

In the opinion of Bond Counsel, under existing laws, regulations, rulings and judicial decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Series 2009J Bonds is excluded from gross income for federal income tax purposes, except during the period when the Series 2009J Bonds are held by a “substantial user” of the facilities financed by the Series 2009J Bonds or a “related person” within the meaning of Section 147(a) of the Internal Revenue Code of 1986 (the “Code”). Bond Counsel is further of the opinion that interest on the Series 2009J Bonds is not a specific preference item or included in adjusted current earnings for purposes of the federal alternative minimum tax. Under the Act, in its present form, the Bonds and all income from the Bonds is free from all taxation by the State of Illinois or its political subdivisions, except for estate, transfer and inheritance taxes. See “TAX MATTERS” herein.

**Supplement No. 9 to Official Statement
dated May 31, 2012
relating to**

\$19,090,000

**ILLINOIS HOUSING DEVELOPMENT AUTHORITY
Multifamily Initiative Bonds, Series 2009J**

**Dated: December 30, 2009
(interest accrual commencing May 31, 2012)**

Due: September 1, 2043

The Illinois Housing Development Authority (the “**Authority**”) previously issued \$184,080,000 aggregate principal amount of its Multifamily Initiative Bonds, Series 2009A (the “**Series 2009A Bonds**”), and expects to release a portion of the escrowed proceeds of the Series 2009A Bonds in the aggregate principal amount of \$19,090,000 (the “**Released Amount**”) and to convert and redesignate a corresponding portion of the Series 2009A Bonds as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009J (the “**Series 2009J Bonds**”). On November 18, 2010, the Authority converted \$34,670,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009B (the “**Series 2009B Bonds**”). On December 16, 2010, the Authority converted \$27,860,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009C (the “**Series 2009C Bonds**”). On July 28, 2011, the Authority converted \$59,500,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009D (the “**Series 2009D Bonds**”). On November 17, 2011, the Authority converted \$7,700,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009E (the “**Series 2009E Bonds**”), \$5,790,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009F (the “**Series 2009F Bonds**”), \$8,670,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009G (the “**Series 2009G Bonds**”), and \$11,230,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009H (the “**Series 2009H Bonds**”). On December 15, 2011, the Authority converted \$9,570,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009I (the “**Series 2009I Bonds**”) and, together with the Series 2009B Bonds, the Series 2009C Bonds, the Series 2009D Bonds, the Series 2009E Bonds, the Series 2009F Bonds, the Series 2009G Bonds, the Series 2009H Bonds and the Series 2009J Bonds, the “**Converted Bonds**”). The Series 2009J Bonds are the last series of Series 2009A Bonds to be so converted and redesignated. See “THE NEW ISSUE BOND PROGRAM”.

This Supplement No. 9 to Official Statement (“**Supplement No. 9**”) supplements and amends the Official Statement, dated December 18, 2009, relating to the Series 2009A Bonds (the “**Original Official Statement**”), as previously supplemented and amended, in connection with the conversion and redesignation of the Series 2009J Bonds. The Original Official Statement, as previously supplemented and amended and as supplemented and amended by this Supplement No. 9, is referred to as the “**Official Statement**”. The Original Official Statement is attached to this Supplement No. 9 as *Appendix E*. To the extent not supplemented and amended by prior supplements and this Supplement No. 9, the Original Official Statement remains in full force and effect. Certain

capitalized terms used but not otherwise defined in this Supplement No. 9 are defined in the Original Official Statement or in the Indenture defined below.

The Series 2009J Bonds were issued pursuant to and are outstanding under the Trust Indenture, dated as of December 1, 2009 (as amended, the “**Trust Indenture**”), between the Authority and The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as trustee (the “**Trustee**”), as supplemented by the Series 2009A Supplemental Indenture, dated as of December 1, 2009 (as amended, the “**Series 2009A Supplemental Indenture**”), between the Authority and the Trustee, the Series 2009B Supplemental Indenture, dated as of November 1, 2010 (as amended, the “**Series 2009B Supplemental Indenture**”), between the Authority and the Trustee, the Series 2009C Supplemental Indenture, dated as of December 1, 2010 (as amended, the “**Series 2009C Supplemental Indenture**”), between the Authority and the Trustee, the Series 2009D Supplemental Indenture, dated as of July 1, 2011, between the Authority and the Trustee (as amended, the “**Series 2009D Supplemental Indenture**”), the Series 2009E Supplemental Indenture, dated as of November 1, 2011, between the Authority and the Trustee (the “**Series 2009E Supplemental Indenture**”), the Series 2009F Supplemental Indenture, dated as of November 1, 2011, between the Authority and the Trustee (the “**Series 2009F Supplemental Indenture**”), the Series 2009G Supplemental Indenture, dated as of November 1, 2011, between the Authority and the Trustee (the “**Series 2009G Supplemental Indenture**”), the Series 2009H Supplemental Indenture, dated as of November 1, 2011, between the Authority and the Trustee (the “**Series 2009H Supplemental Indenture**”), the Series 2009I Supplemental Indenture, dated as of December 1, 2011, between the Authority and the Trustee (the “**Series 2009I Supplemental Indenture**”), and the Series 2009J Supplemental Indenture, dated as of May 1, 2012, between the Authority and the Trustee (the “**Series 2009J Supplemental Indenture**” and collectively with the Trust Indenture, the Series 2009A Supplemental Indenture, the Series 2009B Supplemental Indenture, the Series 2009C Supplemental Indenture, the Series 2009D Supplemental Indenture, the Series 2009E Supplemental Indenture, the Series 2009F Supplemental Indenture, the Series 2009G Supplemental Indenture, the Series 2009 H Supplemental Indenture and the Series 2009I Supplemental Indenture, the “**Indenture**”). Principal of, premium, if any, and interest on the Series 2009J Bonds will be paid by the Trustee as Paying Agent pursuant to the Indenture.

The Series 2009J Bonds are issuable only in registered form. The Depository Trust Company (“**DTC**” or the “**Depository**”), New York, New York, will act as securities depository for the Series 2009J Bonds and its nominee will be the registered owner of the Series 2009J Bonds. See “**BOOK-ENTRY ONLY SYSTEM**” in the Original Official Statement in *Appendix E*.

The Series 2009J Bonds are issuable in authorized denominations of \$5,000 principal amount and integral multiples of that amount and, for purposes of the release and redemption of the Bonds, \$10,000 principal amount or any integral multiple of \$10,000 in excess thereof. The Series 2009J Bonds will mature on September 1, 2043 (the “**Stated Maturity**”) and will bear interest from and including May 31, 2012 to but excluding July 31, 2012 at a rate per annum equal to the lesser of (a) the interest rate for four week Treasury bills as of the Business Day (as defined in the Indenture) prior to May 31, 2012, plus 140 basis points or (b) 3.84%. Thereafter, the Series 2009J Bonds will bear interest at the permanent rate of 3.84% per annum to maturity. Interest on the Series 2009J Bonds will be payable on July 31, 2012 and thereafter on March 1 and September 1 of each year, commencing September 1, 2012, on the Stated Maturity and on each redemption date. See “**THE SERIES 2009J BONDS**”.

The Series 2009J Bonds are subject to redemption prior to maturity, including optional redemption, projected sinking fund redemption and special redemption, at the prices set forth herein under certain circumstances, as more fully described herein. See: “**THE SERIES 2009J BONDS—Redemption Provisions**” herein and “**THE SERIES 2009A BONDS—Redemption Provisions**” in the Original Official Statement in *Appendix F*.

The Series 2009J Bonds are being issued to make funds available, together with certain other available moneys, to (a) fund a Mortgage Loan in order to acquire, construct and equip the multifamily residential housing development described in *Appendix B* (the “**Series 2009J Development**”) located in the State of Illinois (the “**State**”), including capitalized interest, if any, (b) make a deposit to the Reserve Fund equal to the amount of the Reserve Requirement, if required, and (c) pay certain costs incurred in connection with the conversion and redesignation of the Series 2009J Bonds. See “**SOURCES AND USES OF FUNDS**.”

The Converted Bonds and any remaining unconverted Series 2009A Bonds issued and outstanding under the Indenture are secured by a pledge of (a) the trust estate established under the Indenture (the “**Trust Estate**”), including revenues, assets or moneys held under the Indenture and the related Supplemental Indentures (other than the Rebate Fund, if any), in each case solely to the extent such items are subject to the pledge, assignment, lien and security interest as provided in the Indenture, and (b) such other security or credit enhancement as may be provided for a particular Series of Bonds in the related Supplemental Indenture. See “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009J BONDS**” herein and “**SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009A BONDS**” in the Original Official Statement in *Appendix E*.

The Series 2009J Bonds are special, limited obligations of the Authority. The Series 2009J Bonds will not constitute a debt of the State or any political subdivision thereof, and neither the State nor any of its political subdivisions are liable thereon. The Series 2009J Bonds will not constitute a debt or liability or obligation or a pledge of the faith and credit of the State or any political subdivision thereof but will be payable solely from the revenues or assets of the Authority pledged therefor. Neither the State nor any political subdivision thereof is liable on the Series 2009J Bonds, and the Series 2009J Bonds are not a debt of the State or any political subdivision thereof and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Series 2009J Bonds.

The Series 2009J Bonds are not general obligations of the Authority and are not a debt of or guaranteed by the State or any political subdivision thereof or the United States or any agency or instrumentality thereof. The Authority has determined by resolution that the relevant provisions of Section 26.1 of the Act, as amended, which require 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 Series 2009J Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009J BONDS” herein and “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009A BONDS” in the Original Official Statement in *Appendix E*.

The delivery of the Series 2009J Bonds is subject to the opinion of Kutak Rock LLP, Chicago, Illinois, Bond Counsel, as to the validity of, and the excludability from gross income for federal income tax purposes of interest on, the Series 2009J Bonds. Certain legal matters will be passed upon for the Authority by its General Counsel, Maureen G. Ohle, Esq. and by its counsel, Schiff Hardin LLP, Chicago, Illinois. See “LEGAL MATTERS.”

CONCERNING THE OFFICIAL STATEMENT

No person has been authorized by the Authority to give any information or to make any representations other than those contained in the Official Statement and, if given or made, such other information or representations must not be relied upon as having been authorized by the Authority. The 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 Series 2009J 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 the Official Statement are subject to change without notice, and neither the delivery of the Official Statement nor any sale made under it shall, under any circumstances, create any implication that there has been no change in the affairs of the Authority since the date as of which information is given in the Official Statement.

THE SERIES 2009J BONDS HAVE NOT BEEN REGISTERED UNDER THE SECURITIES ACT OF 1933, AS AMENDED, AND THE RESOLUTIONS AND INDENTURES RELATING TO THE SERIES 2009J BONDS HAVE 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 SERIES 2009J BONDS IN ACCORDANCE WITH APPLICABLE PROVISIONS OF LAW OF THE STATES IN WHICH THE SERIES 2009J BONDS HAVE BEEN REGISTERED OR QUALIFIED, IF ANY, AND THE EXEMPTION FROM REGISTRATION OR QUALIFICATION IN OTHER STATES CANNOT BE REGARDED AS A RECOMMENDATION THEREOF.

THE SERIES 2009J 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 THE OFFICIAL STATEMENT. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENSE.

The Official Statement contains “forward looking statements” within the meaning of the federal securities laws. These forward looking statements include, among others, statements concerning expectations, beliefs, opinions, future plans and strategies, anticipated events or trends and similar expressions concerning matters that are not historical facts. The forward looking statements in the Official Statement are subject to risks and uncertainties that could cause actual results to differ materially from those expressed in or implied by such statements.

