executed in connection with debt obligations.

For additional information regarding the Authority's investments as of June 30, 2007, see "AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED) – Note C – Cash and Investments" attached as Appendix A.

CONTINUING DISCLOSURE

In order to assist the Underwriter in complying with certain amendments to Rule 15c2-12 of the Securities and Exchange Commission, the Authority has agreed in the Series Supplemental Indenture for each respective series of 2007 Series C Bonds to provide to certain parties certain annual financial information and operating data and notices of certain material events. A summary of that portion of the Series Supplemental Indenture containing the Authority's undertaking in this regard is included as Appendix G to this Official Statement. This undertaking may be enforced by any beneficial or registered owner of 2007 Series C Bonds, but the Authority's failure to comply with this undertaking will not be a default under the Indenture.

In addition, pursuant to the Indenture, the Authority has agreed to file with the Trustee, within 120 days after the close of each Fiscal Year, a copy of its audited financial statements for the previous Fiscal Year, accompanied by the related report of its independent public accountants.

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 401 North Michigan Avenue, Suite 700, Chicago, Illinois 60611.

Any statements in this Official Statement involving matters of opinion, whether or not expressly so stated, are intended as such and not as representations of 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 2007 Series C Bonds. The execution and distribution of this Official Statement have been duly authorized by the Authority.

ILLINOIS HOUSING DEVELOPMENT
AUTHORITY

/s/DeShana L. Forney
Executive Director

APPENDIX A
AUTHORITY ANNUAL FINANCIAL STATEMENTS (AUDITED)
(AS OF JUNE 30, 2007)

[THIS PAGE INTENTIONALLY LEFT BLANK]

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

Financial Statements

June 30, 2007

(With Independent Auditors' Report Thereon)

[THIS PAGE INTENTIONALLY LEFT BLANK]

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

Table of Contents

	Page
Independent Auditors' Report	1
Management's Discussion and Analysis	3
Basic Financial Statements:	
Government-Wide Financial Statements:	
Statement of Net Assets	11
Statement of Activities	12
Fund Financial Statements:	
Balance Sheet – Governmental Funds	13
Statement of Revenues, Expenditures, and Changes in Fund Balances – Governmental Funds	14
Statement of Net Assets – Proprietary Funds	15
Statement of Revenues, Expenses, and Changes in Fund Net Assets – Proprietary Funds	16
Statement of Cash Flows – Proprietary Funds	17
Notes to Financial Statements	18
Supplementary Information	
Mortgage Loan Program Fund:	
Combining Schedule of Net Assets	51
Combining Schedule of Revenues, Expenses, and Changes in Fund Net Assets	52
Combining Schedule of Cash Flows	53
Single Family Program Fund:	
Combining Schedule of Net Assets	54
Combining Schedule of Revenues, Expenses, and Changes in Fund Net Assets	55
Combining Schedule of Cash Flows	56

[THIS PAGE INTENTIONALLY LEFT BLANK]



KPMG LLP
303 East Wacker Drive
Chicago, IL 60601-5212

Independent Auditors' Report

The Honorable William G. Holland, Auditor
General of the State of Illinois, and the Members of the
Illinois Housing Development Authority:

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 nonmajor governmental fund 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, 2007, which collectively comprise the Authority's basic financial statements as listed in the accompanying table of contents. These financial statements are the responsibility of the Authority's management. Our responsibility is to express opinions on these financial statements based on our audit.

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes consideration of internal control over financial reporting as a basis for designing 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 over financial reporting. Accordingly, we express no such opinion. An audit also includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements, assessing the accounting principles used and the significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audit provides a reasonable basis for our opinions.

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 nonmajor governmental fund of the Authority as of June 30, 2007, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in conformity with U.S. generally accepted accounting principles.

The management's discussion and analysis on pages 3 through 10 is not a required part of the basic financial statements but is supplementary information required by U.S. generally accepted accounting principles. We have applied certain limited procedures, which consisted principally of inquiries of management regarding the methods of measurement and presentation of the required supplementary information. However, we did not audit the information and express no opinion on it.

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the Authority's basic financial statements. The Combining Mortgage Loan Program Fund Schedules and the Combining Single Family Program Fund Schedules are presented for purposes of additional analysis and are not a required part of the basic financial statements. The Combining Mortgage Loan Program Fund Schedules and the Combining Single Family Program Fund Schedules have been subjected to the auditing procedures applied in the audit of the basic financial statements and, in our opinion, are fairly stated in all material respects in relation to the basic financial statements taken as a whole.

KPMG LLP

Chicago, Illinois
October 26, 2007

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

This section of the Illinois Housing Development Authority's (Authority) annual financial report presents management's discussion and analysis of the Authority's financial performance during the fiscal year that ended on June 30, 2007. Please read it in conjunction with the Authority's financial statements, which follow this section.

Financial Highlights

- Net assets of the Authority increased \$52.9 million, to \$510.9 million as of June 30, 2007, from an increase in the Authority's business-type (\$34.3 million) and governmental (\$18.6 million) activities.
- Operating income of the Authority's business-type activities increased \$18.2 million from the prior year due primarily to reversals of previous estimated losses on program loans receivables and the mortgage participation certificate program (\$16.0 million, consisting of fiscal year 2007 reversals of \$11.1 million compared to fiscal year 2006 provisions for estimated losses of \$4.9 million), increases in investment income (\$6.3 million), due mainly to higher investment yields, and increases in interest earned on program loans (\$5.6 million), from increased loans outstanding, partially offset by an increase in interest expense (\$5.4 million), from higher debt outstanding and higher other operating expenses (\$3.6 million). During fiscal year 2007, the Authority adopted a revised loan loss rating policy, the implementation of which resulted in a change of estimate of its allowances for estimated losses on program loans receivable.
- The Authority's debt outstanding of \$1,587.5 million as of June 30, 2007 was \$164.8 million above the amount outstanding as of June 30, 2006. Debt issuances for the year totaled \$504.8 million.
- Loan originations for the year totaled \$61.5 million and \$329.6 million in the Authority's governmental and business-type activities, respectively.

Overview of the Financial Statements

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 kinds 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 an accrual basis, consist of the statement of net assets and the statement of activities.
- The remaining statements are fund financial statements of the Authority's three governmental funds, for which activities are funded primarily from State appropriations and for which the Authority follows a modified accrual basis of accounting, and three proprietary funds, which operate similar to business activities and for which the Authority follows an accrual basis of accounting.
- The basic financial statements also include the notes to the financial statements that explain some of the information in the Authority-wide and fund financial statements and provide more detailed data.

The remainder of this overview section of 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.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

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 assets includes all of the Authority's assets and liabilities. 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 and not the Authority as a whole. The Authority has two kinds of funds:

- **Governmental funds** – The Authority has three governmental funds. The Authority is the administrator of these funds, the revenues of which are appropriated annually to the Illinois Department of Revenue for the purpose of making housing grants and loans. These fund statements focus on how cash and other financial assets flowing into the funds have been used. Revenues converted to long-term loans comprise a substantial portion of the funds' net assets.
- **Proprietary funds** – The Authority's primary activities are in its three enterprise funds, which activities are accounted for in a manner similar to businesses operating in the public sector. Funding has primarily arisen through the issuances of bonds, both tax-exempt and taxable, the proceeds of which are primarily used to make various types of loans to finance low and moderate-income housing. The net assets of these funds represent accumulated earnings since their inception and are generally restricted for program purposes.

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

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

Financial Analysis of the Authority as a Whole

Net Assets – The combined net assets of the Authority increased by \$52.9 million, or 11.6%, from the June 30, 2006 amount. The following table shows a summary of changes from prior year amounts.

Net Assets (In millions of dollars)								
	Governmental activities		Business-type activities		Total		Inc./(Dec.)	
	2007	2006	2007	2006	2007	2006	Amount	%
Current assets:								
Cash and investments – unrestricted	\$ 58.0	54.8	99.6	120.1	157.6	174.9	(17.3)	(9.9)
Program loans receivable	5.7	9.9	44.4	39.7	50.1	49.6	0.5	1.0
Other current assets	2.0	0.2	9.6	10.9	11.6	11.1	0.5	4.5
Total current assets	65.7	64.9	153.6	170.7	219.3	235.6	(16.3)	(6.9)
Investments – restricted	—	—	635.8	545.8	635.8	545.8	90.0	16.5
Net program loans receivable	413.0	353.5	1,322.2	1,200.6	1,735.2	1,554.1	181.1	11.7
Other assets	—	1.8	50.1	56.1	50.1	57.9	(7.8)	(13.5)
Total assets	478.7	420.2	2,161.7	1,973.2	2,640.4	2,393.4	247.0	10.3
Current liabilities:								
Due to State of Illinois	62.2	63.2	—	—	62.2	63.2	(1.0)	N/A
Bonds and notes payable	—	—	102.2	52.4	102.2	52.4	49.8	95.0
Deposits held in escrow	—	—	159.0	142.2	159.0	142.2	16.8	11.8
Other current liabilities	—	—	66.6	94.0	66.6	94.0	(27.4)	(29.1)
Total current liabilities	62.2	63.2	327.8	288.6	390.0	351.8	38.2	10.9
Due to State of Illinois	254.2	213.3	—	—	254.2	213.3	40.9	N/A
Bonds and notes payable	—	—	1,485.3	1,370.3	1,485.3	1,370.3	115.0	8.4
Total liabilities	316.4	276.5	1,813.1	1,658.9	2,129.5	1,935.4	194.1	10.0
Net assets:								
Invested in capital assets-net	—	—	0.2	0.4	0.2	0.4	(0.2)	(50.0)
Restricted	162.3	143.7	262.8	232.7	425.1	376.4	48.7	12.9
Unrestricted	—	—	85.6	81.2	85.6	81.2	4.4	5.4
Total net assets	\$ 162.3	143.7	348.6	314.3	510.9	458.0	52.9	11.6

Governmental Activities

Net assets of the Authority's governmental activities increased \$18.6 million, or 12.9%, to \$162.3 million from an increase in the HOME program, due to the conversion of grant revenues to program loans receivable. All equity of the Authority's other two governmental activities, the Affordable Housing Trust Fund (Housing Program) and the Rental Housing Support Program, are recorded as due to the State of Illinois and, as a result, no net assets for these activities are recorded on the Authority's financial statements.

Total program loans receivable (current and non-current), increased by \$55.3 million, or 15.2%, to \$418.7 million due mainly to continued strong demand in both the Housing Program and the HOME Program for

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

loans to support low and very low income housing. Cash and investments increased by \$3.2 million, or 5.8%, as the Authority was holding slightly higher amounts pending disbursement of funds for loans and grants to Housing Program recipients. State statute and federal regulations restrict the use of the Housing Program, the HOME program and the Rental Housing Support Program to program activities.

Due to the State of Illinois (current and non-current) increased \$39.9 million. This item reflects a liability for the State of Illinois' interest in the equity of the Housing Program as the Authority acts only as the administrator of the Housing Program and accounts for the interest in the equity to be that of the State of Illinois.

Business-type Activities

Net assets of the Authority's business-type activities increased \$34.3 million, to \$348.6 million from operating income of \$29.1 million and the annual transfer (\$5.2 million) from the Affordable Housing Trust Fund. Program loans receivable (current and non-current) increased \$126.3 million, or 10.2%, to \$1,366.6 million due primarily to increases in the Authority's Single Family Program (\$89.3 million) Fund and the Mortgage Loan Program Funds (\$32.0 million). The increase in program loans receivable in the Single Family Program was the third straight year-to-year increase following a three year period of decreases caused by declining interest rates, which resulted in loan principal payments and loan prepayments exceeding originations. Interest rate increases over the past three years have resulted in a slowing of the prepayment rate to the extent that program loans receivable are again increasing. In addition, the fiscal year 2007 increase in program loans receivable was favorably impacted by increased Authority marketing efforts and increased attractiveness of the Authority's mortgage products in a period of rising interest rates. The fiscal year 2007 increase in program loan receivables of the Mortgage Loan Program Funds was the first year-to-year increase in the funds since fiscal year 1995 as the Authority was able to originate new loans and re-finance a number of existing loans.

Cash and investments (current and non-current) increased \$69.5 million, or 10.4% due to an increase within the Single Family Program from higher bond origination activity and funds being held to purchase mortgage loans. Total bonds and notes payable (current and non-current) increased \$164.8 million, or 11.6%, primarily from a \$165.3 million increase in the Single Family Program, as demand for the Authority's mortgage products increased while prepayments of existing loans decreased, thus reducing redemption activity.

Other current liabilities decreased \$27.4 million due to a decline in funds held for future disbursement under the Authority's Mortgage Participation Certificate Program (risk sharing and Ambac) loans that are funded by participating investors, as most funds that were received towards the end of the prior year were disbursed.

Restricted net assets of the Authority's business-type activities increased \$30.1 million, or 12.9%. The increases in net assets within the Authority's bond funds were \$28.4 million, all of which are classified as restricted. The remaining restricted increases in net assets were from the FAF program, earnings of which are recorded in the Authority's Administrative Fund.

Statement of Activities

The statement of activities shows the sources of the Authority's changes in net assets as they arise through its various programs and functions. Three programs, the Illinois Affordable Housing Trust Fund, the HOME program and the Rental Housing Support Program are shown as governmental activities. 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),

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

federal assistance activities, which involve the allocation of various federal subsidy funds directly to certain of the Authority's borrowers, and the tax credit authorization and monitoring, and FAF lending programs, both of which activities are recorded in the Authority's Administrative Fund.

A condensed summary of changes in net assets for the fiscal year ended June 30, 2007 is shown in the following table.

Changes in Net Assets

(In millions of dollars)

	Governmental activities		Business-type activities		Total	
	2007	2006	2007	2006	2007	2006
Revenues:						
Program revenues:						
Charges for services	\$ 4.6	3.6	114.5	105.2	119.1	108.8
Operating/grant/federal revenues	51.2	46.8	153.9	154.6	205.1	201.4
General revenues:						
Investment income	—	—	3.9	2.0	3.9	2.0
Illinois Affordable Housing Trust Fund	—	—	—	—	—	—
Total revenues	<u>55.8</u>	<u>50.4</u>	<u>272.3</u>	<u>261.8</u>	<u>328.1</u>	<u>312.2</u>
Expenses:						
Direct	32.0	25.5	234.6	235.1	266.6	260.6
Administrative	—	—	8.6	15.8	8.6	15.8
Transfer of interest in equity of the Affordable Housing Trust Fund to the State of Illinois	—	280.0	—	—	—	280.0
Total expenses	<u>32.0</u>	<u>305.5</u>	<u>243.2</u>	<u>250.9</u>	<u>275.2</u>	<u>556.4</u>
Increase (decrease) in net assets before transfers	23.8	(255.1)	29.1	10.9	52.9	(244.2)
Transfers	<u>(5.2)</u>	<u>(5.2)</u>	<u>5.2</u>	<u>5.2</u>	<u>—</u>	<u>—</u>
Increase (decrease) in net asset	<u>18.6</u>	<u>(260.3)</u>	<u>34.3</u>	<u>16.1</u>	<u>52.9</u>	<u>(244.2)</u>

Governmental Activities

Revenues of the Authority's governmental activities increased by \$5.4 million from the prior year, mainly from initial revenues of \$7.1 million arising from the Rental Housing Support Program, \$7.0 million of which were passed through to grant recipients. Federal revenues of the HOME Program were \$2.2 million below the prior year, due mainly to lower loan disbursements.

Direct expenses of the Authority's governmental activities increased by \$6.5 million from the prior year, due to the initial expenses of the Rental Housing Support Program. During fiscal year 2006, the Authority recorded an expense of \$280.0 million for the transfer of interest in equity of the Housing Program to the State of Illinois. Based on statutory amendments to the Illinois Affordable Housing Act during fiscal year 2006 in relation to the Housing Program, the Authority concluded that it is only the administrator of the Housing Program, and recorded the above transfer of interest in equity. The transfer (\$5.2 million) from the governmental activities to the

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

Authority's business-type activities represents an annual transfer, pursuant to the Illinois Affordable Housing Act, from the Illinois Affordable Housing Trust Fund to the Multi-Family Mortgage Loan Programs.

Business-type Activities

Revenues of the Authority's business-type activities increased \$10.5 million from the prior year from increases in charges for services (\$9.3 million) and unrestricted investment income (\$1.9 million), partially offset by a decrease in federal revenues (\$0.7 million), most of which are funds passed through to the recipient. Charges for services consist primarily of interest income on program loans (\$72.8 million), program investment income (\$22.0 million), servicing fees (\$10.0 million), and other income (\$9.0 million). Program investment income is that income earned within the Authority's bond funds, the investments and the income of which is restricted to those funds.

Direct expenses of the Authority's business-type activities, which consist primarily of interest expense (\$80.9 million) on Authority debt incurred to fund its various lending programs and the pass-through of federal assistance programs' funds (\$152.4 million), decreased \$0.5 million from the prior year, due mainly to \$5.1 million of reversals of estimated losses on Multi-Family Mortgage Loan Program loans receivable in fiscal year 2007, compared to \$1.3 million of provisions in fiscal year 2006, partially offset by higher interest expense (\$5.4 million), due to higher debt outstanding, and higher other operating expenses (\$3.6 million). The direct expenses also include Administrative Fund allocations of expenses of Authority departments directly involved in the production or monitoring activities associated with the programs, as well as certain costs, both internally and externally incurred, associated with these programs. Administrative expenses, which are incurred within the Authority's Administrative Fund and which include all other administrative and supportive functions and all overhead expenses, were \$7.2 million below the prior year due mainly to a \$6.0 million decrease in the provision for losses on program loans receivable within the Authority's Administrative Funds, compared to a \$3.5 million increase in the prior year, partially offset by increased grant expenses (\$1.7 million) from an Administrative Fund grant given to a local housing entity.

The Authority's business-type activities also generated \$3.9 million of unrestricted investment income, which was used primarily to partially offset its administrative costs. Program revenues of the Multi-Family Mortgage Loan Programs exceeded direct expenses by \$27.7 million (See the Statement of Activities) and thus provided most of the Authority's increase in net assets. Direct revenues of the Single-Family Mortgage Loan Program exceeded program expenses by \$1.7 million, or \$1.1 million above the prior year, as the size of the program's loan portfolio program continued to increase, following a several year period of declining interest rates, which resulted in high loan pre-payment rates.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

Proprietary Fund Results

Net assets of the Authority's proprietary funds increased from the June 30, 2006 amount by \$34.3 million, to \$348.6 million. The following table summarizes the statement of revenues, expenses, and changes in fund net assets of the Authority's proprietary funds for the fiscal years ended June 30, 2007 and 2006.

Changes in Net Assets/Proprietary Funds

(In millions of dollars)

	Administrative Fund		Mortgage Loan Program Fund		Single Family Program Fund	
	2007	2006	2007	2006	2007	2006
Operating revenues:						
Interest earned on program loans	\$ 1.1	2.3	33.0	31.8	38.7	33.1
Investment income	3.9	2.0	10.4	8.4	11.6	9.2
Federal assistance programs	147.4	148.1	5.0	5.0	—	—
Service fees	10.0	9.8	—	—	—	—
Development fees	0.6	1.1	—	—	—	—
HUD savings	1.6	1.6	—	—	—	—
Other	3.8	5.6	5.2	3.8	—	—
Total operating revenues	168.4	170.5	53.6	49.0	50.3	42.3
Operating expenses:						
Interest expense	—	—	34.9	35.3	46.0	40.2
Federal assistance programs	147.4	148.1	5.0	5.0	—	—
Salaries and benefits	11.9	11.1	—	—	—	—
Professional fees	1.9	1.2	—	—	0.1	0.1
Other general and administrative	3.5	3.4	—	—	—	—
Financing costs	0.4	0.5	0.9	0.5	0.6	0.6
Program grant	1.7	—	—	—	—	—
Provision for estimated losses on program loans receivable and mortgage certification program	(6.0)	3.6	(5.1)	1.3	—	—
Total operating expenses	160.8	167.9	35.7	42.1	46.7	40.9
Operating income	7.6	2.6	17.9	6.9	3.6	1.4
Transfers in (out), net	(1.7)	3.8	5.2	(0.2)	1.7	1.6
Change in net assets	5.9	6.4	23.1	6.7	5.3	3.0
Net assets at beginning of year	107.4	101.0	158.4	151.7	48.5	45.5
Net assets at end of year	\$ 113.3	107.4	181.5	158.4	53.8	48.5

Net assets of the Administrative Fund increased \$5.9 million, compared to the prior year increase of \$6.4 million. Administrative Fund operating income was \$7.6 million, an increase of \$5.0 million from the prior year, and net operating transfers out were \$1.7 million compared to net transfers in of \$3.8 million in the prior year. The fiscal year 2007 increase in operating earnings was primarily from \$6.0 million of reversals of previous provisions for estimated losses on program loans receivable, compared to \$3.6 million of provisions in the prior fiscal year,

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Management's Discussion and Analysis

June 30, 2007

(Unaudited)

partially offset by an initial grant provision (\$1.7 million) to a local housing entity to provide a transitional job placement for public housing tenants seeking housing within the entity's mixed income developments being constructed. Operating transfers (out) of \$1.7 million were \$5.5 million below the prior year operating transfer (in) of \$3.8 million, as the prior year transfer included \$5.4 million of accumulated Lakeshore Plaza income to the Administrative Fund from the Multi-Family Housing Revenue Bonds Account, partially offset by \$1.7 million of net transfers to the Single Family Program Fund. The fiscal year 2007 transfer included only \$1.7 million of net transfers to the Single Family Program Fund.

Net assets of the Mortgage Loan Program Fund increased \$23.1 million, or \$16.4 million above the prior year's \$6.7 million increase. Operating income increased \$11.0 million primarily from \$6.4 million of decreased estimated losses on program loans receivable (\$5.1 million of reversals of estimated losses on program loans receivable, compared to \$1.3 million of provisions made in the prior year), increased income from Lakeshore Plaza (\$1.4 million), higher investment income (\$2.0 million), and increased interest earned on program loans (\$1.1 million), combined with lower interest expense (\$0.4 million), due to lower costs of re-financed bonds. Net transfers were \$5.2 million, or \$5.4 million above the prior year, as the prior year included a transfer of Lakeshore Plaza accumulated income to the Administrative Fund, as noted above, nearly offset by the annual transfer (\$5.2 million) from the Affordable Housing Trust Fund. The current year transfer included only the amount from the Affordable Housing Trust Fund.

Net assets of the Single Family Program Fund increased \$5.3 million, or \$2.3 million above the prior year increase. The fiscal year 2007 operating transfers were \$1.7 million, compared to \$1.6 million the prior year, and in both years were used primarily to fund bond issuance costs. Operating income of \$3.6 million was \$2.2 million above the prior year as investment income increased \$2.4 million, due to increased interest rates. Interest earned on program loans increased \$5.6 million, due to increases in the loan portfolio, but this was offset by \$5.8 million of increases in interest expense, due to higher bonds outstanding. During fiscal year 2007, operating results continued to increase as mortgage interest rates rose, loan prepayments decelerated, and the Authority's mortgage portfolio grew from the prior year-end amounts.

Authority Debt

Authority debt issuances during fiscal year 2007 totaled \$504.8 million, with activity arising from the Single Family Program (\$365.9 million), the Mortgage Loan Program Fund (\$137.2 million) and the Administrative Fund (\$1.7 million). Debt retirements within the Single Family and Mortgage Loan Program Funds were \$200.6 million and \$139.3 million, respectively. Total bonds and notes payable increased \$164.8 million as the debt within the Authority's Single Family Program grew by \$165.3 million, from program expansion. For additional information, see note F, Bonds and Notes Payable in the Notes to Financial Statements.

During fiscal year 2007, the Authority's Issuer Credit Ratings remained at A+/A1/A+ by Fitch Ratings, Moody's Investors Service and Standard & Poor's Ratings Services respectively.

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, 401 North Michigan Ave, Suite 700, Chicago, IL 60611 or visit our website at: www.ihda.org.

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

Statement of Net Assets

June 30, 2007

	<u>Governmental activities</u>	<u>Business-type activities</u>	<u>Total</u>
Assets:			
Current assets:			
Cash and cash equivalents	\$ 1,006,932	17,045,729	18,052,661
Funds held by State Treasurer	411,809	—	411,809
Investments	56,600,274	82,533,986	139,134,260
Investment income receivable	—	419,252	419,252
Investment income receivable – restricted	—	3,638,910	3,638,910
Program loans receivable	5,720,000	44,446,000	50,166,000
Grant receivable	1,736,700	—	1,736,700
Interest receivable on program loans	249,413	5,588,316	5,837,729
Internal balances	36,733	(36,733)	—
Total current assets	<u>65,761,861</u>	<u>153,635,460</u>	<u>219,397,321</u>
Noncurrent assets:			
Investments – restricted	—	635,752,493	635,752,493
Program loans receivable, net of current portion	427,418,078	1,336,854,908	1,764,272,986
Less allowance for estimated losses	(14,465,000)	(14,700,000)	(29,165,000)
Net program loans receivable	412,953,078	1,322,154,908	1,735,107,986
Unamortized bond issuance costs	—	15,968,541	15,968,541
Real estate held for sale, net	—	30,221,100	30,221,100
Capital assets, net	—	203,532	203,532
Other	—	3,711,466	3,711,466
Total noncurrent assets	<u>412,953,078</u>	<u>2,008,012,040</u>	<u>2,420,965,118</u>
Total assets	<u>478,714,939</u>	<u>2,161,647,500</u>	<u>2,640,362,439</u>
Liabilities:			
Current liabilities:			
Due to State of Illinois	62,155,136	—	62,155,136
Bonds and notes payable	—	102,205,000	102,205,000
Accrued interest payable	—	29,343,045	29,343,045
Deposits held in escrow	—	158,952,248	158,952,248
Amounts held on behalf of others	—	8,555,942	8,555,942
Accrued liabilities and other	—	28,708,850	28,708,850
Total current liabilities	<u>62,155,136</u>	<u>327,765,085</u>	<u>389,920,221</u>
Noncurrent liabilities:			
Due to State of Illinois	254,227,962	—	254,227,962
Bonds and notes payable, net of current portion	—	1,485,315,899	1,485,315,899
Total noncurrent liabilities	<u>254,227,962</u>	<u>1,485,315,899</u>	<u>1,739,543,861</u>
Total liabilities	<u>316,383,098</u>	<u>1,813,080,984</u>	<u>2,129,464,082</u>
Net assets:			
Invested in capital assets	—	203,532	203,532
Restricted for bond resolution purposes	—	235,321,206	235,321,206
Restricted for loan and grant programs	162,331,841	27,481,965	189,813,806
Unrestricted	—	85,559,813	85,559,813
Total net assets	<u>\$ 162,331,841</u>	<u>348,566,516</u>	<u>510,898,357</u>

See accompanying notes to financial statements.

