UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-Q

☒ QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended March 31, 2025

OR

☐ TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

Commission File Number: 000-51404

FEDERAL HOME LOAN BANK OF INDIANAPOLIS

(Exact name of registrant as specified in its charter)

Federally Chartered Corporation	**35-6001443**
(State or other jurisdiction of incorporation)	**(IRS employer identification number)**
8250 Woodfield Crossing Blvd. Indianapolis, IN	**46240**
(Address of principal executive offices)	**(Zip code)**

(317) 465-0200
(Registrant's telephone number, including area code)

Not Applicable
(Former name or former address, if changed since last report.)

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Trading Symbol(s)	Name of each exchange on which registered
None	None	None

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing for the past 90 days.

☒ Yes ☐ No

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

☒ Yes ☐ No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

☐ Large accelerated filer	☐ Accelerated filer	☐ Emerging growth company
☒ Non-accelerated filer	☐ Smaller reporting company	

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act).

☐ Yes ☒ No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

	Shares outstanding as of April 30, 2025
Class A Stock, par value $100	—
Class B Stock, par value $100	28,379,960

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As used in this Form 10-Q, unless the context otherwise requires, the terms "we," "us," "our," and "Bank" refer to the Federal Home Loan Bank of Indianapolis or its management. We use acronyms and terms throughout that are defined herein or in the *Defined Terms* in Part I Item 1.

Special Note Regarding Forward-Looking Statements

Statements in this Form 10-Q, including statements describing our objectives, projections, estimates or predictions, may be considered to be "forward-looking statements." These statements may use forward-looking terminology, such as "anticipates," "believes," "could," "estimates," "may," "should," "expects," "will," or their negatives or other variations on these terms. We caution that, by their nature, forward-looking statements involve risk or uncertainty and that actual results either could differ materially from those expressed or implied in these forward-looking statements or could affect the extent to which a particular objective, projection, estimate, or prediction is realized. These forward-looking statements involve risks and uncertainties including, but not limited to, the following:

- economic and market conditions, including the timing and volume of market activity, inflation or deflation, changes in the value of global currencies, and changes in the financial condition of market participants;
- volatility of market prices, interest rates, and indices or the availability of suitable interest rate indices, or other factors, resulting from the effects of, and changes in, various monetary or fiscal policies and regulations, including those of the Federal Reserve, the Finance Agency and the Federal Deposit Insurance Corporation, or a decline in liquidity in the financial markets, that could affect the value of investments, or collateral we hold as security for the obligations of our members and counterparties;
- changes in demand for our advances and purchases of mortgage loans resulting from:
  - changes in our members' deposit flows and credit demands;
  - changes in products or services we are able to provide;
  - federal or state regulatory developments impacting suitability or eligibility of membership classes;
  - membership changes, including, but not limited to, mergers, acquisitions and consolidations of charters;
  - changes in the general level of housing activity in the United States and particularly our district states of Michigan and Indiana, the level of refinancing activity and consumer product preferences;
  - competitive forces, including, without limitation, other sources of funding available to our members; and
  - changes in the terms and conditions of ownership of our capital stock;
- changes in mortgage asset prepayment patterns, delinquency rates and housing values or improper or inadequate mortgage originations and mortgage servicing;
- our ability to introduce and successfully manage new products and services, including new types of collateral securing advances;
- political events, including federal government shutdowns, administrative, legislative, regulatory, or other developments, including the Finance Agency report on the FHLBank System, changes in international political structures and alliances, and judicial rulings that affect us, our status as a secured creditor, our members (or certain classes of members), prospective members, counterparties, GSE's generally, one or more of the FHLBanks and/or investors in the consolidated obligations of the FHLBanks;
- national or international crises, including a pandemic, war, acts of terrorism or natural disasters, and the effects of such crises on our and our counterparties' operations, member demand, market liquidity, and the global funding markets, and the governmental, regulatory, and fiscal interventions undertaken to stabilize local, national, and global economic conditions;
- our ability to access the capital markets and raise capital market funding on acceptable terms;
- changes in our credit ratings or the credit ratings of the other FHLBanks and the FHLBank System;
- changes in the level of government guarantees provided to other United States and international financial institutions;
- dealer commitment to supporting the issuance of our consolidated obligations;
- the ability of one or more of the FHLBanks to repay its portion of the consolidated obligations, or otherwise meet its financial obligations;
- our ability to attract and retain skilled personnel;
- our ability to develop, implement and support technology and information systems sufficient to manage our business effectively and prevent or mitigate the impact of cyber attacks;
- the nonperformance of counterparties to uncleared and cleared derivative transactions;
- changes in terms of our derivative agreements and similar agreements;
- losses arising from natural disasters, acts of war, riots, insurrection or acts of terrorism;
- changes in or differing interpretations of accounting guidance; and
- other risk factors identified in our filings with the SEC.

Although we undertake no obligation to revise or update any forward-looking statements, whether as a result of new information, future events or otherwise, additional disclosures may be made through reports filed with the SEC in the future, including our reports on Forms 10-K, 10-Q and 8-K.

PART I. FINANCIAL INFORMATION
Item 1. FINANCIAL STATEMENTS

Federal Home Loan Bank of Indianapolis
Statements of Condition
(Unaudited, $ amounts in thousands, except par value)

	March 31, 2025	December 31, 2024
Assets:		
Cash and due from banks	$ 62,617	$ 70,849
Interest-bearing deposits (Note 3)	992,941	856,882
Securities purchased under agreements to resell (Note 3)	6,500,000	7,500,000
Federal funds sold (Note 3)	800,000	3,395,000
Trading securities (Note 3)	1,094,852	1,087,930
Available-for-sale securities (amortized cost of $14,497,089 and $14,338,221) (Note 3)	14,509,074	14,349,889
Held-to-maturity securities (estimated fair values of $6,070,345 and $5,796,792) (Note 3)	6,103,582	5,839,377
Advances (Note 4)	38,486,697	39,832,992
Mortgage loans held for portfolio, net (Note 5)	11,378,628	10,795,516
Accrued interest receivable	219,794	207,387
Derivative assets, net (Note 6)	442,561	478,067
Other assets	119,777	120,702
Total assets	$ 80,710,523	$ 84,534,591
Liabilities:		
Deposits	$ 695,239	$ 913,112
Consolidated obligations (Note 7):		
Discount notes	22,338,443	25,182,336
Bonds	52,266,666	52,903,029
Total consolidated obligations, net	74,605,109	78,085,365
Accrued interest payable	336,680	360,905
Affordable Housing Program payable (Note 8)	97,767	92,520
Derivative liabilities, net (Note 6)	9,324	9,302
Mandatorily redeemable capital stock (Note 9)	266,359	363,004
Other liabilities	513,282	475,717
Total liabilities	76,523,760	80,299,925
Commitments and contingencies (Note 12)		
Capital (Note 9):		
Capital stock (putable at par value of $100 per share):		
Class B issued and outstanding shares: 24,835,506 and 25,553,939	2,483,550	2,555,394
Retained earnings:		
Unrestricted	1,226,158	1,217,750
Restricted	481,266	466,362
Total retained earnings	1,707,424	1,684,112
Total accumulated other comprehensive income (loss) (Note 10)	(4,211)	(4,840)
Total capital	4,186,763	4,234,666
Total liabilities and capital	$ 80,710,523	$ 84,534,591

The accompanying notes are an integral part of these financial statements.

Federal Home Loan Bank of Indianapolis
Statements of Income
(Unaudited, $ amounts in thousands)

	Three Months Ended March 31,	
	2025	**2024**
Interest Income:		
Advances	$ 446,613	$ 514,856
Interest-bearing deposits	23,054	30,380
Securities purchased under agreements to resell	55,231	21,982
Federal funds sold	30,550	67,486
Trading securities	10,329	5,167
Available-for-sale securities	181,762	220,367
Held-to-maturity securities	76,463	77,746
Mortgage loans held for portfolio	115,991	77,991
Total interest income	939,993	1,015,975
Interest Expense:		
Consolidated obligation discount notes	229,398	250,255
Consolidated obligation bonds	569,869	621,413
Deposits	10,218	9,566
Mandatorily redeemable capital stock	4,663	5,342
Total interest expense	814,148	886,576
Net interest income	125,845	129,399
Provision for (reversal of) credit losses	27	(25)
Net interest income after provision for (reversal of) credit losses	125,818	129,424
Other Income:		
Net gains on sales of available-for-sale securities	2,704	—
Net gains (losses) on trading securities	6,921	(4,571)
Net gains (losses) on derivatives	(10,203)	9,125
Other, net	541	4,804
Total other income (loss)	(37)	9,358
Other Expenses:		
Compensation and benefits	17,299	16,541
Other operating expenses	8,465	8,285
Federal Housing Finance Agency	1,793	1,396
Office of Finance	2,150	1,524
Voluntary contributions to housing and community investment	11,187	3,692
Other, net	1,567	1,335
Total other expenses	42,461	32,773
Income before assessments	83,320	106,009
Affordable Housing Program assessments	8,798	11,135
Net income	$ 74,522	$ 94,874

The accompanying notes are an integral part of these financial statements.

Federal Home Loan Bank of Indianapolis
Statements of Comprehensive Income
(Unaudited, $ amounts in thousands)

	Three Months Ended March 31,	
	2025	**2024**
Net income	$ 74,522	$ 94,874
Other Comprehensive Income:		
Net change in unrealized gains on available-for-sale securities	317	101,316
Pension benefits, net	312	244
Total other comprehensive income	629	101,560
Total comprehensive income	$ 75,151	$ 196,434

The accompanying notes are an integral part of these financial statements.

Federal Home Loan Bank of Indianapolis
Statements of Capital
Three Months Ended March 31, 2025 and 2024
(Unaudited, $ amounts and shares in thousands)

	Capital Stock		Retained Earnings			Accumulated Other Comprehensive Income (Loss)	Total Capital
	Shares	Par Value	Unrestricted	Restricted	Total		
Balance, December 31, 2024	25,554	$ 2,555,394	$ 1,217,750	$ 466,362	$ 1,684,112	$ (4,840)	$ 4,234,666
Comprehensive income			59,618	14,904	74,522	629	75,151
Proceeds from issuance of capital stock	316	31,553					31,553
Redemption/repurchase of capital stock	(1,034)	(103,397)					(103,397)
Cash dividends on capital stock (8.16% annualized)			(51,210)	—	(51,210)		(51,210)
Balance, March 31, 2025	24,836	$ 2,483,550	$ 1,226,158	$ 481,266	$ 1,707,424	$ (4,211)	$ 4,186,763
Balance, December 31, 2023	22,852	$ 2,285,258	$ 1,134,132	$ 398,039	$ 1,532,171	$ (73,532)	$ 3,743,897
Comprehensive income			75,899	18,975	94,874	101,560	196,434
Proceeds from issuance of capital stock	715	71,450					71,450
Cash dividends on capital stock (7.79% annualized)			(44,196)	—	(44,196)		(44,196)
Balance, March 31, 2024	23,567	$ 2,356,708	$ 1,165,835	$ 417,014	$ 1,582,849	$ 28,028	$ 3,967,585

The accompanying notes are an integral part of these financial statements.