TABLE OF CONTENTS

INTRODUCTION	1
THE NEW ISSUE BOND PROGRAM.....	5
SOURCES AND USES OF FUNDS	6
THE AUTHORITY	6
Membership	6
Management.....	7
SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009J BONDS	8
General.....	8
Credit Enhancement of the Series 2009J Mortgage Loans	8
Projected Sinking Fund Redemption	9
Reserve Fund	10
Additional Bonds	10
THE SERIES 2009J BONDS	11
General.....	11
Redemption Provisions	11
Projected Sinking Fund Redemption	11
Optional Redemption.....	13
Selection of Bonds To Be Redeemed	13
Redemption Restrictions and Recycling Prohibition.....	13
Notice of Redemption.....	13
Book-Entry Only System.....	14
SUMMARY OF CERTAIN PROVISIONS OF THE SERIES 2009J SUPPLEMENTAL INDENTURE APPLICABLE TO THE SERIES 2009J BONDS	15
TAX MATTERS	21
Opinion of Bond Counsel	21
Certain Parity Indenture Aspects	21
Certain Ongoing Federal Tax Requirements and Covenants.....	22
Low Income Set-Aside Requirements under the Code	22
Certain Collateral Federal Tax Consequences	23
Original Issue Discount.....	24
Bond Premium	24
Information Reporting and Backup Withholding	25
Miscellaneous	25
LEGAL MATTERS	26
LITIGATION	26
RATINGS	26
CONTINUING DISCLOSURE	26
MISCELLANEOUS	27
APPENDIX A	PROPOSED FORM OF OPINION OF BOND COUNSEL..... A-1
APPENDIX B	DESCRIPTION OF MORTGAGE LOAN AND DEVELOPMENT EXPECTED TO BE FINANCED BY THE SERIES 2009J BONDS..... B-1
APPENDIX C	MORTGAGE INSURANCE PROGRAMS..... C-1
APPENDIX D	SUMMARY OF THE AUTHORITY’S CONTINUING DISCLOSURE UNDERTAKING..... D-1
APPENDIX E	THE ORIGINAL OFFICIAL STATEMENT

Supplement No. 9 to Official Statement
dated May 31, 2012
relating to
\$19,090,000
ILLINOIS HOUSING DEVELOPMENT AUTHORITY
Multifamily Initiative Bonds, Series 2009J

INTRODUCTION

This Supplement No. 9 to Official Statement (including the cover page and appendices, “**Supplement No. 9**”) is being furnished by the Illinois Housing Development Authority (the “**Authority**”) in order to provide information in connection with the conversion and redesignation of a portion of the Authority’s Multifamily Initiative Bonds, Series 2009A (the “**Series 2009A Bonds**”), as the Multifamily Initiative Bonds, Series 2009J (the “**Series 2009J Bonds**”). The Series 2009A Bonds were issued by the Authority on December 30, 2009 pursuant to the Illinois Housing Development Act, 20 ILCS 3805/1 *et seq.*, as amended (the “**Act**”). On November 18, 2010, the Authority converted \$34,670,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009B (the “**Series 2009B Bonds**”). On December 16, 2010, the Authority converted \$27,860,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009C (the “**Series 2009C Bonds**”). On July 28, 2011, the Authority converted \$59,500,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009D (the “**Series 2009D Bonds**”). On November 17, 2011, the Authority converted \$7,700,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009E (the “**Series 2009E Bonds**”), \$5,790,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009F (the “**Series 2009F Bonds**”), \$8,670,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009G (the “**Series 2009G Bonds**”), and \$11,230,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009H (the “**Series 2009H Bonds**”). On December 15, 2011, the Authority converted \$9,570,000 aggregate principal amount of the Series 2009A Bonds and redesignated them as the Illinois Housing Development Authority Multifamily Initiative Bonds, Series 2009I (the “**Series 2009I Bonds**” and, together with the Series 2009B Bonds, the Series 2009C Bonds, the Series 2009D Bonds, the Series 2009E Bonds, the Series 2009F Bonds, the Series 2009G Bonds, the Series 2009H Bonds and the Series 2009J Bonds, the “**Converted Bonds**”). The Series 2009J Bonds are the last series of Series 2009A Bonds to be so converted and redesignated. The Converted Bonds and any remaining unconverted Series 2009A Bonds are hereinafter sometimes collectively called the “**Bonds**.”

Supplement No. 9 supplements and amends the Official Statement dated December 18, 2009, relating to the Series 2009A Bonds (the “**Original Official Statement**”) in connection

with the conversion and redesignation of the Series 2009J Bonds. The Original Official Statement was previously supplemented and amended by Supplement No. 1 to Official Statement dated November 18, 2010 (“**Supplement No. 1**”) relating to the Series 2009B Bonds, Supplement No. 2 to Official Statement dated December 16, 2010 (“**Supplement No. 2**”) relating to the Series 2009C Bonds, Supplement No. 3 to Official Statement dated July 28, 2011 (“**Supplement No. 3**”) relating to the Series 2009D Bonds, Supplement No. 4 to Official Statement dated November 17, 2011 (“**Supplement No. 4**”) relating to the Series 2009E Bonds, Supplement No. 5 to Official Statement dated November 17, 2011 (“**Supplement No. 5**”) relating to the Series 2009F Bonds, Supplement No. 6 to Official Statement dated November 17, 2011 (“**Supplement No. 6**”) relating to the Series 2009G Bonds, Supplement No. 7 to Official Statement dated November 17, 2011 (“**Supplement No. 7**”) relating to the Series 2009H Bonds, and Supplement No. 8 to Official Statement dated December 15, 2011 (“**Supplement No. 8**”) relating to the Series 2009I Bonds. The Original Official Statement as previously supplemented and amended and as supplemented and amended by this Supplement No. 9 is referred to as the “**Official Statement.**” The Original Official Statement is attached to this Supplement No. 9 as *Appendix E*. To the extent not previously supplemented and amended and not supplemented and amended by this Supplement No. 9, the Original Official Statement remains in full force and effect.

Certain capitalized terms used but not otherwise defined in this Supplement No. 9 are defined in “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE—Certain Definitions” in the Original Official Statement attached as *Appendix E* or in the Indenture defined below.

This Supplement No. 9 describes the Series 2009J Bonds during the period in which the Series 2009J Mortgage Loan benefits from credit enhancement under the FHA Risk-Sharing Program as described in *Appendix C*. If (i) the FHA Risk-Sharing Program is changed substantially from the program described in *Appendix C*, or (ii) the Series 2009J Mortgage Loan is supported by other forms of credit enhancement, or (iii) the Series 2009J Development receives federal housing subsidy payments under the Section 8 housing assistance payments program, the Section 236 program or other similar federal housing subsidy programs and such payments are at any time material to the credit of the Series 2009J Bonds, the Authority will prepare and provide to the registered owners of the Series 2009J Bonds promptly an additional supplement to the Official Statement that describes the changes in the FHA Risk-Sharing Program, the new form of credit enhancement or the relevant federal housing subsidy program, as applicable.

Redemption of the Series 2009J Bonds

The Series 2009J Bonds are subject to redemption as set forth in the Series 2009J Supplemental Indenture. See “THE SERIES 2009J BONDS — Redemption Provisions.”

The Series 2009J Bonds Are Limited Obligations

The Series 2009J Bonds are special, limited obligations of the Authority and are payable solely from the Authority’s revenues, assets or moneys pledged therefor under the Indenture. The Series 2009J Bonds will not constitute a debt or liability or obligation or a pledge of the faith and credit or the taxing power of the State or any political subdivision thereof, and neither the State

nor any of its political subdivisions are liable thereon. Neither the State nor any political subdivision thereof is liable on the Series 2009J Bonds, and the Series 2009J Bonds are not a debt of the State or any political subdivision thereof and neither the faith and credit nor the taxing power of the State or any political subdivision thereof is pledged to the payment of the principal of, premium, if any, or the interest on the Series 2009J Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009J BONDS” below and “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009A BONDS” in the Original Official Statement attached as *Appendix E*.

The Series 2009J Bonds are not general obligations of the Authority and are not a debt of or guaranteed by the State or any political subdivision thereof or the United States or any agency or instrumentality thereof. The Authority has determined by resolution that the relevant provisions of Section 26.1 of the Act, as amended, which require 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 Series 2009J Bonds. See “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009J BONDS” below and “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009A BONDS” in the Original Official Statement attached as *Appendix D*.

Authority for the Series 2009J Bonds

The Series 2009A Bonds were issued and the Series 2009J Bonds are being converted and redesignated under the provisions of (i) the Trust Indenture, dated as of December 1, 2009 (the “**Trust Indenture**”), between the Authority and The Bank of New York Mellon Trust Company, N.A., Chicago, Illinois, as trustee (the “**Trustee**”), (ii) the Series 2009A Supplemental Indenture, dated as of December 1, 2009 (the “**Series 2009A Supplemental Indenture**”), between the Authority and the Trustee, (iii) a determination of the Chairman and Executive Director of the Authority with respect to the Series 2009A Bonds (the “**Series 2009A Determination**”), (iv) the Series 2009B Supplemental Indenture, (v) the Series 2009C Supplemental Indenture, (vi) the Series 2009D Supplemental Indenture, (vii) the Series 2009E Supplemental Indenture, (viii) the Series 2009F Supplemental Indenture, (ix) the Series 2009G Supplemental Indenture, (x) the Series 2009H Supplemental Indenture, (xi) the Series 2009I Supplemental Indenture, (xii) the Series 2009J Supplemental Indenture, and collectively with the Trust Indenture, the Series 2009A Supplemental Indenture, the Series 2009B Supplemental Indenture, the Series 2009C Supplemental Indenture, the Series 2009D Supplemental Indenture, the Series 2009E Supplemental Indenture, the Series 2009F Supplemental Indenture, the Series 2009G Supplemental Indenture, the Series 2009H Supplemental Indenture, and the Series 2009I Supplemental Indenture, as amended by Amendment No. 1 described below, the “**Indenture**”), between the Authority and the Trustee, (xiii) a determination of the Vice Chairman and Executive Director of the Authority with respect to the Series 2009J Bonds (the “**Series 2009J Determination**” and together with the Series 2009A Determination, the “**Determinations**”), (xiv) Resolution 2009-IHDA-158 of the Authority adopted on November 20, 2009 (the “**Bond Resolution**”), as amended by Resolution 2009-IHDA-178 of the Authority adopted on December 18, 2009 (the “**First Amendatory Resolution**”), as further amended by Resolution 2010-IHDA-123 of the Authority adopted on September 17, 2010 (the “**Second Amendatory Resolution**”), and as further amended by Resolution 2011-IHDA-159 of the Authority adopted on December 16, 2011 (the “**Third Amendatory Resolution**” and,

together with the Bond Resolution, the First Amendatory Resolution, the Second Amendatory Resolution and the Determinations, the “**Resolution**”). The Trust Indenture, the Series 2009A Supplemental Indenture, the Series 2009B Supplemental Indenture, the Series 2009C Supplemental Indenture, and the Series 2009D Supplemental Indenture were amended in certain respects with the consent of the United States Treasury, the owner of the Series 2009A Bonds, the Series 2009B Bonds, the Series 2009C Bonds and the Series 2009D Bonds, pursuant to Resolution 2011-IHDA-15 of the Authority adopted on September 16, 2011 and Amendment No. 1 to Master Indenture and Series 2009A, Series 2009B, Series 2009C and Series 2009D Supplemental Indentures, dated as of August 1, 2011 (“**Amendment No. 1**”), between the Authority and the Trustee.

The Trust Indenture contains terms and conditions relating to the Bonds, including terms and conditions relating to the issuance and sale of Bonds and various covenants and security provisions, certain of which are summarized in “SUMMARY OF CERTAIN PROVISIONS OF THE INDENTURE” in the Original Official Statement in *Appendix E*. That summary does not purport to be comprehensive or definitive and is subject to all of the provisions of the Trust Indenture, to which reference is hereby made, copies of which are available from the Authority or the Trustee. The Series 2009J Supplemental Indenture contains certain provisions that apply only to the Series 2009J Bonds pursuant to the Third Amendatory Resolution. Certain of those provisions are summarized under the caption “SUMMARY OF CERTAIN PROVISIONS OF THE SERIES 2009J SUPPLEMENTAL INDENTURE APPLICABLE TO THE SERIES 2009J BONDS.”

A portion of the proceeds of the Series 2009J Bonds in the amount of \$19,090,000 (the “**Released Amount**”) is being released on May 31, 2012 (the “**Release Date**”) and a portion of the Series 2009A Bonds allocable to the Released Amount is being redesignated as the Series 2009J Bonds. The Authority is authorized by the Act, the Resolution and the Indenture to (i) release a portion of the proceeds of the Series 2009A Bonds currently held in escrow by the Trustee in a principal amount corresponding to the principal amount of the Series 2009J Bonds, (ii) redesignate a corresponding portion of the Series 2009A Bonds as the Series 2009J Bonds, and (iii) convert the interest rate on the Series 2009J Bonds from the Short-Term Rate (as defined in the Original Official Statement) to the Permanent Rate (as defined in the Original Official Statement) on July 31, 2012 (the “**Conversion Date**”). See “THE NEW ISSUE BOND PROGRAM”.

The Series 2009J Development

Under the Act, the Authority is authorized to finance mortgage loans for multifamily housing for persons and families of low and moderate income in the State of Illinois (the “**State**”). Under the Indenture, the Authority is authorized to issue bonds to provide funds for the making of multifamily mortgage loans to housing sponsors (the “**Developers**”) eligible under the Act for the financing of housing developments (the “**Developments**”), including making deposits in funds and accounts under the Indenture, all as specified in one or more Determinations. Multifamily mortgage loans financed under the Resolution and the Indenture, including, without limitation, the loan described in Appendix B–“DESCRIPTION OF MORTGAGE LOAN AND DEVELOPMENT EXPECTED TO BE FINANCED BY THE SERIES 2009J BONDS”, to the extent such loans constitute Permitted Mortgage Loans as defined in the Series 2009A Supplemental

Indenture, are referred to at various times as either the “**Mortgage Loans**” or the “**Mortgage Loan**”, as appropriate.