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

Statement of Activities
Year ended June 30, 2007

Functions/programs	Expenses	Program revenues		Net (expenses) revenues and changes in net assets		
		Charges for services and interest income	Operating grant/federal revenues	Governmental activities	Business-type activities	Total
Governmental activities:						
Illinois Affordable Housing Trust Fund	\$ 12,945,393	3,087,499	15,057,894	5,200,000	—	5,200,000
HOME Program	11,923,858	1,539,097	29,019,515	18,634,754	—	18,634,754
Rental Housing Support Program	7,149,305	—	7,149,305	—	—	—
Total governmental activities	32,018,556	4,626,596	51,226,714	23,834,754	—	23,834,754
Business-type activities:						
Administrative	8,594,761	142,055	—	—	(8,452,706)	(8,452,706)
Multi-Family Mortgage Loan Programs	32,801,222	60,507,101	—	—	27,705,879	27,705,879
Multi-Family Federal Assistance Programs	152,420,411	—	152,420,411	—	—	—
Single-Family Mortgage Loan Programs	48,843,511	50,545,708	—	—	1,702,197	1,702,197
Tax Credit Authorization and Monitoring	542,222	3,080,413	—	—	2,538,191	2,538,191
FAF Lending Program	—	186,929	1,456,867	—	1,643,796	1,643,796
Total business-type activities	243,202,127	114,462,206	153,877,278	—	25,137,357	25,137,357
Total Authority	\$ 275,220,683	119,088,802	205,103,992	23,834,754	25,137,357	48,972,111
General revenues:						
Unrestricted investment income				—	3,945,527	3,945,527
Transfers				(5,200,000)	5,200,000	—
Total general revenues and transfers				(5,200,000)	9,145,527	3,945,527
Change in net assets				18,634,754	34,282,884	52,917,638
Net assets at beginning of year				143,697,087	314,283,632	457,980,719
Net assets at end of year				\$ 162,331,841	348,566,516	510,898,357

See accompanying notes to financial statements.

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

Governmental Funds

Balance Sheet

June 30, 2007

Assets	Illinois Affordable Housing Trust Fund	HOME Program Fund	Nonmajor Governmental Fund	Total
Current assets:				
Cash	\$ 1,006,932	—	—	1,006,932
Funds held by State Treasurer	—	411,809	—	411,809
Investments	56,600,274	—	—	56,600,274
Program loans receivable	4,405,000	1,315,000	—	5,720,000
Grant receivable	1,209,793	461,492	65,415	1,736,700
Interest receivable on program loans	142,930	106,483	—	249,413
Due from other funds	—	1,781,356	—	1,781,356
Total current assets	<u>63,364,929</u>	<u>4,076,140</u>	<u>65,415</u>	<u>67,506,484</u>
Noncurrent assets:				
Program loans receivable, net of current portion	266,752,962	160,665,116	—	427,418,078
Less allowance for estimated losses	<u>(12,525,000)</u>	<u>(1,940,000)</u>	<u>—</u>	<u>(14,465,000)</u>
Net program loans receivable	<u>254,227,962</u>	<u>158,725,116</u>	<u>—</u>	<u>412,953,078</u>
Total noncurrent assets	<u>254,227,962</u>	<u>158,725,116</u>	<u>—</u>	<u>412,953,078</u>
Total assets	<u>\$ 317,592,891</u>	<u>162,801,256</u>	<u>65,415</u>	<u>480,459,562</u>
Liabilities and Fund Balances				
Current liabilities:				
Deferred revenue	\$ —	106,483	—	106,483
Due to other funds	1,209,793	469,415	65,415	1,744,623
Due to State of Illinois	<u>62,155,136</u>	<u>—</u>	<u>—</u>	<u>62,155,136</u>
Total current liabilities	<u>63,364,929</u>	<u>575,898</u>	<u>65,415</u>	<u>64,006,242</u>
Noncurrent liabilities:				
Due to State of Illinois	<u>254,227,962</u>	<u>—</u>	<u>—</u>	<u>254,227,962</u>
Total liabilities	<u>317,592,891</u>	<u>575,898</u>	<u>65,415</u>	<u>318,234,204</u>
Fund balances:				
Reserved for loans receivable	—	158,725,116	—	158,725,116
Unreserved	<u>—</u>	<u>3,500,242</u>	<u>—</u>	<u>3,500,242</u>
Total fund balances	<u>—</u>	<u>162,225,358</u>	<u>—</u>	<u>162,225,358</u>
Total liabilities and fund balances	<u>\$ 317,592,891</u>	<u>162,801,256</u>	<u>65,415</u>	
Amounts reported for governmental activities in the statement of net assets are different due to interest receivable on program loans				<u>106,483</u>
Net assets of governmental activities				<u>162,331,841</u>

See accompanying notes to financial statements.

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

Governmental Funds

Statement of Revenues, Expenditures, and Changes in Fund Balances

Year ended June 30, 2007

	Illinois Affordable Housing Trust Fund	HOME Program Fund	Nonmajor Governmental Fund	Total
Revenues:				
Grant from State of Illinois	\$ 15,057,894	—	7,149,305	22,207,199
Federal HOME funds	—	29,019,515	—	29,019,515
Interest and investment income	3,087,499	1,514,804	—	4,602,303
Total revenues	<u>18,145,393</u>	<u>30,534,319</u>	<u>7,149,305</u>	<u>55,829,017</u>
Expenditures:				
Grants	7,347,894	11,406,611	7,000,000	25,754,505
General and administrative	2,510,000	1,627,247	149,305	4,286,552
Program income transferred to State of Illinois	3,087,499	—	—	3,087,499
Reversal of estimated losses on program loans receivable	—	(1,110,000)	—	(1,110,000)
Total expenditures	<u>12,945,393</u>	<u>11,923,858</u>	<u>7,149,305</u>	<u>32,018,556</u>
Excess of revenues over expenditures	5,200,000	18,610,461	—	23,810,461
Other financing uses:				
Transfer out	(5,200,000)	—	—	(5,200,000)
Net change in fund balances	—	18,610,461	—	18,610,461
Fund balances at beginning of year	—	143,614,897	—	
Fund balances at end of year	<u>\$ —</u>	<u>162,225,358</u>	<u>—</u>	
Amounts reported for governmental activities in the statement of activities are different due to interest on program loans receivable				<u>24,293</u>
Change in net assets of governmental activities				<u>18,634,754</u>

See accompanying notes to financial statements.

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

Proprietary Funds
Statement of Net Assets
June 30, 2007

	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Assets:				
Current assets:				
Cash and cash equivalents	\$ 9,950,447	2,003,253	5,092,029	17,045,729
Investments	82,533,986	—	—	82,533,986
Investment income receivable	419,252	—	—	419,252
Investment income receivable - restricted	733,869	914,629	1,990,412	3,638,910
Program loans receivable	4,224,000	23,387,000	16,835,000	44,446,000
Interest receivable on program loans	169,857	1,581,296	3,837,163	5,588,316
Due from other funds	4,005,868	14,370,459	—	18,376,327
Total current assets	<u>102,037,279</u>	<u>42,256,637</u>	<u>27,754,604</u>	<u>172,048,520</u>
Noncurrent assets:				
Investments – restricted	179,774,102	206,074,850	249,903,541	635,752,493
Program loans receivable, net of current portion	35,903,078	545,341,366	755,610,464	1,336,854,908
Less allowance for estimated losses	(4,400,000)	(10,300,000)	—	(14,700,000)
Net program loans receivable	31,503,078	535,041,366	755,610,464	1,322,154,908
Unamortized bond issuance costs	—	6,998,811	8,969,730	15,968,541
Real estate held for sale, net	—	29,425,536	795,564	30,221,100
Capital assets, net	203,532	—	—	203,532
Other	3,703,833	7,633	—	3,711,466
Total noncurrent assets	<u>215,184,545</u>	<u>777,548,196</u>	<u>1,015,279,299</u>	<u>2,008,012,040</u>
Total assets	<u>317,221,824</u>	<u>819,804,833</u>	<u>1,043,033,903</u>	<u>2,180,060,560</u>
Liabilities:				
Current liabilities:				
Bonds and notes payable	—	20,620,000	81,585,000	102,205,000
Accrued interest payable	11,199	11,388,289	17,943,557	29,343,045
Deposits held in escrow	158,952,248	—	—	158,952,248
Amounts held on behalf of others	8,555,942	—	—	8,555,942
Accrued liabilities and other	18,638,643	8,267,361	1,802,846	28,708,850
Due to other funds	16,151,815	1,910,217	351,028	18,413,060
Total current liabilities	<u>202,309,847</u>	<u>42,185,867</u>	<u>101,682,431</u>	<u>346,178,145</u>
Noncurrent liabilities:				
Bonds and notes payable, net of current portion	<u>1,666,667</u>	<u>596,104,183</u>	<u>887,545,049</u>	<u>1,485,315,899</u>
Total liabilities	<u>203,976,514</u>	<u>638,290,050</u>	<u>989,227,480</u>	<u>1,831,494,044</u>
Net assets:				
Invested in capital assets	203,532	—	—	203,532
Restricted for bond resolution purposes	—	181,514,783	53,806,423	235,321,206
Restricted for loan and grant programs	27,481,965	—	—	27,481,965
Unrestricted	85,559,813	—	—	85,559,813
Total net assets	<u>\$ 113,245,310</u>	<u>181,514,783</u>	<u>53,806,423</u>	<u>348,566,516</u>

See accompanying notes to financial statements.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Proprietary Funds

Statement of Revenues, Expenses, and Changes in Fund Net Assets

Year ended June 30, 2007

	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Operating revenues:				
Interest and other investment income	\$ 3,691,003	11,062,874	11,698,781	26,452,658
Net increase (decrease) in fair value of investments	254,524	(676,563)	(139,111)	(561,150)
Total investment income	3,945,527	10,386,311	11,559,670	25,891,508
Interest earned on program loans	1,151,657	32,931,081	38,691,113	72,773,851
Federal assistance programs	147,397,197	5,023,214	—	152,420,411
Service fees	9,960,474	—	—	9,960,474
Development fees	575,941	—	—	575,941
HUD savings	1,643,796	—	—	1,643,796
Other	3,764,240	5,254,790	—	9,019,030
Total operating revenues	168,438,832	53,595,396	50,250,783	272,285,011
Operating expenses:				
Interest expense	11,199	34,904,270	45,979,394	80,894,863
Federal assistance programs	147,397,197	5,023,214	—	152,420,411
Salaries and benefits	11,958,570	—	—	11,958,570
Professional fees	1,895,699	21,000	46,500	1,963,199
Other general and administrative	3,503,945	—	—	3,503,945
Financing costs	413,690	872,848	655,934	1,942,472
Program grant	1,666,667	—	—	1,666,667
Reversal of estimated losses on mortgage participation certificate program	(1,238,000)	—	—	(1,238,000)
Reversal of estimated losses on program loans receivable	(4,760,000)	(5,150,000)	—	(9,910,000)
Total operating expenses	160,848,967	35,671,332	46,681,828	243,202,127
Operating income	7,589,865	17,924,064	3,568,955	29,082,884
Transfers in	650,137	5,200,000	2,392,874	8,243,011
Transfers out	(2,392,874)	—	(650,137)	(3,043,011)
Total transfers	(1,742,737)	5,200,000	1,742,737	5,200,000
Change in net assets	5,847,128	23,124,064	5,311,692	34,282,884
Net assets at beginning of year	107,398,182	158,390,719	48,494,731	314,283,632
Net assets at end of year	\$ 113,245,310	181,514,783	53,806,423	348,566,516

See accompanying notes to financial statements.

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

Proprietary Funds

Statement of Cash Flows

Year ended June 30, 2007

	Administrative Fund	Mortgage Loan Program Fund	Single Family Program Fund	Total
Cash flows from operating activities:				
Receipts for program loans, interest and service fees	\$ 38,318,224	177,263,851	104,026,128	319,608,203
Payments for program loans	(128,916)	(165,277,092)	(154,601,294)	(320,007,302)
Receipts for federal assistance programs	147,397,197	5,023,214	—	152,420,411
Payments for federal assistance programs	(147,397,197)	(5,023,214)	—	(152,420,411)
Payment for program grant	(1,666,667)	—	—	(1,666,667)
Payments to suppliers	(4,431,220)	(6,987,873)	(471,916)	(11,891,009)
Payments to employees	(12,009,342)	—	—	(12,009,342)
Interest received on investments	3,846,027	10,891,717	11,078,631	25,816,375
Payments for amounts held on behalf of others	(31,868,031)	(3,088,169)	—	(34,956,200)
Other receipts	5,812,413	5,295,456	—	11,107,869
Net cash provided by (used in) operating activities	(2,127,512)	18,097,890	(39,968,451)	(23,998,073)
Cash flows from noncapital financing activities:				
Proceeds from sale of revenue bonds and notes	1,666,667	137,219,148	365,925,835	504,811,650
Principal paid on revenue bonds and notes	—	(139,335,076)	(200,628,609)	(339,963,685)
Interest paid on revenue bonds and notes	—	(33,114,657)	(44,644,093)	(77,758,750)
Due to other funds	1,966,396	506,954	(1,933,599)	539,751
Due from other funds	809,943	(191,077)	—	618,866
Transfers in	650,137	5,200,000	2,392,874	8,243,011
Transfers out	(2,392,874)	—	(650,137)	(3,043,011)
Net cash provided by (used in) noncapital financing activities	2,700,269	(29,714,708)	120,462,271	93,447,832
Cash flows from investing activities:				
Purchase of investment securities	(735,719,657)	(1,039,243,846)	(785,343,614)	(2,560,307,117)
Proceeds from sales and maturities of investment securities	704,629,019	1,051,337,223	705,790,981	2,461,757,223
Net cash provided by (used in) investing activities	(31,090,638)	12,093,377	(79,552,633)	(98,549,894)
Net increase (decrease) in cash and cash equivalents	(30,517,881)	476,559	941,187	(29,100,135)
Cash and cash equivalents at beginning of year	40,468,328	1,526,694	4,150,842	46,145,864
Cash and cash equivalents at end of year	\$ 9,950,447	2,003,253	5,092,029	17,045,729
Reconciliation of operating income to net cash provided by (used in) operating activities:				
Operating income	\$ 7,589,865	17,924,064	3,568,955	29,082,884
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:				
Interest expense	11,199	34,904,272	45,979,394	80,894,865
Depreciation and amortization	158,268	800,000	—	958,268
Reversal of estimated losses on program loan receivable	(4,760,000)	(5,150,000)	—	(9,910,000)
Changes in assets and liabilities:				
Investment income receivable	(99,500)	505,409	(481,039)	(75,130)
Program loans receivable	857,516	(27,482,790)	(88,897,405)	(115,522,679)
Interest receivable on program loans	104,662	451,951	(368,874)	187,739
Other liabilities	23,741,404	(798,569)	230,518	23,173,353
Other assets	2,137,105	31,722	—	2,168,827
Held on behalf of others	(31,868,031)	(3,088,169)	—	(34,956,200)
Total adjustments	(9,717,377)	173,826	(43,537,406)	(53,080,957)
Net cash provided by (used in) operating activities	\$ (2,127,512)	18,097,890	(39,968,451)	(23,998,073)

See accompanying notes to financial statements.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Note A—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, 2007, as shown on the Authority's financial statements consist of both general and special limited obligations of the Authority (see note F). 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 to have up to \$3,600,000,000 of general and special limited obligation bonds and notes outstanding, excluding those issued to refund outstanding bonds and notes. At June 30, 2007, amounts outstanding against this limitation were approximately \$1,990,000,000.

Note B—Summary of Significant Accounting Policies

The following summarizes the significant accounting policies of the Authority:

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 no component units.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Basis of Presentation

Government-Wide Statements – The government-wide statement of net assets and statement of activities report the overall financial activity of the Authority. Eliminations have been made to minimize the double-accounting 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 a comparison between direct expenses and program revenues for the different business-type activities of the Authority and for each function of the Authority's governmental activities. 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, including all taxes, 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 governmental and proprietary (enterprise) funds, each displayed in a separate column. Proprietary fund operating revenues, such as charges for services, result from exchange transactions associated with the principal activity of the fund including interest income, service fees, and development fees. Exchange transactions are those in which each party receives and gives up essentially equal values.

The Authority reports the following major governmental funds:

Illinois Affordable Housing Trust Fund

The Authority is designated administrator of the Illinois Affordable Housing Program (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.

HOME Program Fund

The Authority is designated program administrator for the HOME Investment Partnerships Program (HOME Program) for the State, the funds of which are appropriated to the Department of Revenue

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

by the General Assembly. Under this program, the Authority seeks applicants and approves funding commitments for federal affordable housing funds made available under the HOME Program provisions of the 1990 National Affordable Housing Act.

Other Nonmajor Governmental Fund

In addition to the above major governmental funds, as a result of the July 2005 enactment of the Rental Housing Support Program Act, the Authority administers the Rental Housing Support Program and 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. 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 Program's fiscal year 2007 activities, as administered by the Authority, consists of the pass-through of grants to one municipality and are included in the Authority's financial statements as a nonmajor governmental fund.

The Authority reports the following major proprietary funds:

Administrative Fund

Development fee and financing fee 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 E), and its lending program in conjunction with a debt service savings sharing agreement (the FAF Savings Program) with the United States Department of Housing and Urban Development (HUD) (see note K).

The Administrative Fund net assets that are classified as restricted by contractual agreement for loan and grant programs consist of the FAF Savings Program and income from insurance proceeds that was required to be disbursed as a loan to Lake Grove Village (ML-248).

Mortgage Loan Program Fund

The Mortgage Loan Program Fund accounts for the financing of low and moderate income housing developments from the proceeds of Multi-Family Housing Bonds, Multi-Family Program Bonds, Multi-Family Variable Rate Demand Bonds, Multi-Family Housing Revenue Bonds, Housing Bonds, Housing Finance Bonds, Multifamily Housing Revenue Bonds (Marywood), Multifamily Bonds (Turnberry) 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 Trust Fund Bond accounts include a transfer of funds from the Illinois Affordable Housing Trust Fund.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Single Family Program Fund

The Single Family Program Fund accounts for the proceeds of Homeowner and Residential 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.

The use of tax exempt financing to provide eligible borrowers with below market-rate mortgage loans involves federal restrictions on expenses chargeable to the program. Any expenses incurred in the program in excess of such maximum amounts are absorbed by the Administrative Fund.

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 are recorded when earned and expenses are recorded at the time liabilities are incurred, 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 considered to be 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 individual governmental funds and proprietary funds are reported as separate columns in the fund financial statements.

The Authority applies all GASB pronouncements for the Authority's proprietary funds, as well as the following pronouncements issued on or before November 30, 1989, unless those pronouncements conflict with or contradict GASB pronouncements: Statements and Interpretations of the Financial Accounting Standards Board, Accounting Principles Board Opinions, and Accounting Research Bulletins of the Committee on Accounting Procedure.

Fund Equity

In the fund financial statements, governmental funds report reservations of fund balance for amounts that are not available for appropriation or are legally restricted by outside parties for use for a specific purpose. Designations of fund balance 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 expenditures.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

The designations of the Authority's Administrative Fund unrestricted net assets as of June 30, 2007 are as follows:

Housing Partnership Program	\$ 5,000,000
To pay expenses for programs under commitment or contract	2,000,000
To pay possible losses arising in the Multi-Family Bond Fund	
Program attributable, but not limited to, delinquencies or defaults on	
uninsured or unsubsidized loans	13,000,000
Provide funds to purchase single family mortgage loans which will	
eventually be purchased with proceeds from future issuances of	
Authority bonds	35,000,000
Provide funds and reserves to support the Mortgage Participation	
Certificate Program	30,000,000
	<u>\$ 85,000,000</u>

The designations of the Administrative Fund unrestricted net assets may be amended or rescinded by the Members of the Authority.

Net Assets

In the government-wide and proprietary fund financial statements, equity is displayed in three components as follows:

Invested in Capital Assets – This consists of capital assets, net of accumulated depreciation.

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

The use of assets of each of the 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 assets. Federal regulations restrict the use of the HOME Program. Accordingly, fund balances of the HOME Program are reserved for loans not due within one year, and assets of the Affordable Housing Trust Fund are due to the State. All net assets of the governmental activities column of the Authority-wide financial statements are restricted with respect to the use of cash investments and loan amounts that are to be repaid to the Authority. (See note E for schedules of aging for the loans made under these programs. In addition, see the governmental funds – balance sheet, fund balance).

Unrestricted – This consists of net assets that do not meet the definition of "restricted" or "invested in capital assets, net of related debt."

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Use of Estimates

The preparation of financial statements in conformity with U.S. generally accepted accounting principles 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.

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 balance sheet and the statements of net assets.

The allowances for estimated losses 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.

Cash and Cash Equivalents

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

Investments

Investments of the Authority, which are generally held to maturity, are reported at fair value, with the exceptions of nonparticipating investment contracts (demand repurchase agreements), which are reported at cost. Fair value is determined by reference to public market prices and quotations from a securities pricing service.

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 which meet defined standards. The type of collateral instruments that secure the demand repurchase agreements held by the Authority is subject to the same restrictions described above. Generally, collateral instruments are held by third party institutions.

Program Loans Receivable

Program loans receivable include mortgage loans receivable, advances receivable, and residual income loans receivable. Mortgage loans receivable include initial development fees and certain amounts of interest and service 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

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

events as specified in the related loan or advance agreements. All loans are reported at undiscounted face value.

Capital Assets

Capital assets of the Authority consist of investments in furniture, fixtures, and equipment; computer hardware; and computer software and are defined by the Authority as assets with an initial, individual cost of \$5,000 or more. Depreciation or amortization is on a straight-line basis over a period of five to ten years, depending upon the nature of the asset. Depreciation and amortization expenses for fiscal year 2007 were approximately \$214,000.

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 mortgage loans. Real estate held for sale in connection with the Single Family Program Fund 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 substantially all such loans are covered by pool insurance, based on the Authority's past experience, it is anticipated that the Authority will recover substantially all of the unpaid principal balances of the loans through proceeds arising from the sale of such property and certain insurance proceeds.

The real estate held for sale of the Mortgage Loan Program Fund is reported at the lower of amortized cost or fair market value. The determination of fair market value is based upon periodic valuations that consider changes in market condition, development and disposition costs, and estimated holding period. Net operating income of real estate held for sale is recorded as other income and is applied primarily toward the Authority's debt service obligations of the bonds issued to refinance the development.

Real estate held for sale of the Mortgage Loan Program Fund represents the net carrying value of Lakeshore Plaza (ML-181), which the Authority acquired by deed in lieu of foreclosure on April 27, 1990. The Authority records depreciation against ML-181 on a straight-line basis over forty years, as past market conditions did not allow for a sale of the property. At June 30, 2007, the net carrying value of ML-181 was \$29,425,536 and accumulated depreciation was \$11,011,000. The Authority will continue to own and operate ML-181 until the sale or other disposition of the development occurs.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Bond Discount, Issuance Costs and Deferred Amounts on Refunding

Discount on bonds is deferred and amortized using a method approximating the effective interest method. Debt issuance costs are deferred in the corresponding bond accounts and amortized over the life of the related bonds using a method approximating the effective interest method. When these costs exceed the designated amounts per the bond agreements, the excess bond issuance costs are expensed to the Administrative Fund. Deferred amounts on refunding are amortized over the shorter of the life of the old or new debt as a component of interest expense.

Operations

Development fee and financing fee income are deferred and amortized over the contractual life of the loan as a yield adjustment using a method approximating the effective interest method. Such amortized fees are recognized as interest income. Fees earned on loans, which the Authority does not directly originate, such as loans financed through Other Financings (see note F), are recognized as income in the Administrative Fund generally at the time of initial closing.

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 recorded as income in the Administrative Fund through interfund accounts.

Operating expenses include 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 charged to expense as incurred, except those directly related to loan or program originations, which are deferred, netted against fee income for loans originated, and amortized over the contractual life of the related loan or program.

A portion of the Authority's operating expenses of administering the Illinois Affordable Housing Trust Fund, the HOME Program and the Rental Housing Support Program is absorbed by these programs. Similarly, related resolutions of various bonds issued allow for the bond accounts to absorb a certain level of operating expenses. Expenses in excess of the allowable ceilings set forth in the resolutions are charged to the Administrative Fund.

Direct expenses as shown in the statement of activities include allocations of Administrative Fund expenses of Authority departments directly involved in the production or monitoring activities associated with the programs, as well as certain costs, both internally and externally incurred, associated with these programs. Administrative costs include certain administrative and supportive functions and all overhead expenses.

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, within a maximum time limit, for one half of accumulated sick leave earned. At June 30, 2007, unused compensated absences, which

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

are included in other liabilities, were \$484,364. The Authority has no other post-employment benefits.

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 loan portfolio and provides additional amounts, if it deems necessary, for estimated losses for individual loans in the funds. In making such 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.

New Accounting Pronouncements

The Governmental Accounting Standards Board has issued Statement No. 48, *Sales and Pledges of Receivables and Future Revenues and Intra-Entity Transfers of Assets and Future Revenues*. The requirements of this Statement are effective for financial statements for periods beginning after December 15, 2006. The Authority has not determined the impact, if any, this Statement would have on its financial statements.

Note C—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 be 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 which 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 United States 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.

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.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

As of June 30, 2007, the Authority had the following investments:

Investment	Carrying amount	Investment maturities (in years)			
		Less than 1	1-5	6-10	More than 10
Demand repurchase agreements	\$ 180,890,183	98,559,350	—	1,955,238	80,375,595
United States agency obligations	530,256,089	494,332,777	31,090,653	2,313,772	2,518,887
United States Government obligations	—	43,680,358	5,923,438	2,838,788	9,025,136
Municipal obligations and other	2,272,761	287,753	626,584	660,590	697,834
	<u>\$ 713,419,033</u>	<u>636,860,238</u>	<u>37,640,675</u>	<u>7,768,388</u>	<u>92,617,452</u>

Demand repurchase agreements are collateralized by obligations of the United States Government or its agencies, or direct investments of such obligations and have one-day demand of funds provisions exercisable at the Authority's option. The market value of securities subject to such agreements must be maintained at least equal to 100% of the principal of and accrued interest on the invested funds by marking to market at least weekly and using an immediate under value cure provision.