Federal Home Loan Bank of Indianapolis
Statements of Cash Flows
(Unaudited, $ amounts in thousands)

	Three Months Ended March 31, 2025	Three Months Ended March 31, 2024
Operating Activities:		
Net income	$ 74,522	$ 94,874
Adjustments to reconcile net income to net cash provided by operating activities:		
Amortization and depreciation	1,317	17,575
Changes in net derivative and hedging activities	(281,277)	304,402
Provision for (reversal of) credit losses	27	(25)
Net (gains) losses on trading securities	(6,921)	4,571
Net (gains) on sales of available-for-sale securities	(2,704)	—
Changes in:		
Accrued interest receivable	(12,230)	1,511
Other assets	685	(3,633)
Accrued interest payable	(24,327)	(38,761)
Other liabilities	(2,709)	(7,726)
Total adjustments, net	(328,139)	277,914
Net cash provided by (used in) operating activities	(253,617)	372,788
Investing Activities:		
Net change in:		
Interest-bearing deposits	(48,677)	147,562
Securities purchased under agreements to resell	1,000,000	4,000,000
Federal funds sold	2,595,000	1,033,000
Trading securities:		
Proceeds from maturities	—	250,000
Purchases	—	(236,844)
Available-for-sale securities:		
Proceeds from paydowns and maturities	86,000	—
Proceeds from sales	221,292	—
Purchases	(154,702)	(64,815)
Held-to-maturity securities:		
Proceeds from paydowns and maturities	145,085	114,267
Purchases	(410,438)	(129,434)
Advances:		
Principal repayments	116,687,471	62,361,098
Disbursements to members	(115,130,446)	(62,308,688)
Mortgage loans held for portfolio:		
Principal collections	250,030	177,978
Purchases from members	(833,731)	(418,065)
Purchases of premises, software, and equipment	(1,132)	(1,674)
Loans to other Federal Home Loan Banks:		
Principal repayments	360,000	37,000
Disbursements	(360,000)	(37,000)
Net cash provided by investing activities	4,405,752	4,924,385

(continued)

The accompanying notes are an integral part of these financial statements.

Federal Home Loan Bank of Indianapolis
Statements of Cash Flows, continued
(Unaudited, $ amounts in thousands)

	Three Months Ended March 31,	
	2025	**2024**
Financing Activities:		
Net change in deposits	(268,633)	(44,008)
Net proceeds on derivative contracts with financing elements	1,863	2,526
Net proceeds from issuance of consolidated obligations:		
Discount notes	216,979,119	184,586,293
Bonds	7,636,929	11,180,968
Payments for matured and retired consolidated obligations:		
Discount notes	(219,812,666)	(190,291,599)
Bonds	(8,477,280)	(10,742,275)
Proceeds from issuance of capital stock	31,553	71,450
Payments for redemption/repurchase of capital stock	(103,397)	—
Payments for redemption/repurchase of mandatorily redeemable capital stock	(96,645)	(1,597)
Dividend payments on capital stock	(51,210)	(44,196)
Net cash provided by (used in) financing activities	(4,160,367)	(5,282,438)
Net increase (decrease) in cash and due from banks	(8,232)	14,735
Cash and due from banks at beginning of period	70,849	58,844
Cash and due from banks at end of period	$ 62,617	$ 73,579
Supplemental Disclosures:		
Cash activities:		
Interest payments	$ 868,786	$ 923,632
Non-cash activities:		
Purchases of investment securities, traded but not yet settled	41,255	—

The accompanying notes are an integral part of these financial statements.

Note 1 - Summary of Significant Accounting Policies

Unless the context otherwise requires, the terms "we," "us," "our" and "Bank" refer to the Federal Home Loan Bank of Indianapolis or its management. We use acronyms and terms throughout these Notes to Financial Statements that are defined in the *Defined Terms*.

Basis of Presentation. The accompanying interim financial statements have been prepared in accordance with GAAP and SEC requirements for interim financial information. Accordingly, they do not include all of the information and disclosures required by GAAP for complete financial statements. Certain disclosures that would have substantially duplicated the disclosures in the financial statements, and notes thereto, included in our 2024 Form 10-K have been omitted unless the information contained in those disclosures materially changed. Therefore, these interim financial statements should be read in conjunction with our audited financial statements, and notes thereto, included in our 2024 Form 10-K.

The financial statements contain all adjustments that are, in the opinion of management, necessary for a fair statement of the Bank's financial position, results of operations and cash flows for the interim periods presented. All such adjustments were of a normal recurring nature. The results of operations for the periods presented are not necessarily indicative of the results to be expected for the full calendar year or any other interim period.

Use of Estimates. When preparing financial statements in accordance with GAAP, we are required to make subjective assumptions and estimates that may affect the reported amounts of assets and liabilities, the disclosure of contingent assets and liabilities, and the reported amounts of income and expense. Although the reported amounts and disclosures reflect our best estimates, actual results could differ significantly from these estimates. The most significant estimates pertain to the fair values of financial instruments, specifically our interest-rate related derivatives and associated hedged items.

Significant Accounting Policies. Our significant accounting policies and certain other disclosures are set forth in our 2024 Form 10-K in *Note 1 - Summary of Significant Accounting Policies*. There have been no significant changes to these policies through March 31, 2025.

Note 2 - Recently Adopted and Issued Accounting Guidance

Recently Adopted Accounting Guidance

We did not adopt any new accounting guidance during the three months ended March 31, 2025.

Recently Issued Accounting Guidance

Since the filing of our 2024 Form 10-K, the Financial Accounting Standards Board has not issued any new accounting standards that will have an impact on our financial condition, results of operations, or cash flows.

Note 3 - Investments

Short-term Investments. We invest in interest-bearing deposits, securities purchased under agreements to resell, and federal funds sold to provide liquidity. At March 31, 2025 and December 31, 2024, 95% and 97%, respectively, of these investments, based on amortized cost, were with counterparties rated by an NRSRO as investment grade (BBB or higher). The remaining investments were with unrated counterparties. The NRSRO ratings may differ from any internal ratings of the investments, if applicable.

Allowance for Credit Losses. At March 31, 2025 and December 31, 2024, based on our evaluations, no allowance for credit losses on any of our short-term investments was deemed necessary.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Investment Securities.

Trading Securities.

Major Security Types. The following table presents our trading securities by type of security.

Security Type	March 31, 2025	December 31, 2024
U.S. Treasury obligations	$ 1,094,852	$ 1,087,930
Total trading securities at estimated fair value	$ 1,094,852	$ 1,087,930

Net Gains (Losses) on Trading Securities. The following table presents net gains (losses) on trading securities, excluding any offsetting effect of gains (losses) on the associated derivatives.

	Three Months Ended March 31,	
	2025	2024
Net gains (losses) on trading securities held at period end	$ 6,921	$ (5,040)
Net gains on trading securities that matured/sold during the period	—	469
Net gains (losses) on trading securities	$ 6,921	$ (4,571)

Available-for-Sale Securities.

Major Security Types. The following table presents our AFS securities by type of security.

	March 31, 2025			
Security Type	Amortized Cost [1]	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. Treasury obligations	$ 5,798,288	$ 9,613	$ (230)	$ 5,807,671
GSE and TVA debentures	1,498,937	11,972	(27)	1,510,882
GSE multifamily MBS	7,199,864	18,091	(27,434)	7,190,521
Total AFS securities	$ 14,497,089	$ 39,676	$ (27,691)	$ 14,509,074

	December 31, 2024			
Security Type	Amortized Cost [1]	Gross Unrealized Gains	Gross Unrealized Losses	Estimated Fair Value
U.S. Treasury obligations	$ 5,691,550	$ 5,827	$ (2,172)	$ 5,695,205
GSE and TVA debentures	1,568,805	13,976	(135)	1,582,646
GSE multifamily MBS	7,077,866	21,841	(27,669)	7,072,038
Total AFS securities	$ 14,338,221	$ 41,644	$ (29,976)	$ 14,349,889

1 At March 31, 2025 and December 31, 2024, includes net unamortized discounts of $(213,614) and $(222,607), respectively, and fair-value hedging basis adjustments of $(643,741) and $(910,114), respectively. Excludes accrued interest receivable at March 31, 2025 and December 31, 2024 of $65,760 and $58,333, respectively.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Unrealized Loss Positions. The following table presents our impaired AFS securities (i.e., in an unrealized loss position), aggregated by major security type and length of time that individual securities have been in a continuous unrealized loss position.

	March 31, 2025					
	Less than 12 months		12 months or more		Total	
Security Type	**Estimated Fair Value**	**Unrealized Losses**	**Estimated Fair Value**	**Unrealized Losses**	**Estimated Fair Value**	**Unrealized Losses**
U.S. Treasury obligations	$ 740,742	$ (230)	$ —	$ —	$ 740,742	$ (230)
GSE and TVA debentures	28,242	(27)	—	—	28,242	(27)
GSE multifamily MBS	1,745,922	(8,085)	2,044,599	(19,349)	3,790,521	(27,434)
Total impaired AFS securities	$ 2,514,906	$ (8,342)	$ 2,044,599	$ (19,349)	$ 4,559,505	$ (27,691)

	December 31, 2024					
	Less than 12 months		12 months or more		Total	
Security Type	**Estimated Fair Value**	**Unrealized Losses**	**Estimated Fair Value**	**Unrealized Losses**	**Estimated Fair Value**	**Unrealized Losses**
U.S. Treasury obligations	$ 2,227,597	$ (2,172)	$ —	$ —	$ 2,227,597	$ (2,172)
GSE and TVA debentures	60,961	(135)	—	—	60,961	(135)
GSE multifamily MBS	762,267	(4,621)	2,569,237	(23,048)	3,331,504	(27,669)
Total impaired AFS securities	$ 3,050,825	$ (6,928)	$ 2,569,237	$ (23,048)	$ 5,620,062	$ (29,976)

Contractual Maturity. The amortized cost and estimated fair value of our non-MBS AFS securities are presented below by contractual maturity. MBS are not presented by contractual maturity because their actual maturities will likely differ from their contractual maturities as borrowers have the right to prepay their obligations with or without prepayment fees.