Following the Release Date, a portion of the proceeds of the Series 2009A Bonds in an amount equal to the Released Amount will be transferred from the Series 2009A Escrow Account in the Program Fund to the Series 2009J Funding Account in the Program Fund and used, together with certain other available moneys, to (a) fund the Mortgage Loan (the “**Series 2009J Mortgage Loan**”) to the Developer identified in Appendix B–“DESCRIPTION OF MORTGAGE LOAN AND DEVELOPMENT EXPECTED TO BE FINANCED BY THE SERIES 2009J BONDS” to finance the acquisition, construction and equipping of the Series 2009J Development described in *Appendix B* (the “**Series 2009J Development**”), including capitalized interest, if any, (b) make a deposit to the Reserve Fund equal to the amount of the Reserve Requirement, if required, and (c) pay certain costs incurred in connection with the conversion and redesignation of the Series 2009J Bonds. See “SOURCES AND USES OF FUNDS.”

THE NEW ISSUE BOND PROGRAM

The Authority issued the Series 2009A Bonds as escrow bonds under the Multifamily New Issue Bond Program (the “**NIBP Program**”) announced by the United States Department of the Treasury (“**Treasury**”), Fannie Mae and Freddie Mac. The Series 2009A Bonds were purchased by Fannie Mae and Freddie Mac (the “**Purchasers**” or the “**GSEs**”) pursuant to the NIBP Program, the Bond Resolution, the First Amending Resolution, the Series 2009A Determination, the Trust Indenture and the Series 2009A Supplemental Indenture. Proceeds derived from the sale of the Series 2009A Bonds in an amount equal to \$184,080,000 were deposited in the Series 2009A Escrow Account in the Program Fund established by the Trust Indenture and the Series 2009A Supplemental Indenture. Under the NIBP Program, the Purchasers exchanged the Series 2009A Bonds for securities issued by the Purchasers (“**GSE Securities**”) backed by the Series 2009A Bonds, which securities were then purchased by the Treasury. Such GSE Securities are not part of the security for the Bonds. The Series 2009A Bonds bear interest at a short term variable rate and the interest rate calculation method may be converted in up to nine tranches prior to December 31, 2012.

The release of amounts held in the 2009 Series A Escrow Account to become available to make Mortgage Loans depends upon compliance with various conditions set forth in agreements between the Authority and the Purchasers and in the Trust Indenture and the Series 2009A Supplemental Indenture. Upon the satisfaction of the conditions precedent to the release of funds from the Series 2009A Escrow Account, the Authority expects to release the Released Amount from the Series 2009A Escrow Account on the Release Date. A portion of the Series 2009A Bonds corresponding to the Released Amount will be converted and re-designated as the Series 2009J Bonds on the Release Date pursuant to the Series 2009J Determination and the Series 2009J Supplemental Indenture. The Series 2009J Bonds are the last series of Converted Bonds.

SOURCES AND USES OF FUNDS

The estimated sources and uses of funds (net of accrued interest) in connection with the conversion and redesignation of the Series 2009J Bonds are as follows:

Sources

Released Amount	\$ 19,090,000
Borrowers' Contribution	<u>178,526</u>
Total Sources	<u>\$ 19,268,526</u>

Uses

Deposit to Series 2009J Funding Account of the Program Fund	\$ 18,300,000
Deposit to the Reserve Fund	590,000
Capitalized interest	91,551
GSE fees	7,500
Costs of Issuance	<u>279,475</u>
Total Uses	<u>\$ 19,268,526</u>

THE AUTHORITY

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

KAREN DAVIS, Vice Chair – Executive Administrator, Friendly Temple Church

MARK KOCHAN, Secretary – Attorney, Kochan & Kochan P.C.

MARY KANE, Treasurer – Senior Vice President, Stifel, Nicolaus & Company, Inc.

WILLIAM J. MALLERIS, Member – Developer (Retired)

MELODY REYNOLDS, Member – Executive Director, Advocates for Access

DEBORAH H. TELMAN, Member – Division Counsel, Abbott Laboratories

There are currently two vacancies in the Authority’s membership.

Management

Gloria L. Materre, the Authority’s Executive Director, Phillip Culpepper, the Authority’s Deputy Executive Director and Chief of Staff, and Robert W. Kugel, the Authority’s Chief Financial Officer, Assistant Executive Director and Assistant Treasurer, resigned. Mary R. Kenney, the Authority’s General Counsel, left the Authority in October 2010 and was replaced by Maureen G. Ohle as General Counsel. Ms. Kenney was appointed as the Authority’s new Executive Director on April 15, 2011. Bryan Zises became the Authority’s Assistant Executive Director and Chief of Staff in May 2010. Michele Williams replaced James Kregor as the Authority’s Controller effective in May 2010. Hazim Taib has been appointed Chief Financial Officer and Assistant Treasurer.

MARY R. KENNEY, Executive Director, returned to the Authority in March 2011. She previously served as the Authority’s General Counsel over the period of August 2000 through October 2010. Ms. Kenney also served as an administrator in the Authority’s Portfolio Administration Department from 1988 through 1991. Ms. Kenney earned her law degree from the School of Law of Loyola University of Chicago. After law school, she joined the Chicago law firm of Johnson & Bell in 1994 where she specialized in litigation. She also holds a Bachelor of Science degree in finance from DePaul University, where she concentrated in real estate and graduated with honors.

BRYAN ZISES, Assistant Executive Director and Chief of Staff, returned to the Authority in May 2011 as Assistant Executive Director and Chief of Staff where he oversees programmatic and personnel aspects of the Authority. He obtained a depth of affordable housing finance knowledge from his previous roles as Public Affairs Director at the Authority from 2003 to 2006, as well as Communications Director at the Chicago Housing Authority, one of the largest public housing authorities in the nation. Bryan is a skilled public relations and communications specialist with more than twenty years of experience in public finance, political campaigns, government, and media production. He holds a Bachelor of Arts degree in Political Science from the University of Chicago and a Master of Fine Arts degree in Film, with a focus on marketing, management and creative development, from the University of Southern California.

MAUREEN G. OHLE, General Counsel, joined the Authority in November of 2010 as Senior Counsel and was promoted to General Counsel in August 2011. Before joining the Authority, she worked in the real estate group at Sidley Austin LLP, practicing out of the firm’s Chicago office. Prior to this, she worked for J.P. Morgan Chase Bank, N.A. in the commercial mortgage-backed securities group, having started her legal career at Sidley Austin’s Washington, DC. office from 2001 to 2007. Maureen holds a Bachelor of Arts degree in Political Studies from

the University of Illinois-Springfield and a Juris Doctorate degree from The Catholic University of America Columbus School of Law.

HAZIM TAIB, Chief Financial Officer and Assistant Treasurer, has been with the Authority since 1998. His responsibilities include overseeing the Authority's assets and liabilities, managing its capital budget along with its credit risk and rating. He has extensive experience in bond structuring, cash modeling, tax exempt issuance and rating agency requirements. Mr. Taib holds a Master of Business Administration degree with emphasis in statistics and a Bachelor of Science degree in finance from Indiana State University and a degree in Public Administration from Universiti Teknologi MARA, Malaysia.

MICHELE WILLIAMS, Controller, joined the Authority in May 2010. Ms. Williams is a Certified Public Accountant with a bachelor's degree in accounting. She has over 15 years' experience in accounting and taxes for small business, industry and not-for-profit companies.

For additional information concerning the Authority and its programs, see "THE AUTHORITY" and "OTHER AUTHORITY PROGRAMS" in the Original Official Statement attached as *Appendix E*.

SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009J BONDS

General

For general information concerning the security for and sources of payment of the Bonds, including the Series 2009J Bonds, see "SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009A BONDS" in the Original Official Statement attached as *Appendix E*.

Credit Enhancement of the Series 2009J Mortgage Loans

The Series 2009J Mortgage Loans are expected to have credit enhancement under the FHA Risk-Sharing Program. See Appendix C—"MORTGAGE INSURANCE PROGRAMS—The FHA Risk-Sharing Program."

The FHA Risk-Sharing Program is administered by the United States Department of Housing and Urban Development ("HUD"), acting through FHA, pursuant to Section 542(c) of the Housing and Community Development Act of 1992 (the "**Risk-Sharing Act**") and applicable HUD Regulations found at 24 C.F.R. Part 266. The Risk-Sharing Act authorizes the Secretary of HUD (the "**HUD Secretary**") to enter into risk-sharing agreements with qualified state or local housing finance agencies ("**HFA**s") to enable HFAs to underwrite and process loans for which HUD, acting through FHA, will provide full mortgage insurance for eligible developments. Under this program, FHA endorses mortgages on qualified multifamily projects for insurance. HUD delegates to the HFA certain loan underwriting, loan management and property disposition functions. Upon default of an insured loan, FHA is required to make an initial payment in the amount of the unpaid principal and interest due to the date of claim. The HFA is required to reimburse HUD an agreed percentage of any loss resulting upon disposition of the property (but in any event within five years, subject to extension in the discretion of HUD).

Pursuant to Section 542(c) of the Risk-Sharing 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, 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 insurance claims. Claims made by the Authority under the federal insurance program will be made at the times and in the manner described in *Appendix C*.

Neither FHA nor any other credit enhancer insures or guarantees the Series 2009J Bonds. The assets of FHA or of any other credit enhancers are not available to the Authority or the Trustee to satisfy obligations to the holders of the Series 2009J Bonds. The obligations of FHA and other credit enhancers, if any, are limited to the payment of mortgage insurance claims, credit enhancement or guaranties as described herein.

This Supplement No. 9 describes the Series 2009J Bonds during the period in which the Series 2009J Mortgage Loan benefits from credit enhancement under the FHA Risk-Sharing Program as described in *Appendix C*. If (i) the FHA Risk-Sharing Program is changed substantially from the program described in *Appendix C*, or (ii) the Series 2009J Mortgage Loan is supported by other forms of credit enhancement, or (iii) the Series 2009J Development receives federal housing subsidy payments under the Section 8 housing assistance payments program, the Section 236 program or other similar federal housing subsidy programs and such payments are at any time material to the credit of the Series 2009J Bonds, the Authority will prepare and provide to the registered owners of the Series 2009J Bonds promptly an additional supplement to the Official Statement that describes the changes in the FHA Risk-Sharing Program, the new form of credit enhancement or the relevant federal housing subsidy program, as applicable.

Projected Sinking Fund Redemption

The Projected Sinking Fund Redemption Schedule on the Series 2009J Bonds described below under “THE SERIES 2009J BONDS—Projected Sinking Fund Redemption” has been established by the Authority in the Series 2009J Supplemental Indenture based on the scheduled amortization payments on the Series 2009J Mortgage Loans expected to be made or purchased with moneys on deposit in the Series 2009J Funding Account in the Program Fund. As described below under “THE SERIES 2009J BONDS—Projected Sinking Fund Redemption”, the Projected Sinking Fund Redemption Schedule may be revised by the Authority from time to time. If funds (including Series 2009J Mortgage Loan prepayments, if any) are received from time to time in amounts less than the amounts necessary to pay (i) the interest on Series 2009J Bonds and (ii) the redemption price of Series 2009J Bonds in accordance with the Projected Sinking Fund Redemption Schedule then in effect, the Trustee is required to redeem Series 2009J Bonds in such lesser amount and there shall be no Event of Default under the Indenture attributable to such lesser redemption. Payments of principal and interest on Series 2009J Mortgage Loans, including Series 2009J Mortgage Loan prepayments, in excess of the amounts necessary to pay the interest on Series 2009J Bonds and the redemption price of Series 2009J Bonds in

accordance with the Projected Sinking Fund Redemption Schedule then in effect may be applied to redeem Series 2009J Bonds prior to maturity.

To the extent that Series 2009J Mortgage Loan are not purchased at the time and interest rate anticipated by the Authority, or timely payment of principal or interest on the Series 2009J Mortgage Loan is not received when due, or prepayments on Series 2009J Mortgage Loan are received at a rate substantially higher than assumed, or the Authority suffers losses on the Series 2009J Mortgage Loan in excess of any applicable mortgage insurance or guarantee or in excess of amounts otherwise available therefor or investment income differs from the amount projected by the Authority, the moneys available under the Indenture for payment of the Series 2009J Bonds, including the amounts in the Reserve Fund, may be adversely affected and the redemption of Series 2009J Bonds pursuant to the Projected Sinking Fund Redemption Schedule may be delayed. Certain proceeds of the Series 2009J Bonds, including proceeds on deposit in the Program Fund and the Reserve Fund, will be invested in Permitted Investments.

Reserve Fund

The Trust Indenture requires that a Reserve Fund be established and provides for its funding and maintenance in an amount at least equal to the Reserve Requirement. The Trust Indenture establishes the Reserve Requirement as an amount at least equal to the aggregate amounts specified, if any, as the Reserve Requirement in the Supplemental Indentures authorizing all Series of Bonds currently outstanding. Pursuant to the Series 2009J Supplemental Indenture, the Reserve Requirement with respect to the Series 2009J Bonds is an amount equal to the maximum amount of principal and interest due on the Series 2009J Bonds on any interest payment date (excluding the final interest payment date). For purposes of this calculation, principal due on any date includes principal payable at maturity (and not scheduled for payment pursuant to sinking fund installments) and principal payable pursuant to sinking fund installments. Any change from time to time in the amount of this Series 2009J Reserve Requirement shall be evidenced by a calculation made by the Authority and submitted in writing to the Trustee. The Trustee may conclusively rely on any such calculation by the Authority. In connection with the conversion and redesignation of the Series 2009J Bonds, a deposit in the amount of \$590,000, equal to the maximum amount of principal and interest due on the Series 2009J Bonds on any interest payment date (beginning on and after March 4, 2014 and excluding the final interest payment date) as of the delivery of the Series 2009J Bonds, will be made into the Reserve Fund. See “SOURCES AND USES OF FUNDS” above.