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 United States Government, agencies and instrumentalities of the United States 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, except for a portion of funds for the HOME program.

The Authority's investments in United States Agency Obligations and municipal obligations are all rated Aaa by Moody's and/or AAA by Standard & Poors.

The counterparties to the demand repurchase agreements are institutions whose unsecured debt securities are rated at least equal to the ratings on the Authority's debt, or in the case of short-term program fund investments, the highest short-term rating category. The counterparties, carrying amount of the repurchase agreements, and ratings as of June 30, 2007 are listed below.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Counterparty	Rating (Outlook) S&P / Moody's	Carrying amount
Bayerische Landesbank	A (Stable) / Aa2	\$ 12,136,410
Morgan Guaranty Trust	AA- (Stable) / Aa2	21,646,098
Depfa Bank	AA- (Negative) / Aa3	98,559,349
Morgan Stanley & Co. Inc.	AA- (Stable) / Aa3	4,326,459
HSBC Bank	AA (Positive) / Aa2	4,051,487
Société Générale	AA (Stable) / Aa2	3,720,825
Trinity Plus Funding Co.	AAA (Stable) / Aaa	5,355,306
Westdeutsche Landesbank	A- (Stable) / A1	<u>31,094,249</u>
		<u>\$ 180,890,183</u>

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 investment in any one single issuer is greater than 5% of the total fixed income investments. Investments which comprise more than 5% of the Authority's investments as of June 30, 2007 are as follows:

Investment	Amount
Federal Home Loan Bank	\$ 153,101,555
Federal National Mortgage Corporation	174,015,427
Federal Home Loan Mortgage Corporation	140,852,102
Farm Credit	66,317,946

Note D—Interfund Receivables, Payables, and Transfers**Interfund Balances**

The Authority reports interfund balances among its funds. These balances generally consist of accruals for various revenues or expenses 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.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Interfund accounts receivable (payable) balances at June 30, 2007 consisted of the following:

Receivable To	Payable From						Total
	Illinois Affordable Housing Trust	HOME Program	Nonmajor Governmental Fund	Administrative	Mortgage Loan Program	Single Family Program	
HOME Program	\$ —	—	—	1,781,356	—	—	1,781,356
Administrative	1,209,793	469,415	65,415	—	1,910,217	351,028	4,005,868
Mortgage Loan Program	—	—	—	14,370,459	—	—	14,370,459
	<u>\$ 1,209,793</u>	<u>469,415</u>	<u>65,415</u>	<u>16,151,815</u>	<u>1,910,217</u>	<u>351,028</u>	<u>20,157,683</u>

The interfund accounts receivable (payable) between the Mortgage Loan Program and the Administrative Fund primarily consists of a fiscal year 2000 operating transfer of \$10.4 million to the 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 (Lakeshore Plaza Development) and the corresponding transfer of the carrying value of the real estate investment, ML-181, to these accounts, 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 transfer upon the disposition of the property.

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

Transfers

Transfers for the year ended June 30, 2007 consisted of the following:

Transfer in	Transfers Out			
	Illinois Affordable Housing Trust	Administrative	Single Family Program	Total
Administrative	\$ —	—	650,137	650,137
Mortgage Loan Program	5,200,000	—	—	5,200,000
Single Family Program	—	2,392,874	—	2,392,874
	<u>\$ 5,200,000</u>	<u>2,392,874</u>	<u>650,137</u>	<u>8,243,011</u>

Pursuant to the Illinois Affordable Housing Act, amounts up to \$10,000,000 in any fiscal year may be transferred, following an annual Authority certification to the Illinois Department of Revenue of the amounts required to be withdrawn, from the Illinois Affordable Housing Trust Fund to the Affordable Housing Program Trust Fund Bond Accounts. The amounts transferred during the year

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

Notes to Financial Statements

June 30, 2007

ended June 30, 2007 totaled \$5,200,000. The transfers out from the Administrative Fund were to pay issuance and other costs of certain bond issuances.

Note E—Program Loans Receivable

The Authority has loans throughout the State, of which approximately two-thirds are in the Chicago metropolitan area. The following summarizes the Program Loans Receivable activity for the Authority for the year ended June 30, 2007:

	Net program loans receivable June 30, 2006	Loan disbursements	Loan repayments	Change in loan loss provision	Change in net deferred fees	Net program loans receivable June 30, 2007
(Dollars in thousands)						
Governmental Funds:						
Illinois Affordable Housing Trust Fund	\$ 221,999	42,659	(7,500)	1,475	—	258,633
HOME Program Fund	141,397	18,794	(1,261)	1,110	—	160,040
Total Governmental Funds	<u>\$ 363,396</u>	<u>61,453</u>	<u>(8,761)</u>	<u>2,585</u>	<u>—</u>	<u>418,673</u>
Proprietary Funds:						
Administrative Fund	\$ 30,820	2,846	(3,168)	4,760	469	35,727
Mortgage Loan Program Fund:						
Multi-Family Housing Bonds	115,185	—	(117,886)	2,500	201	—
Multi-Family Program Bonds	50,212	—	(3,758)	—	158	46,612
Housing Bonds	245,766	171,702	(13,515)	295	(550)	403,698
Housing Finance Bonds	13,634	—	(240)	—	—	13,394
Multi-Family Variable Rate Demand Bonds	2,744	—	(69)	100	—	2,775
Multi-Family Housing Revenue Bonds	9,796	—	—	—	—	9,796
Multifamily Housing Revenue Bonds (Marywood)	13,286	—	(237)	(285)	—	12,764
Multifamily Housing Revenue Bonds (Turnberry)	5,257	—	(45)	—	—	5,212
Affordable Housing Program Trust Fund Bonds	70,499	—	(8,862)	2,540	—	64,177
Total Mortgage Loan Program Fund	<u>526,379</u>	<u>171,702</u>	<u>(144,612)</u>	<u>5,150</u>	<u>(191)</u>	<u>558,428</u>
Single Family Program Fund	<u>683,144</u>	<u>155,006</u>	<u>(66,702)</u>	<u>—</u>	<u>998</u>	<u>772,446</u>
Total Proprietary Funds	<u>\$ 1,240,343</u>	<u>329,554</u>	<u>(214,482)</u>	<u>9,910</u>	<u>1,276</u>	<u>1,366,601</u>

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

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 G 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 Multi-Family Housing Bonds and Multi-Family Program 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. With respect to a portion of loans within its Housing Bond accounts, the Authority has made loans to finance developments entitled to interest reduction payments by HUD under Section 236 of the National Housing Act for all or a portion of the dwelling units in 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.

At June 30, 2007, for loans financed under the Mortgage Loan Program Fund, amounts in arrears equal to more than two months debt service payments and required deposits to tax and insurance and/or replacement reserves were \$445,257 and \$829,736, respectively.

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.

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.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

The Authority has a second mortgage agreement relating to a \$5.5 million first mortgage for Innsbruck Apartments, ML-19. Under this agreement, upon the development's payment of a debt service amount as set forth in the agreement, the Authority, from its Administrative Fund, was obligated to subsidize debt service payments related to the first mortgage up to a maximum of \$6.2 million. The subsidy payments were applied to receivables within the Mortgage Loan Program. The maximum subsidy amount was reached in May 1999, after which the development became fully obligated for debt service of the receivables of the above bond accounts. The development is obligated to reimburse the Administrative Fund debt service subsidy payments from a portion of residual receipts generated from the development.

The Authority's policy for converting mortgage loans to non-accrual status is based upon the recording of a specifically identifiable allowance for estimated loss. Throughout fiscal year 2007, the accrual of interest and service fee income was suspended on approximately \$16.2 million of mortgage loans in the Mortgage Loan Program Fund and \$7.0 million of mortgage loans in the Administrative Fund for which allowances for estimated losses had been provided, and such income was recognized only as received. Interest and service fee income due but not accrued was approximately \$107,000 in the Mortgage Loan Program Fund and \$549,000 in the Administrative Fund at June 30, 2007. In addition, the Authority does not accrue interest income on approximately \$15.0 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 \$291,000.

The Authority, through its Housing Partnership Program, provides loans to not-for-profit organizations, community groups and cities to finance the rehabilitation of existing housing and for the construction of new housing for low and moderate income persons and families. The program's activities are recorded in the Administrative Fund. At June 30, 2007, loans receivable under this program were approximately \$4.9 million.

In June 1994, the Authority entered into a Risk Sharing Agreement (Agreement) with HUD that permitted the Authority to participate in HUD's Pilot Risk Sharing Program, which has since been converted to a permanent program. Under this program, HUD will insure certain mortgage loans on multi-family housing developments (Risk Sharing Loans). HUD has authorized the Authority to make an unlimited amount of loans for such developments. Under the Agreement, the Authority will underwrite Risk Sharing Loans following its underwriting guidelines. HUD will insure the Risk Sharing Loans and will bear 10% to 90% of the loss, as elected by the Authority, in the event of a foreclosure. The Authority will bear the remainder of the risk. The program's service and insurance fee incomes are recorded in the Administrative Fund.

The Authority, as of June 30, 2007, has entered into thirty-seven Risk Sharing Loans totaling \$209,042,148 and elected that HUD assume 10% to 90% of the loss with respect to those loans. Except for six loans totaling \$38,888,148 financed through the issuance of the Authority's Housing Bonds, three loans totaling \$16,591,000 financed through the issuance of the Authority's Housing Finance Bonds, and one loan in the amount of \$15,460,000 financed through the issuance of the Authority's Multi-Family Housing Revenue Bonds (Marywood), these loans are not included in the Authority's financial statements as the Authority sold 100% participation interests in the loans to outside parties.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

At June 30, 2007, for loans financed under the Risk Sharing Program where the Authority sold 100% participation interests in the loans to outside parties, there were no amounts in arrears equal to more than two months debt service payments or required deposits to tax and insurance and/or replacement reserves.

In December 2000, the Authority received a commitment from Ambac Assurance Corporation (Ambac) under which Ambac will insure mortgage loans (Ambac Loans) on multi-family housing developments under the Authority's Mortgage Participation Certificate Program. 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. Once Ambac Loans are issued and minimum threshold requirements are met, Ambac and the Authority will enter into a sharing agreement on the remaining principal balance on each mortgage loan. As of June 30, 2007, the Authority has entered into seventeen Ambac Loans totaling \$154,830,700. Except for one loan in the amount of \$5,320,000 financed through the issuance of the Authority's Multifamily Bonds (Turnberry), these loans are not included in the Authority's financial statements as the Authority sold 100% participation interests in the loans to outside parties.

At June 30, 2007, for loans financed under the Mortgage Participation Certificate Program where the Authority sold 100% participation interests in the loans to outside parties, amounts in arrears equal to more than two months debt service payments and required deposits to tax and insurance and/or replacement reserves were \$121,174 and \$35,432, respectively.

With respect to the mortgage loans funded by the Homeowner Mortgage Revenue Bonds, substantially all delinquent mortgage loans receivable at June 30, 2007, were covered by pool insurance, which provides for an aggregate limit equal to 3.5% of the aggregate original principal amount of mortgage loans so covered, less a deductible ranging from 0% to 1.0% of the aggregate of the original amount of all mortgage loans covered.

Loans made through the Illinois Affordable Housing Trust Fund are to acquire, construct, rehabilitate, develop, operate, insure, and retain affordable single family and multi-family housing for low and very low-income households. Interest rates on these loans are set at below market rates and have ranged from 0% to 5.0%, with most rates set at 2.0% or below. Loans have maturities of up to 40 years, with some loans carrying deferred payment terms. The approximate aging of the Illinois Affordable Housing Trust Fund receivables as of June 30, 2007 are as follows:

Interest rate %	Principal due by June 30				Total
	2008	2013	2023	After 2023	
	(Dollars in thousands)				
0 – 0.99	\$ 1,086	7,543	25,232	81,701	115,562
1 – 1.99	1,024	11,950	37,960	84,477	135,411
2 – 3.99	2,183	2,267	5,540	7,241	17,231
4 – 5.00	112	448	1,878	516	2,954
	<u>\$ 4,405</u>	<u>22,208</u>	<u>70,610</u>	<u>173,935</u>	<u>271,158</u>

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

Notes to Financial Statements

June 30, 2007

The approximate aging of the receivables of the HOME program as of June 30, 2007 are as follows:

Interest rate %	Principal due by June 30				Total
	2008	2013	2023	After 2023	
	(Dollars in thousands)				
0 – 0.99	\$ 139	1,008	10,948	28,506	40,601
1 – 1.99	856	5,440	34,604	71,595	112,495
2 – 3.99	277	1,018	2,392	485	4,172
4 – 5.00	43	463	1,478	2,728	4,712
	<u>\$ 1,315</u>	<u>7,929</u>	<u>49,422</u>	<u>103,314</u>	<u>161,980</u>

The Authority has reviewed each program loan receivable, including those for developments in the construction or rent-up phases, for the purpose of determining ultimate collectibility. The Authority believes that the allowances for estimated losses at June 30, 2007 in the accompanying financial statements are adequate to cover estimated losses of the various funds. The following summarizes the changes in the allowance for estimated losses on program loans receivable during the year ended June 30, 2007:

	Allowance for estimated losses June 30, 2006	Provision for estimated losses	Write-offs of uncollectible losses, net of Recoveries	Allowance for estimated losses June 30, 2007
	(Dollars in thousands)			
Illinois Affordable Housing Trust Fund	\$ 14,000	(1,475)	—	12,525
HOME Program Fund	<u>3,050</u>	<u>(1,110)</u>	<u>—</u>	<u>1,940</u>
Total governmental funds	<u>\$ 17,050</u>	<u>(2,585)</u>	<u>—</u>	<u>14,465</u>
Administrative Fund	\$ 9,160	(4,760)	—	4,400
Mortgage Loan Program Fund	15,450	(5,150)	—	10,300
Single Family Program Fund	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
Total proprietary funds	<u>\$ 24,610</u>	<u>(9,910)</u>	<u>—</u>	<u>14,700</u>

During fiscal year 2007, the Authority adopted a revised loan loss rating policy, which included lower allowance for estimated loss provision percentages assigned for certain grades of loans, based primarily upon the Authority's experience with such loans. The implementation of the policy resulted in a change of estimate of the Authority's allowances for estimated losses on program loans receivable.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Scheduled receipts of principal on proprietary fund program loans receivable in the five years subsequent to June 30, 2007 and thereafter are as follows:

2008	\$	44,446,000
2009		44,616,000
2010		46,133,000
2011		47,822,000
2012		49,519,000
After 2012		1,148,765,000
	\$	<u>1,381,301,000</u>

Note F—Bonds and Notes Payable

Bonds and notes outstanding are general obligations (G.O.) of the Authority with the exception of Homeowner Mortgage Revenue Bonds, Affordable Housing Program Trust Fund Bonds, Multi-Family Variable Rate Demand Bonds, Housing Finance Bonds, Multifamily Housing Revenue Bonds (Marywood), Multifamily Bonds (Turnberry), Multi-Family Housing Bonds, 1995 Series A, and Multi-Family Housing Revenue Bonds, 2000 Series A, which are special limited obligations (S.L.O.) of the Authority, payable from pledged property as defined in their respective general resolutions. The Authority has also pledged its general obligation to the payment of the Affordable Housing Program Trust Fund Bonds to a limited extent and amounts.

Bonds and notes outstanding at June 30, 2007 are as follows. The June 30, 2006 amounts are shown for comparative purposes only.

Mortgage Loan Program Fund

Bonds outstanding of the Mortgage Loan Program Fund are as follows:

	Maturity dates	Interest rate range %	Debt class	Amount	
				June 30 2007	2006
Multi-Family Housing Bonds:					
1982 Series B	2011-2017	7.00 %	G.O.	\$ —	14,195,000
1982 Series C	2015-2025	5.00	G.O.	—	20,765,000
1991 Series A	2006-2016	8.13-8.25	G.O.	—	31,265,000
1992 Series A	2006-2026	7.00-7.10	G.O.	—	22,685,000
1993 Series A	2006-2025	6.05-6.13	G.O.	—	4,630,000
1993 Series C	2006-2028	5.80-6.10	G.O.	—	11,365,000
1994 Series B	2006	6.80	G.O.	—	90,000
1995 Series A	2006-2021	5.20-5.95	S.L.O.	—	18,890,000
2001 Series B	2006-2043	4.60-5.50	G.O.	—	10,400,000
				—	134,285,000
Less unamortized discount thereon				—	(14,859,889)
Total Multi-Family Housing Bonds				—	119,425,111

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

Notes to Financial Statements

June 30, 2007

	Maturity dates	Interest rate range %	Debt class	Amount	
				June 30	
				2007	2006
Multi-Family Program Bonds:					
Series 1	2007-2021	6.63-6.75 %	G.O.	\$ 17,990,000	22,955,000
Series 3	2009-2023	6.05-6.20	G.O.	29,000,000	33,140,000
Series 5	2007-2022	6.65-6.75	G.O.	5,605,000	5,785,000
Total Multi-Family Program Bonds:				52,595,000	61,880,000
Housing Bonds:					
1999 Series A	2007-2031	4.40-5.25	G.O.	26,195,000	27,920,000
2003 Series A	2007-2046	2.55-5.05	G.O.	19,980,000	20,365,000
2003 Series B	2010-2040	3.30-5.05	G.O.	50,055,000	50,055,000
2003 Series C	2007-2034	3.05-4.95	G.O.	5,580,000	5,825,000
2004 Series A	2013-2039	2.90-4.70	G.O.	22,505,000	23,435,000
2004 Series B	2007-2034	Variable	G.O.	8,375,000	9,005,000
2004 Series C	2007-2045	3.20-5.45	G.O.	12,115,000	12,500,000
2005 Series A	2007-2035	2.70-4.60	G.O.	31,895,000	32,090,000
2005 Series B	2007-2012	4.22-5.02	G.O.	2,495,000	3,855,000
2005 Series C	2015-2042	4.38-5.00	G.O.	10,665,000	10,665,000
2005 Series D	2008-2047	4.88	G.O.	6,550,000	6,550,000
2005 Series E	2011-2036	3.65-4.80	G.O.	24,760,000	24,760,000
2005 Series F	2007-2029	4.59-5.84	G.O.	18,465,000	19,420,000
2006 Series A	2008-2038	3.90-5.05	G.O.	8,130,000	—
2006 Series B	2007-2046	4.75-5.00	G.O.	13,710,000	13,720,000
2006 Series C	2007-2041	Variable	G.O.	5,635,000	5,660,000
2006 Series D	2007-2042	4.85-5.00	G.O.	6,220,000	—
2006 Series E	2007-2042	3.70-4.95	G.O.	8,165,000	—
2006 Series F	2007-2047	3.70-5.00	G.O.	3,975,000	—
2006 Series G	2007-2037	3.65-4.85	G.O.	63,255,000	—
2006 Series H	2007-2028	5.03-6.06	G.O.	11,270,000	—
2006 Series I	2009-2048	4.70-4.85	G.O.	7,230,000	—
2006 Series J	2009-2048	4.50-5.00	G.O.	3,480,000	—
2006 Series K	2007-2023	3.70-4.60	G.O.	24,740,000	—
2006 Series M	2007-2047	3.60-4.50	G.O.	12,520,000	—
				407,965,000	265,825,000
Less deferred loss on refunding				11,590,817	—
Total Housing Bonds				396,374,183	265,825,000
Housing Finance Bonds:					
1999 Series B	2007-230	5.50-6.30	S.L.O.	5,135,000	5,235,000
2000 Series A	2007-2032	5.75-6.30	S.L.O.	8,785,000	8,935,000
Total Housing Finance Bonds				13,920,000	14,170,000
Multi-Family Variable Rate Demand Bonds:					
Series 1996 A (Taxable)(1)	2026	Variable	S.L.O.	2,785,000	2,860,000

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

Notes to Financial Statements

June 30, 2007

	Maturity dates	Interest rate range %	Debt class	Amount June 30	
				2007	2006
Multi-Family Housing					
Revenue Bonds:					
Series 1997(1)	2027	Variable	G.O.	14,170,000	14,170,000
Series 2000 A(1)	2007-2027	Variable	S.L.O.	38,885,000	39,885,000
Total Multi-Family Housing Revenue Bonds				53,055,000	54,055,000
Multifamily Housing Revenue					
Bonds:					
Marywood Apartment Homes, Series 2003	2007-2045	4.50-5.20 %	S.L.O.	15,640,000	15,835,000
Multifamily Bonds:					
Turnberry Village II Apartments	2007-2045	4.50-4.75	S.L.O.	5,225,000	5,275,000
Affordable Housing Program					
Trust Fund Bonds:					
Series 1995 A	2007-2022	7.44-7.82	S.L.O.	2,685,000	2,775,000
Series 2004	2007-2026	4.55-6.21	S.L.O.	42,015,000	43,250,000
Series 2005 A	2007-2027	5.60-6.35	S.L.O.	32,430,000	33,490,000
Total Affordable Housing Program Trust Fund Bonds				77,130,000	79,515,000
Total Mortgage Loan Program Fund				\$ 616,724,183	618,840,111

- (1) Interest rates on the bonds are determined weekly at a rate established by the Remarketing Agents on each Rate Determination Date. The Authority has agreements with liquidity providers to purchase any bonds tendered for purchase in accordance with the indentures with respect to which the Trustee does not, on the date any such tendered bonds are required to be purchased, have sufficient funds to make such purchase. Payment of the principal and interest on the bonds when due is insured by a financial guarantee insurance policy. The Authority has a general obligation to reimburse the insurer for any such payments made.

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

Notes to Financial Statements

June 30, 2007

Single Family Program Fund

Bonds outstanding of the Single Family Program Fund are as follows:

	Maturity dates	Interest rate range %	Debt class	Amount	
				June 30	
				2007	2006
Residential Mortgage Revenue					
Bonds:					
1983 Series A	2015	10.872	G.O	\$ 2,240	2,015
1983 Series B	2015	10.746	G.O	2,261	2,036
1984 Series B	2016	11.257	G.O	1,953	1,750
1985 Series A	2017	10.75	G.O	1,833	1,651
1987 Series B	2014	8.13	G.O	100,000	100,000
1987 Series C	2014	7.50	G.O	100,000	100,000
1987 Series D	2017	8.65	G.O	100,000	100,000
				<u>\$ 308,287</u>	<u>307,452</u>

The cumulative accretion in value from the date of issuance of the capital appreciation bonds included in the above amounts is summarized as follows:

Series	Redemption basis and period	Original issue amount (1)	Accreted value		Aggregate value to be redeemed
			June 30		
			2007	2006	
1983 Series A	Maturity 2/1/15	\$ 180	2,240	2,015	5,000
1983 Series B	Maturity 2/1/15	193	2,261	2,036	5,000
1984 Series B	Maturity 2/1/16	166	1,953	1,750	5,000
1985 Series A	Maturity 2/1/17	190	1,833	1,651	5,000

(1) Amounts reflect original issue amounts of capital appreciation bonds outstanding as of June 30, 2007.

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

Notes to Financial Statements

June 30, 2007

	Maturity dates	Interest rate range %	Debt class	Amount June 30	
				2007	2006
Homeowner Mortgage					
Revenue Bonds:					
1995 Series C	2007-2008	5.25-5.35 %	S.L.O.	\$ 290,000	765,000
1996 Series E	2007-2010	5.35-5.65	S.L.O.	1,485,000	1,985,000
1996 Series F	2007-2010	4.85-5.15	S.L.O.	1,515,000	9,240,000
1997 Series A	2007-2009	5.30-5.50	S.L.O.	1,705,000	2,495,000
1997 Series B	2007-2028	4.70-5.25	S.L.O.	10,190,000	11,125,000
(remarketed 4/30/98)					
1997 Series B	2007-2028	4.65-5.40	S.L.O.	16,750,000	17,420,000
(remarketed 6/29/98)					
1997 Series C	2007-2010	4.85-5.10	S.L.O.	1,310,000	2,080,000
1997 Series D	2007-2009	4.85-5.05	S.L.O.	985,000	9,760,000
1997 Series D-3					
(Taxable)	2022-2028	6.60	S.L.O.	900,000	1,155,000
1998 Series A (Taxable)	2007-2028	6.45-6.47	S.L.O.	3,350,000	3,720,000
1998 Series D					
(remarketed 10/7/98)	2007-2029	4.35-5.20	S.L.O.	13,505,000	14,785,000
1998 Series D					
(remarketed 12/17/98)	2007-2029	4.35-5.25	S.L.O.	7,845,000	8,380,000
1998 Series D					
(remarketed 4/29/99)	2007-2017	4.50-5.10	S.L.O.	14,365,000	15,960,000
1998 Series E (Taxable)	2007-2029	5.66-5.91	S.L.O.	5,755,000	6,845,000
1998 Series G	2007-2029	4.35-5.25	S.L.O.	12,935,000	13,645,000

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

Notes to Financial Statements

June 30, 2007

	Maturity dates	Interest rate range %	Debt class	Amount June 30	
				2007	2006
1999 Series B	2007-2010	5.40-5.70	S.L.O.	\$ 605,000	905,000
1999 Series D	2007-2016	5.00-5.45	S.L.O.	8,375,000	19,295,000
1999 Series D-3 (Taxable)	2006-2030	6.70	S.L.O.	—	670,000
1999 Series G	2007-2031	5.20-5.65	S.L.O.	1,950,000	2,330,000
2000 Series B	2007-2031	5.05-5.45	S.L.O.	525,000	1,055,000
2000 Series C-4 (Taxable)	2007-2031	8.19	S.L.O.	1,520,000	1,940,000
2000 Series D	2007-2012	4.95-5.55	S.L.O.	2,955,000	3,785,000
2000 Series E	2007-2013	4.85-5.50	S.L.O.	3,475,000	4,045,000
2001 Series A	2007-2032	4.30-5.50	S.L.O.	28,055,000	29,295,000
2001 Series C	2007-2032	4.15-5.55	S.L.O.	29,560,000	31,375,000
2001 Series D (Taxable)	2007-2032	Variable	S.L.O.	2,930,000	4,250,000
2001 Series E	2007-2033	4.35-5.60	S.L.O.	29,920,000	32,490,000
2001 Series F (Taxable)	2016-2020	Variable	S.L.O.	10,000,000	10,000,000
2002 Series A	2007-2033	4.15-5.63	S.L.O.	27,530,000	35,975,000
2002 Series B (Taxable)	2007-2023	Variable	S.L.O.	7,700,000	8,355,000
2002 Series C	2008-2033	3.40-5.40	S.L.O.	39,895,000	41,525,000
2003 Series B	2007-2034	2.25-5.15	S.L.O.	42,610,000	45,210,000
2004 Series A	2007-2034	1.75-4.75	S.L.O.	44,640,000	46,740,000
2004 Series C	2007-2034	3.30-5.35	S.L.O.	77,280,000	78,360,000
2005 Series A	2007-2035	2.65-5.00	S.L.O.	71,770,000	74,220,000
2005 Series B	2017	2.79	S.L.O.	—	12,400,000
2005 Series C	2007-2035	3.00-5.25	S.L.O.	96,535,000	98,380,000
2006 Series A	2007-2036	3.35-5.00	S.L.O.	84,210,000	84,555,000
2006 Series B (Taxable)	2007-2036	4.94-5.31	S.L.O.	14,270,000	15,000,000
2006 Series C	2007-2037	3.75-5.15	S.L.O.	124,725,000	—
2007 Series A	2007-2037	3.65-4.90	S.L.O.	65,000,000	—
2007 Series C	2008	3.73	S.L.O.	57,990,000	—
				966,910,000	801,515,000
Plus unamortized premium thereon				1,911,762	2,010,371
				968,821,762	803,525,371
Total Single Family Program Fund				\$ 969,130,049	803,832,823

Administrative Fund

Outstanding debt of the Administrative Fund is as follows:

	Maturity date	Interest rate	Debt class	Amount June 30	
				2007	2006
Term loan	2012	5.45%	Loan	\$ 1,666,667	—

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

The Authority has entered into an agreement with a bank to obtain one or more term loans up to a total of \$5,000,000, collateralized by a lien and security interest in the Lakeshore Plaza Development. As of June 30, 2007, the Authority had borrowings totaling \$1,666,667 against this agreement, at an interest rate of 5.45%.