	March 31, 2025		December 31, 2024	
Year of Contractual Maturity	**Amortized Cost**	**Estimated Fair Value**	**Amortized Cost**	**Estimated Fair Value**
Non-MBS:				
Due in 1 year or less	$ 258,468	$ 259,724	$ 143,724	$ 144,049
Due after 1 year through 5 years	6,684,231	6,702,704	6,733,016	6,749,255
Due after 5 years through 10 years	354,526	356,125	383,615	384,547
Total non-MBS	7,297,225	7,318,553	7,260,355	7,277,851
Total MBS	7,199,864	7,190,521	7,077,866	7,072,038
Total AFS securities	$ 14,497,089	$ 14,509,074	$ 14,338,221	$ 14,349,889

Realized Gains and Losses. The following table presents our proceeds from, and gross gains and losses on, sales of AFS securities. All of the sales were for strategic and economic reasons. Gross gains and losses exclude swap termination fees received and were determined by the specific identification method.

	Three Months Ended March 31,	
	2025	**2024**
Proceeds from sales	$ 221,292	$ —
Gross gains on sales	$ 2,704	$ —
Gross (losses) on sales	—	—
Net gains on sales of AFS securities	$ 2,704	$ —

(Unaudited, $ amounts in thousands unless otherwise indicated)

Allowance for Credit Losses. At March 31, 2025 and December 31, 2024, certain of our AFS securities were in an unrealized loss position; however, no allowance for credit losses was deemed necessary because those losses were considered temporary and recovery of the entire amortized cost basis on these securities at maturity was expected.

Held-to-Maturity Securities.

Major Security Types. The following table presents our HTM securities by type of security.

	March 31, 2025			
Security Type	**Amortized Cost [(1)]**	**Gross Unrecognized Holding Gains**	**Gross Unrecognized Holding Losses**	**Estimated Fair Value**
Non-MBS:				
State housing agency obligations	$ 59,620	$ 416	$ (759)	$ 59,277
MBS:				
Other U.S. obligations - guaranteed single-family	3,498,594	7,696	(18,932)	3,487,358
GSE single-family	2,005,128	8,764	(26,954)	1,986,938
GSE multifamily	540,240	—	(3,468)	536,772
Total MBS	6,043,962	16,460	(49,354)	6,011,068
Total HTM securities	$ 6,103,582	$ 16,876	$ (50,113)	$ 6,070,345

	December 31, 2024			
Security Type	**Amortized Cost [(1)]**	**Gross Unrecognized Holding Gains**	**Gross Unrecognized Holding Losses**	**Estimated Fair Value**
Non-MBS:				
State housing agency obligations	$ 47,735	$ —	$ (2,107)	$ 45,628
MBS:				
Other U.S. obligations - guaranteed single-family	3,598,725	9,868	(19,107)	3,589,486
GSE single-family	1,652,532	3,493	(31,998)	1,624,027
GSE multifamily	540,385	—	(2,734)	537,651
Total MBS	5,791,642	13,361	(53,839)	5,751,164
Total HTM securities	$ 5,839,377	$ 13,361	$ (55,946)	$ 5,796,792

1 Carrying value equals amortized cost, which includes net unamortized premium at March 31, 2025 and December 31, 2024 of $13,959 and $15,905, respectively. Excludes accrued interest receivable at March 31, 2025 and December 31, 2024 of $10,757 and $10,508, respectively.

Contractual Maturity. Our investments in state housing agency obligations mature in 2055. MBS are not presented by contractual maturity because their actual maturities will likely differ from their contractual maturities as borrowers have the right to prepay their obligations with or without prepayment fees.

Allowance for Credit Losses. At March 31, 2025 and December 31, 2024, based on our evaluation of expected credit losses, no allowance for credit losses on any of our HTM securities was deemed necessary.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Note 4 - Advances

The following table presents our advances outstanding by redemption term.

	March 31, 2025		December 31, 2024	
Redemption Term	**Amount**	**WAIR %**	**Amount**	**WAIR %**
Due in 1 year or less	$ 14,013,785	4.08	$ 15,054,808	4.17
Due after 1 through 2 years	2,744,146	3.48	3,126,564	3.27
Due after 2 through 3 years	5,458,313	4.06	4,874,797	4.08
Due after 3 through 4 years	5,060,316	4.09	4,850,347	4.14
Due after 4 through 5 years	4,515,518	4.06	4,633,376	4.05
Thereafter	6,801,937	3.58	7,609,715	3.54
Total advances, par value	38,594,015	3.95	40,149,607	3.95
Unamortized discounts	(1,427)		—	
Fair-value hedging basis adjustments, net	(107,717)		(318,967)	
Unamortized swap termination fees associated with modified advances, net of deferred prepayment fees	1,826		2,352	
Total advances[1]	$ 38,486,697		$ 39,832,992	

1 Carrying value equals amortized cost, which excludes accrued interest receivable at March 31, 2025 and December 31, 2024 of $64,652 and $63,554, respectively.

The following table presents our advances outstanding by the earlier of the redemption date or the next call date and next put date.

	Earlier of Redemption or Next Call Date		Earlier of Redemption or Next Put Date	
Term	**March 31, 2025**	**December 31, 2024**	**March 31, 2025**	**December 31, 2024**
Due in 1 year or less	$ 18,506,718	$ 19,508,990	$ 18,366,035	$ 19,665,958
Due after 1 through 2 years	2,797,656	2,976,664	3,471,146	4,053,564
Due after 2 through 3 years	4,281,503	3,702,587	5,616,413	5,134,897
Due after 3 through 4 years	4,374,213	4,053,844	4,411,316	4,667,347
Due after 4 through 5 years	3,747,858	4,192,926	3,406,268	3,262,126
Thereafter	4,886,067	5,714,596	3,322,837	3,365,715
Total advances, par value	$ 38,594,015	$ 40,149,607	$ 38,594,015	$ 40,149,607

Advance Concentrations. At March 31, 2025 and December 31, 2024, our top borrower held 12% and 11%, respectively, and our top five borrowers held 39% and 40%, respectively, of total advances outstanding at par.

Allowance for Credit Losses. At March 31, 2025 and December 31, 2024, based upon the collateral held as security, our credit extension and collateral policies, our credit analysis and the repayment history on advances, no allowance for credit losses on advances was deemed necessary.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Note 5 - Mortgage Loans Held for Portfolio

The following tables present information on our mortgage loans held for portfolio by term and type.

Term	March 31, 2025	December 31, 2024
Fixed-rate long-term mortgages	$ 10,554,096	$ 9,958,543
Fixed-rate medium-term[1] mortgages	609,052	632,229
Total mortgage loans held for portfolio, UPB	11,163,148	10,590,772
Unamortized premiums	236,186	224,988
Unamortized discounts	(16,038)	(13,583)
Hedging basis adjustments, net	(4,543)	(6,536)
Total mortgage loans held for portfolio	11,378,753	10,795,641
Allowance for credit losses	(125)	(125)
Total mortgage loans held for portfolio, net[2]	$ 11,378,628	$ 10,795,516

1 Defined as a term of 15 years or less at origination.
2 Excludes accrued interest receivable at March 31, 2025 and December 31, 2024 of $66,235 and $60,721, respectively.

Type	March 31, 2025	December 31, 2024
Conventional	$ 10,877,554	$ 10,322,376
Government-guaranteed or -insured	285,594	268,396
Total mortgage loans held for portfolio, UPB	$ 11,163,148	$ 10,590,772

Credit Quality Indicators for Conventional Mortgage Loans. Amounts past due 30 days or more on conventional mortgage loans at March 31, 2025 and December 31, 2024 totaled $79,796 and $73,424, respectively. Amounts are based on amortized cost, which excludes accrued interest receivable.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Note 6 - Derivatives and Hedging Activities

Financial Statement Effect and Additional Financial Information. We record derivative instruments, related cash collateral received or pledged/posted and associated accrued interest on a net basis by the clearing agent and/or by counterparty when the netting requirements have been met.

The following table presents the notional amount and estimated fair value of our derivative assets and liabilities.

	March 31, 2025			December 31, 2024		
	Notional Amount	**Derivative Assets**	**Derivative Liabilities**	**Notional Amount**	**Derivative Assets**	**Derivative Liabilities**
Derivatives designated as hedging instruments:						
Interest-rate swaps	$ 60,104,900	$ 507,279	$ 848,767	$ 64,974,465	$ 676,279	$ 1,020,918
Derivatives not designated as hedging instruments:						
Economic hedges:						
Interest-rate swaps	7,825,000	1,511	1,612	13,117,348	624	247
Swaptions	500,000	77	—	—	—	—
Interest-rate caps/floors	906,100	649	—	906,100	1,174	—
Interest-rate forwards	142,100	22	158	107,500	1,563	—
MDCs	141,644	442	6	107,682	41	371
Total derivatives not designated as hedging instruments	9,514,844	2,701	1,776	14,238,630	3,402	618
Total derivatives before adjustments	$ 69,619,744	509,980	850,543	$ 79,213,095	679,681	1,021,536
Netting adjustments and cash collateral[1]		(67,419)	(841,219)		(201,614)	(1,012,234)
Total derivatives, net, at estimated fair value		$ 442,561	$ 9,324		$ 478,067	$ 9,302

[1] Represents the application of the netting requirements that allow us to settle (i) positive and negative positions and (ii) cash collateral and related accrued interest held or placed, with the same clearing agent and/or counterparty. Cash collateral pledged to counterparties at March 31, 2025 and December 31, 2024, including accrued interest, totaled $942,487 and $1,030,169, respectively. Cash collateral received from counterparties and held at March 31, 2025 and December 31, 2024, including accrued interest, totaled $168,687 and $219,550, respectively.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Managing Credit Risk on Derivatives. We are subject to credit risk due to the risk of nonperformance by the counterparties to our derivative transactions.

Uncleared Derivatives. The following table presents separately the estimated fair value of our derivative instruments meeting and not meeting netting requirements, including the effect of the related collateral.