For further information concerning the Reserve Fund, see “SECURITY AND SOURCES OF PAYMENT FOR THE SERIES 2009A BONDS—Reserve Fund” in the Original Official Statement attached as *Appendix E*.

Additional Bonds

The Series 2009J Bonds are the last of the Series 2009A Bonds to be issued under the Indenture as Converted Bonds.

THE SERIES 2009J BONDS

General

The Series 2009J Bonds are dated December 30, 2009, will mature on the Stated Maturity, and will bear interest from May 31, 2012 (the “**Release Date**”) to but excluding July 31, 2012 (the “**Conversion Date**”) at a rate per annum equal to the lesser of (a) the interest rate for four week Treasury bills as of the Business Day prior to the Release Date plus 140 basis points or (b) 3.84%, payable on the Conversion Date. On and after the Conversion Date, the Series 2009J Bonds will bear interest at a rate per annum equal to 3.84% per annum, payable on each March 1 and September 1, commencing September 1, 2012 (each an “**Interest Payment Date**”), on the Stated Maturity and on any redemption date, until payment of the principal thereof, from the Interest Payment Date next preceding the date of registration and authentication of each such Series 2009J Bond, unless such Series 2009J Bond is registered and authenticated as of an Interest Payment Date, in which case it shall bear interest from said Interest Payment Date, or unless such Series 2009J Bond shall be in default, in which event such Series 2009J Bond shall bear interest from the date on which interest was last paid on such Series 2009J Bond or from the Conversion Date if no interest has been paid on such Series 2009J Bond. The Series 2009J Bonds initially will be registered in the name of Cede & Co., as registered owner and nominee for DTC, which will act as securities depository for the Series 2009J Bonds. If any such dates are not business days, then payments will be made on the next business day. Interest will be calculated on the basis of a 360-day year consisting of twelve 30-day months.

Payment of the principal of and the interest on the Series 2009J Bonds at Stated Maturity will be made upon the presentation and surrender of the Series 2009J Bonds. All payments of interest on and principal of, the Series 2009J Bonds will be paid through DTC in accordance with its normal procedures, which as of the date of this Supplement No. 9 provide for payment by the Securities Depository to its Direct Participants (as defined under the caption “BOOK-ENTRY ONLY SYSTEM” in the Original Official Statement attached as *Appendix E*).

Redemption Provisions

Projected Sinking Fund Redemption. The Series 2009J Bonds are subject to special mandatory redemption (“**Projected Sinking Fund Redemption**”) in direct order of maturity (and by lot within a maturity) at a redemption price equal to 100 percent of their principal amount, plus accrued interest to the date of redemption, if any, on the first Business Day of any month, pursuant to the provisions summarized under the caption “–Optional Redemption” below. No notice of such redemption shall be given to the Trustee, and the Trustee shall base its redemption of Series 2009J Bonds on the table set forth below, as revised from time to time by the Authority. Such table may be revised at any time in a certificate of the Authority provided to the Trustee. To the extent that amounts are available on the related redemption date for any such Projected Sinking Fund Redemption but are less than the related amount set forth in the table, the Trustee shall redeem Series 2009J Bonds in such lesser amount and there shall be no Event of Default under the Indenture attributable to such lesser redemption.

The Projected Sinking Fund Redemption Schedule is as follows:

<u>Redemption Date</u>	<u>Projected Sinking Fund Redemption Amount (\$)</u>	<u>Redemption Date</u>	<u>Projected Sinking Fund Redemption Amount (\$)</u>
March 1, 2014	90,000	March 1, 2035	390,000
September 1, 2014	180,000	September 1, 2035	400,000
March 1, 2015	180,000	March 1, 2036	400,000
September 1, 2015	180,000	September 1, 2036	410,000
March 1, 2016	190,000	March 1, 2037	420,000
September 1, 2016	190,000	September 1, 2037	430,000
March 1, 2017	190,000	March 1, 2038	430,000
September 1, 2017	200,000	September 1, 2038	440,000
March 1, 2018	200,000	March 1, 2039	450,000
September 1, 2018	210,000	September 1, 2039	460,000
March 1, 2019	210,000	March 1, 2040	470,000
September 1, 2019	210,000	September 1, 2040	480,000
March 1, 2020	210,000	March 1, 2041	490,000
September 1, 2020	210,000	September 1, 2041	500,000
March 1, 2021	220,000	March 1, 2042	520,000
September 1, 2021	220,000	September 1, 2042	530,000
March 1, 2022	230,000	March 1, 2043	540,000
September 1, 2022	230,000	September 1, 2043	550,000
March 1, 2023	240,000		
September 1, 2023	240,000		
March 1, 2024	250,000		
September 1, 2024	250,000		
March 1, 2025	260,000		
September 1, 2025	260,000		
March 1, 2026	270,000		
September 1, 2026	270,000		
March 1, 2027	280,000		
September 1, 2027	280,000		
March 1, 2028	290,000		
September 1, 2028	300,000		
March 1, 2029	300,000		
September 1, 2029	310,000		
March 1, 2030	320,000		
September 1, 2030	320,000		
March 1, 2031	330,000		
September 1, 2031	330,000		
March 1, 2032	330,000		
September 1, 2032	340,000		
March 1, 2033	360,000		
September 1, 2033	360,000		
March 1, 2034	360,000		
September 1, 2034	380,000		

Optional Redemption. The Series 2009J Bonds are subject to optional redemption in minimum denominations of \$10,000 and integral multiples of \$10,000 in excess of that amount at the option of the Authority, in whole or in part, from any source of funds, on the first Business Day of any month, at a redemption price equal to 100% of the principal amount of the Series 2009J Bonds to be redeemed, without premium, plus accrued interest, if any, to the redemption date.

Selection of Bonds To Be Redeemed. In the event of redemption of less than all of the outstanding Series 2009J Bonds, the Series 2009J Bonds to be redeemed shall be selected by the Authority in its sole discretion by written notice to the Trustee of the principal amount of the Series 2009J Bonds to be redeemed, or if not so provided, randomly in such manner as the Trustee in its discretion deems fair. Whenever the Trustee is required or authorized to redeem Series 2009J Bonds other than at the election or direction of the Authority, the Trustee shall select the Series 2009J Bonds to be redeemed, give the notice of redemption and pay out of moneys available therefor (or pay to any Paying Agent, if applicable) the redemption price to the appropriate Paying Agent or Paying Agents in accordance with the terms of the Indenture. The Series 2009J Bonds may be redeemed only in minimum denominations of \$10,000 and integral multiples of \$10,000 in excess of that amount. All Series 2009J Bonds called for redemption will cease to accrue interest on the specified redemption date and shall no longer be considered outstanding under the Indenture, if funds sufficient for the redemption of those Series 2009J Bonds are deposited with the Trustee. Upon presentation and surrender of Series 2009J Bonds called for redemption at the place or places of payment, together with a written instrument of transfer duly executed by the owner thereof or by the owner's attorney duly authorized in writing, such Series 2009J Bonds are to be paid and redeemed.

Redemption Restrictions and Recycling Prohibition. Except as limited by tax law requirements, the Authority shall apply the following exclusively to the redemption of Series 2009J Bonds: (i) all proceeds of the Series 2009J Bonds, to the extent not used to fund Permitted Mortgage Loans, refund outstanding bond issues as provided in the Indenture, pay Series 2009J Bond issuance expenses or fund related reserve accounts and (ii) a *pro rata* portion (calculated based on the outstanding principal amount of the Series 2009J Bonds divided by the outstanding principal amount of the Bonds) of all principal prepayments and recoveries of principal received with respect to the Permitted Mortgage Loans acquired or financed with the proceeds of the Bonds, to the extent not used to pay scheduled principal, interest or sinking fund redemptions on the Bonds. Notwithstanding the foregoing, tax credit equity with respect to projects funded with Permitted Mortgage Loans may be used solely to redeem related bonds issued in conjunction with the Bonds. Amounts set forth in clause (ii) are required to be applied to the redemption of Series 2009J Bonds promptly and as provided above shall not be recycled into new Permitted Mortgage Loans. The Bonds may be redeemed with payments of specified Permitted Mortgage Loans.

Notice of Redemption. When the Trustee is required or authorized to redeem Series 2009J Bonds, the Trustee will, in accordance with the terms and provisions of the Series 2009J Bonds and of the Indenture, give notice (which notice shall be dated the date given) of the redemption of Series 2009J Bonds, which notice will specify (a) the name of the Series 2009J Bonds, (b) the date of issue, (c) the redemption price, (d) the CUSIP number or numbers of the Series 2009J Bonds to be redeemed, (e) the redemption date and the place or places where

amounts due upon such redemption will be payable (including name and address of the Trustee or redemption agent, with contact person and telephone number), (f) if less than all of the Series 2009J Bonds are to be redeemed, the letters and numbers or other distinguishing marks of such Series 2009J Bonds so to be redeemed (*i.e.*, certificate numbers), (g) in the case of a Series 2009J Bond to be redeemed in part only, such notice shall also specify the portion of the principal amount thereof to be redeemed, and (h) such other information as may be specified in the Series 2009J Supplemental Indenture. Such notice will further state that, except as otherwise provided in the second succeeding paragraph, on the redemption date there will become due and payable upon each Series 2009J Bond to be redeemed the redemption price thereof, or the redemption price of the specified portion of the principal amount thereof in the case of a Series 2009J Bond to be redeemed in part only, and that from and after such date, interest on such Series 2009J Bond will cease to accrue and be payable. Such notice will be given by mailing a copy of such notice, first class mail, postage prepaid, at least 30 days but no more than 60 days prior to such redemption date, to the registered owner of any Series 2009J Bond, all or a portion of which is to be redeemed, at his last address, if any, appearing upon the registry books, but failure so to mail any such notice or any defect in such notice will not be a condition precedent to or affect the validity of any proceedings for the redemption of other Series 2009J Bonds.

In addition, the Trustee will send (no more than 60 days after the date for redemption) a further notice of redemption to each registered owner who has not presented his or her Series 2009J Bond for redemption within 30 days subsequent to the redemption date. Each such notice will be sent by first class mail, postage prepaid.

Any notice of redemption may, if directed by the Authority, be given specifying that the redemption of the Series 2009J Bonds so called for redemption is made conditional upon the deposit of sufficient amounts to pay the redemption price therefor on the redemption date and, if amounts are not so available, such notice of redemption shall be cancelled and be null and void and the Series 2009J Bonds so called for redemption and subject to such conditional redemption notice shall continue to remain outstanding.

Additionally, written notice of each redemption of Series 2009J Bonds must be provided by the Trustee to the GSEs, the Administrator and the Treasury's Financial Agent, such notice to be provided by facsimile transmission to addresses provided by such parties. Redemption of Series 2009J Bonds will not be conditioned or delayed for the giving of such notice, which must be provided at least ten (10) days in advance of the date of such redemption.

Book-Entry Only System.

The Series 2009J Bonds are issuable only in registered form. DTC will act as securities depository for the Series 2009J Bonds and its nominee will be the registered owner of the Series 2009J Bonds. See "BOOK-ENTRY ONLY SYSTEM" in the Original Official Statement in *Appendix E*.

**SUMMARY OF CERTAIN PROVISIONS OF THE SERIES 2009J SUPPLEMENTAL INDENTURE
APPLICABLE TO THE SERIES 2009J BONDS**

The Authority adopted Resolution 2011-IHDA-159 on December 16, 2011, to amend the Trust Indenture, as previously amended, to reflect changes in the New Issue Bond Program made in connection with the extension of the expiration date of that program until December 31, 2012. These changes are summarized below. For purposes of the Series 2009J Bonds only, the following definitions of capitalized terms and operative provisions supersede definitions of such terms and operative provisions provided and used in the Original Official Statement as previously supplemented and amended.

Definitions

“Annual Base Rate” means, in connection with Program Bonds subject to a Release Date occurring prior to January 1, 2011, 3.49%, and, in connection with a Release Date occurring on or after January 1, 2011 and before January 1, 2012, the 10 year Constant Maturity Treasury Rate as of the close of business on December 9, 2010 or a date between December 2, 2010 and December 10, 2010, designated in advance by the Issuer, each as reported to the Trustee and the Issuer by the Special Permanent Rate Advisor.

“Ceiling Rate Pair” means, in connection with Program Bonds subject to a Release Date occurring on or after January 1, 2012, a pair of interest rates consisting of (i) the 10 year Constant Maturity Treasury Rate, as reported by Treasury as of the close of business on the 2011 Determination Date plus 60 basis points and (ii) the MMD Rate as of the close of business on the 2011 Determination Date plus 60 basis points, as such rates are certified to the Issuer by the Special Permanent Rate Advisor.