The following summarizes the debt activity for the Authority's proprietary funds for the year ended June 30, 2007:

	<u>June 30, 2006</u>	<u>Additions</u>	<u>Deductions</u>	<u>June 30, 2007</u>	<u>Amount due within one year</u>
Administrative Fund	\$ —	1,666,667	—	1,666,667	—
Mortgage Loan Program Fund:					
Multi-Family Housing Bond	134,285,000	—	(134,285,000)	—	—
Discount on Multi-Family Housing Bonds	(14,859,889)	—	14,859,889	—	—
Multi-Family Program Bonds	61,880,000	—	(9,285,000)	52,595,000	1,565,000
Housing Bond	265,825,000	149,570,000	(7,430,000)	407,965,000	15,025,000
Deferred loss on refunding					
Housing Bonds	—	(12,350,852)	760,035	(11,590,817)	—
Housing Finance Bond	14,170,000	—	(250,000)	13,920,000	260,000
Multi-Family Variable					
Rate Demand Bond	2,860,000	—	(75,000)	2,785,000	75,000
Multi-Family Housing					
Revenue Bond	54,055,000	—	(1,000,000)	53,055,000	1,000,000
Multifamily Housing Revenue					
Bond (Marywood)	15,835,000	—	(195,000)	15,640,000	140,000
Multifamily Bond (Turnberry II)	5,275,000	—	(50,000)	5,225,000	55,000
Affordable Housing Program					
Trust Fund Bond	79,515,000	—	(2,385,000)	77,130,000	2,500,000
Total Mortgage					
Loan Program Fund	<u>618,840,111</u>	<u>137,219,148</u>	<u>(139,335,076)</u>	<u>616,724,183</u>	<u>20,620,000</u>
Single Family Program Fund:					
Residential Mortgage					
Revenue Bond	307,452	835	—	308,287	—
Homeowner Mortgage					
Revenue Bond	801,515,000	365,925,000	(200,530,000)	966,910,000	81,585,000
Premium on Homeowner Mortgage					
Revenue Bonds	<u>2,010,371</u>	<u>—</u>	<u>(98,609)</u>	<u>1,911,762</u>	<u>—</u>
Total Single Family					
Program Fund	<u>803,832,823</u>	<u>365,925,835</u>	<u>(200,628,609)</u>	<u>969,130,049</u>	<u>81,585,000</u>
Total Proprietary Funds	<u>\$ 1,422,672,934</u>	<u>504,811,650</u>	<u>(339,963,685)</u>	<u>1,587,520,899</u>	<u>102,205,000</u>

Current Refundings of Debt

On November 16, 2006, the Authority issued its Housing Bonds, 2006 Series G and Housing bonds, 2006 Series K. The proceeds of the above issued bonds were used to (a) defease, until their January

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

1, 2007 redemption date, the Authority's Multi-Family Housing bonds, 1982 Series B, 1982 Series C, 1991 Series A, 1992 Series A, 1993 Series A and 1995 Series A (the "Prior Multi-Family Bonds"), which were currently outstanding with respect to certain developments (b) make new mortgage loans for the purpose of prepaying existing mortgage loans funded with the proceeds of certain series on the Prior Multi-Family Bonds with respect to certain developments, thereby resulting in their defeasance until their January 1, 2007 redemption date (c) make a deposit to the Reserve Fund and (d) fund capitalized interest.

The Authority, by these current refundings, reduced the present value of its aggregate debt service over the life of the issued bonds. The table below shows the anticipated reductions in debt service requirements, approximately one-half of which will be shared with HUD under a FAF refunding agreement, beginning in fiscal year 2008 and extending through the life of the newly issued bonds, and the economic gain from the current refunding.

<u>New Issues</u>	<u>Debt Service Reductions</u>		<u>Present Value</u>
	<u>\$-Millions</u>	<u>Years</u>	<u>\$-Millions</u>
Series 2006 G&K.....	\$11.8	30	\$14.6

The differences between the reacquisition price and the net carrying amount of the refunded bonds (\$12.4 million) have been deferred and are being amortized as a component of interest expense over the remaining life of the refunded bonds.

Defeased Debt

In prior years, the Authority defeased debt consisting of Insured Mortgage Housing Development Bonds, 1976 Series A (1976 bonds) and Multi Family Housing Bonds, 1981 Series A (1981 bonds) (collectively the old bonds) by placing the proceeds of new bonds in an irrevocable trust to provide for all future debt service payments of the old bonds. At June 30, 2007, \$3,945,000 and 22,040,000, of bonds outstanding for the 1976 bonds and the 1981 bonds, respectively, is considered defeased.

Other Financings

From time to time the Authority has issued special limited 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 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, 2007, there were thirty-seven series of such bonds or notes outstanding, with an aggregate principal amount payable of \$390,607,566.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

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
Multi-Family Program Bonds Affordable Housing Program Trust Fund Bonds	Maximum amounts of principal, sinking fund installments and interest due in the then current or any future bond year for all bonds then outstanding.
Multi-Family Variable Rate Demand Bonds Multi-Family Housing Revenue Bonds	Three months of adjusted debt service requirements.
Housing Bonds	The amount established by each series resolution, currently six months of maximum principal and interest payments.
Housing Finance Bonds	50% of the maximum annual principal and interest.
Multifamily Housing Revenue Bonds (Marywood)	Six months of maximum annual interest.
Homeowner Mortgage Revenue Bonds Residential 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, and 4% for the Residential 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, 2007, these amounts, which were not less than the amounts required, are as follows:

Multi-Family Program Bonds	\$ 7,100,509
Housing Bonds	19,182,716
Housing Finance Bonds	519,000
Multi-Family Variable Rate Demand Bonds	370,794
Multi-Family Housing Revenue Bonds	810,413
Multifamily Housing Revenue Bonds (Marywood)	409,520
Homeowner Mortgage Revenue Bonds	27,773,730
	<u>\$ 56,166,682</u>

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

In addition to the above, the debt service reserve requirements of the following bond issues are satisfied by surety arrangements.

Issue	Surety Bond Valuation
Housing Bonds, 2003 Series C	\$ 260,000
Housing Bonds, 2004 Series B	500,000
Housing Bonds, 2006 Series C	268,850
Multifamily Bonds, Series 2003 (Turnberry II)	Not Applicable
Affordable Housing Program Trust Fund Bonds, Series 1995A, 2004 and 2005A	7,231,723

Other Maturity Information

Bonds maturing on or after the following dates are redeemable at the option of the Authority at prescribed redemption prices greater than 100%, decreasing periodically, expressed as a percentage of the principal amount, as follows:

Issue	Maturity on or after	Redemption price		
Housing Bonds, 1999 A	Mar. 1, 2009	101	to	100
Homeowner Mortgage Revenue Bonds:				
1995 Series C, 1996 Series E and 1997 Series A	July 1, 2007	102	to	100
1997 Series B remarketed April 30, 1998	May 1, 2008	102	to	100
1997 Series B remarketed June 29, 1998	July 1, 2008	102	to	100
1997 Series C	Aug. 1, 2007	102	to	100
1997 Series D and 1996 Series F	Jan. 1, 2008	102	to	100
1998 Series A	April 1, 2008	101	to	100
1998 Series D remarketed October 7, 1998 and 1998 Series E	Oct. 1, 2008	101	to	100
1998 Series D remarketed December 17, 1998	Dec. 1, 2008	101	to	100
1998 Series D remarketed April 29, 1999	April 1, 2009	101	to	100
1998 Series G	Aug. 1, 2008	101	to	100
1999 Series B	Jan. 1, 2010	101	to	100

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

Notes to Financial Statements

June 30, 2007

Debt service requirements (dollars in millions) through 2012 and in five-year increments thereafter to maturity for the Authority's proprietary funds are as follows:

	Administrative Fund		Mortgage Loan Program Fund		Single Family Program Fund		Total	
	Principal	Interest	Principal	Interest	Principal*	Interest	Principal*	Interest
Year ending June 30:								
2008	\$ —	0.1	20.6	30.4	81.6	46.0	102.2	76.5
2009	—	0.1	20.9	29.5	24.3	42.8	45.2	72.4
2010	—	0.1	23.6	28.6	22.9	41.8	46.5	70.5
2011	—	0.1	26.8	27.4	22.6	40.8	49.4	68.3
2012	1.7	0.1	28.8	26.2	25.2	39.8	55.7	66.1
Five years ending June 30:								
2013-2017	—	—	139.7	111.2	140.2	180.8	279.9	292.0
2018-2022	—	—	109.0	78.7	126.2	148.0	235.2	226.7
2023-2027	—	—	97.9	53.2	174.1	112.0	272.0	165.2
2028-2032	—	—	53.1	33.2	202.1	63.6	255.2	96.8
2033-2037	—	—	53.4	20.6	142.4	17.3	195.8	37.9
2038-2042	—	—	33.6	9.5	5.6	0.1	39.2	9.6
2043-2047	—	—	19.9	2.7	—	—	19.9	2.7
2048-2052	—	—	1.0	0.1	—	—	1.0	0.1
	<u>\$ 1.7</u>	<u>0.5</u>	<u>628.3</u>	<u>451.3</u>	<u>967.2</u>	<u>733.0</u>	<u>1,597.2</u>	<u>1,184.8</u>

*Includes capital appreciation bonds at their final redemption values.

Derivatives

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 reduction of exposure to changes in interest rates on a particular financial transaction;
- b) A lower net cost of borrowing with respect to the Authority's debt;
- c) The management of variable interest rate exposure consistent with prudent debt practices;
- d) The achievement of more flexibility meeting overall financial and programmatic objectives that cannot be achieved in conventional markets.

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

Notes to Financial Statements

June 30, 2007

The Authority, as of June 30, 2007 has four active swap contracts and four interest rate caps. Details are shown in the following table.

Associated bond issue	Notional amounts	Effective date	Fixed rate paid		Variable rate received	Fair values(1)	Termi- nation date	Counter- party credit rating(2)
Swap contracts:								
MVRDB*:								
Series 1996A	\$ 2,781,547	12/03	5.467	%	1 mo LIBOR	\$ 40,754	08/2026	AAA/Aaa
HMRB**:								
Series 2001 D	2,930,000	07/01	6.13		1 mo LIBOR +30bp	(74,675)	02/2010	AAA/Aaa
Series 2001 F	10,000,000	01/02	6.615		1 mo LIBOR +40bp	(661,425)	08/2020	A+/Aa3
Series 2002 B	7,700,000	05/02	6.145		1 mo LIBOR +41.5bp	(65,823)	02/2023	AAA/Aaa
Interest Rate Cap:								
MHRB***:								
Series 1997 (Camelot Development)	14,170,000	11/97	5.75		N/A	0	12/2007	AA-/Aa3
MHRB***:								
Series 2000A (Lakeshore Plaza) ⁽¹⁾	38,885,000	07/06	5.50		N/A	11,327	06/2011	AA-/Aa3/
HB****:								
Series 2004 B	8,375,000	03/04	5.00		N/A	7,916	04/2012	AAA/Aaa
Series 2006 C	5,635,000	06/06	4.75		N/A	(80,212)	06/2021	AA/Aa1

*Multi-Family Variable Rate Demand Bonds

**Homeowner Mortgage Revenue Bonds

***Multi-Family Housing Revenue Bonds

****Housing Bonds

(1) includes accrued interest.

(2) Standard & Poors/Moody's

To protect against the potential of rising interest rates, the Authority has entered into four pay-fixed, receive variable, interest rate swap agreements, the objective of which 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 four interest rate cap agreements, 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, 2007 are shown in the above table. The notional amounts of the swaps match the principal amounts of the associated debt. The Authority's swap agreements contain scheduled reductions to outstanding notional amounts that are expected to approximately follow scheduled or anticipated reductions in the associated bonds payable category.

Because interest rates have declined since the implementation of the swap and cap agreements, most currently active swaps and cap agreements, except for Multi-Family Variable Rate Demand Bonds Series 1996A, Multi-Family Housing Revenue Bonds Series 1997 and 2000A, and Housing Bonds Series 2004B had a negative fair value as of June 30, 2007. The negative fair values may be

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

Notes to Financial Statements

June 30, 2007

countered by reductions in total interest payments required under the variable-rate bonds, creating lower 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, 2007, the Authority was not exposed to credit risk for the swaps that had negative fair values. As interest rates change and the fair values become positive, the Authority is exposed to credit risk in the amount of the swaps' fair value. Fair value is a factor only upon termination.

Basis risk on swaps 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 counter-party may terminate any of 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.

The Authority is not exposed to rollover risk on its swap agreements.

As of June 30, 2007, 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:

**Illinois Housing Development Authority
Swap Payments and Associated Debt**

	<u>Variable-rate bonds</u>		<u>Interest rate</u>	
	<u>Principal</u>	<u>Interest</u>	<u>swaps, net</u>	<u>Total</u>
Year ending June 30:				
2008	\$ 2,500,000	3,821,763	130,029	6,451,792
2009	2,565,000	3,712,092	115,287	6,392,379
2010	2,740,000	3,598,129	109,042	6,447,171
2011	2,925,000	3,476,373	105,825	6,507,198
2012	3,100,000	3,347,464	105,457	6,552,921
Five years ending June 30:				
2017	14,395,000	15,075,947	487,234	29,958,181
2022	21,470,000	10,420,920	156,809	32,047,729
2027	30,855,000	6,389,710	15,773	37,260,483
2032	6,415,000	1,146,385	—	7,561,385
2037	2,155,000	439,342	—	2,594,342
Greater than 2037	1,360,000	135,470	—	1,495,470
Total	<u>\$ 90,480,000</u>	<u>51,563,595</u>	<u>1,225,456</u>	<u>143,269,051</u>

As rates vary, variable-rate bond interest payments and net swap payments will vary.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Note G—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 E). 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 H—Leases

The Authority leases office facilities under a lease which extends through July 31, 2016, and which provides the Authority two successive five-year options to extend the lease beyond that date and, during certain time periods, to lease additional office facilities.

The office lease provides for annual base rent of approximately \$685,000 for the fiscal year 2007, plus approximately \$936,000 in fiscal year 2007 for the Authority's 7.16% share of ownership taxes and operating expenses, which also are subject to adjustment, based on the actual costs incurred by the lessor.

For fiscal year 2007, total rent expense of the Authority was \$1,793,405.

Note I—Other Liabilities

The bonds issued by the Authority after 1980 are subject to a variety of Internal Revenue Service (IRS) regulations which limit the amount of income which may be earned with non-mortgage investments to an amount not greater than the amount which 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. Included in other liabilities at June 30, 2007, is an estimated rebate liability of \$2,798,631.

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.

The Authority carries commercial insurance for director's and officer's liability, general liability, workers' compensation, 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.

Note J—Retirement Plan

The Authority provides a defined contribution retirement plan for the benefit of its employees. 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 19% (within a maximum dollar limit) of their salaries to the plan. In addition, the

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

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 in fiscal year 2007 was \$11,499,782. The Authority's contributions were calculated using the base salary amount of \$11,380,050. The Authority contributed \$682,803, or 6% of the base salary amount, in fiscal year 2007. Employee contributions amounted to \$875,609 in fiscal year 2007, or 7.7% of the base salary amount.

Note K—Commitments

At June 30, 2007, unexpended bond proceeds held by the Authority in the form of cash and investments amounting to \$120,018,776 in the Homeowner Mortgage Revenue Bond accounts were identified for the purpose of purchasing various mortgage loans. At June 30, 2007, unexpended bond proceeds held by the Authority in the form of cash and investments amounting to \$16,895,579 in the Housing Bond accounts were identified for the purpose of making various mortgage loans.

At June 30, 2007, the Authority had authorized commitments for loans and grants totaling \$49,438,974 for the Illinois Affordable Housing Trust Fund.

Under the HOME Program, \$332.1 million and \$23.0 million for federal fiscal years 1992 through 2006 and 2007, respectively, have been allocated to the State, to be administered by the Authority, under the HOME Program provisions of the 1990 National Affordable Housing Act. In fiscal year 1994, the Authority was allocated \$10.2 million of additional HOME funds to be used for flood disaster relief. At June 30, 2007, the Authority had authorized commitments for loans and grants totaling \$22,220,833 for the HOME Program.

In accordance with an agreement (the "FAF Agreement") entered into by the Authority and HUD at the time of delivery of the Authority's Multi-Family Housing Bonds, 1982 Series A, 1982 Series B, and 1983 Series A, annual Section 8 contributions payable to HUD with respect to the developments financed by these bonds would be reduced to the extent of the debt service savings resulting from the early redemptions of these Bonds.

These redemptions were accomplished through the issuance of the Authority's Multi-Family Housing Bonds, 1991 Series A and B, 1992 Series A and B, and 1993 Series A and B. In November of 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, 2007 Series G to refund the Multi-Family Housing Bonds, 1991 Series A, 1992 Series A, and 1993 Series A. 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 purpose stated above, became available beginning in fiscal year 1992 for the 1991 Series A and B Bonds and in fiscal year 1994 for the 1993 Series A and B Bonds, and are recorded as other income of the Administrative Fund. At June 30, 2007, loans receivable under this program were approximately \$18.2 million.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Notes to Financial Statements

June 30, 2007

Note L—Contingencies

HUD's Office of General Counsel (OGC) has expressed the opinion that certain language used in the form of Housing Assistance Payments (HAP) Contracts in use prior to February 1980 for State Agency projects with mortgages that were not insured by the FHA, has the effect of terminating those HAP Contracts upon refinancing of the related project mortgages. While only expressed in the form of an internal memorandum, this opinion has been communicated by HUD to the public. The position expressed in the opinion has not been promulgated in any official form, nor has HUD taken any action to impose consequences that might arise from the opinion on projects that were previously refinanced. The Authority has determined that 60 of the Section 8 projects that it has financed have been refinanced in a fashion that might cause a termination of the related HAP Contracts under such OGC opinion.

Were HUD to stop HAP payments to affected projects and/or attempt to recover previously made payments, such action could adversely affect project income, the Authority's revenues from those projects and, as a consequence thereof, the Authority's financial position. However, in Congressional testimony and in public discussions with industry participants, HUD officials have expressed the desire to prevent its position regarding the pre-1980 HAP form contract language from having an adverse impact upon the affected projects and State Agencies. In addition, HUD has offered to approve an amendment to the affected HAP contracts that would amend the language at issue to clarify that the term of the form HAP contract extends to the originally scheduled maturity date of the original HFA financing. Of the 60 Authority-financed projects that have refinanced, 44 of these projects have executed such amendments, and these amendments have been approved by HUD. Two other projects have entered into long-term renewal HAP contracts. Further, while it is not possible to predict with certainty the outcome of any litigation, the Authority has been advised by counsel that if HUD were to attempt to recover previously made payments under the HAP contracts related to these projects, HUD would be unlikely to prevail.

Note M—Subsequent Events

On August 29, 2007, the Authority issued its Homeowner Mortgage Revenue Bonds, 2007 Series D, in the aggregate principal amount of \$65,000,000, maturing in 2008 through 2038, at interest rates of 3.70% to 5.35%. These bonds are special limited obligations of the Authority.

On October 11, 2007, the Authority issued its Housing Bonds, 2007 Series D and E, in the aggregate principal amount of \$59,415,000, maturing in 2008 through 2043, at interest rates of 3.50% to 6.537%. These bonds are special limited obligations of the Authority.

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

Mortgage Loan Program Fund

Combining Schedule of Net Assets

June 30, 2007

	Multi-Family Program Bonds	Housing Bonds	Housing Finance Bonds	Multi-Family Variable Rate Demand Bonds	Multi-Family Housing Revenue Bonds	Multifamily Housing Revenue Bonds (Marywood)	Multifamily Bonds (Turnberry)	Affordable Housing Program Trust Fund Bonds	Total
Assets:									
Current assets:									
Cash and cash equivalents	\$ 15,766	1,667,336	—	125,680	86,073	2,391	771	105,236	2,003,253
Investment income receivable – restricted	437,471	287,235	19,690	4,023	2,599	5,197	—	158,414	914,629
Program loans receivable	3,500,000	15,722,000	255,000	74,000	—	128,000	47,000	3,661,000	23,387,000
Interest receivable on program loans	—	1,172,574	75,271	15,530	44,199	—	25,408	248,314	1,581,296
Due from other funds	953,034	5,569,277	—	—	7,826,208	—	21,940	—	14,370,459
Total current assets	4,906,271	24,418,422	349,961	219,233	7,959,079	135,588	95,119	4,172,964	42,256,637
Noncurrent assets:									
Investments – restricted	23,722,487	131,024,811	1,156,228	2,233,990	12,071,757	1,092,491	208,437	34,564,649	206,074,850
Program loans receivable, net of current portion	43,112,404	392,030,520	13,139,034	2,701,277	9,796,400	14,921,481	5,164,579	64,475,671	545,341,366
Less allowance for estimated losses	—	(4,055,000)	—	—	—	(2,285,000)	—	(3,960,000)	(10,300,000)
Net program loans receivable	43,112,404	387,975,520	13,139,034	2,701,277	9,796,400	12,636,481	5,164,579	60,515,671	535,041,366
Unamortized bond-issuance costs	—	2,010,229	—	37,899	862,939	—	—	4,087,744	6,998,811
Real estate held for sale, net	—	—	—	—	29,425,536	—	—	—	29,425,536
Other	—	—	—	—	—	—	—	7,633	7,633
Total noncurrent assets	66,834,891	521,010,560	14,295,262	4,973,166	52,156,632	13,728,972	5,373,016	99,175,697	777,548,196
Total assets	71,741,162	545,428,982	14,645,223	5,192,399	60,115,711	13,864,560	5,468,135	103,348,661	819,804,833
Liabilities:									
Current liabilities:									
Bonds and notes payable	1,565,000	15,025,000	260,000	75,000	1,000,000	140,000	55,000	2,500,000	20,620,000
Accrued interest payable	1,122,258	9,060,711	289,162	12,710	168,923	265,236	80,988	388,301	11,388,289
Amounts held on behalf of others	—	—	—	—	—	—	—	—	—
Accrued liabilities and other	1,447,716	6,590,579	—	—	—	—	26,006	203,060	8,267,361
Due to other funds	407,604	1,081,312	12,780	21,341	230,101	25,546	17,554	113,979	1,910,217
Total current liabilities	4,542,578	31,757,602	561,942	109,051	1,399,024	430,782	179,548	3,205,340	42,185,867
Noncurrent liabilities:									
Bonds and notes payable, net of current portion	51,030,000	381,349,183	13,660,000	2,710,000	52,055,000	15,500,000	5,170,000	74,630,000	596,104,183
Total liabilities	55,572,578	413,106,785	14,221,942	2,819,051	53,454,024	15,930,782	5,349,548	77,835,340	638,290,050
Net assets:									
Restricted for bond resolution purposes	16,168,584	132,322,197	423,281	2,373,348	6,661,687	(2,066,222)	118,587	25,513,321	181,514,783
Total net assets	\$ 16,168,584	132,322,197	423,281	2,373,348	6,661,687	(2,066,222)	118,587	25,513,321	181,514,783

See accompanying independent auditors' report.