	March 31, 2025		December 31, 2024	
	Derivative Assets	**Derivative Liabilities**	**Derivative Assets**	**Derivative Liabilities**
Derivative instruments meeting netting requirements:				
Gross recognized amount				
Uncleared	$ 508,252	$ 845,108	$ 674,368	$ 1,020,626
Cleared	1,286	5,429	5,272	539
Total gross recognized amount	509,538	850,537	679,640	1,021,165
Gross amounts of netting adjustments and cash collateral				
Uncleared	(502,877)	(835,790)	(669,265)	(1,011,695)
Cleared	435,458	(5,429)	467,651	(539)
Total gross amounts of netting adjustments and cash collateral	(67,419)	(841,219)	(201,614)	(1,012,234)
Net amounts after netting adjustments and cash collateral				
Uncleared	5,375	9,318	5,103	8,931
Cleared	436,744	—	472,923	—
Total net amounts after netting adjustments and cash collateral	442,119	9,318	478,026	8,931
Derivative instruments not meeting netting requirements[1]	442	6	41	371
Total derivatives, net, at estimated fair value	$ 442,561	$ 9,324	$ 478,067	$ 9,302

[1] Includes MDCs.

(Unaudited, $ amounts in thousands unless otherwise indicated)

The following table presents the impact of our qualifying fair-value hedging relationships on net interest income by hedged item, excluding any offsetting interest income/expense of the associated hedged items.

	Three Months Ended March 31, 2025			
	Advances	AFS Securities	CO Bonds	Total
Net impact of fair-value hedging relationships on net interest income:				
Net interest settlements on derivatives[1]	$ 73,144	$ 85,095	$ (109,803)	$ 48,436
Net gains (losses) on derivatives[2]	(174,553)	(89,805)	204,168	(60,190)
Net gains (losses) on hedged items[3]	172,645	76,496	(203,083)	46,058
Price alignment interest	(2,537)	(5,159)	(290)	(7,986)
Net impact on net interest income	$ 68,699	$ 66,627	$ (109,008)	$ 26,318
Total interest income (expense) recorded in the statement of income[4]	$ 446,613	$ 181,762	$ (569,869)	$ 58,506

	Three Months Ended March 31, 2024			
	Advances	AFS Securities	CO Bonds	Total
Net impact of fair-value hedging relationships on net interest income:				
Net interest settlements on derivatives[1]	$ 147,350	$ 129,866	$ (249,220)	$ 27,996
Net gains (losses) on derivatives[2]	163,859	71,185	(53,389)	181,655
Net gains (losses) on hedged items[3]	(162,925)	(84,330)	55,651	(191,604)
Price alignment interest	(5,679)	(7,424)	(271)	(13,374)
Net impact on net interest income	$ 142,605	$ 109,297	$ (247,229)	$ 4,673
Total interest income (expense) recorded in the statement of income[4]	$ 514,856	$ 220,367	$ (621,413)	$ 113,810

1 Represents interest income/expense on derivatives in qualifying fair-value hedging relationships. Net interest settlements on derivatives that are not in qualifying fair-value hedging relationships are reported in other income.
2 Includes increases (decreases) in estimated fair value and swap fees received (paid) resulting from terminations of derivatives.
3 Includes increases (decreases) in estimated fair value and amortization of net gains and losses on ineffective and discontinued fair-value hedging relationships.
4 For advances, AFS securities and CO bonds only.

(Unaudited, $ amounts in thousands unless otherwise indicated)

The following table presents the components of our net gains (losses) on derivatives reported in other income.

	Three Months Ended March 31,	
Type of Hedge	**2025**	**2024**
Net gains (losses) on derivatives not designated as hedging instruments:		
Economic hedges:		
Interest-rate swaps	$ (11,936)	$ 7,286
Swaptions	(93)	—
Interest-rate caps/floors	(525)	(97)
Interest-rate forwards	(2,762)	(156)
Net interest settlements[1]	2,445	2,038
MDCs	2,668	54
Net gains (losses) on derivatives in other income	$ (10,203)	$ 9,125

1 Relates to derivatives that are not in qualifying fair-value hedging relationships. The interest income/expense of the associated hedged items is recorded in net interest income.

The following table presents the amortized cost of, and the related cumulative basis adjustments on, our hedged items in qualifying fair-value hedging relationships.

	March 31, 2025		
	Advances	**AFS Securities**	**CO Bonds**
Amortized cost of hedged items[1]	$ 22,152,985	$ 14,497,089	$ 21,995,403
Cumulative basis adjustments included in amortized cost:			
For active fair-value hedging relationships[2]	$ (107,717)	$ (795,955)	$ (758,251)
For discontinued fair-value hedging relationships	—	152,214	—
Total cumulative fair-value hedging basis adjustments on hedged items	$ (107,717)	$ (643,741)	$ (758,251)

	December 31, 2024		
	Advances	**AFS Securities**	**CO Bonds**
Amortized cost of hedged items[1]	$ 22,584,803	$ 14,338,221	$ 25,182,096
Cumulative basis adjustments included in amortized cost:			
For active fair-value hedging relationships[2]	$ (318,967)	$ (1,080,359)	$ (961,333)
For discontinued fair-value hedging relationships	—	170,245	—
Total cumulative fair-value hedging basis adjustments on hedged items	$ (318,967)	$ (910,114)	$ (961,333)

1 Includes the amortized cost of the hedged items in active or discontinued fair-value hedging relationships.
2 Excludes any offsetting effect of the net estimated fair value of the associated derivatives.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Note 7 - Consolidated Obligations

In addition to being the primary obligor for all consolidated obligations issued on our behalf, we are jointly and severally liable with each of the other FHLBanks for the payment of the principal and interest on all of the FHLBanks' consolidated obligations outstanding. The par values of the FHLBanks' consolidated obligations outstanding at both March 31, 2025 and December 31, 2024 totaled $1.2 trillion. As provided by the Federal Home Loan Bank Act of 1932 and Finance Agency regulations, consolidated obligations are backed only by the financial resources of all FHLBanks.

Discount Notes. The following table presents our discount notes outstanding, all of which are due within one year of issuance.

Discount Notes	March 31, 2025	December 31, 2024
Par value	$ 22,424,721	$ 25,293,510
Unamortized discounts	(86,065)	(110,905)
Unamortized concessions	(213)	(269)
Book value	$ 22,338,443	$ 25,182,336
Weighted average effective interest rate	4.25 %	4.40 %

CO Bonds. The following table presents the par value of our CO bonds outstanding by interest-rate payment type.

Interest-Rate Payment Type	March 31, 2025	December 31, 2024
Fixed-rate	$ 32,680,025	$ 35,342,355
Simple variable-rate	19,494,500	17,319,500
Step-up	848,500	1,198,500
Total CO bonds, par value	$ 53,023,025	$ 53,860,355

The following table presents our CO bonds outstanding by contractual maturity.

	March 31, 2025		December 31, 2024	
Year of Contractual Maturity	Amount	WAIR%	Amount	WAIR%
Due in 1 year or less	$ 22,153,010	3.64	$ 21,862,970	3.65
Due after 1 through 2 years	14,566,595	3.28	15,037,435	2.96
Due after 2 through 3 years	2,318,000	2.90	3,015,800	2.50
Due after 3 through 4 years	2,195,770	3.47	2,317,520	3.00
Due after 4 through 5 years	2,845,400	4.25	3,117,630	4.46
Thereafter	8,944,250	3.48	8,509,000	3.38
Total CO bonds, par value	53,023,025	3.51	53,860,355	3.37
Unamortized premiums	23,122		24,889	
Unamortized discounts	(7,454)		(7,992)	
Unamortized concessions	(13,776)		(12,890)	
Fair-value hedging basis adjustments, net	(758,251)		(961,333)	
Total CO bonds, carrying value	$ 52,266,666		$ 52,903,029	

(Unaudited, $ amounts in thousands unless otherwise indicated)

The following tables present the par value of our CO bonds outstanding by redemption feature and the earlier of the year of contractual maturity or next call date.

Redemption Feature	**March 31, 2025**	**December 31, 2024**
Non-callable / non-putable	$ 26,858,525	$ 27,334,855
Callable	26,164,500	26,525,500
Total CO bonds, par value	$ 53,023,025	$ 53,860,355

Year of Contractual Maturity or Next Call Date	**March 31, 2025**	**December 31, 2024**
Due in 1 year or less	$ 40,748,510	$ 42,042,970
Due after 1 through 2 years	9,404,095	9,330,935
Due after 2 through 3 years	1,061,500	726,300
Due after 3 through 4 years	974,270	1,061,020
Due after 4 through 5 years	347,400	212,130
Thereafter	487,250	487,000
Total CO bonds, par value	$ 53,023,025	$ 53,860,355

Note 8 - Affordable Housing Program

In addition to the statutory AHP assessment, we may make voluntary contributions to the AHP or other housing and community investment programs. Voluntary contributions are reported within other expenses. Voluntary contributions recognized as expense reduce income before assessments which, in turn, reduces the statutory AHP assessment. As such, we have committed to make supplemental voluntary contributions to the AHP in an amount that restores the statutory AHP assessment amount to what it otherwise would have been.

The following table presents the activity in our Affordable Housing Program payable.

	Three Months Ended March 31,	
AHP Activity	**2025**	**2024**
Liability at beginning of period	$ 92,520	$ 68,301
Assessments	8,798	11,135
Voluntary contributions to AHP	30	—
Supplemental voluntary contributions to AHP	1,119	—
Subsidy usage, net[1]	(4,700)	(1,850)
Liability at end of period	$ 97,767	$ 77,586

[1] Subsidies disbursed are reported net of returns/recaptures of previously disbursed subsidies.

The following table presents the activity in our voluntary contribution liability (non-AHP).

	Three Months Ended March 31,	
Other Voluntary Contribution Activity	**2025**	**2024**
Liability at beginning of period	$ 7,341	$ 1,188
Voluntary contributions to housing and community investment	10,038	3,692
Voluntary grants and donations disbursed, net[1]	(6,420)	(962)
Liability at end of period	$ 10,959	$ 3,918

[1] Grants and donations disbursed are reported net of returns/recaptures of previously disbursed grants.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Note 9 - Capital

Classes of Capital Stock. The following table presents our capital stock outstanding by sub-series.

Capital Stock Sub-Series	March 31, 2025	December 31, 2024
Class B-1 [1]	$ 603,819	$ 614,447
Class B-2 [2]	1,879,731	1,940,947
Total Class B outstanding, par value	$ 2,483,550	$ 2,555,394

[1] Non-activity-based stock.
[2] Activity-based stock.

Mandatorily Redeemable Capital Stock. The following table presents the activity in our MRCS.