“Conversion Date” means, with respect to all or a portion of Series 2009A Bonds that are converting to a Permanent Rate, the date two (2) months after the related Release Date; provided that there shall be no more than nine (9) Conversion Dates. Notwithstanding the foregoing, Conversion Dates with respect to which 100% of the released Escrowed Proceeds were used to refund bonds of the Issuer which were, prior to such refunding, supported by a Temporary Credit and Liquidity Facility issued by the GSEs shall not count against the nine (9) overall Conversion Date limit.

“Determination Date” means, collectively, the 2011 Determination Date and the 2012 Determination Date.

“Escrow Release Termination Date” means, subject to the GSEs’ right to consent to Release Dates, December 31, 2012, or any later date approved by Treasury and the GSEs in their sole discretion.

“Four Week T Bill Rate” means the interest rate for Four Week Treasury Bills (secondary market) as reported by the Federal Reserve on its website at the following Internet address <http://www.federalreserve.gov/releases/h15/update/h15upd.htm>.

“MMD Rate” means, as of the close of business on the relevant Determination Date, the 30 year “AAA” MMD rate published by Thompson Reuters; provided, however, that if such rate

is below the 10 year Constant Maturity Treasury Rate as reported by Treasury on the relevant Determination Date, the “MMD Rate” shall mean the greater of the 10 year Constant Maturity Treasury Rate or the 30 year Constant Maturity Treasury Rate, as reported by Treasury as of the close of business on such Determination Date.

“**Notice Parties**” means the Administrator, Fannie Mae, Freddie Mac and Treasury’s Financial Agent.

“**Notification Date Rate Pair**” means, in connection with Program Bonds subject to a Release Date occurring on or after January 1, 2012, a pair of interest rates consisting of (i) the 10 Year Treasury Rate as of the close of business on the 2012 Determination Date and (ii) the MMD Rate as of the close of business on the 2012 Determination Date, as such rates are certified to the Issuer by the Special Permanent Rate Advisor.

“**Permanent Rate**” means, with respect to the principal amount of Series 2009A Bonds subject to release on the relevant Release Date, an interest rate per annum certified to the Trustee by the Special Permanent Rate Advisor on or prior to such Release Date equal to (i) with respect to Release Dates prior to December 31, 2011, the sum of (A) the 10 Year Treasury Rate plus (B) the Spread and, (ii) with respect to Release Dates on or after January 1, 2012, the sum of (A) the Weighted Average Life Rate plus (ii) the Spread.

“**Permanent Rate Calculation Date**” means the date on which the Permanent Rate is calculated with respect to all or a portion of the Program Bonds, which shall be, with respect to each applicable portion of the Pre Conversion Bonds, the date on which the Special Permanent Rate Advisor notifies the Issuer and the Trustee of the Permanent Rate, which date shall be a date on or before the first business day at least seven (7) calendar days prior to the Release Date.

“**Release Date**” means such date or dates (not to exceed nine (9) dates, no more than one of which may occur in any 30 day period) on or prior to the Escrow Release Termination Date and which dates are acceptable to the GSEs and are Issue Dates. For purposes of determining the number of Release Dates, each delivery by the Issuer of a Notification of Interest Rate Conversion/Release Certificate shall be counted as a Release Date regardless of whether the related Release Date actually occurs or is postponed, unless the GSEs elect not to treat failure to satisfy the conditions relative to a particular Release Date against the total Release Date limit. Notwithstanding the foregoing, Release Dates with respect to which 100% of the Escrowed Proceeds are used to refund bonds of the Issuer which were, prior to such refunding, supported by a Temporary Credit and Liquidity Facility issued by the GSEs shall not count against the nine (9) overall Release Date limit described above.

“**Spread**” means (i) with respect to Program Bonds which are not Variable Rate Construction Program Bonds, additional per annum interest on the Program Bonds based upon the lowest Bond Rating of the Program Bonds effective as of the Permanent Rate Calculation Date under the Indenture by the rating agencies rating the Program Bonds, as follows:

<u>Rating</u>	<u>Additional Spread (Releases prior to January 1, 2012)</u>	<u>Additional Spread (Release on and after January 1, 2012)</u>
'Aaa'/'AAA'	60 bps	140 bps
'Aa'/'AA'	75 bps	155 bps
'A'	110 bps	190 bps

and, (ii) with respect to Program Bonds which are Variable Rate Construction Program Bonds, additional per annum interest on the Variable Rate Construction Program Bonds based upon the lowest Bond Rating of the Program Bonds effective as of the Permanent Rate Calculation Date under the Indenture by the rating agencies rating the Variable Rate Construction Program Bonds, as follows:

<u>Rating</u>	<u>Additional Spread (Releases prior to January 1, 2012)</u>	<u>Additional Spread (Release on and after January 1, 2012)</u>
'Aaa'/'AAA'	140 bps	220 bps
'Aa'/'AA'	155 bps	235 bps
'A'	190 bps	270 bps

“Supplemental Indenture” means the Series 2009A Supplemental Indenture, dated as of December 1, 2009, between the Issuer and the Trustee.

“2011 Determination Date” means (i) the preceding business day relative to any date between December 1, 2011 and December 9, 2011, inclusive, selected by the Issuer on or before such date by e.mail request to HFAInitiative@SSgA.com with a copy to JPM.HFA@jpmorgan.com or (ii) if no such selection is made by the Issuer, December 8, 2011.

“2012 Determination Date” means the business day immediately prior to submission by the Issuer of a Notification of Interest Rate Conversion/Release Certificate.

“Weighted Average Life” means the weighted average life of a series of Program Bonds as certified by the Issuer at least nine (9) calendar days prior to the applicable Release Date based solely on the maturity dates and mandatory sinking fund redemptions and/or mandatory principal pass-through amounts applicable to such Program Bonds.

“Weighted Average Life Rate” means the lower of the two index rates (R) to be found by calculating for both the Ceiling Rate Pair and the Notification Date Rate Pair (rounded to the nearest basis point) the linearly interpolated point between the rates in that pair utilizing the Weighted Average Life. Specifically, for each of the Ceiling Rate Pair and the Notification Date Rate Pair, the Weighted Average Life Rate will equal:

$$R^* = \text{CMT}_{10} + \frac{\text{WAL} - 10}{20} (\text{MMD}_{30} - \text{CMT}_{10})$$

If the Weighted Average Life is less than 10 years, the Weighted Average Life Rate shall equal the lower of the 10-year Constant Maturity Treasury Rate-based rates in the Ceiling Rate Pair and the Notification Date Rate Pair. Consistent with the definition of “Ceiling Rate Pair,” in the above formula, (i) the Ceiling Rate Pair CMT_{10} and MMD_{30} rates shall be increased by 60 basis points, and (ii) “ MMD_{30} ” shall mean the MMD Rate, as defined herein.

Release and Conversion

(a) **General.** A Conversion may involve all or only a portion of the Series 2009A Bonds, provided that such Series 2009A Bonds may only be Converted in integral multiples of \$10,000. Any particular portion of a Series 2009A Bond may be Converted to a Permanent Rate only once. The Issuer may exercise its right of Conversion on no more than nine (9) occasions and must cause each related Release Date to occur on or prior to the Escrow Release Termination Date. Notwithstanding the foregoing, Release Dates with respect to which 100% of the Escrowed Proceeds are used to refund bonds of the Issuer which were, prior to such refunding, supported by a Temporary Credit and Liquidity Facility issued by the GSEs shall **not** count against the nine (9) overall Release Date limit described above. If Series 2009A Bonds are Converted to Permanent Rates in part on different dates, each portion of such Program Bond may bear interest at different Permanent Rates based on their respective Conversion Dates.

(b) **Release Requirements.**

(i) On or prior to the date which is fourteen (14) days prior to a proposed Release Date, the Issuer shall notify the Trustee, the Notice Parties (at the Notice Parties’ Addresses) and the Rating Agencies of (A) the proposed Release Date (which may not be a date more than one hundred twenty (120) days following the date on which a Notification of Interest Rate Conversion/Release Certification is delivered to the Notice Parties), (B) the proposed Conversion Date, (C) the principal amount of Series 2009A Bonds to be Converted on such Conversion Date, (D) the proposed Permanent Rate Calculation Date and (E) the Bond Rating anticipated to be in effect on the Release Date. On a business day which is at least nine (9) calendar days prior to a proposed Release Date, the Issuer shall submit to the Notice Parties and the Trustee a schedule of maturity dates and sinking fund redemptions and/or mandatory principal pass-through amounts relative to the Program Bonds to be converted, as well as a certification by the Issuer of the Weighted Average Life of such Program Bonds.

(ii) The Issuer shall deliver or cause to be delivered to the Trustee on or prior to any Release Date, the following:

(A) the certification of the Special Permanent Rate Advisor specifying, as applicable, the Permanent Rate Calculation Date and the Four Week T-Bill Rate, Spread and Permanent Rate applicable to the relevant Conversion;

(B) the Official Statement or Official Statement Supplement for the Program Bonds, which is required to exactly reflect the schedule submitted by the Issuer pursuant to New Issue Bond Program requirements;

(C) (I) an opinion or opinions of counsel and a certificate of an authorized officer of the Issuer to the effect that nothing has come to their attention that the Official Statement or Official Statement Supplement contains any untrue statement of a material fact or omits to state a material fact necessary to make the statements therein, in light of the circumstances in which there were made, not misleading and (II) a letter or letters from the counsel referenced in the foregoing clause (I) addressed to the GSEs stating that the GSEs may rely on such opinion as though it was addressed to them;

(D) confirmation by the Rating Agencies of the Bond Rating on the applicable Program Bonds after giving effect to the Release Date and related Conversion;

(E) an opinion of Bond Counsel dated as of the Release Date to the effect that the applicable Program Bonds have been duly and validly issued and are enforceable obligations of the Issuer and that interest payable on such Program Bonds is exempt from federal income taxation under Section 103 of the Code; and

(F) a Certificate of the GSEs, evidencing (I) their consent to the Release Date and (II) that the Issuer has paid or made arrangements to pay the fees of the GSEs' counsel in connection with the Release Date.

The Trustee shall provide via e-mail and delivery by overnight mail (x) to the Notice Parties at the Notice Parties' Addresses copies of items (ii) (A) through (F) above and (y) to the Issuer and the Notice Parties at the Notice Parties' Addresses, confirmation, as set forth in Exhibit B hereto, that the interest rate of the related Program Bonds shall be Converted to the specified Permanent Rate as of the specified Conversion Date and that the related bond proceeds shall be released to the Issuer on the specified Release Date in accordance with the provisions of this Exhibit.

Redemption Restrictions and Recycling Prohibition

Except as limited by tax law requirements, the Issuer shall apply the following exclusively to the redemption of Program Bonds: (i) all proceeds of the Program Bonds, to the extent not used to fund Permitted Mortgage Loans, refund outstanding bond issues as herein provided, pay Program Bond issuance expenses or fund related reserve accounts and (ii) a *pro rata* portion (calculated based on the outstanding principal amount of the Program Bonds divided by the sum of the outstanding principal amount of the Program Bonds and the outstanding principal amount of any bonds issued in conjunction with and secured by the Trust Estate on a parity with the Program Bonds) and 100% (if no bonds issued in conjunction with and secured by the Trust Estate on a parity with the Program Bonds are then Outstanding) of all principal prepayments and recoveries of principal received with respect to the Permitted Mortgage Loans, acquired or financed with the proceeds of the Program Bonds and any such parity bonds, to the

extent not used to pay scheduled principal, interest or sinking fund redemptions (which must be structured in accordance with the requirements of Section 2.8) on Program Bonds and any bonds issued in conjunction with and secured by the Trust Estate on a parity with the Program Bonds. Notwithstanding the foregoing, tax credit equity with respect to projects funded with Permitted Mortgage Loans may be used solely to redeem related bonds issued in conjunction with Program Bonds.

Amounts set forth in clause (ii) are required to be applied to the redemption of Program Bonds promptly and as provided above shall not be recycled into new Permitted Mortgage Loans. Particular series of Program Bonds may be redeemed with payments of specified Permitted Mortgage Loans. If more than one series of Program Bonds is Outstanding hereunder, the provisions of clauses (i) and (ii) shall be applied to each series in isolation such that amounts applied pursuant hereto to the redemption of Program Bonds shall be applied to the redemption of the series of Program Bonds which funded the applicable unused proceeds or which funded the Permitted Mortgage Loans giving rise to such redemption, as the case may be.

Mandatory Sinking Fund Redemption

Program Bonds are subject to mandatory sinking fund redemption in the amounts and on the dates to be established by the Issuer not later than the final Release Date (provided, however, that Construction Program Bonds shall not be subject to sinking fund redemption prior to the Construction Program Bond Conversion Date). The Issuer hereby covenants to establish such sinking fund schedules as herein provided.