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

Mortgage Loan Program Fund

Combining Schedule of Revenues, Expenses, and Changes in Fund Net Assets

Year ended June 30, 2007

	Multi-Family Housing Bonds	Multi-Family Program Bonds	Housing Bonds	Housing Finance Bonds	Multi-Family Variable Rate Demand Bonds	Multi-Family Housing Revenue Bonds	Multifamily Housing Revenue Bonds (Marywood)	Multifamily Bonds (Turnberry)	Affordable Housing Program Trust Fund Bonds	Inter-Account Eliminations	Total
Operating revenues:											
Interest and other investment income	\$ 4,384,176	1,290,264	3,014,164	63,534	114,246	482,426	42,042	8,735	1,663,287	—	11,062,874
Net increase (decrease) in fair value of investment	(2,535,369)	—	1,876,389	—	106	(1,487)	5,572	125	(21,899)	—	(676,563)
Total investment income	1,848,807	1,290,264	4,890,553	63,534	114,352	480,939	47,614	8,860	1,641,388	—	10,386,311
Interest earned on program loans	3,796,325	3,200,220	20,185,698	852,403	188,837	1,159,952	1,188,914	266,824	2,091,908	—	32,931,081
Federal assistance programs	63,597	—	4,959,617	—	—	—	—	—	—	—	5,023,214
Other	—	—	—	—	—	5,254,790	—	—	—	—	5,254,790
Total operating revenues	5,708,729	4,490,484	30,035,868	915,937	303,189	6,895,681	1,236,528	275,684	3,733,296	—	53,595,396
Operating expenses:											
Interest expense	5,481,178	3,470,069	16,741,165	873,371	156,435	2,037,225	801,559	243,900	5,099,368	—	34,904,270
Federal assistance programs	63,597	—	4,959,617	—	—	—	—	—	—	—	5,023,214
Professional fees	—	—	18,000	3,000	—	—	—	—	—	—	21,000
Financing costs	13,551	—	248,547	5,192	20,763	196,769	2,500	4,350	381,176	—	872,848
Provision for (reversal of) estimated losses on program loans receivable	—	—	(2,795,000)	—	(100,000)	—	285,000	—	(2,540,000)	—	(5,150,000)
Total operating expenses	5,558,326	3,470,069	19,172,329	881,563	77,198	2,233,994	1,089,059	248,250	2,940,544	—	35,671,332
Operating income	150,403	1,020,415	10,863,539	34,374	225,991	4,661,687	147,469	27,434	792,752	—	17,924,064
Transfers in	—	—	65,228,046	—	—	—	—	—	5,200,000	(65,228,046)	5,200,000
Transfers out	(65,228,046)	—	—	—	—	—	—	—	—	65,228,046	—
Total transfers	(65,228,046)	—	65,228,046	—	—	—	—	—	5,200,000	—	5,200,000
Change in net assets	(65,077,643)	1,020,415	76,091,585	34,374	225,991	4,661,687	147,469	27,434	5,992,752	—	23,124,064
Net assets at beginning of year	65,077,643	15,148,169	56,230,612	388,907	2,147,357	2,000,000	(2,213,691)	91,153	19,520,569	—	158,390,719
Net assets at end of year	\$ —	16,168,584	132,322,197	423,281	2,373,348	6,661,687	(2,066,222)	118,587	25,513,321	—	181,514,783

See accompanying independent auditors' report.

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

Mortgage Loan Program Fund
Combining Schedule of Cash Flows
Year ended June 30, 2007

	Multi-Family Housing Bonds	Multi-Family Program Bonds	Housing Bonds	Housing Finance Bonds	Multi-Family Variable Rate Demand Bonds	Multi-Family Housing Revenue Bonds	Multifamily Housing Revenue Bonds (Marywood)	Multifamily Bonds (Turnberry)	Affordable Housing Program Trust Fund Bonds	Inter-Account Eliminations	Total
Cash flows from operating activities:											
Receipts for program loans, interest and service fee	\$ 121,586,021	6,800,045	27,983,515	1,091,114	258,076	6,631,005	1,428,651	312,072	11,173,352	—	177,263,851
Payments for program loan:	(2,500,000)	—	(162,777,092)	—	—	—	—	—	—	—	(165,277,092)
Receipts for federal assistance program:	63,597	—	4,959,617	—	—	—	—	—	—	—	5,023,214
Payments for federal assistance program:	(63,597)	—	(4,959,617)	—	—	—	—	—	—	—	(5,023,214)
Payments to suppliers	(6,022,052)	(85,524)	(266,547)	(8,192)	(20,763)	(196,769)	(2,500)	(4,350)	(381,176)	—	(6,987,873)
Interest received on investment:	2,616,656	1,244,367	4,781,893	63,033	139,325	480,938	47,614	9,573	1,508,318	—	10,891,717
Payments for amounts held on behalf of other	—	—	(3,088,169)	—	—	—	—	—	—	—	(3,088,169)
Other receipts	—	—	5,295,456	—	—	—	—	—	—	—	5,295,456
Net cash provided by (used in) operating activities	115,680,625	7,958,888	(128,070,944)	1,145,955	376,638	6,915,174	1,473,765	317,295	12,300,494	—	18,097,890
Cash flows from noncapital financing activities:											
Proceeds from sale of revenue bonds and note	—	—	137,219,148	—	—	—	—	—	—	—	137,219,148
Principal paid on revenue bonds and note	(119,425,111)	(9,285,000)	(6,669,965)	(250,000)	(75,000)	(1,000,000)	(195,000)	(50,000)	(2,385,000)	—	(139,335,076)
Interest paid on revenue bonds and note:	(7,328,979)	(3,669,608)	(13,289,904)	(878,079)	(154,762)	(1,992,745)	(804,484)	(244,650)	(4,751,446)	—	(33,114,657)
Due to other funds	(470,946)	—	735,327	1,422	20,763	196,768	17,890	3,417	2,313	—	506,954
Due from other funds	—	157,752	(348,829)	—	—	—	—	—	—	—	(191,077)
Transfers in	—	—	65,228,046	—	—	—	—	—	5,200,000	(65,228,046)	5,200,000
Transfers out	(65,228,046)	—	—	—	—	—	—	—	—	65,228,046	—
Net cash provided by (used in) noncapita financing activities:	(192,453,082)	(12,796,856)	182,873,823	(1,126,657)	(208,999)	(2,795,977)	(981,594)	(291,233)	(1,934,133)	—	(29,714,708)
Cash flows from investing activities:											
Purchase of investments	(142,739,951)	(6,824,900)	(787,650,367)	(1,127,531)	(4,013,392)	(23,822,154)	(5,068,132)	(521,429)	(67,475,990)	—	(1,039,243,846)
Proceeds from sales and maturities of investment	219,475,178	11,678,634	733,266,741	1,108,233	3,848,255	19,724,370	4,549,963	495,820	57,190,029	—	1,051,337,223
Net cash provided by (used in) investing activities	76,735,227	4,853,734	(54,383,626)	(19,298)	(165,137)	(4,097,784)	(518,169)	(25,609)	(10,285,961)	—	12,093,377
Net increase (decrease) in cash and cash equivalents	(37,230)	15,766	419,253	—	2,502	21,413	(25,998)	453	80,400	—	476,559
Cash and cash equivalents at beginning of year	37,230	—	1,248,083	—	123,178	64,660	28,389	318	24,836	—	1,526,694
Cash and cash equivalents at end of year	\$ —	15,766	1,667,336	—	125,680	86,073	2,391	771	105,236	—	2,003,253
Reconciliation of operating income (loss) to net cash provided by (used in) operating activities											
Operating income	\$ 150,403	1,020,415	10,863,539	34,374	225,991	4,661,687	147,469	27,434	792,752	—	17,924,064
Adjustments to reconcile operating income to net cash provided by (used in) operating activities											
Interest expense	5,481,178	3,470,070	16,741,165	873,371	156,435	2,037,226	801,559	243,900	5,099,368	—	34,904,272
Depreciation and amortization	—	—	—	—	—	800,000	—	—	—	—	800,000
Provision for (reversal of) estimated losses on program loans receivable	(2,500,000)	—	(295,000)	—	(100,000)	—	285,000	—	(2,540,000)	—	(5,150,000)
Changes in assets and liabilities											
Investment income receivable	767,852	(45,897)	(108,660)	(501)	24,973	(1)	—	713	(133,070)	—	505,409
Program loans	117,684,420	3,599,824	(157,636,423)	239,482	68,852	(582,981)	236,516	45,030	8,862,490	—	(27,482,790)
Interest on program loans	105,273	—	157,148	(771)	387	(757)	3,221	218	187,232	—	451,951
Other liabilities	(6,008,501)	(85,524)	5,295,456	—	—	—	—	—	—	—	(798,569)
Other assets	—	—	—	—	—	—	—	—	31,722	—	31,722
Held on behalf of other:	—	—	(3,088,169)	—	—	—	—	—	—	—	(3,088,169)
Total adjustments	115,530,222	6,938,473	(138,934,483)	1,111,581	150,647	2,253,487	1,326,296	289,861	11,507,742	—	173,826
Net cash provided by (used in) operating activities	\$ 115,680,625	7,958,888	(128,070,944)	1,145,955	376,638	6,915,174	1,473,765	317,295	12,300,494	—	18,097,890

See accompanying independent auditors' report

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

Single Family Program Fund

Combining Schedule of Net Assets

June 30, 2007

	Homeowner Mortgage Revenue Bonds	Residential Mortgage Revenue Bonds	Total
Assets:			
Current assets:			
Cash and cash equivalents	\$ 5,091,499	530	5,092,029
Investment income receivable – restricted	1,982,023	8,389	1,990,412
Program loans receivable	16,835,000	—	16,835,000
Interest receivable on program loans	3,837,163	—	3,837,163
Total current assets	<u>27,745,685</u>	<u>8,919</u>	<u>27,754,604</u>
Noncurrent assets:			
Investments – restricted	249,450,265	453,276	249,903,541
Program loans receivable, net of current portion	755,610,464	—	755,610,464
Unamortized bond issuance costs	8,969,730	—	8,969,730
Real estate held for sale, net	795,564	—	795,564
Total noncurrent assets	<u>1,014,826,023</u>	<u>453,276</u>	<u>1,015,279,299</u>
Total assets	<u>1,042,571,708</u>	<u>462,195</u>	<u>1,043,033,903</u>
Liabilities:			
Current liabilities:			
Bonds and notes payable	81,585,000	—	81,585,000
Accrued interest payable	17,933,442	10,115	17,943,557
Accrued liabilities and other	1,802,846	—	1,802,846
Due to other funds	351,028	—	351,028
Total current liabilities	<u>101,672,316</u>	<u>10,115</u>	<u>101,682,431</u>
Noncurrent liabilities:			
Bonds and notes payable, net of current portion	<u>887,236,762</u>	<u>308,287</u>	<u>887,545,049</u>
Total liabilities	<u>988,909,078</u>	<u>318,402</u>	<u>989,227,480</u>
Net assets:			
Restricted for bond resolution purposes	<u>53,662,630</u>	<u>143,793</u>	<u>53,806,423</u>
Total net assets	<u>\$ 53,662,630</u>	<u>143,793</u>	<u>53,806,423</u>

See accompanying independent auditors' report.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

(A Component Unit of the State of Illinois)

Single Family Program Fund

Combining Schedule of Revenues, Expenses, and Changes in Fund Net Assets

Year ended June 30, 2007

		Homeowner Mortgage Revenue Bonds	Residential Mortgage Revenue Bonds	Inter-Account Eliminations	Total
Operating revenues:					
Interest and other investment income	\$	11,670,649	28,132	—	11,698,781
Net decrease in fair value of investments		(139,060)	(51)	—	(139,111)
Total investment income		11,531,589	28,081	—	11,559,670
Interest earned on program loans		38,691,113	—	—	38,691,113
Total operating revenues		50,222,702	28,081	—	50,250,783
Operating expenses:					
Interest expense		45,954,284	25,110	—	45,979,394
Professional fees		46,500	—	—	46,500
Financing costs		655,934	—	—	655,934
Total operating expenses		46,656,718	25,110	—	46,681,828
Operating income		3,565,984	2,971	—	3,568,955
Transfers in		2,392,874	67,305	(67,305)	2,392,874
Transfers out		(717,442)	—	67,305	(650,137)
Total transfers		1,675,432	67,305	—	1,742,737
Change in net assets		5,241,416	70,276	—	5,311,692
Net assets at beginning of year		48,421,214	73,517	—	48,494,731
Net assets at end of year	\$	53,662,630	143,793	—	53,806,423

See accompanying independent auditors' report.

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

Single Family Program Fund
Combining Schedule of Cash Flows
Year ended June 30, 2007

	Homeowner Mortgage Revenue Bonds	Residential Mortgage Revenue Bonds	Inter-Account Eliminations	Total
Cash flows from operating activities:				
Receipts for program loans, interest and service fees	\$ 104,026,128	—	—	104,026,128
Payments for program loans	(154,601,294)	—	—	(154,601,294)
Payments to suppliers	(471,916)	—	—	(471,916)
Interest received on investments	11,050,551	28,080	—	11,078,631
Net cash provided by (used in) operating activities	(39,996,531)	28,080	—	(39,968,451)
Cash flows from noncapital financing activities:				
Proceeds from sale of revenue bonds and notes	365,925,000	835	—	365,925,835
Principal paid on revenue bonds and notes	(200,628,609)	—	—	(200,628,609)
Interest paid on revenue bonds and notes	(44,618,983)	(25,110)	—	(44,644,093)
Due to other funds	(1,866,294)	(67,305)	—	(1,933,599)
Transfers in	2,392,874	67,305	(67,305)	2,392,874
Transfers out	(717,442)	—	67,305	(650,137)
Net provided by (used in) noncapital financing activities	120,486,546	(24,275)	—	120,462,271
Cash flows from investing activities:				
Purchase of investment securities	(785,041,673)	(301,941)	—	(785,343,614)
Proceeds from sales and maturities of investment securities	705,492,908	298,073	—	705,790,981
Net cash used in investing activities	(79,548,765)	(3,868)	—	(79,552,633)
Net increase (decrease) in cash and cash equivalents	941,250	(63)	—	941,187
Cash and cash equivalents at beginning of year	4,150,249	593	—	4,150,842
Cash and cash equivalents at end of year	\$ 5,091,499	530	—	5,092,029
Reconciliation of operating income to net cash provided by (used in) operating activities:				
Operating income	\$ 3,565,984	2,971	—	3,568,955
Adjustments to reconcile operating income to net cash provided by (used in) operating activities:				
Interest expense	45,954,284	25,110	—	45,979,394
Changes in assets and liabilities:				
Investment income receivable	(481,038)	(1)	—	(481,039)
Program loans	(88,897,405)	—	—	(88,897,405)
Interest on program loans	(368,874)	—	—	(368,874)
Other liabilities	230,518	—	—	230,518
Total adjustments	(43,562,515)	25,109	—	(43,537,406)
Net cash provided by (used in) operating activities	\$ (39,996,531)	28,080	—	(39,968,451)

See accompanying independent auditors' report.

APPENDIX B
DESCRIPTION OF FEDERAL SECTION 236 INTEREST RATE REDUCTION
PROGRAM AND SECTION 8 SUBSIDY PROGRAM

Federal Section 236
Interest Rate Reduction Program

The mortgage loans (the “Section 236 Mortgage Loans”) for some of the Financed Developments (the “Section 236 Developments”) are subject to the multi-family interest reduction subsidy program administered by HUD pursuant to Section 236 of the National Housing Act. The following is a brief description of the Section 236 Program, and is qualified in its entirety by reference to the National Housing Act and the regulations thereunder.

Section 236 of the National Housing Act provides for interest reduction payments to mortgage holders (“Section 236 Payments”) with respect to mortgages on rental housing projects designed for families of lower income (as determined by HUD) containing five or more dwelling units. No such payment may exceed the difference between the monthly payment for principal, interest, and mortgage insurance premium which the project owner as mortgagor is obligated to pay under the mortgage (or, if only a portion of the units in a project are subsidized, the allocable portion of the mortgage) and the monthly payment for principal and interest which such mortgagor would be obligated to pay if the mortgage were to bear interest at the rate of one percent per annum. For each dwelling unit in a project there must be established, with the approval of HUD (i) a basic rental charge, determined on the basis of operating the project with payments of principal and interest due under a mortgage bearing interest at the rate of one percent per annum and (ii) a fair market rental charge, determined on the basis of operating the project with payments of principal, interest, and any mortgage insurance premium which the mortgagor is obligated to pay under the mortgage covering the project. The rental for each dwelling unit must be at such basic rental charge or such greater amount, not exceeding the lesser of (a) such fair market rental charge, or (b) the actual rent paid for a comparable unit in comparable unassisted housing in the market area in which such housing is located, up to 30 percent of the tenant’s income. Tenants whose income increases above the levels established by HUD after initial occupancy are permitted to remain at increased rentals, however, such “excess rental charges” must be paid by the Owner to HUD in some cases, as is discussed below.

An additional “deep subsidy” entitled “Rental Assistance Payments” (“RAP”) was established in 1975 under Section 236(f)(2) of the National Housing Act. The RAP program is designed to assist tenants in Section 236 Developments who cannot afford to pay basic rent. The owner of an eligible Section 236 rental project may receive RAP payments from HUD on a specified percentage of dwelling units in the project. Such payments may be made in an amount equal to the difference between the basic rental of a dwelling unit and 30 percent of an eligible tenant’s monthly income. Tenant eligibility for Rental Assistance Payments is based only on income, which must be less than the applicable HUD designated income limit for the area. RAP payments are limited by contract authority on an individual project basis. Each such contract may or may not be sufficient to fully accommodate increased rents. Tenants in Section 236 Developments may also receive subsidies under the Section 8 subsidy program.

Certain Terms of the Section 236 Contracts

The interest reduction payment agreements with HUD (the “Section 236 Contracts”) provide for the payment of the Section 236 Payment for a period of not more than 50 years from the date of the initial Section 236 Payments with respect to the applicable Section 236 development. Generally, the expiration dates of the Section 236 Contracts for the Section 236 Mortgage Loans relating to the Section 236 Developments financed directly or indirectly by the 2007 Series C Bonds are approximately coterminous with the maturity of the underlying mortgages.

Reduction and Termination of Section 236 Payments

Each Section 236 Mortgage provides that the mortgagor must maintain hazard insurance on the Section 236 Development with such coverage and in such amounts as are satisfactory to the Authority and such that in the event of any damage to the Section 236 Development all insurance proceeds are payable to the Authority. In addition, the Authority has responsibility for determining appropriate coverage amounts for insurance policies and application of proceeds thereof. In the event any dwelling unit is destroyed or rendered uninhabitable by reason of fire or any other insured risk, the Authority has the right to determine if the proceeds of insurance will be used as a prepayment under the Section 236 Mortgage or to assure that the Section 236 Development is restored or rehabilitated through application of such insurance proceeds. In the event the Authority determines that such restoration or rehabilitation is not appropriate, HUD payments may be reduced to the extent applicable to such dwelling unit.

Foreclosure. Pursuant to the Section 236 Contracts, HUD will not terminate Section 236 Payments thereunder upon the institution by the Authority of a foreclosure proceeding (or other proceeding in lieu of foreclosure) if a foreclosure proceeding is instituted by the Authority subject to the continuing lien of the mortgage and the project is acquired by a purchaser eligible to be an owner under Section 236.

Acquisition by Ineligible Owner. HUD may terminate Section 236 Payments with respect to any project if the project is acquired by any owner who is not an eligible mortgagor under Section 236. Each owner has covenanted in the Section 236 Contract not to sell, convey, or transfer such development except to a mortgagor that is eligible under Section 236 and approved by the Authority.

Certain Mortgagor Covenants. Each mortgagor covenanted in its Section 236 Contract to limit admission to the subsidized dwelling units of a project to those families whose incomes do not exceed the lower of the Authority’s limits or the applicable limits prescribed by the Secretary. The Secretary has the authority to suspend or terminate Section 236 Payments at any time upon default by the mortgagor under any of the covenants contained in the Section 236 Contracts or upon any other default by the mortgagor or the Authority under the terms and conditions of the Section 236 Contracts.

Forbearance and Deferment of Mortgage Repayments. Under the Section 236 Contracts, the Authority has covenanted not to agree to the forbearance or deferment of any payment due under a Section 236 Mortgage Loan without the prior written approval of HUD.

Prepayment of Section 236 Mortgage Loans

Generally, as a matter of federal law, Section 236 Mortgage Loans permit prepayment after 20 years from the date of occupancy. Beginning in 1987, federal legislation imposed significant restrictions on such prepayments; however, current law permits prepayment, subject to compliance with certain tenant notice and protection requirements and, where applicable, approval of the mortgagee. Notwithstanding the changes in federal policy toward prepayment, prepayment of the Section 236 Mortgage Loans is subject to certain restrictions imposed by the Authority. See “Mortgage Loans — Mortgage Prepayments.”

Set-Off Rights of the United States

Under federal law, the United States Government may have the right to set off liabilities of the Authority to the United States against the amounts payable under Section 236 Contracts.

Calculation of Excess Rental Charges

Each owner is required to remit monthly to HUD all “excess rental charges” collected by the owner. Prior to April, 1996, “excess rental charges” subject to this requirement were collected on an aggregate basis; that is, excess rental charges were determined as the amount of rent collected in excess of the sum of the basic rents for all occupied units. This method allowed an owner to deduct collection losses in calculating the amount of excess rental charges to be submitted.

Section 236 has been amended to require that, beginning in 1996, “excess rental charges” are to be calculated on a “unit-by-unit” basis (i.e., the sum of all “excess rental charges” collected, without reduction for collection losses on other units). However, under legislation first enacted in 1999, developments that are assisted under Section 236 are permitted to retain some or all of such excess income if authorized to do so by HUD. Otherwise, such payments must be remitted to HUD. The Authority’s cash flow analysis assumes that the “unit-by-unit” rule will be applied.

Decoupling Program

Congress passed legislation in 1999 (the “1999 Act”) that permits owners of Section 236 Developments to refinance their mortgages (if such mortgages are otherwise eligible for prepayment) while retaining the Section 236 subsidy. HUD program guidelines implementing this legislation describe this as “decoupling” the subsidy from the original mortgage loan. Among other things, in order to benefit from the decoupling program, the development owner must agree to enforce the income restrictions applicable to tenants in the development for a period ending five years beyond the term of assistance under the Section 236 Contract. Under the program, HUD enters into a new Section 236 Contract with the development owner and the mortgagee pursuant to which the subsidy is continued and the new financing is approved. HUD exercises considerable discretion in implementing the program. Section 236 Contracts executed pursuant to the decoupling program may have terms different from those described herein for the program generally.

Section 8 Subsidy Program

Some of the Financed Developments (the “Section 8 Developments”) are the subject of housing assistance payments on behalf of eligible tenants under the Section 8 Housing Assistance Payments Program for new construction and substantial or moderate rehabilitation (the “Section 8 Program”). The following is a summary of such programs; it does not purport to be comprehensive or definitive, and it is qualified in its entirety by the statutes, regulations and agreements referred to in this summary.

Section 8 of the United States Housing Act of 1937, as amended (the “1937 Housing Act”), provides for the payment by HUD of a federal rental subsidy for the benefit of low income families (defined generally as families whose income does not exceed 80 percent of the median income for the area as determined by HUD) and very-low income families (defined generally as families whose income does not exceed 50 percent of the median income for the area as determined by HUD). Subsidy payments are made to or for the account of the owner of dwelling units occupied by low income and very-low income families. Provision is made under the 1937 Housing Act and HUD regulations thereunder for administration of the Section 8 Program through state housing finance agencies, including the Authority. Under this arrangement, the state housing finance agency agrees to pay the subsidy to or for the account of the owner and concurrently contracts with HUD for payment of the subsidy by HUD to the state housing finance agency. With respect to the new construction or substantial rehabilitation program, the regulations permit the state housing finance agency to exercise a high degree of program responsibility for developments without federal mortgage insurance, such as selection of the developer, approval of design and construction quality, site selection, and determination of economic feasibility and marketability, subject to audit and review by HUD to assure compliance with federal requirements and objectives.

Eligible Tenants. An eligible tenant for a Section 8-assigned unit is a family or an individual whose income, determined in accordance with HUD schedules and criteria, does not exceed the income limits prescribed by HUD for the area in which the development is located. Under existing HUD regulations, the income limit is generally fifty percent (50%) of the area’s median income, with further adjustment for the size of the tenant’s family and regional economic conditions; although tenants in up to twenty five percent (25%) of units (fifteen percent (15%) for developments with HAP contracts dated after October 1, 1981) may have incomes up to eighty percent (80%) of the area’s median income, as adjusted by HUD. Recent legislation also requires that not less than forty percent (40%) of the dwelling units that become available for occupancy in any fiscal year shall be available for leasing only by families whose annual income does not exceed thirty percent (30%) of area median income (as determined by HUD and adjusted for family size) at the time of admission.

Subsidy Contracts. Under the Section 8 Program, three principal contracts are executed. The Authority enters into an Agreement to Enter Into Housing Assistance Payments Contract (“AHAP”) with the developer or owner of the development to be constructed or rehabilitated. The AHAP is approved by HUD, except that HUD approval is not required under the Section 8 Program for moderate rehabilitation. Subject to certain conditions, the AHAP commits the owner and HUD to enter into a Housing Assistance Payment Contract (“HAP Contract”) upon completion and acceptance of the development, providing for payment by the state housing

finance agency of housing assistance payments to or for the account of the owner. At the same time that the AHAP is executed, or prior to the execution of the AHAP for the moderate rehabilitation program, the state housing finance agency and HUD execute an Annual Contributions Contract ("ACC") which provides for the payment to the Authority by HUD of the subsidy which the Authority is to pay to or for the account of the owner under the proposed HAP Contract. ACCs under the moderate rehabilitation program do not relate to a specific development. The HAP Contract must be submitted to HUD for approval and its effective date may not precede submission to HUD of certification as to completion of the development, except that HUD approval of the HAP Contract is not required under the moderate rehabilitation program. The HAP Contract may be executed with respect to separate stages of a development completed at different times.

Certain Terms of the Subsidy Contracts. A development financed by bonds or notes of the Authority during its construction is not eligible to receive Section 8 subsidy payments with respect to eligible dwelling units until a certification of completion has been furnished. The HAP Contracts provide for the payment of the Section 8 subsidy for a period of not more than 40 years or, in the case of most developments that are the subject of more recently executed HAP Contracts, 30 years and as short a period as 20 years from the date of the initial HAP Contract with respect to the applicable portion of the development. In the case of the Section 8 Program for moderate rehabilitation, the HAP Contracts provide for the payment of the Section 8 subsidy for a period of not more than 15 years from the date of the initial HAP Contracts.

Initial Amount of Subsidy. In connection with any Section 8 Developments, Section 8 subsidies are based upon the "Contract Rents" applicable to subsidized dwelling units.

The amount of the subsidy payable to the account of the owner with respect to a unit under a HAP Contract is the applicable rent established in the HAP Contract for such unit (the "Contract Rent") less the payment, if any, required to be made to the owner by the tenant as determined by HUD. The tenant payment is generally equal to 30 percent of family income. Thus, the total rental income from Section 8 housing units payable to or for the account of the owner is equal to the Contract Rent, part being paid by the tenants directly to the owner and the remainder being paid by HUD to the owner in the form of housing assistance payments. The proportion of the Contract Rent actually paid by HUD and that actually paid by tenants will vary depending upon tenant income.

Limitations on Subsidy-Vacancies. Generally, the Section 8 subsidy is payable with respect to the assisted dwelling unit only when it is occupied by a low income or very-low income family. However, the law and the regulations provide for the payment of the subsidy under certain limited circumstances when the dwelling is not occupied.