	Three Months Ended March 31,	
MRCS Activity	2025	2024
Liability at beginning of period	$ 363,004	$ 369,041
Redemptions/repurchases	(96,645)	(1,597)
Liability at end of period	$ 266,359	$ 367,444

The following table presents our MRCS by contractual year of redemption. The year of redemption is the later of (i) the final year of the five-year redemption period, or (ii) the first year in which a non-member no longer has an activity-based stock requirement.

MRCS Contractual Year of Redemption	March 31, 2025	December 31, 2024
Past contractual redemption date[1]	$ 9,706	$ 9,748
Year 1	11	19,179
Year 2	—	3,674
Year 3	255,483	329,232
Year 4	1,159	12
Year 5	—	1,159
Total MRCS, par value	$ 266,359	$ 363,004

[1] Balance represents Class B stock that will not be redeemed until the associated credit products or mortgage loans are no longer outstanding.

The following table presents the distributions related to our MRCS.

	Three Months Ended March 31,	
MRCS Distributions	2025	2024
Recorded as interest expense	$ 4,663	$ 5,342
Recorded as distributions from retained earnings	—	—
Total	$ 4,663	$ 5,342

(Unaudited, $ amounts in thousands unless otherwise indicated)

Capital Requirements. We are subject to three capital requirements under our capital plan and Finance Agency regulations. As presented in the following table, we were in compliance with these Finance Agency capital requirements at March 31, 2025 and December 31, 2024.

	March 31, 2025		December 31, 2024	
Regulatory Capital Requirements	**Required**	**Actual**	**Required**	**Actual**
Risk-based capital	$ 1,100,911	$ 4,457,333	$ 1,078,665	$ 4,602,510
Total regulatory capital	$ 3,228,421	$ 4,457,333	$ 3,381,384	$ 4,602,510
Total regulatory capital-to-assets ratio	4.00%	5.52%	4.00%	5.44%
Leverage capital	$ 4,035,526	$ 6,686,000	$ 4,226,730	$ 6,903,765
Leverage ratio	5.00%	8.28%	5.00%	8.17%

Note 10 - Accumulated Other Comprehensive Income

The following table presents a summary of the changes in the components of our AOCI.

AOCI Rollforward	**Unrealized Gains (Losses) on AFS Securities**	**Pension Benefits**	**Total AOCI (Loss)**
Balance, December 31, 2024	$ 11,668	$ (16,508)	$ (4,840)
OCI before reclassifications:			
Net change in unrealized gains	3,021	—	3,021
Reclassifications from OCI to net income:			
Net realized (gains) on sales of AFS securities	(2,704)	—	(2,704)
Pension benefits, net	—	312	312
Total other comprehensive income	317	312	629
Balance, March 31, 2025	$ 11,985	$ (16,196)	$ (4,211)
Balance, December 31, 2023	$ (59,777)	$ (13,755)	$ (73,532)
OCI before reclassifications:			
Net change in unrealized gains	101,316	—	101,316
Reclassifications from OCI to net income:			
Pension benefits, net	—	244	244
Total other comprehensive income	101,316	244	101,560
Balance, March 31, 2024	$ 41,539	$ (13,511)	$ 28,028

(Unaudited, $ amounts in thousands unless otherwise indicated)

Note 11 - Estimated Fair Values

The following tables present the carrying value and estimated fair value of each of our financial instruments. The total of the estimated fair values does not represent an estimate of our overall market value as a going concern, which would take into account, among other considerations, future business opportunities and the net profitability of assets and liabilities.

	March 31, 2025					
		Estimated Fair Value				
Financial Instruments	**Carrying Value**	**Total**	**Level 1**	**Level 2**	**Level 3**	**Netting Adjustments**[1]
Assets:						
Cash and due from banks	$ 62,617	$ 62,617	$ 62,617	$ —	$ —	$ —
Interest-bearing deposits	992,941	992,941	992,897	44	—	—
Securities purchased under agreements to resell	6,500,000	6,500,000	—	6,500,000	—	—
Federal funds sold	800,000	800,000	—	800,000	—	—
Trading securities	1,094,852	1,094,852	—	1,094,852	—	—
AFS securities	14,509,074	14,509,074	—	14,509,074	—	—
HTM securities	6,103,582	6,070,345	—	6,070,345	—	—
Advances	38,486,697	38,366,015	—	38,366,015	—	—
Mortgage loans held for portfolio, net	11,378,628	10,753,499	—	10,746,064	7,435	—
Accrued interest receivable	219,794	219,794	—	219,794	—	—
Derivative assets, net	442,561	442,561	—	509,980	—	(67,419)
Grantor trust assets[2]	69,141	69,141	69,141	—	—	—
Liabilities:						
Deposits	695,239	695,239	—	695,239	—	—
Consolidated obligations:						
Discount notes	22,338,443	22,338,637	—	22,338,637	—	—
Bonds	52,266,666	51,690,761	—	51,690,761	—	—
Accrued interest payable	336,680	336,680	—	336,680	—	—
Derivative liabilities, net	9,324	9,324	—	850,543	—	(841,219)
MRCS	266,359	266,359	266,359	—	—	—

(Unaudited, $ amounts in thousands unless otherwise indicated)

	December 31, 2024					
		Estimated Fair Value				
Financial Instruments	Carrying Value	Total	Level 1	Level 2	Level 3	Netting Adjustments[1]
Assets:						
Cash and due from banks	$ 70,849	$ 70,849	$ 70,849	$ —	$ —	$ —
Interest-bearing deposits	856,882	856,882	856,839	43	—	—
Securities purchased under agreements to resell	7,500,000	7,500,000	—	7,500,000	—	—
Federal funds sold	3,395,000	3,395,000	—	3,395,000	—	—
Trading securities	1,087,930	1,087,930	—	1,087,930	—	—
AFS securities	14,349,889	14,349,889	—	14,349,889	—	—
HTM securities	5,839,377	5,796,792	—	5,796,792	—	—
Advances	39,832,992	39,717,708	—	39,717,708	—	—
Mortgage loans held for portfolio, net	10,795,516	9,978,002	—	9,972,488	5,514	—
Accrued interest receivable	207,387	207,387	—	207,387	—	—
Derivative assets, net	478,067	478,067	—	679,681	—	(201,614)
Grantor trust assets[2]	69,699	69,699	69,699	—	—	—
Liabilities:						
Deposits	913,112	913,112	—	913,112	—	—
Consolidated obligations:						
Discount notes	25,182,336	25,186,108	—	25,186,108	—	—
Bonds	52,903,029	52,173,444	—	52,173,444	—	—
Accrued interest payable	360,905	360,905	—	360,905	—	—
Derivative liabilities, net	9,302	9,302	—	1,021,536	—	(1,012,234)
MRCS	363,004	363,004	363,004	—	—	—

1 Represents the application of the netting requirements that allow us to settle (i) positive and negative positions and (ii) cash collateral and related accrued interest held or placed with the same clearing agent and/or counterparty.
2 Included in other assets on the statement of condition.

Valuation Techniques and Significant Inputs. No significant changes were made during the three months ended March 31, 2025.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Estimated Fair Value Measurements. The following tables present, by level within the fair value hierarchy, the estimated fair value of our financial assets and liabilities that are recorded at estimated fair value on a recurring or non-recurring basis on our statement of condition.

	March 31, 2025				
Financial Instruments	**Total**	**Level 1**	**Level 2**	**Level 3**	**Netting Adjustments**[1]
Trading securities:					
U.S. Treasury obligations	$ 1,094,852	$ —	$ 1,094,852	$ —	$ —
Total trading securities	1,094,852	—	1,094,852	—	—
AFS securities:					
U.S. Treasury obligations	5,807,671	—	5,807,671	—	—
GSE and TVA debentures	1,510,882	—	1,510,882	—	—
GSE multifamily MBS	7,190,521	—	7,190,521	—	—
Total AFS securities	14,509,074	—	14,509,074	—	—
Derivative assets:					
Interest-rate related	442,119	—	509,538	—	(67,419)
MDCs	442	—	442	—	—
Total derivative assets, net	442,561	—	509,980	—	(67,419)
Other assets:					
Grantor trust assets	69,141	69,141	—	—	—
Total assets at recurring estimated fair value	$16,115,628	$ 69,141	$16,113,906	$ —	$ (67,419)
Derivative liabilities:					
Interest-rate related	$ 9,318	$ —	$ 850,537	$ —	$ (841,219)
MDCs	6	—	6	—	—
Total derivative liabilities, net	9,324	—	850,543	—	(841,219)
Total liabilities at recurring estimated fair value	$ 9,324	$ —	$ 850,543	$ —	$ (841,219)

(Unaudited, $ amounts in thousands unless otherwise indicated)

	December 31, 2024				
Financial Instruments	**Total**	**Level 1**	**Level 2**	**Level 3**	**Netting Adjustments**[1]
Trading securities:					
U.S. Treasury obligations	$ 1,087,930	$ —	$ 1,087,930	$ —	$ —
Total trading securities	1,087,930	—	1,087,930	—	—
AFS securities:					
U.S. Treasury obligations	5,695,205	—	5,695,205	—	—
GSE and TVA debentures	1,582,646	—	1,582,646	—	—
GSE multifamily MBS	7,072,038	—	7,072,038	—	—
Total AFS securities	14,349,889	—	14,349,889	—	—
Derivative assets:					
Interest-rate related	478,026	—	679,640	—	(201,614)
MDCs	41	—	41	—	—
Total derivative assets, net	478,067	—	679,681	—	(201,614)
Other assets:					
Grantor trust assets	69,699	69,699	—	—	—
Total assets at recurring estimated fair value	$15,985,585	$ 69,699	$16,117,500	$ —	$ (201,614)
Derivative liabilities:					
Interest-rate related	$ 8,931	$ —	$ 1,021,165	$ —	$ (1,012,234)
MDCs	371	—	371	—	—
Total derivative liabilities, net	9,302	—	1,021,536	—	(1,012,234)
Total liabilities at recurring estimated fair value	$ 9,302	$ —	$ 1,021,536	$ —	$ (1,012,234)

1 Represents the application of the netting requirements that allow us to settle (i) positive and negative positions and (ii) cash collateral and related accrued interest held or placed with the same clearing agent and/or counterparty.

Note 12 - Commitments and Contingencies

The following table presents our off-balance-sheet commitments at their notional amounts.