Each such redemption shall be at a price of par plus accrued interest to the redemption date. The schedules described above shall take into account anticipated underlying Permitted Mortgage Loan amortization, and standard and customary practices of the Issuer. Notwithstanding anything to the contrary herein, the Issuer shall not structure sinking fund schedules relative to the Program Bonds or any other bonds secured by the Trust Estate which assume any unscheduled prepayments of Permitted Mortgage Loans. Unscheduled prepayments will be applied to redemption of bonds as provided in Section 2.7. Except as otherwise required to maintain the rating on a series of Program Bonds, Program Bond mandatory sinking fund redemption schedules shall be adjusted, in the event of any unscheduled redemption of Program Bonds subject to such sinking fund redemption (as nearly as practicable, taking into account authorized denominations), by reducing each remaining scheduled sinking fund payment by a factor equal to the principal amount of such unscheduled redemption of Program Bonds subject to such sinking fund redemption divided by the aggregate principal amount of Program Bonds Outstanding prior to such redemption (after giving effect to any scheduled redemption occurring on or prior to such redemption date). The Trustee shall, within thirty (30) days of any such unscheduled principal redemption, provide notice, in a form acceptable to the GSEs, to the Notice Parties of the revised sinking fund redemption schedule calculated in accordance herewith.

Treasury Non-Conversion Fee

The Issuer has agreed to remit to Treasury, as directed by the GSEs, a fee equal to .30% per annum accruing from and after April 1, 2012, calculated on the basis of a 365 or 366 day

year, as applicable, from April 1, 2012 to the date on which Escrowed Proceeds are applied to the redemption of Program Bonds. Such fee shall be calculated on the principal amount of Program Bonds redeemed with Escrowed Proceeds released from escrow for such purpose, and shall be payable on the date of such redemption.

TAX MATTERS

Opinion of Bond Counsel

In the opinion of Bond Counsel, under existing laws, regulations, rulings and court decisions and assuming the accuracy of certain representations and continuing compliance with certain covenants described herein, interest on the Series 2009J Bonds is excluded from gross income for Federal income tax purposes pursuant to Section 103 of the Code, except that no opinion is expressed as to such exclusion of interest on any Series 2009J Bond for any period during which the Series 2009J Bond is held by a person who is a “substantial user” of the facilities financed with the proceeds of the Series 2009J Bonds or a “related person” within the meaning of Section 147(a) of the Code. Bond Counsel is further of the opinion that interest on the Series 2009J Bonds is not a specific preference item or included in adjusted current earnings for purposes of the federal alternative minimum tax.

In rendering its opinion, Bond Counsel has relied on certain representations, certifications of fact, and statements of reasonable expectations made by the Authority and the Developers in connection with the Series 2009J Bonds, and Bond Counsel has assumed compliance by the Authority and the Developers with certain ongoing covenants to comply with applicable requirements of the Code to assure the exclusion of interest on the Bonds from gross income under Section 103 of the Code.

Under the Act, in its present form, the Bonds and all income from the Series 2009J Bonds is free from all taxation of the State of Illinois or its political subdivisions, except for estate, transfer and inheritance taxes. Future legislation enacted in the State of Illinois could alter the tax status of bonds issued by the Authority prior to enactment. There is no way to predict the scope of future legislative proposals, and whether such proposals, if enacted, will alter the tax status of the Series 2009J Bonds. In addition, the Series 2009J Bonds and the income therefrom may be subject to taxation under the laws of the states other than the State of Illinois.

Bond Counsel expresses no opinion regarding any other Federal or state tax consequences with respect to the Series 2009J Bonds, and renders its opinion under existing statutes and court decisions as of the issue date, and assumes no obligation to update its opinion after the issue date to reflect any future action, fact or circumstance, or change in law or interpretation, or otherwise. Bond Counsel expresses no opinion on the effect of any action hereafter taken or not taken in reliance upon an opinion of other counsel on the exclusion from gross income for Federal income tax purposes of interest on the Series 2009J Bonds, or under state and local tax law.

Certain Parity Indenture Aspects

Each series of Bonds issued under the Indenture with the intention that the interest paid thereon will be excludable from gross income for Federal income tax purposes (“**Tax-Exempt**”

Bonds”), including the Series 2009J Bonds, must satisfy the applicable requirements of the Code. In general, Tax-Exempt Bonds originally issued for new money purposes after the general effective date of the Code (August 16, 1986), are fully subject to the applicable requirements of the Code, including the more restrictive low income set-aside requirements under the Code. The Series 2009J Bonds are fully subject to the low income set-aside requirements of the Code. This section includes brief summaries of certain low income set-aside requirements applicable to the Series 2009J Bonds under the Code.

Certain Ongoing Federal Tax Requirements and Covenants

The Code establishes certain ongoing requirements that must be met subsequent to the issuance and delivery of the Series 2009J Bonds in order that interest on the Series 2009J Bonds be and remain excluded from gross income under Section 103 of the Code. These requirements include, but are not limited to, requirements relating to use and expenditure of gross proceeds of the Series 2009J Bonds, yield and other restrictions on investments of gross proceeds, and the arbitrage rebate requirement that certain excess earnings on gross proceeds be rebated to the Federal Government. Noncompliance with such requirements may cause interest on the Series 2009J Bonds to become included in gross income for Federal income tax purposes retroactive to their issue date, irrespective of the date on which such noncompliance occurs or is discovered. The Authority has covenanted in the Indenture that it will do and perform all acts necessary or desirable to assure the exclusion of interest on the Series 2009J Bonds from gross income under Section 103 of the Code. The Authority will deliver its Tax Certificate concurrently with the issuance of the Series 2009J Bonds which will contain provisions relating to compliance with the requirements of the Code. The Authority also has required or will require Developers to make certain covenants in the Mortgage Loan program documents relating to compliance with the requirements of the Code. No assurance can be given, however, that in the event of a breach of any such covenant, the remedies available to the Authority or the owners of the Series 2009J Bonds can be enforced judicially in a manner to assure compliance with the Code and therefore to prevent the loss of the exclusion from gross income of the interest on the Series 2009J Bonds for Federal income tax purposes. Such Federal tax compliance covenants will be subordinate to the rights of FHA under the Series 2009J Loan documents and the enforcement of such covenants will be subject to FHA approval. Because of these FHA restrictions, enforcement remedies available to the Authority or any other mortgagee may be inadequate to prevent the loss of tax exemption of interest on such Series 2009J Bonds for Federal income tax purposes.

Low Income Set-Aside Requirements under the Code

The Series 2009J Bonds are subject to the low income set-aside and other requirements for qualified residential rental projects under the Code which are described briefly in this subsection. The Code requires that at least 95 percent of the net proceeds of exempt facility bonds under Section 142(a)(7) (after reduction for amounts applied to fund a reasonably required reserve fund) be used to provide “qualified residential rental projects.” The Code defines a residential rental project as a project containing units with separate and complete facilities for living, sleeping, eating, cooking, and sanitation that are available to the general public and are to be used on other than a transient basis. Section 142(d) of the Code requires that either (i) at least 20% of the completed units in a project to be financed with the proceeds of the Series 2009J

Bonds be continuously occupied during the “qualified project period” by individuals and families whose annual adjusted income does not exceed 50% of the area median income (with adjustments for family size), or (ii) at least 40% of the completed units in a project to be financed with the proceeds of the Series 2009J Bonds be continuously occupied during the qualified project period by individuals and families whose annual adjusted income does not exceed 60% of the area median income (with adjustments for family size). The Authority will make elections on the applicable low income set-aside requirements with respect to the Developments expected to be financed with the proceeds of the Series 2009J Bonds prior to the issuance date of the Series 2009J Bonds. In addition, all of the units in any Development must be rented or available for rental on a continuous basis throughout the applicable qualified project period. The Code defines the “qualified project period” as the period beginning on the first day upon which 10% of the units in a project are occupied and ending on the latest of (i) the date that is 15 years after the date upon which 50% of the residential units in such project are occupied, (ii) the first day on which no tax-exempt private activity bond issued with respect to such project is outstanding, or (iii) the date upon which any assistance provided with respect to such project under Section 8 of the United States Housing Act of 1937, as amended, terminates. A Development generally will meet the continuing low income set aside requirement so long as a tenant’s income does not increase to more than 140% of the applicable income limitation. Generally, upon an increase of a tenant’s income over 140% of the applicable income limitation, the next available unit of comparable or smaller size in the applicable Development must be rented to a tenant whose income does not exceed the applicable income limitation. The Code requires annual certifications to be made to the Secretary of the Treasury regarding compliance with the applicable income limitations.

Certain Collateral Federal Tax Consequences

The following is a brief discussion of certain collateral Federal income tax matters with respect to the Series 2009J Bonds. It does not purport to address all aspects of Federal taxation that may be relevant to a particular owner of a Series 2009J Bond. Prospective investors, particularly those who may be subject to special rules, are advised to consult their own tax advisors regarding the Federal tax consequences of owning and disposing of the Series 2009J Bonds.

Prospective owners of the Series 2009J Bonds should be aware that the ownership of such obligations may result in collateral Federal income tax consequences to various categories of persons, such as corporations (including S Corporations and foreign corporations), financial institutions, property and casualty and life insurance companies, individual recipients of Social Security or railroad retirement benefits, individuals otherwise eligible for the earned income tax credit, and taxpayers deemed to have incurred or continued indebtedness to purchase or carry obligations the interest on which is excluded from gross income for Federal income tax purposes. The extent of these collateral tax consequences will depend upon such owner’s particular tax status and other items of income or deduction, and Bond Counsel has expressed no opinion regarding any such consequences. Purchasers of the Series 2009J Bonds should consult their tax advisors as to the tax consequences of purchasing or owning the Series 2009J Bonds. Interest on the Series 2009J Bonds may be taken into account in determining the tax liability of foreign corporations subject to the branch profits tax imposed by Section 884 of the Code.

Original Issue Discount

“Original issue discount” (“**OID**”) is the excess of the sum of all amounts payable at the stated maturity of a Series 2009J Bond (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates) over the issue price of that maturity. In general, the “issue price” of a maturity means the first price at which a substantial amount of the Series 2009J Bonds of that maturity was sold (excluding sales to bond houses, brokers, or similar persons acting in the capacity as underwriters, placement agents, or wholesalers). In general, the issue price for each maturity of Series 2009J Bonds is expected to be the initial public offering price set forth on the cover page (or inside cover page) of this Official Statement with respect to such Series 2009J Bonds. In general, under Section 1288 of the Code, OID on a Series 2009J Bond having OID (a “**Discount Bond**”) accrues under a constant yield method, based on periodic compounding of interest over prescribed accrual periods using a compounding rate determined by reference to the yield on that Discount Bond. An owner’s adjusted basis in a Discount Bond is increased by accrued OID for purposes of determining gain or loss on sale, exchange, or other disposition of such Series 2009J Bond. Accrued OID may be taken into account as an increase in the amount of tax-exempt income received or deemed to have been received for purposes of determining various other tax consequences of owning a Discount Bond even though there will not be a corresponding cash payment.

Due to the fact that the interest rate on the Series 2009J Bonds increases two months following the Release Date, the Series 2009J Bonds may be considered issued with original issue discount for federal income tax purposes.

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

Bond Premium

In general, if an owner acquires a Series 2009J Bond for a purchase price (excluding accrued interest) or otherwise at a tax basis that reflects a premium over the sum of all amounts payable on the Series 2009J Bond after the acquisition date (excluding certain “qualified stated interest” that is unconditionally payable at least annually at prescribed rates), that premium constitutes “bond premium” on that Series 2009J Bond (a “**Premium Bond**”). In general, under Section 171 of the Code, an owner of a Premium Bond must amortize the bond premium over the remaining term of the Premium Bond, based on the owner’s yield over the remaining term of the Premium Bond, determined based on constant yield principles (in certain cases involving a Premium Bond callable prior to its stated maturity date, the amortization period and yield may be required to be determined on the basis of an earlier call date that results in the lowest yield on such bond). An owner of a Premium Bond must amortize the bond premium by offsetting the qualified stated interest allocable to each interest accrual period under the owner’s regular method of accounting against the bond premium allocable to that period. In the case of a tax-exempt Premium Bond, if the bond premium allocable to an accrual period exceeds the qualified stated interest allocable to that accrual period, the excess is a nondeductible loss. Under certain

circumstances, the owner of a Premium Bond may realize a taxable gain upon disposition of the Premium Bond even though it is sold or redeemed for an amount less than or equal to the owner's original acquisition cost.

Owners of any Premium Bonds should consult their own tax advisors regarding the treatment of bond premium for Federal income tax purposes, including various special rules relating thereto, and state and local tax consequences, in connection with the acquisition, ownership, amortization of bond premium on, sale, exchange, or other disposition of Premium Bonds.

Information Reporting and Backup Withholding

Information reporting requirements apply to interest paid on tax-exempt obligations, including the Series 2009J Bonds. In general, such requirements are satisfied if the interest recipient completes, and provides the payor with, a Form W-9, "Request for Taxpayer Identification Number and Certification", or unless the recipient is one of a limited class of exempt recipients, including corporations. A recipient not otherwise exempt from information reporting who fails to satisfy the information reporting requirements will be subject to "backup withholding", which means that the payor is required to deduct and withhold a tax from the interest payment, calculated in the manner set forth in the Code. For the foregoing purpose, a "payor" generally refers to the person or entity from whom a recipient receives its payments of interest or who collects such payments on behalf of the recipient.