A subsidy amounting to 80% of the Contract Rent is payable for a vacancy period of sixty days (a) during the rent-up period following completion of the development or a stage of the development, and (b) upon occurrence of a vacancy in an assisted dwelling unit after it is initially rented, subject in each case to compliance by the owner with certain conditions relating primarily to a diligent effort to rent the subsidized unit. Such payments may continue for an additional 12-month period in an amount equal to the debt service attributable to the unit contingent upon, among other things, the additional conditions that the unit is in decent, safe and

sanitary condition during the vacancy period, that the owner has taken and continues to take all feasible action to fill the vacancy, that the development is not providing the owner thereof with revenues at least equal to the costs incurred by such owner, that the amount of the payments requested is not in excess of that portion of the deficiency which is attributable to the vacant unit for the period of the vacancy and that there is a reasonable prospect that the development can achieve financial soundness within a reasonable time.

Adjustments of Contract Rents. The statute and applicable regulations contain various provisions for review and readjustment of the amount of the Contract Rents upward or, in certain limited cases discussed below, downward, subject to the limitation that no adjustment shall result in a material difference between the rents charged for subsidized and comparable non-subsidized dwelling units, as further described below.

Each HAP Contract provides for certain adjustments in Contract Rents. At least annually, HUD publishes an Annual Adjustment Factor (“Annual Adjustment Factor” or “AAF”), which is intended to reflect changes in the fair market rent established in the housing area for similar types and sizes of dwelling units; interim revisions may be made where market conditions warrant. Upon request from an owner to the Authority, the AAF is applied on the anniversary date of the HAP Contract to Contract Rents, *provided* that no adjustment may result in a material difference between the rents charged for subsidized and comparable non-subsidized dwelling units except to the extent that the differences existed with respect to the Contract Rents set forth at the time of the HAP Contract execution or cost certification where applicable. (The difference that existed between the Contract Rent for a unit at HAP Contract execution and the rent on comparable unassisted units is generally referred to by HUD as the “initial difference” in Contract Rents.) In addition, provision is made in the regulations for special additional adjustments to reflect increases in actual and necessary expenses of owning and maintaining the subsidized units that have resulted from substantial general increases in real property taxes, assessments, utility rates and utilities not covered by regulated rates, if the owner demonstrates that the automatic annual adjustments have not provided adequate compensation. Under current law (Section 8(c)(2)(C) of the 1937 Housing Act), “[t]he Secretary may not reduce the Contract Rents in effect on or after April 15, 1987, for newly constructed, substantially rehabilitated, or moderately rehabilitated projects assisted under the section . . . unless the project has been refinanced in a manner that reduces the periodic payments of the owner.”

Notwithstanding the foregoing, if the Contract Rents for a development exceed the applicable HUD fair market rents (“FMR’s”) (plus any initial difference), then Contract Rents cannot be increased beyond comparable market rents (plus the initial difference) as determined by independent appraisals of at least three comparable local developments submitted by the Borrower. In addition, the AAFs for Section 8 units which experienced no turnover in tenants since their preceding HAP Contract anniversary date will be one percentage point less than the AAFs that would otherwise apply.

There can be no assurance that increases in Contract Rents, if any, will result in revenues sufficient to compensate for increased operating expenses of the Section 8 Developments.

Reduction of Number of Subsidized Dwelling Units. Failure to make available for occupancy by eligible families the total number of units for which assistance is committed under

the HAP Contract may result in a reduction in the number of subsidized dwelling units in a development. To ensure that the number of subsidized units will not be reduced, the owner must (i) conduct marketing in accordance with Section 8 regulations; (ii) make a good faith effort to lease the units to eligible families; and (iii) accept any eligible family except for reasons acceptable to the Authority. The Authority may require owners of Section 8 Developments to maintain the full amount of subsidized units, but has not covenanted with the holders of Bonds to do so.

Funding of Increases in Subsidy. Funds for the payment of increased subsidies which may result from the adjustments described in the second paragraph under “Adjustment of Contract Rents” above are to be obtained in two ways. Provision is made in the 1937 Housing Act for the crediting by HUD to a project account in respect of each subsidized development of the amount by which the Contract Rents in effect from time to time exceed the actual subsidy paid by HUD (this amount is, in effect, the equivalent of the amount of rent paid by the tenants). The amount of increases in the subsidy payable by reason of increases in the Contract Rent resulting from the adjustments described in such paragraph will initially be drawn from amounts credited to this account. The regulations provide that when the HUD-approved estimate of required annual subsidy payments exceeds the maximum annual ACC commitment then in effect and would cause the amount in such reserve account to be less than 40 percent of such maximum annual ACC commitment, HUD shall take such additional steps authorized by subdivision (c)(5) of Section 8 (quoted below) as may be necessary to obtain funds to assure that payment will be adequate to cover increases in Contract Rents and decreases in tenant rents. Subdivision (c)(5) of Section 8 provides:

“The Secretary [of HUD] shall take such steps as may be necessary, including the making of contracts for assistance payments in amounts in excess of the amounts required at the time of the initial renting of dwelling units, the reservation of annual contributions authority for the purpose of amending housing assistance contracts, or the allocation of a portion of new authorizations for the purpose of amending housing assistance contracts, to assure that assistance payments are increased on a timely basis to cover increases in maximum monthly rents or decreases in family incomes.”

Pledge of Subsidy. The regulations permit an owner to pledge the federal subsidy payments as security for the mortgage loan for the development. Prior to any disbursement of a mortgage loan for a development which is to be subsidized under Section 8, the Authority requires the owner of the development to enter into an agreement to pledge such federal subsidy payments as security for the mortgage loan on the development.

Foreclosure. The regulations provide that in the event of foreclosure, or assignment or sale of the Section 8 Development in lieu of foreclosure, or in the event of an assignment or sale approved by HUD (which approval shall not be unreasonably delayed or withheld), subsidy payments will continue in accordance with the HAP Contract.

Under each ACC, annual contributions are paid monthly into a special account maintained by the Authority for the receipt of Section 8 payments. To the extent such subsidy payments are sufficient, the Authority retains an amount up to the current payment due from the owner on the mortgage loan and any amounts necessary to fund the reserves required to be

maintained by the owner with respect to the development, and disburses any remainder to the owner.

Compliance with Subsidy Contracts. The AHAP, the ACC and the HAP Contract contain numerous agreements on the part of HUD, the Authority and the owner, including the obligation to maintain the development as decent, safe and sanitary housing and compliance with a number of additional requirements (such as nondiscrimination, equal employment opportunity, relocation, pollution control and labor standards) as to which noncompliance by either the Authority or the owner, or both, might endanger the payment of the federal subsidy. Reference is made to the complete texts of these agreements, the forms of which are available for inspection at the offices of the Authority.

Prior to any disbursement of a mortgage loan for a development which is to be subsidized under Section 8, the Authority enters into a regulatory arrangement with the owner requiring the owner to take or refrain from taking action as necessary to maintain eligibility for Section 8 subsidies for assisted dwelling units in the development during the term of the mortgage loan.

The regulations which apply to moderate rehabilitation under Section 8 differ, in certain respects, from those for new construction and substantial rehabilitation. Among such differences, the moderate rehabilitation regulations provide that: (1) Fair Market Rent was initially determined by a different HUD schedule; (2) the initial Contract Rent may exceed Fair Market Rent by a maximum of 20 percent, but only when justified by increased costs during rehabilitation; (3) the HAP Contract must be for a term of not more than 15 years; (4) the ACC is entered into between HUD and the Authority for the overall dollar amount and number of units and does not relate to specific developments; (5) contracts between the owners and the Authority are not subject to HUD approval; (6) only the owner may pledge subsidy payments as security; and (7) with respect to vacancies, the owner may receive a housing assistance payment in the amount of 80 percent of the Contract Rent for a vacancy period not exceeding one month following the month in which the unit is first vacated.

Expiring HAP Contracts and Related Legislation

Until 1997, there was substantial uncertainty as to what would happen to Section 8 developments upon the expiration of their HAP Contracts at the end of their terms. HUD's Fiscal Year 1998 Appropriations Act, Pub. L. 105-65, signed into law on October 27, 1997, included within it the "Multifamily Assisted Housing Reform and Affordability Act of 1997 (the "1997 Act"), which has been further amended since. The 1997 Act implements a "Mark-to-Market" program, pursuant to which many FHA-insured Section 8 developments with expiring HAP Contracts and above-market rents are eligible for restructuring plans, and, upon restructuring, may receive continuing Section 8 assistance. These restructuring plans may include refinancing and/or partial prepayment of mortgage debt, intended to permit the reduction of Section 8 rent levels to those of comparable market rate properties or to the minimum level necessary to support proper operations and maintenance.

The 1997 Act provides, however, that no restructuring or renewal of HAP Contracts will occur if the owner of a project has engaged in material adverse financial or managerial actions with respect to that project or other federally assisted projects, or if the poor condition of the

project cannot be remedied in a cost effective manner. In addition, the 1999 Act provided for a new program for preservation of Section 8 developments (including Section 236 Developments that have project based HAP Contracts) that allows increases in Section 8 rent levels for certain developments that have below market rents, to market or near market rate levels (the “Mark-up-to Market Program”).

The restructuring (or expiration and renewal of HAP Contracts) is designed also to result in a change from “project-based” to “tenant-based” Section 8 payments in many cases. In the former circumstance, the Section 8 HAP Contract is associated with a particular development and the units therein, and when a tenant moves from the development, the successor tenant, assuming that he or she is within the applicable income limits, will receive the benefit of the Section 8 payments. With “tenant-based” assistance, the Section 8 subsidy is associated with a particular tenant, and when that tenant moves from the development, the successor tenant will not receive the benefit of Section 8 payments.

Although the primary focus of the Mark-to-Market Program is developments that have FHA-insured mortgages with terms ranging from 30 to 40 years and which have Section 8 HAP Contracts with substantially shorter terms, the 1997 Act contains distinct mortgage restructuring and HAP Contract renewal and contract rent determination standards for Section 8 developments for which the primary financing or mortgage insurance was provided by a state or local government, or a unit or instrumentality of such government. Upon the request of the owner of such a development, HUD is currently required to renew an expiring HAP Contract (absent certain actions or omissions of an owner or affiliate and subject to certain verifications). Under current HUD policy, renewals are expected to be made for an initial term of from one to five years, with initial rents at the lesser of: (1) existing rents adjusted by an Operating Costs Adjustment Factor (“OCAF”) established by HUD, (2) a budget-based rent determined by HUD, or (3) in the case of certain “moderate rehabilitation” Section 8 HAP Contracts, the lesser of (x) existing rents, adjusted by an operating cost factor determined by HUD, (y) existing fair market rents (less any amounts retained for tenant purchased utilities), or (z) comparable market rents for the market area. Under current law, future rent adjustments for renewal contracts will be determined using an OCAF or a budget-based adjustment. While it is anticipated that any such adjustment will be structured so as to take due account of debt service requirements, there can be no assurance that rent adjustments will provide for contract rents adequate to pay principal and interest on Bonds. More generally, there can be no assurance that future policies or funding levels will continue to make renewals and rent adjustments available on the same terms as are currently anticipated. Renewal contracts are also subject to annual Congressional appropriations.

Under the amendments effected by the 1999 Act, Section 8 developments with FHA-insured mortgages for which the primary financing was provided by a unit of state or local government, such as the Authority, are subject to the Mark-to-Market program unless implementation of a mortgage restructuring plan would be in conflict with applicable law or agreements governing such financing. To the extent any such state and local government financed Section 8 developments with FHA-insured mortgages are determined not to qualify for the Mark-to-Market program, such developments would be treated in the same manner as other Section 8 developments, as discussed above, that do not have FHA-insured mortgages. To the extent any such Section 8 developments are determined to be eligible for the Mark-to-Market

program, all or a portion of the debt for such developments may be prepaid as part of a restructuring agreement.

Contract rents under the 1997 Act may be significantly lower than the current Section 8 contract rents in Section 8 developments, and the corresponding reduction in Section 8 Housing Assistance Payments for such developments could materially adversely affect the ability of the owners of such developments to pay debt service on the mortgage loans. Any termination or expiration of HAP Contracts, without renewal or replacement with other project-based assistance (whether due to enactment of additional legislation, material adverse financial or managerial actions by a mortgagor, poor condition of the project or other causes) could also have a material adverse impact on the ability of the related Section 8 developments to generate revenues sufficient to pay debt service on the mortgage loans. A default under an FHA-insured mortgage would result in a claim for payment of mortgage insurance benefits. See “APPENDIX C — DESCRIPTION OF FHA MORTGAGE INSURANCE PROGRAM.”

While the 1997 Act generally allows owners to renew project-based HAP Contracts (absent certain material adverse conduct or conditions), owners are not required to renew HAP Contracts beyond their initial expiration – or the expiration of a renewal term. Upon an election not to renew a HAP Contract owners are required to provide certain notices and transitional tenant protections.

Substantially all of the Section 8 Developments do not have FHA-insured mortgages and have HAP Contracts which are generally coterminous with their mortgages. Accordingly, those Section 8 Developments will not be subject to having their mortgages restructured under the 1997 Act. One of the Section 8 Developments have FHA-insured mortgages and HAP Contracts which expire before the maturity of the related mortgages. This development may be subject to restructuring. In such event, the FHA-insured mortgages may be subject to prepayment in whole or in part and to refinancing, each of which events could lead to a partial redemption of the 2007 Series C Bonds. It is the policy of the Authority to encourage and facilitate the retention of these Section 8 Developments as affordable housing, and the Authority undertakes no obligation to the holders of the 2007 Series C Bonds to take or refrain from taking any action with respect to the Section 8 Developments, such as refinancing, in order to reduce the likelihood or amount of any such partial redemption.

HUD’s Office of General Counsel (OGC) has expressed the opinion that certain language used in the form of HAP Contract in use prior to February 1980 (the so called “Old Regulation Section 8 Developments”), for State Agency projects with mortgages that were not insured by FHA, has the effect of terminating those HAP Contracts upon refinancing of the related project mortgages. While only expressed in the form of an internal memorandum, this opinion has been communicated by HUD to the public. The position expressed in the opinion has not been promulgated in any official form, nor has HUD taken any action to impose consequences that might arise from the opinion on projects that were previously refinanced. The Authority has determined that approximately 37 of the Old Regulation Section 8 Developments which it has financed have been refinanced in a fashion that might cause a termination of the related HAP Contracts under such OGC opinion.

Were HUD to stop HAP payments to affected projects and/or attempt to recover previously made payments, such action could adversely affect project income, the Authority's revenues from those projects and, as a consequence thereof, the Authority's financial position. However, in Congressional testimony and in public discussions with industry participants, HUD officials have expressed the desire to prevent its position regarding the pre-1980 HAP form contract language from having an adverse impact upon the affected projects and State Agencies. In addition, HUD has offered to approve an amendment to the affected HAP Contracts that would amend the language at issue to clarify that the term of the form HAP Contract extends to the originally scheduled maturity date of the original HFA financing. Of the 37 Authority-financed Old Regulation Section 8 Developments that have refinanced, 35 of these projects have executed such amendments, and these amendments have been acknowledged by HUD. Further, while it is not possible to predict with certainty the outcome of any litigation, the Authority has been advised by counsel that if HUD were to attempt to recover previously made payments under the HAP Contracts related to these projects, HUD would be unlikely to prevail.

Information regarding the HAP Contracts for certain of the Section 8 Developments may be found under "FINANCED DEVELOPMENTS — Description of Financed Developments."

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX C

DESCRIPTION OF FHA MORTGAGE INSURANCE PROGRAM

The following is a brief description of the multi-family mortgage insurance program administered by HUD, acting through FHA, pursuant to Section 221(d)(4) of Title II of the National Housing Act of 1934, as amended (the “National Housing Act”). The description does not purport to be comprehensive or definitive, and is qualified in its entirety by reference to the National Housing Act and the regulations thereunder. FHA insurance benefits under the program are available only if the mortgagee of record is an FHA-approved mortgagee. The Authority is an FHA-approved mortgagee. The Authority has covenanted in the series resolutions pursuant to which FHA-insured developments were financed to take all action reasonably necessary to maintain FHA mortgage insurance (and to refrain from taking any action inconsistent with maintaining FHA mortgage insurance) including, if necessary, paying the insurance premiums and providing all notices of default to FHA. The Authority has also covenanted in the series resolutions pursuant to which FHA-insured developments were financed that, upon becoming eligible to receive FHA mortgage insurance benefits, the Authority will promptly elect to assign and will assign the applicable mortgage(s) to FHA, or in the event the Authority receives title to any such development, to convey title as soon as practical in settlement of its claim for mortgage insurance, and will request a cash settlement for its claim. The Authority has also covenanted in the series resolutions pursuant to which FHA-insured developments were financed that, in enforcing its rights with respect to FHA-insured Mortgage Loans, it will ask to receive or preserve for later claims the maximum amount of FHA mortgage insurance proceeds and will carry out its duties under the Resolution, to the extent possible, consistent with HUD regulations. Similarly, the series resolutions pursuant to which FHA-insured developments were financed prohibit Resolution amendments which conflict with HUD regulations and direct that the Resolution be construed to the extent possible to avoid such conflict.

FHA Insurance Processing

Applications for insurance commitments under the FHA insurance program may undergo several processing stages. Initial FHA project evaluation typically results in the issuance of feasibility letters for rehabilitation and site and market analyses and/or conditional commitment letters for new construction. These letters set forth basic project characteristics including unit composition, estimated revenue and expenses, total replacement cost, mortgage amount, and estimated equity and working capital required for closing. These letters serve as requests for firm commitment applications based on initial project underwriting. They do not preclude adjustments deemed necessary by FHA or the sponsor prior to issuance of a firm commitment. The mortgagee must receive a firm commitment from FHA for insurance of advances prior to receiving FHA insurance at the time of initial endorsement. Issuance of the firm commitment evidences FHA’s approval of the application for mortgage insurance for the proposed development and establishes the terms and conditions upon which the mortgage loan will be insured. FHA’s multi-family mortgage insurance program provides for either insured advances or insurance upon completion of the project.

HUD regulations require that the mortgagee pay an annual mortgage insurance premium to FHA in an amount determined by HUD within a range of 1/4 of 1 percent to 1 percent of the

outstanding principal balance of the mortgage loan. Mortgage insurance premiums are collected by the mortgagee on a monthly basis and remitted to FHA annually. FHA imposes a late charge on the mortgagee in the event it fails to pay the mortgage insurance premium in a timely manner, which charge may not be imposed on the owner. Failure to pay the premium may result in a loss of insurance.

After receipt of the firm commitment, the owner proceeds to initial closing of the mortgage loan. At the initial closing the owner executes a standard form of FHA mortgage note evidencing the mortgage loan and an FHA standard form of mortgage securing the mortgage note. Concurrently with the execution of the mortgage and mortgage note, FHA initially endorses the mortgage note for mortgage insurance and funds are advanced to provide for initial fees and expenses, including land acquisition costs, title costs, design architect, attorney, inspection and other related fees and expenses. The firm commitment requires that initial endorsement take place within a stated time period which may be extended with approval from FHA.

Construction and Rent-Up

Construction of the development is required to proceed in accordance with the FHA standard form of Building Loan Agreement. See “The Mortgage Loan Documents — *Building Loan Agreement*” in this Appendix. During construction, a licensed inspecting architect hired by the owner and an FHA inspector make periodic inspections to ensure on-site conformity with FHA-approved plans and specifications. Under the Building Loan Agreement, funds are disbursed on a percentage of completion basis with periodic requisitions for advance of funds. Prior to any disbursement, certain conditions must be satisfied, including the completion of certain inspections of the construction, the submission and approval of certain documentation of construction work progress and compliance with the approved plans and specifications and the provision of updated title evidence satisfactory to the mortgagee and FHA and others. Each advance will be insured by FHA upon disbursement in accordance with HUD regulations. Disbursements of advances continue for only so long as the owner is not in default under the mortgage and otherwise complies with the requirements for disbursements.

Construction Changes. Changes in the plans and specifications originally approved by FHA at initial endorsement must be approved in writing by the owner, the owner’s architect, FHA and the mortgagee (as well as the bonding company providing the contractor’s payment and performance bond where such bonds are required and the scope of the change warrants prior approval). In the event of a change order which will result in net increases in construction costs, the mortgagee is required to collect the amount of such expected increase from the owner prior to disbursement of the next advance unless FHA waives the requirement. Such funds may be disbursed to the owner and contractor as the additional work contemplated by the change order progresses and is approved by FHA.

Cost-Certification. Prior to final closing and final endorsement, the owner and the contractor must submit cost-certifications prepared by independent public accountants for FHA approval. After reviewing such certified cost, FHA determines the amount of the “maximum insurable mortgage.” In the event that the maximum insurable mortgage amount is less than the amount of the mortgage note at initial endorsement, the mortgage note will be reduced. In the

event that the maximum insurable mortgage is in excess of the amount of the note at initial endorsement, the mortgage note may under certain circumstances be increased with the consent of the mortgagee and FHA.

Development Rent-Up. As the construction of a development nears completion, the owner begins to market those units which are available for occupancy. In certain developments, it may be possible to rent some of the units which have been completed prior to the completion of the entire development.

HUD regulations require a certificate of occupancy from appropriate local governing bodies and a multi-peril liability insurance policy from the owner prior to the occupancy of any unit in a development.

Final Endorsement for Insurance. Final endorsement of the mortgage note occurs only after cost-certification is completed. Increases in the maximum insurable amount of the mortgage loan approved by FHA and the mortgagee are funded at this time. Amounts remaining to be advanced under the mortgage will be disbursed, contingent upon FHA approval, upon the receipt of acceptable title insurance endorsements and the fulfillment of certain other obligations of the owner. FHA and the mortgagee review the final closing documents and the mortgage note is finally endorsed upon a determination by the mortgagee and FHA that all requirements for final endorsement have been satisfied.

The Mortgage Loan Documents

The FHA-insured Mortgage Loans financed with the proceeds of Outstanding Bonds were made pursuant to certain standard form FHA documents which are hereinafter generally described.

Building Loan Agreement. The standard form FHA Building Loan Agreement which is entered into between a development owner and a mortgagee requires, among other things, that a development be completed in accordance with plans and specifications approved by FHA and the mortgagee, that any changes in the drawings and specifications, and any changes by way of altering or adding to the work contemplated or orders for extra work must be approved by the architect and any changes which will result in a net construction cost increase, or will change the design concept, or will result in a net cumulative construction cost decrease, may be effected only with the prior written approval of the mortgagee and FHA, that under such conditions as either the mortgagee or FHA may establish, advances for construction are to be made only for work completed and accepted by FHA, together with the value of materials and equipment not incorporated in the work but delivered to and suitably stored at the project site, subject to a 10 percent hold back until a final inspection report indicates “substantial” completion of the development, and that all advances are subject to prior approval of the mortgagee and FHA.

Assurance of Completion. Pursuant to HUD regulations, the Authority as mortgagee will require the mortgagor and general contractor for each development to execute a standard form FHA construction contract. Under the contract, the general contractor agrees to complete construction of the development in accordance with plans and specifications approved by FHA.

In order to assure completion of construction, the general contractor is required to provide either a payment and performance bond in an amount approved by FHA and the Authority or to enter into a completion assurance agreement with the Authority secured by a deposit of cash or an unconditional, irrevocable letter of credit in favor of the Authority.

Regulatory Agreement. The owner of a development, or, if the owner is a land trust, the owner and the beneficiary of the land trust, enters into a Regulatory Agreement with FHA which sets forth certain of the owner's obligations in connection with the management and operation of a development.

Pursuant to the Regulatory Agreement, the owner must establish a reserve fund for replacements. The reserve fund for replacements will be funded by monthly payments by the owner in the amount established by FHA. Moneys in such fund may be disbursed, with prior FHA approval, to effect replacement of structural elements or mechanical equipment of the development or for any other purpose.

Except in the case of developments that have rents regulated pursuant to a project based Section 8 contract (or any other restriction unrelated to the FHA mortgage insurance program), the owner may make dwelling units and services of the development available at charges as from time to time may be mutually agreed upon between the owner and the tenants. Dwelling units may not be rented for a period of less than 30 days.

The owner may not make, receive or retain any distribution of assets or income from the development, except from "Surplus Cash." "Surplus Cash" is defined in the HUD regulations as cash remaining at the end of any semiannual or annual fiscal period after the payment of: (1) all sums due under the mortgage and the mortgage note; (2) all amounts required to be deposited in the reserve fund for replacements; and (3) all obligations of the development other than the mortgage (unless otherwise provided for). Surplus Cash does not include amounts held in special funds required to be maintained for the development or tenant security deposits.

In the event the owner violates any provisions of the Regulatory Agreement and fails to cure the default within 30 days after the mailing of notice from FHA, or such longer period as FHA may determine, the Agreement provides that FHA may declare a default. In the event of a default under the Regulatory Agreement, the Agreement provides that FHA may notify the mortgagee of the default and request the mortgagee to declare a default under the mortgage and mortgage note. The mortgagee is not a party to the Regulatory Agreement and, therefore, may not directly declare the owner in default thereunder. In the event of a default under the Regulatory Agreement, the Regulatory Agreement also provides that FHA may pursue certain remedies such as collecting all rents and charges, taking possession of the Project, and pursuing specific performance.

Mortgage Note. The standard form FHA mortgage note is a nonrecourse obligation, since the maker is not personally liable for the payment of the principal of and interest thereon. Each mortgage note will be in a face amount approved by FHA and will be endorsed for insurance by FHA at the initial closing of the mortgage loan.

Each mortgage note for a development insured under Section 221 (d)(4) of the National Housing Act will provide that prepayment of the principal amount of the Mortgage Loan may be made only with the approval of the Authority and FHA upon giving the Authority at least 30 days written notice. Each mortgage note for a Development financed by the Authority under Section 221 (d)(4) with proceeds of the Bonds will provide that, except for a refunding required by HUD, no prepayment may be made by the mortgagor prior to the date on which the series of Bonds financing the Mortgage Loan are subject to redemption at the option of the Authority, and, in the event that any prepayment of principal is made, the mortgagor must pay to the Authority a premium on the date of such prepayment in an amount equal to (1) the premium to be paid on the Bonds to be redeemed, and (2) such other fees and charges which are reasonable, as determined by FHA, and which are related to the Authority's cost of redeeming the series of Bonds sold to finance the Mortgage Loan. The remaining principal amount, if any, will be reamortized over the remaining portion of the original mortgage term in monthly payments in an amount approved by the Authority, FHA and the Trustee.