	March 31, 2025			December 31, 2024
Type of Commitment	**Expire within one year**	**Expire after one year**	**Total**	**Total**
Standby letters of credit outstanding[1]	$ 233,345	$ 329,835	$ 563,180	$ 531,390
Commitments for standby bond purchases	—	383,790	383,790	215,825
Unused lines of credit - advances[2]	1,320,239	—	1,320,239	1,349,550
Commitments to fund additional advances[3]	58,046	—	58,046	4,087
Commitments to purchase mortgage loans, net[4]	141,644	—	141,644	107,682
Unsettled CO bonds, at par	276,215	—	276,215	620,000

1 There were no unconditional commitments to issue standby letters of credit at March 31, 2025. The amount at December 31, 2024 excludes unconditional commitments to issue standby letters of credit of $273.
2 Maximum line of credit amount per member is $100,000.
3 Generally for periods up to six months.
4 Generally for periods up to 91 days.

(Unaudited, $ amounts in thousands unless otherwise indicated)

Pledged Collateral. Cash pledged as collateral to counterparties and clearing agents at March 31, 2025 and December 31, 2024 totaled $940,637 and $1,028,019, respectively.

Standby Bond Purchase Agreements. We have entered into multiple agreements with a state housing authority within our district whereby we could be required under the terms of the agreements to purchase and hold the state housing authority's bonds until its designated marketing agent can find a suitable investor or the state housing authority repurchases the bond according to a schedule established by the standby agreements. At March 31, 2025, the agreements outstanding expire no later than 2030, although some may be renewable at our option. We were not required to purchase any bonds under these agreements as of March 31, 2025.

Legal Proceedings. We are subject to legal proceedings arising in the normal course of business. We record an accrual for a loss contingency when it is probable that a loss for which we could be liable has been incurred and the amount can be reasonably estimated. After consultation with legal counsel, management is not aware of any such proceedings where the ultimate liability, if any, could have a material effect on our financial condition, results of operations or cash flows.

Note 13 - Related Party and Other Transactions

Transactions with Directors' Financial Institutions. The following table presents our transactions with directors' financial institutions, taking into account the beginning and ending dates of the directors' terms, merger activity and other changes in the composition of directors' financial institutions.

	Three Months Ended March 31,	
Transactions with Directors' Financial Institutions	**2025**	**2024**
Net capital stock issuances (redemptions and repurchases)	$ —	$ 318
Net advances (repayments)	14,188	(88,303)
Mortgage loan purchases	18,211	12,874

The following table presents the aggregate balances of capital stock and advances outstanding for our directors' financial institutions and their balances as a percent of the total balances on our statement of condition.

	March 31, 2025		December 31, 2024	
Balances with Directors' Financial Institutions	**Par Value**	**% of Total**	**Par Value**	**% of Total**
Capital stock	$ 45,188	2 %	$ 58,502	2 %
Advances	506,040	1 %	734,786	2 %

The composition of our directors' financial institutions changed due to changes in board membership on January 1, 2025 resulting from the 2024 board of directors' election.

Transactions with Other FHLBanks. Occasionally, we loan or borrow short-term funds to/from other FHLBanks in order to manage FHLBank System-wide liquidity. These loans and borrowings are transacted at current market rates when traded. There were no loans to or borrowings from other FHLBanks that remained outstanding at March 31, 2025 or December 31, 2024.

DEFINED TERMS

advance: Secured loan to member, former member or Housing Associate
AFS: Available-for-Sale
Agency: GSE or Ginnie Mae
AHP: Affordable Housing Program required by applicable law
AOCI: Accumulated Other Comprehensive Income
bps: basis points
CDFI: Community Development Financial Institution, a mission-driven financial institution that creates economic opportunity for individuals and small businesses, quality affordable housing, and essential community services in the United States
Clearinghouse: A United States Commodity Futures Trading Commission-registered derivatives clearing organization
CO: Consolidated Obligation, including bonds and discount notes
EFFR: Effective Federal Funds Rate
Exchange Act: Securities Exchange Act of 1934, as amended
Fannie Mae: Federal National Mortgage Association (GSE)
FHLBank: A Federal Home Loan Bank
FHLBanks: The 11 Federal Home Loan Banks or a subset thereof
FHLBank System: The 11 Federal Home Loan Banks and the Office of Finance
Finance Agency: United States Federal Housing Finance Agency
FOMC: Federal Open Market Committee of the Federal Reserve
Form 8-K: Current Report on Form 8-K as filed with the SEC under the Exchange Act
Form 10-K: Annual Report on Form 10-K as filed with the SEC under the Exchange Act
Form 10-Q: Quarterly Report on Form 10-Q as filed with the SEC under the Exchange Act
Freddie Mac: Federal Home Loan Mortgage Corporation (GSE)
GAAP: Generally Accepted Accounting Principles in the United States of America
Ginnie Mae: Government National Mortgage Association
GSE: United States Government-Sponsored Enterprise
Housing Associate: Approved lender under Title II of the National Housing Act of 1934 that is either a government agency or is chartered under federal or state law with rights and powers similar to those of a corporation
HTM: Held-to-Maturity
LRA: Lender Risk Account
MBS: Mortgage-Backed Securities
MDC: Mandatory Delivery Commitment
Moody's: Moody's Investor Services
MPP: Mortgage Purchase Program, including Original and Advantage unless indicated otherwise
MRCS: Mandatorily Redeemable Capital Stock
MVE: Market Value of Equity
NRSRO: Nationally Recognized Statistical Rating Organization
OCI: Other Comprehensive Income
S&P: Standard & Poor's Rating Service
SEC: United States Securities and Exchange Commission
Securities Act: Securities Act of 1933, as amended
SERP: Collectively, the 2005 FHLBank of Indianapolis Supplemental Executive Retirement Plan, as amended, and the FHLBank of Indianapolis Supplemental Executive Retirement Plan, frozen effective December 31, 2004
SOFR: Secured Overnight Financing Rate
TBA: To Be Announced, a forward contract for the purchase or sale of MBS at a future agreed-upon date for an established price
TVA: Tennessee Valley Authority
UPB: Unpaid Principal Balance
WAIR: Weighted-Average Interest Rate

Item 2. MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS

Presentation

This discussion and analysis by management of the Bank's financial condition and results of operations should be read in conjunction with our 2024 Form 10-K and the interim *Financial Statements* and related *Notes to Financial Statements* contained in *Item 1. Financial Statements*.

Unless otherwise stated, amounts disclosed in this Item are rounded to the nearest million; therefore, dollar amounts of less than one million may not be reflected or, due to rounding, may not appear to agree to the amounts presented in thousands in the *Financial Statements* and related *Notes to Financial Statements*. Amounts used to calculate dollar and percentage changes are based on numbers in the thousands. Accordingly, calculations based upon the disclosed amounts (millions) may not produce the same results.

Executive Summary

Overview. As an FHLBank*,* we are a regional wholesale bank that serves as a financial intermediary between the capital markets and our members. The Bank is structured as a financial cooperative, which allows our business to be scalable and self-capitalizing without taking undue risks, diminishing capital adequacy or jeopardizing profitability. Therefore, the Bank is generally designed to expand and contract in asset size as the needs of our members and their communities change.

We primarily make secured loans in the form of advances to our members and purchase whole mortgage loans from our members. Additionally, we purchase other investments and provide other financial services to our members.

Our principal source of funding is the proceeds from the sale to the public of FHLBank debt instruments, called consolidated obligations, which are the joint and several obligation of all FHLBanks. We obtain additional funds from deposits, other borrowings, and by issuing capital stock to our members.

Our primary source of revenue is interest earned on advances, mortgage loans, and investments, including MBS.

Our net interest income is primarily determined by the size of our balance sheet and the spread between the interest rate earned on our assets and the interest rate paid on our share of the consolidated obligations. A significant portion of net interest income may also be derived from deploying our capital which produces an asset yield but has no associated interest cost, i.e., interest-free capital. We use funding and hedging strategies to manage the interest-rate risk that arises from our lending and investing activities.

Due to our cooperative ownership structure and wholesale nature, we typically earn a narrow interest spread. Accordingly, our net income is relatively low compared to our total assets and capital.

In addition, as a cooperative, some members utilize our products more heavily and own more capital stock than others. As a result, we must achieve a balance in generating membership value from rates we charge on advances or prices we pay to purchase mortgage loans and paying a sufficient dividend rate.

Business Environment. The Bank's financial performance is influenced by several key national economic and market factors, including fiscal and monetary policies, the conditions in the housing markets and the level and volatility of market interest rates.

Economy and Financial Markets. The U.S. economy contracted for the first time since 2022 as U.S. real gross domestic product, according to the U.S. Commerce Department, fell at a seasonally and inflation adjusted annual rate of 0.3% in the first quarter of 2025. However, consumer spending rose in the first quarter, despite rising concerns about tariffs and declining consumer sentiment. The labor market remained solid despite economic uncertainty, government layoffs and market turbulence. The unemployment rate increased slightly in March to 4.2%, but continued to be low by historical measures, according to the U.S. Labor Department.

U.S. inflation, as measured by the Consumer Price Index published by the U.S. Labor Department, eased in March as consumer prices declined month-over month for the first time in nearly five years. The personal-consumption expenditures price index, the Federal Reserve's preferred inflation gauge, rose at an annual rate of 2.4%, according to the Commerce Department. The associated measure of core prices, which excludes volatile food and energy prices, rose 2.8% compared to a year earlier, below the 3% increase that was forecasted, and resulted in the smallest increase in the core measure since March 2021. However, the decline in prices could be short-lived as looming trade wars caused by tariff increases may boost inflation in the coming quarters.

Conditions in U.S. Housing Markets. Elevated mortgage interest rates continue to keep many buyers out of the market due to a lack of affordability, reducing housing demand. At the same time, high mortgage rates have discouraged many homeowners from selling as many are reluctant to give up their existing low mortgage rates, reducing the available inventory of homes for sale.

The result of lower demand and lower, but rising, supply was declining existing-home sales and stubbornly high prices. Existing-home sales, which comprise most of the housing market, fell 2.4% in March from the prior year and 5.9% from the prior month, the largest month-over-month decline since November 2022, according to the National Association of Realtors ("NAR"). Many buyers, concerned by the rising economic uncertainty, have stayed away from the housing market during the start of the crucial spring selling season, when activity tends to peak.

Housing affordability, particularly for first-time home buyers, remains an economic burden as the most recent NAR affordability index remained well below historic norms.

Interest Rate Levels and Volatility. The Federal Reserve seeks to achieve maximum employment and inflation at the rate of 2% over the longer run. In support of these goals, at its meeting on March 19, 2025, the FOMC decided to maintain the target range at 4.25 to 4.5 percent, indicating that "uncertainty around the economic outlook has increased."

The following table presents certain key interest rates.