If an owner purchasing a Series 2009J Bond through a brokerage account has executed a Form W-9 in connection with the establishment of such account, as generally can be expected, no backup withholding should occur. In any event, backup withholding does not affect the excludability of the interest on the Series 2009J Bonds from gross income for Federal income tax purposes. Any amounts withheld pursuant to backup withholding would be allowed as a refund or a credit against the owner's Federal income tax once the required information is furnished to the Internal Revenue Service.

Miscellaneous

From time to time, there are legislative proposals in the Congress and in the states that, if enacted, could alter or amend the federal and state tax matters referred to above or adversely affect the market value of the Series 2009J Bonds. An example is the American Jobs Act of 2011 (S. 1549), proposed by the President and introduced in the Senate on September 13, 2011. If enacted as introduced, a provision of S. 1549 would limit the amount of exclusions (including tax-exempt interest) and deductions available to certain high income taxpayers for taxable years after 2012, and as a result could affect the market price or marketability of the Bonds. It cannot be predicted whether or in what form any such proposal might be enacted or whether if enacted it would apply to Series 2009J Bonds issued prior to enactment. In addition, regulatory actions are from time to time announced or proposed and litigation is threatened or commenced which, if implemented or concluded in a particular manner, could adversely affect the market value of the Series 2009J Bonds. It cannot be predicted whether any such regulatory action will be implemented, how any particular litigation or judicial action will be resolved, or whether the Series 2009J Bonds or the market value thereof would be impacted thereby. The opinions

expressed by Bond Counsel are based upon existing legislation and regulations as interpreted by relevant judicial and regulatory authorities as of the date of issuance and delivery of the Series 2009J Bonds and Bond Counsel has expressed no opinion as of any date subsequent thereto or with respect to any pending legislation, regulatory initiatives or litigation.

Purchasers of the Series 2009J Bonds should consult their tax advisors regarding any pending or proposed legislation, regulatory initiatives or litigation.

LEGAL MATTERS

The authorization and delivery of the Series 2009J Bonds are subject to receipt of the opinion of Kutak Rock LLP, Chicago, Illinois, Bond Counsel, which will be in substantially the form set forth in *Appendix A*. Certain legal matters will be passed upon for the Authority by its General Counsel, Maureen G. Ohle, Esq., and by its counsel, Schiff Hardin 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 Series 2009J Bonds or which in any way contests the validity of the Series 2009A Bonds or the Converted Bonds or any proceedings of the Authority taken with respect to their issuance or sale or the pledge or application of any moneys or the security provided for the payment of the Series 2009A Bonds or the Converted 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 Series 2009J Bonds, of the Authority.

RATINGS

The Series 2009J Bonds have received a rating of “Aaa with a negative outlook” from Moody’s Investors Service, Inc. (“**Moody’s**”). Any rating assigned to the Series 2009J Bonds reflects only the views of the applicable rating agency and an explanation of the significance of such rating may be obtained only from the applicable rating agency. There is no assurance that the rating that has been assigned to the Series 2009J Bonds will continue for any given period of time or that it will not be revised or withdrawn entirely by such rating agency if, in the judgment of the rating agency, circumstances so warrant. A downward revision or withdrawal of the rating may have an adverse effect on the market price of the Series 2009J Bonds.

CONTINUING DISCLOSURE

In connection with Rule 15c2-12 promulgated under the Securities Exchange Act of 1934, as amended, the Authority has agreed to provide to certain parties certain annual financial information and operating data and notices of certain material events. In addition, the Authority has agreed to file annually, within 180 days after the close of each Fiscal Year, beginning with

the fiscal year ending June 30, 2010, financial statements for such Fiscal Year. The financial statements must be accompanied by the related report of its independent public accountants. The Authority's agreement to provide this information is referred to as the (the "**Continuing Disclosure Undertaking**"). Such information will be provided to (i) the Municipal Securities Rulemaking Board through its Electronic Municipal Market Access System and (ii) any entity designated by the State of Illinois as a state information depository for purposes of Rule 15c2-12. A summary of the Continuing Disclosure Undertaking is included as *Appendix D* to this Official Statement. The Continuing Disclosure Undertaking may be enforced by any beneficial or registered owner of the Series 2009J Bonds, but the Authority's failure to comply with this undertaking will not be a default under the Indenture.

In addition, in the Series 2009J Supplemental Indenture, the Authority has covenanted to provide certain information to the GSEs for each period after and including the calendar quarter ending September 30, 2010. Such information includes principally (i) audited financial statements of the Authority for each Fiscal Year, including in supplemental schedules financial statements specific to the Indenture, (ii) financial statements of the Authority for interim portions of a Fiscal Year if produced, (iii) financial statements specific to the Indenture for each of the first three calendar quarters of each Fiscal Year, (iv) a compliance certificate in a specified form, (v) specified quarterly reports, (vi) copies of cash flow certificates, (vii) certificates required under the Series 2009J Supplemental Indenture for the withdrawal of cash from the Indenture, (viii) copies of rating agency presentations and ratings pertaining to the Indenture or to the Authority as a whole, (ix) copies of disclosure documents with respect to obligations outstanding under the Indenture, and (x) copies of publicly available information disclosures concerning the financial condition or performance of the Authority.

The Authority also agreed in the Series 2009J Supplemental Indenture to provide the GSEs with notice of certain events, including (i) events which would require the filing of an "events notice" under Rule 15c2-12 as that Rule is amended, restated or replaced from time to time, (ii) any "event of default" or event which, with the passage of time or the giving of notice, or both, would become such an "event of default" under the Indenture or certain related documents, (iii) resignation or removal of the Trustee, or any failure by the Trustee to perform its duties under the Indenture or any related document, (iv) demands for payments or for the posting of collateral under a hedging arrangement, (v) any litigation, administrative or other proceeding or other development that would have a material and adverse effect on the ability of the Authority to perform its duties and obligations under the Indenture or any related document, (vi) a ratings downgrade, or notice of a negative outlook applicable to existing ratings, relating to the Authority as a whole or to the Bonds, (vii) certain adverse changes with respect to any provider of a guaranteed investment contract or hedge relating to the Indenture or to the Authority as a whole, (viii) supplements or amendments to the Indenture, (ix) unscheduled draws on a debt service reserve of credit enhancement for any of the Bonds, (x) defeasance of any Bonds, and (xi) release, sale or substitution of any property securing any of the Bonds.

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 Series 2009J Bonds. The execution and distribution of this Official Statement have been duly authorized by the Authority.

ILLINOIS HOUSING DEVELOPMENT AUTHORITY

Executive Director

Appendix A

PROPOSED FORM OF OPINION OF BOND COUNSEL

[Date of Delivery]

Illinois Housing Development Authority
Chicago, Illinois

\$19,090,000
Illinois Housing Development Authority
Multifamily Initiative Bonds,
Series 2009J

We have previously acted as Bond Counsel in connection with the issuance by the Illinois Housing Development Authority (the "Authority") of \$184,080,000 aggregate principal amount of its Multifamily Initiative Bonds, Series 2009A (the "Series 2009A Bonds"). The Series 2009A Bonds were authorized to be issued pursuant to the Illinois Housing Development Authority Act, 20 ILCS 3805/1 *et seq.*, as amended (the "Act"), and under and pursuant to the Trust Indenture, dated as of December 1, 2009 (the "Trust Indenture"), between the Authority and The Bank of New York Mellon Trust Company, N.A., as trustee (the "Trustee"), resolutions of the Authority authorizing the issuance and sale of bonds to finance multifamily mortgage loans, and the Supplemental Indenture dated as of December 1, 2009 (the "Series 2009A Supplemental Indenture"), between the Authority and the Trustee.

It is now deemed necessary and advisable to supplement the Trust Indenture by the Series 2009J Supplemental Indenture, dated as of December 1, 2010 (the "Series 2009J Supplemental Indenture"), by and between the Authority and the Trustee, to provide for and establish a Release Date (as defined below) with respect to a portion of the proceeds of the Series 2009A Bonds currently held in escrow and to provide for the application of such released proceeds to the funding of mortgage loans, all as hereinafter provided. In accordance with and subject to the terms, conditions and limitations established in the Trust Indenture and the Series 2009J Supplemental Indenture, a portion of the proceeds of the Series 2009A Bonds in the principal amount of \$19,090,000 shall be released from escrow on the date hereof (the "Release Date"), and the portion of the Series 2009A Bonds relating thereto shall be redesignated "Series 2009J" (the "Series 2009J Bonds" or the "Bonds") and deemed reissued for federal income tax purposes as of the date hereof.

The Trust Indenture, the Series 2009A Supplemental Indenture and the Series 2009J Supplemental Indenture are collectively referred to herein as the "Indenture."

The Bonds are equally and ratably secured by the Trust Indenture with all other bonds issued thereunder unless otherwise specified in a supplemental indenture or by the Authority pursuant to the provisions thereof.

The Bonds are dated, mature in the years, in the respective principal amounts and bear interest at the rates per annum (subject to conversion) set forth in the Series 2009J Supplemental Indenture. The Bonds are also subject to redemption prior to maturity upon the terms and conditions and at the redemption prices provided in the Indenture.

The Internal Revenue Code of 1986 (the “Code”) establishes certain continuing requirements which must be met in order that interest on the Bonds not be included in gross income of the owners thereof for federal income tax purposes. These include requirements as to the use and investment of proceeds of the Bonds, the payment of certain amounts to the United States and the use and occupancy of the projects financed by the Bonds. In the Indenture, various tax certificates and a Tax Regulatory Agreement, dated as of May 1, 2012 (the “Tax Regulatory Agreement”), among the Authority, the Trustee and the borrower (the “Borrower”), the Authority and the Borrower have made various covenants with respect to these requirements. Failure to comply with certain of such covenants could cause interest on the Bonds to be included in gross income of the owners thereof for federal income tax purposes, retroactively to the date of issuance of the Bonds.

In rendering this opinion we have reviewed the Indenture and certain other documents, certificates and other materials delivered in connection with the issuance of the Bonds.

Based on the foregoing it is our opinion that:

(a) The Authority is a legally existing body politic and corporate of the State and has the right and power under the Act to adopt the Indenture and to authorize, issue and deliver the Bonds.

(b) The Authority has duly adopted the resolutions pursuant to which the Bonds are issued. The Indenture has been duly and lawfully authorized and executed by the Authority, is in full force and effect and is valid and binding upon the Authority and enforceable in accordance with its terms and no other authorization for the Indenture is required. The Indenture creates the valid pledge which it purports to create of the Trust Estate (except the Rebate Fund), subject only to the provisions of the Indenture permitting the application of amounts held thereunder for the purposes (including particular series or subseries of Bonds) and on the terms and conditions set forth in the Indenture.

(c) The Bonds have been duly authorized, executed, issued and delivered by the Authority in accordance with the Act and the Indenture and constitute valid and binding limited obligations of the Authority, enforceable in accordance with their terms and the terms of the Indenture and entitled to the benefits of the Act and the Indenture. The Bonds are special limited obligations, and not general obligations, of the Authority payable solely from the revenues, assets or moneys pledged therefor under the Indenture, enforceable in accordance with their terms and the terms of the Indenture, and entitled to the benefit of the Indenture and the Act. The Authority has no taxing power. The Bonds are not a debt of the State of Illinois and the State of Illinois is not liable on the Series Bonds. The Bonds are not subject to Section 26.1 of the Act.

(d) Under existing laws, regulations, rulings and judicial decisions, and assuming the accuracy of certain representations and continuing compliance with certain covenants, interest on the Bonds is excluded from gross income of their owners for federal income tax purposes. We are further of the opinion that interest on the Bonds is not a specific preference item or included in adjusted current earnings for purposes of the federal alternative minimum tax. If there is continuing compliance by the Authority and the Borrower with their respective covenants described above as contained in the Indenture and the Tax Regulatory Agreement, we are of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for federal income tax purposes. No opinion is expressed, however, as to the exclusion from gross income of the owners of the Bonds for federal income tax purposes of interest on any Bond for any period during which such Bond is held by a person who is a “substantial user” of the Development or by any person considered to be related to such person within the meaning of the Code. Ownership of the Bonds may result in other federal tax consequences to certain taxpayers, and we express no opinion regarding any such collateral consequences arising with respect to the Bonds.

(e) Under the Act, in its present form, the Bonds and all income from the Bonds is free from all taxation by the State of Illinois or its political subdivisions, except for estate, transfer and inheritance taxes.

The opinions we have expressed herein as to the treatment of the Bonds or the interest borne thereon for federal income tax purposes and for state tax purposes are based upon statutes, regulations, and court decisions in effect on the date hereof. We undertake no obligation to update the contents of this opinion on any future date. Each purchaser of the Bonds should consult his or her tax advisor regarding any changes in the status of any pending or proposed legislation.

The rights of the owners of the Bonds, and the enforceability of the Bonds and the Indenture, may be subject to bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting creditors’ rights. Enforcement of provisions of the Bonds and the Indenture by an equitable or similar remedy is subject to general principles of law or equity governing such a remedy, including the exercise of judicial discretion whether to grant any particular form of relief.