Mortgage. In order to secure the payment of the debt evidenced by the mortgage note, the owner of each development will grant, for the benefit of the payee under the mortgage note, a security interest on the project site, together with all buildings, improvements and fixtures to be constructed on the site and all articles of personal property of the owner located on the site (collectively, the "mortgaged property") and, in addition, will assign to the mortgagee all rents, profits and income to be derived from the mortgaged property. Until final payment of the indebtedness, each owner agrees not to encumber the mortgaged property in any way without the consent of the mortgagee and FHA.

In addition to the monthly payments due under the mortgage note, the mortgage obligates the owner to deposit with the mortgagee in escrow on the first day of each month sums sufficient to provide the mortgagee with funds to pay the next annual mortgage insurance premium and to pay the estimated fire and property insurance premiums, taxes and assessments, if any, with respect to the mortgaged property. The standard FHA documents described above have been modified with the consent of FHA to add certain requirements of the Authority. In addition, the Authority expects to enter into its own regulatory agreements with the mortgagor regulating the rents, distributions, use, occupancy, management and operations of the Developments.

Collection of Insurance Benefits

The mortgagee is required to notify FHA within 60 days after the date of an event of default by the owner under the mortgage note or mortgage which continues for 30 days. Unless extended by FHA, applicable HUD regulations further require that the mortgagee must, within 75 days of the date of the event of default under the mortgage, make an election either to (1) assign the mortgage to FHA, or (2) acquire and convey the property to FHA. If there occurs an event of default during the term a prepayment premium is payable under the mortgage note or during the period when no prepayments are permitted under the mortgage note the mortgagee is required to request from HUD a three-month extension of the deadline for filing a notice of its intention to file an insurance claim and its election to assign the mortgage. If HUD grants an extension the mortgagee is required to assist the mortgagor in arranging a refinancing to cure the default and avert an insurance claim. HUD makes its determination whether to grant the three-

month extension of the election notice filing deadline based on its analysis of the project's financial condition and its assessment of the feasibility of arranging a successful refinancing.

Following the assignment of a defaulted mortgage to FHA, FHA will reimburse the mortgagee an amount equal to the unpaid principal balance of the mortgage loan at the date of default, plus interest at the debenture interest rate from the date of default through the date of payment of such benefits, less one percent of the outstanding principal balance of the mortgage as of the date of default from the amount of insurance benefits paid to the mortgagee. FHA also deducts: (1) any cash, letter of credit or securities held by the mortgagee or its agents or to which it is entitled including deposits made for the account of the mortgagee and which have not been applied in reduction of the principal amount of the mortgage loan indebtedness; (2) any amounts received by the mortgagee after the date of default with respect to such development; and (3) certain other deductions which may be made from insurance benefits paid by FHA.

Under the FHA insurance contract with the mortgagee, FHA agrees to pay interest to the mortgagee from the date of default at the "debenture" rate of interest which is in effect on the date FHA issues its firm commitment or the date of initial endorsement, whichever rate is higher until the date insurance benefits are paid. Payment of insurance benefits will be made in cash unless the mortgagee requests that insurance benefits be paid in debentures. The Authority has covenanted in the series resolutions pursuant to which FHA-insured developments were financed to request payment in cash.

In the case of a monetary default, the date of default is deemed to be the date on which payment originally should have been received. Since interest is paid one month in arrears in FHA mortgage transactions, the mortgagee will not, in the event of a claim for insurance benefits, be reimbursed for interest which had accrued in the previous month and was due and payable on the date of default. FHA will reimburse the mortgagee only for interest at the debenture interest rate commencing on the date of default.

Upon a default by the mortgagor which entitles the mortgagee to assign the mortgage to FHA, the mortgagee must notify FHA of the default and of the mortgagee's intention to assign the mortgage to FHA. Upon receipt of this notification and election, FHA reviews the documentation to determine whether the mortgagee is entitled to assign the mortgage and to receive insurance benefits under the mortgage insurance contract. Prior to actual assignment of the loan to FHA and receipt of insurance benefits, the mortgagee must also satisfy certain legal requirements including submission of a title policy showing that no liens or encumbrances (except for encumbrances approved by FHA) are superior to the mortgage lien.

The mortgagee is required to submit all required documentation within 45 days from the date the mortgage is assigned to FHA, unless the time is extended by FHA. The documentation required to be supplied to FHA includes credit instruments and other assurances, warrants or bonds requested by FHA. If the election is not made or the documents are not delivered within the 45 days allowed, FHA will not pay the mortgagee interest on sums outstanding from the date the election should have been made or the date the required documents should have been submitted to FHA, whichever is applicable, to the date when the insurance claim is finally paid unless FHA has agreed to extend the period with interest.

The ability of the mortgagee to realize benefits of insurance in the event of a nonmonetary default resulting from the failure of a mortgagor to comply with the occupancy, rental and use requirements under applicable Federal tax laws and regulations thereunder has not been conclusively determined, and the mortgagee may have to exercise other remedies, the effectiveness of which may depend on the discretion of a court, to enforce such requirements so as to prevent the interest on obligations issued to finance such developments from becoming subject to Federal income taxes.

Partial Settlement Upon Assignment. FHA may pay a portion of an insurance claim prior to the delivery of required documents, including the mortgage note and the mortgage. If the claim is made in connection with a mortgage loan which has not yet been finally endorsed, FHA may pay 70 percent of the outstanding principal balance of the loan within 30 days of the filing of an assignment of the mortgage loan to FHA, provided that the pertinent data is submitted to FHA in a timely manner. In the case of a mortgage loan which has been finally endorsed, FHA may, but is not obligated to, pay 90 percent of the outstanding principal balance within 30 days of the filing of an assignment of the mortgage loan to FHA provided the pertinent data is submitted to FHA in a timely manner. Any remaining balances are paid to the mortgagee after FHA has received and audited final financial data. Legal clearance is also required before final payment is made and all necessary documents, including but not limited to, the mortgage note, mortgage, applicable assignments and the title policy, are required to be delivered to FHA in acceptable form.

Deposits Held by Mortgagee. The mortgagee is responsible for all deposits under its control, and FHA deducts from any insurance claim the amount of cash held by the mortgagee on behalf of the owner. Where deposits are held by the mortgagee in the form of a letter of credit, it is the mortgagee's responsibility to convert the letter of credit to cash in the event the funds are necessary. For insurance purposes, FHA views a letter of credit held in lieu of a cash deposit as the equivalent of cash. FHA does not review or approve letters of credit. The Authority requires letters of credit to be unconditional and irrevocable.

The mortgagee is responsible for all funds in its custody and must therefore obtain approvals from FHA and others, when required, prior to release of any funds which may be in its possession. Failure properly to protect such funds may result in a deduction from the FHA insurance claim in an amount equal to the funds FHA asserts should properly have been held as a deposit.

Warranties Upon Assignments. In the event of an assignment of a mortgage, FHA requires the mortgagee to warrant that (1) no act or omission of the mortgagee has impaired the validity and priority of the mortgage; (2) the mortgage is prior to all mechanics' and materialmen's liens filed of record subsequent to the recording of the mortgage, regardless of whether such liens attached prior to the recording date; (3) the mortgage is prior to all liens and encumbrances which may have attached or defects which may have arisen subsequent to the recording of the mortgage except such liens or other matters as may be approved by FHA; (4) the amount stated in the instrument of assignment is actually due under the mortgage and there are no offsets or counterclaims against such amount; and (5) the mortgagee has a good right to assign the mortgage. In assigning its security interest in chattels, including materials, located on the premises covered by the mortgage or its security interest in building components stored either

on-site or off-site at the time of the assignment, the mortgagee is required to warrant that (a) no act or omission of the mortgagee has impaired the validity or priority of the lien created by the chattel security instruments; (b) the mortgagee has a good right to assign the security instruments; and (c) the chattel security instruments are a first lien on the items covered by the instruments except for such other liens or encumbrances as may be approved by FHA.

Title Insurance Policy (Mechanics' and Other Liens). The mortgagee will be required to furnish FHA with a title policy which names FHA as the insured party and which assures FHA that the mortgage loan to be assigned constitutes a first lien on the mortgaged premises, subject only to such exceptions as are previously approved by FHA. The mortgagee will be required to remove any intervening liens and to obtain an updated endorsement within the 45-day period during which documents are required to be submitted. FHA will deduct the amount of any liens which have priority over the mortgage lien from the mortgagee's FHA insurance claim.

Tax liens against the property which have priority over the lien of the mortgage must be paid by the mortgagee. Although the mortgagee will be reimbursed for funds it advances to pay real estate taxes on the mortgaged property, failure to pay taxes when due may result in a penalty which will not be reimbursed by FHA in connection with the insurance claim.

Inspections and Hazard Insurance Policy. The mortgagee is required to inspect the mortgaged property at least annually and to advise FHA of its recommendations for actions necessary to protect or maintain the property and to maintain adequate hazard insurance coverage. Failure to maintain adequate coverage is grounds for termination of the FHA insurance contract, unless FHA has been notified in a timely manner of the unavailability of coverage. Losses occurring as a result of a failure properly to insure the mortgaged property will be deducted from the mortgage insurance claim.

Transfer of the Mortgage. In certain circumstances the mortgagee is permitted to transfer some or all of its interest in the mortgage. The transfer, pledge or assignment of a mortgage in a manner which is not in compliance with FHA requirements is grounds for termination of the FHA insurance. Prior to final endorsement, the mortgage note may be assigned only to another FHA-approved mortgagee with the approval of FHA. Subsequent to final endorsement, the mortgage loan may be assigned to another FHA-approved mortgagee after notice to FHA on a prescribed form.

Losses on Advances Other than Mortgage Proceeds. Although the mortgagee will be reimbursed for advances properly made for taxes, insurance premiums and preservation of the property, such reimbursement may not fully compensate the mortgagee for the making of such advances, since the mortgagee will be paid only the rate of debenture interest on such advances from the date of default.

Reimbursement for Maintaining the Mortgaged Property. FHA will reimburse the mortgagee for funds advanced to maintain or preserve the mortgaged property, if the approval of FHA is received prior to the time such funds are advanced.

Funding of Reserves. The funding of a replacement reserve for each development that is the subject of FHA mortgage insurance remains fixed at the initial year level, which is 0.6

percent of the construction cost of a newly constructed development and 0.4 percent of the mortgage loan amount for a rehabilitation development. Withdrawals from the replacement reserves of developments subject to FHA mortgage insurance are subject to FHA approval. An additional working capital reserve of two percent of the mortgage loan amount is required and is released at final endorsement. Draws against the additional working capital reserve can be made only with FHA consent. The reserve is an offset against FHA mortgage insurance benefits in the event of a claim.

HUD Override of Prepayment Prohibition and Penalties. Pursuant to Mortgagee Letter 87-9, dated February 20, 1987 (“Mortgagee Letter 87-9”), prepayment prohibitions and penalties may be included by the mortgagee only if the following conditions are satisfied: (1) the mortgage note includes an override provision permitting prepayments of the mortgage loan to be made in whole or in part without penalty prior to the date on which the mortgage note is otherwise permitted to be prepaid with a penalty of 1 percent or less upon HUD’s determination that a prepayment will avoid a mortgage insurance claim and therefore be in the best interest of the Federal government; and (2) the mortgagee certifies that, in the event a default occurs prior to the date on which the mortgage note is otherwise permitted to be prepaid with a penalty of 1 percent or less, it will (a) request a three-month extension of the deadline for the filing of an FHA mortgage insurance claim and election to assign the mortgage note to HUD; (b) during the period of extension as approved by HUD, assist the mortgagor in arranging a refinancing to cure the default and avert an insurance claim; (c) report to HUD at least monthly on arrangements relating to the refinancing of the project; (d) cooperate with HUD in taking reasonable steps in accordance with prudent business practices to avoid an insurance claim; and (e) require successors and assigns to the mortgagee’s interest in the mortgage loan to be bound by these conditions. The Authority has agreed to be bound by these requirements in connection with mortgage loans originated after the release of Mortgagee Letter 87-9.

Mortgagee Letter 87-9 further states that HUD would consider exercising the override provision described above only if:

- (1) the mortgagor has defaulted and HUD has received notice of such default;
- (2) HUD determines that the project has been experiencing a net income deficiency, which has not been caused solely by management inadequacy or lack of owner interest, and which is of such a magnitude that the mortgagor is currently unable to make required debt service payments, pay all project operating expenses and fund all required HUD reserves;
- (3) HUD finds there is a reasonable likelihood that the mortgagor can arrange to refinance the defaulted loan at a lower interest rate or otherwise reduce the debt service payments through partial prepayment; and
- (4) HUD determines that refinancing the defaulted loan at a lower rate or partial prepayment is necessary to restore the project to a financially viable condition and to avoid an insurance claim.

Exercise of the override provision by HUD could result in a prepayment of a Mortgage Loan and a redemption of Housing Bonds prior to maturity without premium.

[THIS PAGE INTENTIONALLY LEFT BLANK]

APPENDIX D

DESCRIPTION OF RISK SHARING PROGRAM

The following is a description of the Risk Sharing Program, and is qualified in its entirety by reference to Section 542(c) of the Housing and Community Development Act of 1992 and the regulations promulgated thereunder at 24 CFR Part 266 (the “Federal Act”).

The Federal Act directs the Secretary of HUD, acting through FHA, to carry out programs that will demonstrate the effectiveness of providing new forms of federal credit enhancement for multifamily loans. Section 542 of the Federal Act, entitled “Multifamily Mortgage Credit Demonstrations,” provides new independent insurance authority that is not available under the National Housing Act. Section 542(c) of the Federal Act specifically directs the Secretary of HUD to carry out a pilot program of risk-sharing with qualified State and local housing finance agencies (“HFAs”). The qualified HFAs are authorized to underwrite and process loans. HUD will provide full mortgage insurance on mortgages with respect to affordable multifamily housing projects processed by such HFAs under this program.

Pursuant to Section 542(c) of the Federal Act, the Authority and HUD have entered into a risk-sharing agreement, dated as of June 20, 1994 (the “Risk Sharing Agreement”) under which the Authority has been granted Level 1 status, and whereby HUD has agreed to provide federal insurance on certain mortgage loans made by the Authority, and the Authority has agreed to reimburse HUD for 50 percent to 90 percent (as negotiated for each specific mortgage loan) of the payments made by HUD on any of the mortgage loans insured under the federal insurance. However, any failure by the Authority to reimburse HUD pursuant to the Risk Sharing Agreement will not affect HUD’s obligation to pay the insurance claim as described below. Claims made by the Authority under the federal insurance program will be made at the times and in the manner described below.

Under the terms of such Section 542(c), if a mortgagor has failed to make a mortgage payment when due (a “Payment Default”), or if a mortgagor has defaulted in the performance of one of its covenants under the mortgage and as a result thereof the mortgagee has accelerated the debt and the mortgagor fails to pay the full amount due (a “Covenant Default”), then the Authority becomes eligible to file an insurance claim with HUD if such default has continued for 30 days. Unless a written extension has been granted by HUD, the Authority must file within 75 days of the date of default (defined, in the case of a payment default, as the date of the first missed payment) an application for initial insurance claim payment. The initial claim payment will be paid by HUD to the Authority in an amount equal to 100 percent of the outstanding principal of the mortgage note, plus interest at the rate set forth in such mortgage note from the Date of Default to the date on which initial claim payment is made. Since interest is paid one month in arrears, the mortgagee will not, in the event of a claim for insurance benefits, be reimbursed for interest which had accrued in the previous month and was due and payable on the date of default. The accrual of interest on the initial claim may be curtailed in the event the Authority fails to meet certain deadlines by the number of days by which the required action is late. In addition, the claim will be reduced by any delinquent mortgage insurance premiums. In the Supplemental Indentures for Bonds subject to the Risk Sharing Program, the Authority has covenanted to do all things necessary to receive such payment in cash. Under the Federal Act, “Date of Default” is defined as (1) the date of the first uncorrected failure to perform a mortgage

covenant or obligation, or (2) the date of the first failure to make a mortgage payment that is not covered by subsequent payments.

In connection with making a claim payment, the Federal Act requires that the Authority issue Authority debentures to HUD no later than 30 days following the initial claim payment. Authority debentures will be issued in an amount equal to the initial claim payment.

Subject to certain conditions, the Authority may file with HUD a request for a partial claim payment (but not in excess of 50% of the amount of the unpaid balance of the mortgage) if the restructured mortgage will be financially viable, the default was beyond the control of the mortgagor, and certain other conditions are satisfied.

Following the receipt of HUD insurance proceeds relating to a default on a loan for a Financed Development subject to the Risk Sharing Program, the Authority will redeem, at a redemption price of 100 percent, a proportionate amount of Bonds relating to such Financed Development.

The Federal Act provides that the HUD insurance will terminate upon the occurrence of any of the following: (i) the mortgage is paid in full; (ii) the Authority acquires the development insured by HUD and notifies HUD that it will not file an insurance claim; (iii) a party other than the Authority acquires the property at a foreclosure sale; (iv) the Authority or its successors commit fraud or make a material misrepresentation to HUD with respect to information used in obtaining the insurance or while the federal insurance is in existence; or (v) HUD receives an application from the Authority for a final settlement of the loss as between the Authority and HUD.

APPENDIX E

DESCRIPTION OF SUPPORTIVE LIVING PROGRAM

A substantial portion of the revenues of the Financed Developments are expected to consist of Medicaid reimbursements administered by Illinois Department of Healthcare and Family Services (the “DHFS”) under the Supportive Living Program (the “SLP”). The following is a description of the SLP as of the date hereof, and is qualified in its entirety by reference to relevant provisions of the Illinois Public Aid Code, as amended, Section 305 ILCS 5/5-5.01a. et seq., and the rules and regulations promulgated thereunder.

The Illinois Public Aid Code authorizes the DHFS to implement a program that is designed to help the State of Illinois (the “State”) control Medicaid costs, while providing a non-institutional living alternative in a home-like setting. The DHFS has obtained a Home and Community Based Services Waiver (the “Waiver”) from the Centers for Medicare and Medicaid Services, allowing it to proceed with the SLP. The Waiver permits the DHFS to claim Medicaid funding for up to 11,500 Medicaid-eligible people for assisted living services that are not routinely covered by Medicaid such as personal care, homemaking, laundry, medication supervision, social activities, recreation and 24-hour staff. The current Waiver expires on June 30, 2012. The Authority has been informed by the DHFS that the DHFS will seek renewal of the Waiver.

Medicaid Rate Structure. The Medicaid rate structure consists of three portions, covered services, room and board, and food stamps. The Medicaid rate is established at 60 percent of the weighted average (weighted by Medicaid patient days) nursing facility rate for the geographic area in which the SLP facility (“SLP Facility”) is located. The rate paid to SLP contractors (each a “SLP Provider”) for services shall be reviewed bi-annually and adjusted, if necessary, on April 1 and October 1 to assure that rates coincide with 60% of weighted average nursing facility geographic group rates.

For the room and board portion of the rate, the SLP Provider must be willing to accept the maximum Supplemental Security Income (“SSI”) rate for Medicaid eligible residents, less a \$90.00 per month personal allowance. If the private and Medicaid rates are different, the SLP Provider must be willing to reserve not less than 25 percent of its apartments for Medicaid eligible residents. SLP Providers willing to set a commensurate rate for both private pay and Medicaid eligible residents are not required to reserve apartments for Medicaid eligible residents, but must be willing to accept Medicaid eligible residents on a first come, first served basis.

For 2007, the maximum room and board rate per one bedroom unit is \$623 per month, less the \$90 personal allowance, and the maximum room and board rate per two bedroom unit is \$467 per month, less the \$90 personal allowance (i.e., \$754 for the two unit residents). The room and board rate for Medicaid eligible individuals at a SLP Facility may only be increased when the maximum SSI rate is increased. Such increase in the room and board rate must not exceed the SSI increase which has historically averaged 3.2 percent.

SLP Facility residents living alone with income levels at the maximum SSI rate may be eligible for approximately \$106 in food stamps each month. Residents with income levels above the maximum SSI rate may be ineligible for food stamps, or receive a reduced amount.

Covered Services. Each SLP Facility must employ adequate staff to provide covered services as defined by the DHFS. Covered services currently include emergency response services, 24-hour response/security staff services, health promotion and exercise programs services, housekeeping services, laundry service, personal care services (i.e., assistance with activities of daily living by certified nurse assistants), social and recreation program services and nursing services

Non-Covered Services. Room and board are not a covered service but must be provided by the SLP Provider. The board portion must include three meals per day including therapeutic diets as ordered by a physician, or two meals per day (noon and evening) including therapeutic diets and a breakfast bar, and snacks.

Admission Criteria. The SLP Provider may admit or retain Medicaid-eligible residents whose needs can be met by the covered services, and who meet certain criteria as determined by DHFS.

APPENDIX F
FORM OF OPINION OF BOND COUNSEL

December 18, 2007

Illinois Housing Development Authority
Chicago, Illinois

U.S. Bank National Association, as Trustee
Chicago, Illinois

Ladies and Gentlemen:

Re: \$9,605,000 Illinois Housing Development Authority Housing Bonds, 2007 Series
 C (Pioneer Village Apartments) (the "Bonds")

We have examined (a) a certified transcript containing the proceedings of the Illinois Housing Development Authority (the "Issuer") relating to the authorization, issuance and sale of the Bonds pursuant to the Trust Indenture dated as of March 1, 1999, as amended, and as supplemented by the Series 2007 C Supplemental Indenture dated as of December 1, 2007 (collectively, the "Indenture") between the Issuer and U.S. Bank National Association, as trustee (the "Trustee") and the approval and execution of the Indenture; (b) a Determination of the Issuer dated December 6, 2007, establishing and approving terms and conditions of the Bonds and providing for the sale and delivery of the Bonds to UBS Securities LLC (the "Purchaser"); (c) an executed counterpart of the Indenture; (d) a certificate showing execution, authentication and delivery of Bonds and no litigation pending as of said date of delivery; (e) the General Tax Certificate of the Issuer dated the date hereof; (f) the Tax Certificate of Pioneer Village Housing Preservation, L.P., an Illinois limited partnership (the "Borrower") dated the date hereof; (g) an executed counterpart of the Tax Regulatory Agreement and Declaration of Restrictive Covenants dated as of December 1, 2007 among the Issuer, the Trustee and the Borrower; (h) the Information Return for Private Activity Bond Issues of the Issuer dated the date hereof; (i) an opinion of General Counsel to the Issuer; and (j) an opinion of Applegate & Thorne-Thomsen, P.C., Chicago, Illinois, counsel for the Borrower.

In delivering our opinion, we have relied upon a certified transcript of proceedings and other certificates and representations of the Borrower and the Issuer as set forth in the Bond transcript, including but not limited to the General Tax Certificate of the Issuer and the Borrower's Tax Certificate (collectively, the "Tax Covenants"), and have not undertaken to verify any facts by independent investigation.

Based upon the foregoing and our review of such other information, papers, documents and statutes, regulations, rulings and decisions as we believe necessary or advisable, we are of the opinion that:

1. 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, enforceable against the Issuer in accordance with its terms.

2. The Bonds have been duly authorized, executed and issued and are valid and binding obligations of the Issuer, enforceable in accordance with their terms.

3. Under the Illinois Housing Development Act, 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.

4. Under federal statutes, decisions, regulations and rulings existing on this date, the interest on the Bonds is excludable from gross income for purposes of federal income taxation pursuant to Section 103 of the Internal Revenue Code of 1986 (the "Code"). Under Section 147(a) of the Code, the interest on any Bond will not be excluded from gross income for federal income tax purposes during the time such Bond is held by a person who is a "substantial user" of the facilities financed by the Bonds or a "related person" thereto within the meaning of Section 147(a) of the Code and the regulations applicable thereto. This opinion relates only to the exclusion from gross income of interest on the Bonds for federal income tax purposes under Section 103 of the Code and is conditioned on continuing compliance by the Borrower and the Issuer with the Tax Covenants. Failure to comply with the Tax Covenants could cause interest on the Bonds to lose the exclusion from gross income for purposes of federal income taxation retroactive to the Bonds' date of issue.

It is to be understood that the rights of the owners of the Bonds, the Issuer, the Borrower, 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. It is to be further understood that the rights of the owners of the Bonds, the Issuer, the Trustee and the Borrower and the enforceability of the terms of the Indenture and the Bonds are subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors' rights heretofore or hereafter enacted and that the enforcement thereof may be subject to the exercise of judicial discretion in accordance with general principles of equity.

We express no opinion herein with respect to matters of title in the facilities financed with the proceeds of the Bonds or the Trustee's interest therein.

Very truly yours,

APPENDIX G
SUMMARY OF CONTINUING DISCLOSURE COVENANT

- (1) The Authority shall make all required filings and reports so that all requirements of Rule 15c2-12(b)(5) of the United States Securities and Exchange Commission, as amended from time to time, are met with respect to the 2007 Series C Bonds.
- (2) Each year the Authority shall provide annual financial information concerning the 2007 Series C Bonds to each nationally recognized municipal securities information repository and to any entity designated by the State of Illinois as a state information depository for purposes of the Rule. A copy of the annual financial information shall also be provided to the Trustee and the Bond Insurer. The annual financial information shall be so provided within 180 days after the end of the Authority's fiscal year, beginning with the fiscal year ending June 30, 2007. Copies of the annual financial information shall also be made available to any beneficial or registered owner of 2007 Series C Bonds upon request. The annual financial information shall include the Authority's audited financial statements, prepared in accordance with accounting principles generally accepted in the United States of America as in effect from time to time. The annual financial information shall also include the information concerning the Financed Developments as set forth under the caption "FINANCED DEVELOPMENTS – Description of Financed Developments", included in the Official Statement.

The annual financial information may include any or all information by incorporating, by specific reference, other documents which have been provided to each of those national information repositories and the state information depository, if any. If the incorporated information is in an Official Statement, it must be available from the Municipal Securities Rulemaking Board. The annual financial information shall include a notice of any change in the Authority's fiscal year.