	Average for Three Months Ended		Period End	
	March 31,		March 31,	December 31,
	2025	2024	2025	2024
Federal Funds Effective	4.33 %	5.33 %	4.33 %	4.33 %
SOFR	4.33 %	5.31 %	4.41 %	4.49 %
1-week Overnight-Indexed Swap	4.33 %	5.33 %	4.33 %	4.33 %
3-month U.S. Treasury yield	4.31 %	5.38 %	4.30 %	4.32 %
2-year U.S Treasury yield	4.16 %	4.49 %	3.89 %	4.24 %
10-year U.S. Treasury yield	4.45 %	4.15 %	4.21 %	4.57 %

Source: Bloomberg

The level and volatility of interest rates, including the shape of the yield curve, were affected by several factors, principally efforts by the Federal Reserve beginning in late March 2022 to raise interest rates and tighten monetary policy to combat high inflation.

As the FOMC raised short-term rates, portions of the Treasury yield curve became inverted. The 2-year rate was consistently higher than the 10-year rate. Investors use the 10-year Treasury yield as an indicator of investor confidence. The 2-year rate fell below the 10-year rate during 2024 as that portion of the yield curve steepened. However, the recent economic uncertainty has led to the portions of the Treasury yield curve becoming inverted again during the first quarter of 2025.

Impact on Operating Results. Lending and investing activity by our member institutions are key drivers for our balance sheet and income growth. Such activity is a function of both prevailing interest rates and economic activity, including local economic factors, particularly relating to the housing and mortgage markets.

Positive economic trends tend to increase demand by our members for advances to support their funding needs but can drive market interest rates higher, which can impair activity in the mortgage market. A less active mortgage market can adversely affect demand for advances and activity levels in our Advantage MPP. However, member demand for liquidity, particularly during stressed market conditions, can also lead to advances growth. Negative economic trends tend to decrease demand by our members for advances but can drive market interest rates lower, which can spur activity in the mortgage market. A more active mortgage market can positively affect demand for advances and our Advantage MPP.

The Bank has a diversified portfolio of advances to insurance company and depository members. Borrowing patterns between our insurance company and depository members can differ during various economic and market conditions, thereby easing the potential magnitude of core business fluctuations during business cycles.

The level and trends of market interest rates and the shape of the U.S. Treasury yield curve affect our yields and margins on earning assets, including advances, purchased mortgage loans, and our investment portfolio, which contribute to our overall profitability. Additionally, trends in market interest rates drive mortgage origination and prepayment activity, which can lead to net interest margin volatility in our MPP and MBS portfolios. A flat or inverted yield curve, in which the difference between short-term interest rates and long-term interest rates is low, or negative, respectively, may have an unfavorable impact on our net interest margins. A steep yield curve, in which the difference between short-term and long-term interest rates is high, may have a favorable impact on our net interest margins. The level of interest rates also directly affects our earnings on assets funded by our interest-free capital.

Supporting Housing and Community Investment. In addition to providing a readily available, competitively-priced source of funds to members, one of our core missions is to support affordable housing and community investment. A number of programs administered by the Bank are targeted to fulfill that mission, some of which are statutory and some are voluntary. The Bank is statutorily required to set aside 10% of earnings to support affordable housing each year. These funds assist members in serving very low- and low- or moderate-income households. In addition to statutory AHP assessments, we have committed to allocating voluntary funding to our AHP and various affordable housing and community investment programs in 2025 of 7.5% of our 2024 earnings. However, the timing of the recognition of such allocations as expense may vary due to the applicable accounting requirements.

Results of Operations and Changes in Financial Condition

Results of Operations for the Three Months Ended March 31, 2025 and 2024. The following table presents the comparative highlights of our results of operations ($ amounts in millions).

Condensed Statements of Comprehensive Income	Three Months Ended March 31, 2025	2024	$ Change	% Change
Interest income	$ 940	$ 1,016	$ (76)	(7)%
Interest expense	814	887	(73)	(8)%
Net interest income after provision for (reversal of) credit losses	126	129	(3)	(3)%
Other income	—	9	(9)	
Other expenses	42	32	10	
Income before assessments	84	106	(22)	(21)%
AHP assessments	9	11	(2)	
Net income	75	95	(20)	(21)%
Total other comprehensive income	—	101	(101)	
Total comprehensive income	$ 75	$ 196	$ (121)	(62)%

Net income for the three months ended March 31, 2025 was $75 million, a net decrease of $20 million compared to the corresponding period in the prior year. The decrease was primarily due to net unrealized losses on qualifying fair-value and economic hedging relationships, a substantial increase in voluntary contributions to affordable housing and community investment programs, and lower earnings on the portion of the Bank's assets funded by its capital, partially offset by higher interest spreads on interest-earning assets, net of interest-bearing liabilities.

The net decrease in total OCI for the three months ended March 31, 2025 compared to the corresponding period in the prior year was substantially due to lower net unrealized gains on AFS securities.

The following table presents the returns on average assets and returns on average equity.

Ratios (annualized)	Three Months Ended March 31, 2025	2024
Return on average assets	0.37 %	0.52 %
Return on average equity	7.05 %	9.80 %

The decline in the returns for the three months ended March 31, 2025 compared to the corresponding period in the prior year was due to the decrease in net income and the increase in average balances.

Changes in Financial Condition for the Three Months Ended March 31, 2025.

The following table presents the comparative highlights of our changes in financial condition ($ amounts in millions).

Condensed Statements of Condition	March 31, 2025	December 31, 2024	$ Change	% Change
Advances	$ 38,487	$ 39,833	$ (1,346)	(3)%
Mortgage loans held for portfolio, net	11,379	10,796	583	5 %
Liquidity investments[1]	9,451	12,911	(3,460)	(27)%
Other investment securities[2]	20,613	20,189	424	2 %
Other assets	781	806	(25)	(3)%
Total assets	$ 80,711	$ 84,535	$ (3,824)	(5)%
Consolidated obligations	$ 74,605	$ 78,085	$ (3,480)	(4)%
MRCS	266	363	(97)	(27)%
Other liabilities	1,653	1,852	(199)	(11)%
Total liabilities	76,524	80,300	(3,776)	(5)%
Capital stock	2,484	2,555	(71)	(3)%
Retained earnings[3]	1,707	1,684	23	1 %
Accumulated other comprehensive income (loss)	(4)	(4)	—	13 %
Total capital	4,187	4,235	(48)	(1)%
Total liabilities and capital	$ 80,711	$ 84,535	$ (3,824)	(5)%
Total regulatory capital[4]	$ 4,457	$ 4,602	$ (145)	(3)%

1 Includes cash, interest-bearing deposits, securities purchased under agreements to resell, federal funds sold and U.S. Treasury obligations classified as trading securities.
2 Includes AFS and HTM securities.
3 Includes restricted retained earnings at March 31, 2025 and December 31, 2024 of $481 million and $466 million, respectively.
4 Total capital less AOCI plus MRCS.

Total assets at March 31, 2025 were $80.7 billion, a net decrease of $3.8 billion, or 5%, from December 31, 2024, primarily due to a decrease in liquidity investments.

Advances outstanding at March 31, 2025, at carrying value, totaled $38.5 billion, a net decrease of $1.3 billion, or 3%, from December 31, 2024. The par value of advances outstanding decreased by 4% to $38.6 billion, which included a net decrease in short-term advances of 7% and a net decrease in long-term advances of 2%. At March 31, 2025, based on contractual maturities, long-term advances composed 64% of advances outstanding, while short-term advances composed 36%.

Mortgage loans held for portfolio at March 31, 2025 totaled $11.4 billion, a net increase of $583 million, or 5%, from December 31, 2024, as the Bank's purchases from its members exceeded principal repayments by borrowers. Purchases of mortgage loans from members for the three months ended March 31, 2025 totaled $834 million.

Liquidity investments at March 31, 2025 totaled $9.5 billion, a net decrease of $3.5 billion, or 27%, from December 31, 2024. Cash and short-term investments represented 88% of the total liquidity investments at March 31, 2025, while U.S. Treasury obligations represented 12%.

Other investment securities, which consist substantially of MBS and U.S. Treasury obligations classified as HTM or AFS, at March 31, 2025 totaled $20.6 billion, a net increase of $424 million, or 2%, from December 31, 2024.

The Bank's consolidated obligations outstanding at March 31, 2025 totaled $74.6 billion, a net decrease of $3.5 billion, or 4%, from December 31, 2024, which reflected decreased funding needs associated with the net decrease in the Bank's total assets.

Total capital at March 31, 2025 was $4.2 billion, a net decrease of $48 million, or 1%, from December 31, 2024. The net decrease resulted primarily from the Bank's repurchases of capital stock, offset by members' purchases of capital stock to support their advance activity and the Bank's growth in retained earnings.

The Bank's regulatory capital-to-assets ratio at March 31, 2025 was 5.52%, which exceeds all applicable regulatory capital requirements.

Outlook. We believe that our financial performance will continue to provide sufficient, risk-adjusted returns for our members across a wide range of business, financial and economic environments.

Our board of directors seeks to reward our members with a sufficient, risk-adjusted return on their investment, particularly those who actively utilize our products and services. On April 24, 2025, our board of directors declared a cash dividend on Class B-2 activity-based stock at an annualized rate of 9.50% and on Class B-1 non-activity-based stock at an annualized rate of 4.50%, resulting in a spread between the rates of 5.0 percentage points. The overall weighted-average annualized rate paid on member capital stock was 8.11%. The dividends were paid in cash on April 25, 2025.

The ultimate effects of economic and financial markets activity, including fiscal and monetary policies, the conditions in the housing markets and the level and volatility of market interest rates, as well as legislative and regulatory actions, continue to evolve and are highly uncertain and, therefore, the future impact on our business is difficult to predict.

Analysis of Results of Operations for the Three Months Ended March 31, 2025 and 2024.

Interest Income. Interest income on advances, mortgage loans held for portfolio, and investment securities is our primary source of revenue. Interest income for the three months ended March 31, 2025 totaled $940 million, a decrease of $76 million compared to the corresponding period in the prior year, primarily driven by a decrease in yields resulting from lower short-term market interest rates, partially offset by an increase in the average balances outstanding of interest-earning assets.

The following table presents the components of advance prepayment fees included in interest income ($ amounts in millions):

	Three Months Ended March 31,	
Components	**2025**	**2024**
Gross borrower advance prepayment fees received (paid)	$ 1	$ —
Swap termination fees received (paid)	1	—
Total advance prepayment fees, net	$ 2	$ —

Interest Expense. Interest expense on consolidated obligations is our primary expense. Interest expense for the three months ended March 31, 2025 totaled $814 million, a decrease of $73 million compared to the corresponding period in the prior year, primarily driven by a decrease in our cost of funds resulting from lower short-term market interest rates, partially offset by an increase in the average balances outstanding of interest-bearing liabilities.