This opinion is based upon facts known or certified to us and laws in effect on its date and speaks as of that date. We have not undertaken any obligation to revise or supplement this opinion to reflect any facts or circumstances that may come to our attention after the date of this opinion, or any changes in law that may occur after that date.

Very truly yours,

Appendix B

DESCRIPTION OF MORTGAGE LOAN AND DEVELOPMENT EXPECTED TO BE FINANCED BY THE SERIES 2009J BONDS

<u>Name</u>	<u>Location</u>	<u>Owner</u>	<u>No. of Units</u>	<u>Credit Enhancement</u>	<u>Term of Mortgage Loan (Years)</u>	<u>Interest Rate</u>	<u>Expected Date of Construction Completion</u>	<u>Mortgage Loan Amount</u>
South Suburban Chicago Heights SLF	1040 Dixie Highway, Chicago Heights, IL 60411	Chicago Heights SLF, LLC	144	FHA Risk-Sharing Program	30	4.30%	7/1/3013	\$18,500,000

Appendix C

MORTGAGE INSURANCE PROGRAMS

THE FHA RISK-SHARING PROGRAM

The following is a brief description of the multifamily mortgage insurance program administered by HUD, acting through FHA, pursuant to Section 542(c) of the Housing and Community Development Act of 1992, as amended (the “**Risk-Sharing Act**”), of Title II of the National Housing Act, as amended (the “**National Housing Act**”), and is qualified in its entirety by reference to the National Housing Act and the Risk-Sharing Act and the regulations thereunder.

The Risk-Sharing Act authorizes the Secretary of HUD to enter into risk-sharing agreements with qualified state or local housing finance agencies (“**HFA**s”) to enable those HFAs to underwrite and process loans for which HUD, acting through FHA, will provide full mortgage insurance for eligible projects. HUD has promulgated regulations at 24 C.F.R. Part 266 (the “**Regulations**”) pursuant to the National Housing Act. The FHA Risk-Sharing Program established by the Risk-Sharing Act allows HFAs to carry out certain HUD functions, including the assumption of underwriting, loan management and property disposition functions and responsibility for defaulted loans, including reimbursement of HUD for a portion of the loss from any defaults that occur while the HUD contract of mortgage insurance is in effect. The FHA Risk-Sharing Program is designed to increase the supply of affordable multifamily units by allowing HFAs to originate and service mortgage loans that are fully insured by FHA.

This mortgage insurance program requires that an interested HFA first be approved as a qualified HFA. Upon notification of approval as a qualified HFA, the HFA must execute a risk-sharing agreement with the Commissioner of FHA. The risk-sharing agreement must state the agreed upon risk apportionment between HUD and the HFA, the number of units allocated to the HFA, a description of the HFA’s standards and procedures for underwriting and servicing loans and a list of HFA certifications designed to assure its proper performance.

Projects eligible to be insured under the FHA Risk-Sharing Program include qualified new construction projects, substantial rehabilitation projects, existing projects, projects receiving Section 8 or other rental subsidies, single room occupancy projects, board and care/assisted living facilities and elderly projects. Transient housing or hotels, projects in military impact areas, retirement service centers, and nursing homes or intermediate care facilities are specifically excluded from eligibility for insurance under the program. Risk-sharing projects must be maintained as “affordable housing,” which means that either (1) 20% or more of the units are both rent-restricted (as defined below) and occupied by families whose income is 50% or less of the area median income as determined by HUD, with adjustments to income based on household size, or (2) 40% or more of the units are both rent-restricted and occupied by families whose income is 60 percent or less of the area median income as determined by HUD, with adjustments to income based on household size. A residential unit is rent-restricted if the gross rent with respect to such unit does not exceed 30% of the imputed income limitation applicable to the unit as published from time to time by HUD.

Pursuant to Section 542(c) of the Risk-Sharing 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, 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.

The Authority will authorize the use of the FHA Risk-Sharing Program in connection with the new Mortgage Loan financed by the Series 2009J Bonds on a case-by-case basis.

FHA Insurance under the FHA Risk-Sharing Program with respect to any Mortgage Loan may be terminated upon the occurrence of certain events, including the following: (1) the corresponding mortgage is paid in full; (2) the Authority acquires mortgaged property and notifies the Commissioner that it will not file an insurance claim; (3) a party other than the Authority acquires property at a foreclosure sale; (4) the Authority notifies the Commissioner of a voluntary termination of insurance; (5) the Authority or its successors commit fraud or make a material misrepresentation to the Commissioner with respect to certain information; (6) the receipt by the Commissioner of an application for final claims settlement by the Authority; or (7) the Authority acquires the mortgaged property and fails to make an initial claim.

During its participation in the program, the HFA must take responsibility for certain functions, including specified functions relating to the Affirmative Fair Housing Marketing Plan, labor standards, insurance of advances, cost certification, and lead-based paint requirements. A mortgagor must certify to the HFA that it is in compliance with certain enumerated discrimination and civil rights statutes and executive orders. HUD has specifically retained certain functions, including monitoring compliance with the Davis-Bacon Act, environmental laws, enforcement of certain fair housing and equal opportunity laws and other program criteria. Certain HUD requirements may only be applicable when construction advances are insured.

Upon completion of construction, presentation of a closing docket, including an executed regulatory agreement between the HFA and the mortgagor, and certifications required by the Regulations, FHA issues a final endorsement of the mortgage note for the costs related to the project which have been certified by an independent certified public accountant and have been approved by the Authority. Although the Authority has been given authority to approve cost certifications by a mortgagor, HUD has the authority, in its sole discretion, at any time prior to and including final endorsement, to adjust the amount of mortgage insurance.

The Regulations indicate that a default under an FHA-insured mortgage has occurred (which default causes the HFA to become eligible for insurance benefits) when (1) the mortgagor fails to make any payment due under the mortgage, or (2) the mortgagor fails to perform any other mortgage covenant (which include covenants in the related regulatory agreement, which is incorporated by reference in the applicable mortgage), the HFA has accelerated the debt and the owner has failed to pay the full amount due. If the default continues to exist at the end of the 30-

day grace period, the mortgagee is required to give HUD written notice of the default within 10 days after such grace period and monthly thereafter, unless waived by HUD, until such default has been cured or the Authority has filed an application for an initial claim payment. Unless a written extension is granted by HUD, the Authority must file an application for initial claim payment (or, if appropriate, for partial claim payment) within 75 days from the date of default. Such claim may be made as early as the first day of the month following the month for which a payment was missed. Upon request of the Authority, HUD may extend, up to 180 days from the date of default, the deadline for filing a claim. In those cases where the Authority certifies that the project owner is in the process of transacting a bond refunding, refinancing the mortgage, or changing the ownership for the purpose of curing the default and bringing the mortgage current, HUD may extend the deadline for filing a claim beyond 180 days but not exceed 360 days from the date of default.

The initial claim amount is based on the unpaid principal balance of the mortgage note as of the date of default, plus interest at the mortgage note rate from the date of default to the date of initial claim payment. The mortgage note interest component of the initial claim amount is subject to curtailment as described below. HUD must make all claim payments in cash. The initial claim payment to the Authority is equal to the initial claim amount, less any delinquent mortgage insurance premiums, late charges and interest assessed under the Regulations. **The Authority must use the proceeds of the initial claim payment to retire any bonds or any other financing mechanisms securing the mortgage within 30 days of the initial claim payment.** Any excess funds resulting from such retirement or repayment must be returned to HUD within 30 days of the retirement.

In determining the mortgage note interest component of the initial claim amount, if the Authority fails to meet any of the requirements of the Regulations within the specified time (including any granted extension of time), HUD shall curtail the accrual of mortgage note interest by the number of days by which the required action was late. The Regulations also indicate that losses sustained as a consequence of the (sole) negligence of the Authority shall be the sole obligation of the Authority, notwithstanding the risk apportionment otherwise agreed to by HUD and the Authority.

Within 30 days of the initial claim payment, the Authority must also issue to HUD a debenture in a form approved by HUD (each, a “**Debenture**”), payable in five years unless extended, in an amount equal to the amount of the initial claim payment. Each Debenture must be supported by the full faith and credit of the Authority. Each Debenture will bear interest at HUD’s published debenture rate, and interest will be payable annually. The Risk-Sharing Act contemplates that during the five year term of each Debenture, the Authority would work toward curing the default, foreclosure or resale of the related development. On or before the due date of each Debenture, the total loss to be shared by the Authority and HUD shall be computed pursuant to the Risk-Sharing Agreement.

The Regulations provide that the HFA must file an application for final claim settlement not later than 30 days after either (1) foreclosure sale or sale after acceptance of a deed in lieu of foreclosure, or (2) expiration of the term of the Debenture. The total loss on the mortgaged property is determined and allocated between HUD and the HFA in accordance with their respective percentages of risk specified in the mortgage note and the risk-sharing agreement.

The Regulations indicate that if the initial claim amount is less than HUD's share of the loss, HUD shall make a final claim payment to the HFA that is equal to the difference between HUD's share of the loss and the initial claim amount and shall return the related Debenture to the HFA for cancellation. If the initial claim amount is more than HUD's share of the loss, the HFA shall, within 30 days of notification of the amount due, remit to HUD an amount equal to the difference between the initial claim amount and HUD's share of the loss. The related Debenture will be considered redeemed upon receipt of the cash payment.

Information on project management and servicing will be required after endorsement. Additionally, the HFA must submit semiannual reports, annual financial statements and must maintain its eligibility by continued compliance with the risk-sharing agreement, the regulatory agreement, and all the requirements for initial program eligibility.

Appendix D

Summary of the Authority's Continuing Disclosure Undertaking

Undertaking. The Authority shall make all required filings and reports so that all requirements of Rule 15c2-12(b)(5) (the "Rule") of the United States Securities and Exchange Commission (the "SEC"), as amended from time to time, are met with respect to the Series 2009J Bonds.

Annual Financial Information. Each year the Authority shall provide annual financial information concerning the Series 2009J Bonds to the Municipal Securities Rulemaking Board (the "MSRB") via its Electronic Municipal Market Access ("EMMA") System. A copy of the annual financial information shall also be provided to the Trustee. 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, 2010. Copies of the annual financial information shall also be made available to any beneficial owner of Series 2009J Bonds upon written 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 may include any or all information by incorporating, by specific reference, other documents which have been provided to the MSRB. If the incorporated information is in an Official Statement, it must be available from the MSRB. The annual financial information shall include a notice of any change in the Authority's fiscal year.

Reporting Significant Events. Upon the occurrence of any of the following events with respect to the Series 2009J Bonds, the Authority shall report the event to the MSRB:

principal and interest payment delinquencies;

unscheduled draws on debt service reserves reflecting financial difficulties;

unscheduled draws on credit enhancements reflecting financial difficulties;

substitution of credit or liquidity providers or their failure to perform;

adverse tax opinions or events affecting the tax-exempt status of the Series 2009J Bonds;

defeasances;

rating changes;

the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB), or other material notices or determinations with respect to the tax status of the Series 2009J Bonds, or other material events affecting the tax status of the Series 2009J Bonds;

tender offers; and

bankruptcy, insolvency, receivership or similar event of the obligated person.

Upon the occurrence of any of the following events with respect to the Series 2009J Bonds, if material, the Authority shall report the event to the MSRB:

non-payment related defaults;

modifications to rights of Owners of the Series 2009J Bonds;

bond calls;

release, substitution, or sale of property securing repayment of the Series 2009J Bonds;

the consummation of a merger, consolidation, or acquisition, or certain asset sales, involving the obligated person, or entry into or termination of a definitive agreement relating to the foregoing; and

appointment of a successor or additional trustee or a change in name of the trustee.

If notices are required to be filed, filing shall be made within ten (10) business days after the occurrence of the event giving rise to the requirement to file.

The Authority will give a copy of each such report to the Trustee. The Authority will give notice in a timely manner to the Trustee and to the MSRB of any failure timely to provide the annual financial information as provided in this Summary.

Enforcement. The undertaking of the Authority described in this summary shall be solely for the benefit of the beneficial owners of the Series 2009J Bonds from time to time, and shall create no right in anyone else. It may be enforced by any beneficial owner of Series 2009J Bonds. The sole remedy with respect to the Authority's compliance with its undertaking described in this summary shall be to require compliance. 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.

Termination. The obligation of the Authority described in this summary shall terminate if the Authority shall no longer have any legal liability for any obligation on or relating to repayment of the Series 2009J Bonds. The Authority shall give notice of termination in a timely manner to the MSRB.

Amendment and Waiver. The Authority may amend the undertakings described in this summary, and any provision of the undertaking may be waived, if: (i) the amendment or waiver is being made in connection with a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature, or status of the Authority, or type of business conducted; (ii) the undertaking, as amended, or the provision, as waived, would have complied with the requirements of the Rule at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances; and (iii) the amendment or waiver does not materially impair the interests of the beneficial

owners of the Series 2009J Bonds, as determined by a party unaffiliated with the Authority (such as bond counsel) at the time of the amendment. Any such amendment shall be described in the next annual financial information.

Appendix E

THE ORIGINAL OFFICIAL STATEMENT