- (3) Upon the occurrence of any of the following events with respect to the 2007 Series C Bonds, if material, the Authority shall report the event in a timely manner to the state information depository, if any, and either to each of the national information repositories described above or to the Municipal Securities Rulemaking Board:
 - i. principal and interest payment delinquencies;
 - ii. non-payment related defaults;
 - iii. unscheduled draws on debt service reserves reflecting financial difficulties;
 - iv. unscheduled draws on credit enhancements reflecting financial difficulties;
 - v. substitution of credit or liquidity providers or their failure to perform;
 - vi. adverse tax opinions or events affecting tax-exempt status of the 2007 Series C Bonds;
 - vii. modifications to rights of Owners of the 2007 Series C Bonds;

- viii. bond calls;
- ix. defeasances;
- x. release, substitution, or sale of property securing repayment of the 2007 Series C Bonds; and
- xi. rating changes.

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, to the state information depository, if any, and either to each of the national information repositories or to the Municipal Securities Rulemaking Board of any failure timely to provide the annual financial information as provided in this Summary.

- (4) The undertaking of the Authority described in this summary is a contract between the Authority and the beneficial and registered owners from time to time of the 2007 Series C Bonds. It may be enforced by any beneficial or registered owner of 2007 Series C Bonds. The sole remedy with respect to the Authority's compliance with its undertaking described in this summary shall be to require compliance. The undertaking described in this summary shall be solely for the benefit of the beneficial or registered owners of the 2007 Series C Bonds from time to time, and shall create no right in anyone else. The Trustee shall have no powers or duties with respect to the undertaking described in this summary. No violation by the Authority of any provision described in this summary shall constitute any Event of Default or a default under the Indenture or under the Act.

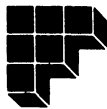
Any filing required to be made with a nationally recognized municipal information repository or a state information depository, if any, in connection with the undertaking described in this summary may be made solely with an internet based electronic filing system (a "CPO") by transmitting such filing to the CPO, provided that (i) such CPO has received interpretive advice or some other approval from the SEC with respect to its status as a CPO satisfying the requirements of the Rule or (ii) an opinion of counsel has been issued stating that such filing meets the requirements of the Rule.

- (5) The obligation of the Authority described in this summary shall end upon the 2007 Series C Bonds being paid or treated as paid as provided in the Indenture, except for the obligations to give notice under 3(vi) and 3(viii) above.
- (6) The Authority may by resolution amend the undertakings described in this summary at any time to the extent and in the manner allowed by the Rule, as amended from time to time, if the Authority's undertaking described in this summary, as amended, shall continue to comply with the Rule, the amendment to be effective upon receipt by the Authority of an opinion of bond counsel, selected by it with significant federal securities law expertise, to that effect. Any such amendment shall be described in the next annual financial information.

APPENDIX H
FORM OF BOND INSURANCE POLICY

FOLLOWS ON THE NEXT PAGE

[THIS PAGE INTENTIONALLY LEFT BLANK]



**FINANCIAL
SECURITY
ASSURANCE®**

MUNICIPAL BOND INSURANCE POLICY

ISSUER:

BONDS: \$ in aggregate principal amount of

Policy No.: -N

Effective Date:

Premium: \$

FINANCIAL SECURITY ASSURANCE INC. ("Financial Security") for consideration received, hereby UNCONDITIONALLY AND IRREVOCABLY agrees to pay to the trustee (the "Trustee") or paying agent (the "Paying Agent") (as set forth in the documentation providing for the issuance of and securing the Bonds) for the Bonds, for the benefit of the Owners or, at the election of Financial Security, directly to each Owner, subject only to the terms of this Policy (which includes each endorsement hereto), that portion of the principal of and interest on the Bonds that shall become Due for Payment but shall be unpaid by reason of Nonpayment by the Issuer.

On the later of the day on which such principal and interest becomes Due for Payment or the Business Day next following the Business Day on which Financial Security shall have received Notice of Nonpayment, Financial Security will disburse to or for the benefit of each Owner of a Bond the face amount of principal of and interest on the Bond that is then Due for Payment but is then unpaid by reason of Nonpayment by the Issuer, but only upon receipt by Financial Security, in a form reasonably satisfactory to it, of (a) evidence of the Owner's right to receive payment of the principal or interest then Due for Payment and (b) evidence, including any appropriate instruments of assignment, that all of the Owner's rights with respect to payment of such principal or interest that is Due for Payment shall thereupon vest in Financial Security. A Notice of Nonpayment will be deemed received on a given Business Day if it is received prior to 1:00 p.m. (New York time) on such Business Day; otherwise, it will be deemed received on the next Business Day. If any Notice of Nonpayment received by Financial Security is incomplete, it shall be deemed not to have been received by Financial Security for purposes of the preceding sentence and Financial Security shall promptly so advise the Trustee, Paying Agent or Owner, as appropriate, who may submit an amended Notice of Nonpayment. Upon disbursement in respect of a Bond, Financial Security shall become the owner of the Bond, any appurtenant coupon to the Bond or right to receipt of payment of principal of or interest on the Bond and shall be fully subrogated to the rights of the Owner, including the Owner's right to receive payments under the Bond, to the extent of any payment by Financial Security hereunder. Payment by Financial Security to the Trustee or Paying Agent for the benefit of the Owners shall, to the extent thereof, discharge the obligation of Financial Security under this Policy.

Except to the extent expressly modified by an endorsement hereto, the following terms shall have the meanings specified for all purposes of this Policy. "Business Day" means any day other than (a) a Saturday or Sunday or (b) a day on which banking institutions in the State of New York or the Insurer's Fiscal Agent are authorized or required by law or executive order to remain closed. "Due for Payment" means (a) when referring to the principal of a Bond, payable on the stated maturity date thereof or the date on which the same shall have been duly called for mandatory sinking fund redemption and does not refer to any earlier date on which payment is due by reason of call for redemption (other than by mandatory sinking fund redemption), acceleration or other advancement of maturity unless Financial Security shall elect, in its sole discretion, to pay such principal due upon such acceleration together with any accrued interest to the date of acceleration and (b) when referring to interest on a Bond, payable on the stated date for payment of interest. "Nonpayment" means, in respect of a Bond, the failure of the Issuer to have provided sufficient funds to the Trustee or, if there is no Trustee, to the Paying Agent for payment in full of all principal and interest that is Due for Payment on such Bond. "Nonpayment" shall also include, in respect of a Bond, any payment of principal or interest that is Due for Payment made to an Owner by or on behalf of the Issuer which has been recovered from such Owner pursuant to the

United States Bankruptcy Code by a trustee in bankruptcy in accordance with a final, nonappealable order of a court having competent jurisdiction. "Notice" means telephonic or telecopied notice, subsequently confirmed in a signed writing, or written notice by registered or certified mail, from an Owner, the Trustee or the Paying Agent to Financial Security which notice shall specify (a) the person or entity making the claim, (b) the Policy Number, (c) the claimed amount and (d) the date such claimed amount became Due for Payment. "Owner" means, in respect of a Bond, the person or entity who, at the time of Nonpayment, is entitled under the terms of such Bond to payment thereof, except that "Owner" shall not include the Issuer or any person or entity whose direct or indirect obligation constitutes the underlying security for the Bonds.

Financial Security may appoint a fiscal agent (the "Insurer's Fiscal Agent") for purposes of this Policy by giving written notice to the Trustee and the Paying Agent specifying the name and notice address of the Insurer's Fiscal Agent. From and after the date of receipt of such notice by the Trustee and the Paying Agent, (a) copies of all notices required to be delivered to Financial Security pursuant to this Policy shall be simultaneously delivered to the Insurer's Fiscal Agent and to Financial Security and shall not be deemed received until received by both and (b) all payments required to be made by Financial Security under this Policy may be made directly by Financial Security or by the Insurer's Fiscal Agent on behalf of Financial Security. The Insurer's Fiscal Agent is the agent of Financial Security only and the Insurer's Fiscal Agent shall in no event be liable to any Owner for any act of the Insurer's Fiscal Agent or any failure of Financial Security to deposit or cause to be deposited sufficient funds to make payments due under this Policy.

To the fullest extent permitted by applicable law, Financial Security agrees not to assert, and hereby waives, only for the benefit of each Owner, all rights (whether by counterclaim, setoff or otherwise) and defenses (including, without limitation, the defense of fraud), whether acquired by subrogation, assignment or otherwise, to the extent that such rights and defenses may be available to Financial Security to avoid payment of its obligations under this Policy in accordance with the express provisions of this Policy.

This Policy sets forth in full the undertaking of Financial Security, and shall not be modified, altered or affected by any other agreement or instrument, including any modification or amendment thereto. Except to the extent expressly modified by an endorsement hereto, (a) any premium paid in respect of this Policy is nonrefundable for any reason whatsoever, including payment, or provision being made for payment, of the Bonds prior to maturity and (b) this Policy may not be canceled or revoked. THIS POLICY IS NOT COVERED BY THE PROPERTY/CASUALTY INSURANCE SECURITY FUND SPECIFIED IN ARTICLE 76 OF THE NEW YORK INSURANCE LAW.

In witness whereof, FINANCIAL SECURITY ASSURANCE INC. has caused this Policy to be executed on its behalf by its Authorized Officer.

[Countersignature]

FINANCIAL SECURITY ASSURANCE INC.

By _____

By _____
Authorized Officer

A subsidiary of Financial Security Assurance Holdings Ltd.
350 Park Avenue, New York, N.Y. 10022-6022

(212) 826-0100

Form 500NY (5/90)

APPENDIX I
RECENT PRESS RELEASES OF FITCH RATINGS AND MOODY'S INVESTOR SERVICE

FOLLOW ON THE NEXT PAGE

[THIS PAGE INTENTIONALLY LEFT BLANK]



Fitch Details Approach to Assessing Financial Guarantors' SF CDO Exposures

05 Nov 2007 2:12 PM (EST)

Fitch Ratings-New York/London-05 November 2007: Fitch Ratings announced today the process it will employ in updating its analysis of the structured finance collateralized debt obligations (SF CDOs) insured by the financial guaranty industry, as well as the potential implications for their 'AAA' Insurer Financial Strength (IFS) ratings. The updated analysis announced today is an extension of an analysis completed by Fitch on Sept. 6, 2007 published in a special report entitled 'Financial Guarantors - Matrix Hypothetical Subprime Stress Test Results'. In this earlier report, Fitch discussed its 'stress test' analysis of the capital adequacy ratios of the financial guarantors based on potential credit deterioration in insured transactions with exposure to the subprime mortgage markets.

Fitch is updating its capital adequacy analysis due to the nature of recent ratings actions taken by Fitch, Standard & Poor's, a Division of the McGraw-Hill Companies, Inc. and Moody's Investor Services, with respect to SF CDOs exposed to subprime residential mortgage backed securities (RMBS). Generally, the extent of both downgrades and placements of securities on Rating Watch Negative is broader and deeper than the assumptions used in Fitch's Sept. 6 analysis.

Fitch's analysis will focus on the nature of the SF CDOs held by each financial guarantor, with a goal of determining the likely ratings migration within each financial guarantors' SF CDO portfolio. Lower ratings on insured transactions will result in higher capital requirements in Fitch's 'Matrix' capital model, since simulated default rates increase when moving down the ratings scale. Fitch notes that capital requirements in Matrix become especially pronounced for SF CDOs that are rated BBB and lower, and it is expected that the ratings on some SF CDOs will migrate to these levels. Fitch will also apply additional stresses to simulated recovery rates to SF CDOs as part of its capital adequacy analysis, which will increase simulated loss given default rates for this asset class.

As Fitch assesses the SF CDO portfolios of each financial guarantor, differentiation will be made based on the relative exposure to 'mezzanine' and CDO-squared securities, as opposed to 'high grade' CDOs. Fitch will also focus on the attachment points on the insured securities.

'Mezzanine' CDOs in this context are defined as those CDOs for which the ratings on underlying collateral are rated 'BBB' and lower. It is these 'mezzanine' CDO securities for which ratings migration risk is generally the greatest, and loss severity in the event of default may be most pronounced. Fitch's analysis of attachment points recognizes that a vast majority of financial guarantor insured SF CDOs were originally rated 'AAA', but that in many cases the securities attached a levels well above minimum 'AAA' thresholds (or so-called 'super-senior' attachments). Generally, the greater the attachment point in excess of a minimum 'AAA' standard, the more muted is the risk of material ratings migration, or

increased loss severity.

A possible conclusion of Fitch's analysis will be that one or more of the financial guarantors may no longer meet Fitch's 'AAA' capital guidelines. At the conclusion of its analysis, Fitch would expect to place on Rating Watch Negative the IFS rating of any financial guarantor whose capital ratio falls below Fitch's 'AAA' benchmark, as at that point uncertainty would reach a materiality that would call into question the company's ability to maintain its rating. Fitch would then expect to provide the company approximately one month to either raise capital, or execute a risk mitigation strategy, that would allow it to again meet Fitch's 'AAA' capital standards. Failure to do so would result in a downgrade of the IFS rating.

Fitch notes that should a financial guarantor add to its capital, or enact an effective risk mitigation strategy prior to the completion of its capital analysis, Fitch would consider the impact of such activities in formulating the conclusions from its capital analysis. Fitch expects to complete its capital analysis within the next four-to-six weeks.

The following are preliminary observations on the positioning of the 'AAA' rated financial guarantors, and the relative probability that each may experience erosion of their capital cushions under Fitch's updated stress analysis. These observations are based on Fitch's Sept. 6 study, preliminary review of each guarantor's performance on Matrix as of June 30, 2007 and, where available, Sept. 30, 2007, and analysis to date of the risk profile of each guarantor's SF CDO portfolios:

--High Probability: CIFG Guaranty (CIFG) and Financial Guaranty Insurance Company (FGIC) appear most likely to experience contraction in their capital cushions under Fitch's analysis, barring additional capital raising or risk mitigation efforts. This reflects the materiality of SF CDO exposures relative to the most recently measured capital cushion. Fitch notes FGIC appears to be the better positioned of the two due to more recent improvements to its existing capital cushion;

--Moderate Probability: Ambac Assurance Corp. (Ambac) and Security Capital Assurance (SCA) may also experience pressure in their capital cushions due to relatively high SF CDO exposures relative to the most recently measured capital cushion. However, the degree of cushion relative to exposures is better than for the companies noted above. Fitch's assessment of SCA includes the impact of certain recent risk mitigation initiatives;

--Low Probability: MBIA Insurance Corp. (MBIA) appears to be materially better positioned than the four previously noted guarantors due a lower level of higher-risk SF CDOs relative to the most recently measured capital cushion. Fitch notes MBIA underwrote SF CDOs in third quarter 2007, and will consider these recently added exposures in its analysis;

--Minimal Probability: Due to minimal SF CDO exposures and strong initial capital cushions, Fitch anticipates no capital or rating issues resulting from its updated capital reviews of Assured Guaranty Ltd. (Assured) and Financial Security Assurance Inc. (FSA).

Fitch recognizes that financial guarantors view maintenance of their 'AAA' ratings as a core part of their business strategies, and management teams will take any reasonable actions to avoid a downgrade. However, Fitch also recognizes that recent capital markets volatility, including sharp declines in the share prices of the publicly traded financial guarantors, may make capital raising efforts difficult unless market conditions improve.

Fitch Headline

Fitch has previously stated that losses reported during the third quarter of 2007 by a number of financial guarantors due to mark to market accounting standards for insurance sold in credit derivative form are not a ratings concern (see Fitch's Oct. 11 special report 'Financial Guarantors - A Review of Recent Mark to Market Losses'). Similarly, Fitch's capital adequacy analysis discussed here today will focus on underlying fundamental credit performance of insured portfolios, and will not be based on market value movements of insured securities.

Contact: Thomas J. Abruzzo +1-212-908-0793, New York or Keith M. Buckley +1-312-368-3211, Chicago.

Media Relations: Kenneth Reed +1-212-908-0540 (Financial Guarantors), Cindy Stoller +1-212-908-0526 (Municipal credits), Sandro Scenga +1-212-908-0278 (CDOs), New York, and Hannah Warrington +44 (0) 20 7417 6298, London.

Fitch's rating definitions and the terms of use of such ratings are available on the agency's public site, 'www.fitchratings.com'. Published ratings, criteria and methodologies are available from this site, at all times. Fitch's code of conduct, confidentiality, conflicts of interest, affiliate firewall, compliance and other relevant policies and procedures are also available from the 'Code of Conduct' section of this site.

Copyright © 2007 by Fitch, Inc., Fitch Ratings Ltd. and its subsidiaries.

Announcement: Financial Security Assurance Inc.

Correction to text, Nov. 8, 2007 Release: Moody's to Update Rating Opinion on Financial Guarantors

CORRECT RATING FOR CIFG GUARANTY IN FOURTH PARAGRAPH IS Aaa; IN SAME PARAGRAPH SUBSTITUTE "XL FINANCIAL" FOR "SECURITY CAPITAL" Revised release follows

New York, November 08, 2007 -- This comment updates the status of Moody's analysis of the financial guarantors and outlines the process we will follow to assess the impact on their ratings of continuing deterioration in the RMBS market. To evaluate the effect of this development on the ratings of the financial guarantors, Moody's is re-estimating capital adequacy ratios to reflect deterioration in the expected performance of transactions within the guarantors' insured portfolios. At the same time, we are updating our earlier stress-test by determining the impact of higher subprime cumulative loss assumptions on both the guarantors' direct RMBS and ABS CDO exposures, using granular underlying collateral information as it relates to vintage, originator, and performance to date.

On Sept 25, 2007, Moody's published a report on financial guarantors' exposure to subprime mortgage risk. That report cited the risk of guarantors' ABS CDO exposures as potentially significant, given that their performance would magnify deterioration in underlying RMBS collateral. Since that report, continued deterioration in the mortgage market has increased the severity of stress scenarios.

There are meaningful differences among the rated guarantors in the potential for capital deterioration to fall below the levels consistent with their current ratings. As outlined in our September report, the financial guarantors have varying levels of exposure to the mortgage crisis given the specific content of their insured portfolios. While the guarantors' direct exposure to recent vintage subprime RMBS is likely to cause some capital depletion, companies with sizable exposure to CDOs containing higher-risk mortgage-backed securities are at the greatest risk of developing capital shortfalls. This is particularly true when ABS CDO transactions contain large buckets of underperforming 2006-07 vintage subprime RMBS collateral and/or ABS CDO collateral containing subprime risks.

Based on initial analysis of the updated data, we have grouped the guarantors' risk of a capital shortfall due to mortgage market deterioration as follows:

- Financial Security Assurance Inc. (FSA; Aaa), Assured Guaranty Corporation (Aaa) and Radian Asset Assurance Limited (Radian Asset; Aa3) have minimal exposure to ABS CDOs and, for this reason, are highly unlikely to fall below Moody's capital adequacy benchmarks for their rating category.
- MBIA Insurance Corporation's (MBIA; Aaa) is unlikely to fall below Moody's Aaa capital adequacy benchmarks in a stress scenario.
- Ambac Assurance Corporation (Ambac; Aaa), XL Capital Assurance Inc. (SCA; Aaa), and Financial Guaranty Insurance Company (FGIC; Aaa) face moderate risk of falling below Moody's Aaa capital adequacy benchmark under a stress scenario.
- CIFG Guaranty (CIFG, a subsidiary of Aa2-rated Natixis; Aaa) is highly likely to fall below Moody's Aaa capital adequacy benchmark in a stress scenario. The company has the largest exposure to mezzanine CDOs relative to its capital base.

Since this analysis was undertaken, updated granular data will allow for a more definitive analysis of capital adequacy under alternative stress scenarios.

RECENT MORTGAGE PERFORMANCE

There has been further deterioration since Sept 25th in credit performance across a wide range of recent vintage mortgage types including subprime first and second liens, other non-prime mortgages and home equity lines of credit, and on October 12th we increased our cumulative loss assumptions for 2006-vintage subprime pools. Similarly, ABS CDOs have been materially weakened by collateral deterioration given their concentrated exposure to subprime RMBS and other ABS CDO tranches and the leveraged nature of the risks. Our ratings assessment will take into account not only the expected mortgage-related loss for the guarantors but will also consider their ability to withstand a range of other possible outcomes, reflecting the substantial uncertainty in mortgage market outcomes at present.

With the exception of Radian Asset, rated financial guarantors have large US residential mortgage exposures within their insurance portfolios across a range of underlying collateral types and vintages. Within this portfolio, there are large portions of their MBS books that Moody's considers to be well protected, such as earlier-vintage RMBS and recent vintage 1st lien subprime exposures due to the high level of subordination associated with most of these transactions. Other mortgage exposures, especially recent-vintage closed-end second lien mortgages, have experienced significant deterioration, and some of the guarantors are likely to see claims on certain transactions. More importantly, collateral deterioration within recent-vintage ABS CDOs has resulted in substantially reduced levels of protection on a number of insured deals.

MOODY'S CAPITAL ADEQUACY BENCHMARKS

For a Aaa-rated guarantor, capital adequacy is evaluated by comparing its hard capital to estimated losses at a confidence interval of 99.9%. The target capital ratio for a Aaa rating is 1.3x and the minimum is 1.0x, with the difference being a cushion to absorb model, operational and portfolio migration risks. As outlined in previous Moody's research, a capital ratio in the buffer zone between 1.0x and 1.3x may not present an immediate threat to the rating of a guarantor, although it leaves a firm vulnerable to subsequent capital stresses and, consequently, is not seen as a sustainable capital position over an extended period of time.

IMPLICATION FOR RATINGS

By the end of the month, Moody's expects to complete its analysis of the impact of mortgage market exposure on financial guarantors' capital ratios which, for some companies, could result in a rating affirmation, a change in rating outlook, a review for downgrade, or a downgrade. A key consideration in this analysis will be our view of each firm's current and prospective capital adequacy, as reflected by their capital ratios compared to Moody's established benchmarks. In light of recent trends in the mortgage market, and particularly the potential volatility of the ABS CDO exposures, we will consider capital ratios under a distribution of scenarios.

We will expect Aaa rated guarantors to exceed the 1.3x capital ratio benchmark in the expected base case as well as to exceed the 1.0x level in a range of stress scenarios. Establishing appropriate stress levels in this highly volatile market will be a focus of analytic attention. In addition to capital levels, Moody's will continue to study any capital remediation plans, franchise sustainability, risk management, and all other means of support.

THE BUSINESS OF BOND INSURANCE

Financial guarantors provide credit protection by writing financial guaranty insurance policies and credit default swaps in both the primary and secondary markets, focusing on insuring investment-grade obligations in the municipal and structured finance sectors globally. Of the industry's \$2.3 trillion in insured par, roughly 57% consists of US municipal exposure, with structured and international sectors comprising most of the balance. By providing credit protection on a financial obligation, a guarantor unconditionally and irrevocably guarantees payment of principal and interest of an insured obligation when these payments are due, providing an additional level of credit protection beyond the stand-alone creditworthiness of the underlying obligation. Should an event of default occur, payments under the insurance policy may not be accelerated by the policyholder without the consent of the insurer. Most credit default swap contracts are written with similar financial guaranty-like terms, and do not require collateral posting.

New York
Stanislas Rouyer
Senior Vice President
Financial Institutions Group
Moody's Investors Service
JOURNALISTS: 212-553-0376
SUBSCRIBERS: 212-553-1653

New York
Jack Dorer
Managing Director
Financial Institutions Group
Moody's Investors Service
JOURNALISTS: 212-553-0376
SUBSCRIBERS: 212-553-1653

© Copyright 2007, Moody's Investors Service, Inc. and/or its licensors including Moody's Assurance Company, Inc. (together, "MOODY'S"). All rights reserved.

ALL INFORMATION CONTAINED HEREIN IS PROTECTED BY COPYRIGHT LAW AND NONE OF SUCH INFORMATION MAY BE COPIED OR OTHERWISE REPRODUCED, REPACKAGED, FURTHER TRANSMITTED, TRANSFERRED, DISSEMINATED, REDISTRIBUTED OR RESOLD, OR STORED FOR SUBSEQUENT USE FOR ANY SUCH PURPOSE, IN WHOLE OR IN PART, IN ANY FORM OR MANNER OR BY ANY MEANS WHATSOEVER, BY ANY PERSON WITHOUT MOODY'S PRIOR WRITTEN CONSENT. All

information contained herein is obtained by MOODY'S from sources believed by it to be accurate and reliable. Because of the possibility of human or mechanical error as well as other factors, however, such information is provided "as is" without warranty of any kind and MOODY'S, in particular, makes no representation or warranty, express or implied, as to the accuracy, timeliness, completeness, merchantability or fitness for any particular purpose of any such information. Under no circumstances shall MOODY'S have any liability to any person or entity for (a) any loss or damage in whole or in part caused by, resulting from, or relating to, any error (negligent or otherwise) or other circumstance or contingency within or outside the control of MOODY'S or any of its directors, officers, employees or agents in connection with the procurement, collection, compilation, analysis, interpretation, communication, publication or delivery of any such information, or (b) any direct, indirect, special, consequential, compensatory or incidental damages whatsoever (including without limitation, lost profits), even if MOODY'S is advised in advance of the possibility of such damages, resulting from the use of or inability to use, any such information. The credit ratings and financial reporting analysis observations, if any, constituting part of the information contained herein are, and must be construed solely as, statements of opinion and not statements of fact or recommendations to purchase, sell or hold any securities. NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY, TIMELINESS, COMPLETENESS, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY SUCH RATING OR OTHER OPINION OR INFORMATION IS GIVEN OR MADE BY MOODY'S IN ANY FORM OR MANNER WHATSOEVER. Each rating or other opinion must be weighed solely as one factor in any investment decision made by or on behalf of any user of the information contained herein, and each such user must accordingly make its own study and evaluation of each security and of each issuer and guarantor of, and each provider of credit support for, each security that it may consider purchasing, holding or selling.

MOODY'S hereby discloses that most issuers of debt securities (including corporate and municipal bonds, debentures, notes and commercial paper) and preferred stock rated by MOODY'S have, prior to assignment of any rating, agreed to pay to MOODY'S for appraisal and rating services rendered by it fees ranging from \$1,500 to approximately \$2,400,000. Moody's Corporation (MCO) and its wholly-owned credit rating agency subsidiary, Moody's Investors Service (MIS), also maintain policies and procedures to address the independence of MIS's ratings and rating processes. Information regarding certain affiliations that may exist between directors of MCO and rated entities, and between entities who hold ratings from MIS and have also publicly reported to the SEC an ownership interest in MCO of more than 5%, is posted annually on Moody's website at www.moody's.com under the heading "Shareholder Relations - Corporate Governance - Director and Shareholder Affiliation Policy."

PRINTED BY AUTHORITY OF THE STATE OF ILLINOIS

Date of Publication: December 11, 2007

Number of copies printed: 225

Printing Order No. 72,858