Net Interest Income. Net interest income is our primary source of earnings and is generated from the net interest spread on assets funded by liabilities and the yield on assets funded by interest-free capital as well as the average balances outstanding of interest-earning assets and interest-bearing liabilities.

The decrease in net interest income for the three months ended March 31, 2025 compared to the corresponding period in the prior year was substantially due to lower earnings on the portion of the Bank's assets funded by its capital and net unrealized losses on qualifying fair-value hedging relationships, partially offset by higher interest spreads on interest-earnings assets, net of interest-bearing liabilities.

For our hedging relationships that qualified for hedge accounting, the differences between the changes in fair value of the hedged items and the associated derivatives (i.e., hedge ineffectiveness) are recorded in net interest income and resulted in net hedging losses for the three months ended March 31, 2025 of $(2) million, compared to net hedging gains for the corresponding period in the prior year of $4 million.

Our net gains (losses) on derivatives fluctuate due to volatility in the overall interest-rate environment as we hedge our asset and liability risk exposures. In general, we hold derivatives and associated hedged items to the maturity, call, or put date. Therefore, due to timing, nearly all of the cumulative net gains and losses for these financial instruments will generally reverse over the remaining contractual terms of the hedged item. However, there may be instances when we terminate these instruments prior to the maturity, call or put date, which may result in a realized gain or loss.

The following table presents average daily balances, interest income/expense, and average yields/cost of funds of our major categories of interest-earning assets and their funding sources ($ amounts in millions).

	Three Months Ended March 31,					
	2025			2024		
	Average Balance	Interest Income/ Expense[1]	Average Yield/ Cost of Funds[1,2]	Average Balance	Interest Income/ Expense[1]	Average Yield/ Cost of Funds[1,2]
Assets:						
Securities purchased under agreements to resell	$ 5,091	$ 55	4.40 %	$ 1,634	$ 22	5.41 %
Federal funds sold	2,817	31	4.40 %	5,013	68	5.42 %
MBS[3,4]	13,044	170	5.30 %	11,938	189	6.36 %
Other investment securities[3,4]	8,398	98	4.73 %	8,008	114	5.76 %
Advances[4]	38,251	447	4.73 %	35,976	515	5.76 %
Mortgage loans held for portfolio[4,5]	11,079	116	4.25 %	8,721	78	3.60 %
Other assets (interest-earning)[6]	2,184	23	4.30 %	2,300	30	5.31 %
Total interest-earning assets	80,864	940	4.71 %	73,590	1,016	5.55 %
Other assets, net[7]	(14)			(485)		
Total assets	$ 80,850			$ 73,105		
Liabilities and Capital:						
Interest-bearing deposits	$ 996	10	4.16 %	$ 739	11	5.20 %
Discount notes	21,349	229	4.36 %	18,767	250	5.36 %
CO bonds[4]	53,032	570	4.36 %	48,659	621	5.14 %
MRCS	339	5	5.57 %	368	5	5.83 %
Total interest-bearing liabilities	75,716	814	4.36 %	68,533	887	5.20 %
Other liabilities	847			678		
Total capital	4,287			3,894		
Total liabilities and capital	$ 80,850			$ 73,105		
Net interest income		$ 126			$ 129	
Net spread on interest-earning assets less interest-bearing liabilities[2]			0.35 %			0.35 %
Net interest margin[8]			0.63 %			0.71 %
Average interest-earning assets to interest-bearing liabilities	1.07			1.07		

1 Includes hedging gains (losses) and net interest settlements on qualifying fair-value hedging relationships. Excludes impact of purchase discount (premium) recorded through mark-to-market gains (losses) on trading securities and net interest settlements on derivatives hedging trading securities.

2 Annualized.

3 The average balances of AFS securities are based on amortized cost; therefore, the resulting yields do not reflect changes in the estimated fair value that are a component of OCI.

[4] Interest income/expense and average yield/cost of funds include all components of interest, including the impact of net interest payments or receipts on derivatives in qualifying hedge relationships, amortization of hedge accounting basis adjustments, and prepayment fees on advances. Excludes net interest payments or receipts on derivatives in economic hedging relationships, including those hedging trading securities.

[5] Includes non-accrual loans.

[6] Consists of interest-bearing deposits and loans to other FHLBanks (if applicable). Includes the rights or obligations to cash collateral, except for variation margin payments characterized as daily settled contracts.

[7] Includes cumulative changes in the estimated fair value of AFS securities and grantor trust assets.

[8] Annualized net interest income expressed as a percentage of the average balance of interest-earning assets.

Changes in both volume and interest rates determine changes in net interest income and net interest margin. However, changes in the estimated fair values of derivatives in fair-value hedge relationships, and changes in the fair value of the hedged item that are attributable to the hedged risk, are recorded in net interest income. Interest income on trading securities is also included, but the net interest settlements on derivatives hedging trading securities and the purchase discount (premium) recorded through mark-to-market gains (losses) on trading securities are recorded in other income.

Changes in interest income and interest expense that are not identifiable as either volume-related or rate-related, but are attributable to both volume and rate changes, have been allocated to the volume and rate categories based upon the proportion of the volume and rate changes.

The following table presents the changes in interest income and interest expense by volume and rate ($ amounts in millions).

	Three Months Ended March 31, 2025 vs. 2024		
Components	**Volume**	**Rate**	**Total**
Increase (decrease) in interest income:			
Securities purchased under agreements to resell	$ 38	$ (5)	$ 33
Federal funds sold	(26)	(11)	(37)
MBS	16	(35)	(19)
Other investment securities	4	(20)	(16)
Advances	31	(99)	(68)
Mortgage loans held for portfolio	23	15	38
Other assets (interest-earning)	(1)	(6)	(7)
Total	85	(161)	(76)
Increase (decrease) in interest expense:			
Interest-bearing deposits	2	(3)	(1)
Discount notes	32	(53)	(21)
CO bonds	53	(104)	(51)
MRCS	—	—	—
Total	87	(160)	(73)
Increase (decrease) in net interest income	$ (2)	$ (1)	$ (3)

Average Balances. The average balances outstanding of interest-earning assets for the three months ended March 31, 2025 increased by 10% compared to the corresponding period in the prior year. The average balances of mortgage loans increased by 27% as a result of increases in purchases from our members. The average balances of MBS and other investment securities increased by 8%, reflecting our goal to maintain investments in MBS near the 300% regulatory limit. The average balance of advances increased by 6% as a result of increased utilization of a particular short-term variable rate product. The average balances outstanding of interest-bearing liabilities for the three months ended March 31, 2025 increased by 10% compared to the corresponding period in the prior year. The average balances of discount notes increased by 14%, while the average balances of CO bonds increased by 9%, reflecting increased funding needs. As a result, the average balances of total interest-earning assets, net of interest-bearing liabilities, increased by 2%.

Yields/Cost of Funds. The average yield on total interest-earning assets, including the impact of hedging gains and (losses) but excluding certain impacts of trading securities and associated derivatives, for the three months ended March 31, 2025 was 4.71%, a decrease of 84 bps compared to the corresponding period in the prior year, resulting substantially from lower short-term market interest rates that led to lower yields on our interest-earning assets. Such decrease contributed to the decrease in interest income on the portion of the Bank's assets funded by its interest-free capital. The average cost of funds of total interest-bearing liabilities, including the impact of hedging gains and (losses), for the three months ended March 31, 2025 was 4.36%, a decrease of 84 bps due to lower funding costs on all of our interest-bearing liabilities, resulting substantially from lower short-term market interest rates. The net effect was virtually no change in the overall net interest spread, including the impact of hedging gains and (losses) but excluding certain impacts of trading securities, compared to the corresponding period in the prior year.

Net interest margin for the three months ended March 31, 2025 was 0.63%, a decrease of 8 bps compared to the corresponding period in the prior year, primarily due to lower interest income on the portion of the Bank's assets funded by its capital.

Other Income. The following table presents a comparison of the components of other income ($ amounts in millions).

	Three Months Ended March 31,	
Components	**2025**	**2024**
Net unrealized gains (losses) on trading securities[1]	$ 7	$ (3)
Net realized gains (losses) on trading securities[2]	—	(2)
Net gains (losses) on trading securities	7	(5)
Net gains (losses) on derivatives hedging trading securities	(5)	7
Net gains (losses) on other derivatives not designated as hedging instruments[3]	(7)	—
Net interest settlements on economic derivatives[4]	2	2
Net gains (losses) on derivatives	(10)	9
Change in fair value of investments indirectly funding the liabilities under the SERP	—	3
Net realized gains on sales of AFS securities	3	—
Other, net	—	2
Total other income	$ —	$ 9

1 Includes impact of purchase discount (premium) recorded through mark-to-market gains (losses). Excludes impact of associated derivatives.
2 Includes, at maturity, 100% of original discount (premium) as gain (loss). Excludes impact of associated derivatives.
3 Includes swap termination fees received (paid) associated with sales of AFS securities.
4 Generally offsetting interest income on trading securities or interest expense on the associated funding is included in net interest income.

The decrease in total other income for the three months ended March 31, 2025 compared to the corresponding period in the prior year was due substantially to unrealized losses on certain derivatives that failed fair-value hedge effectiveness testing. However, if these derivatives are held to their maturity dates, nearly all of the losses are expected to be recovered over their remaining contractual terms.

Other Expenses. The following table presents a comparison of the components of other expenses ($ amounts in millions).

	Three Months Ended March 31,	
Components	**2025**	**2024**
Compensation and benefits	$ 17	$ 16
Other operating expenses	8	8
Finance Agency and Office of Finance	4	3
Voluntary contributions to housing and community investment	11	4
Other	2	1
Total other expenses	$ 42	$ 32

The net increase in total other expenses for the three months ended March 31, 2025 compared to the corresponding period in the prior year was due to an increase in voluntary contributions to housing and community investment.

Supporting Housing and Community Investment. The following table presents additional information regarding our voluntary contributions to housing and community investment ($ amounts in millions). The timing of the recognition of such contributions in other expenses can vary due to applicable accounting requirements.

	Three Months Ended March 31,	
Voluntary Contribution Components	**2025**	**2024**
Contributions to AHP	$ —	$ —
Grants and donations to affordable housing and community investment	10	4
Total voluntary contribution fulfillment	10	4
Supplemental voluntary contributions to AHP[1]	1	—
Total voluntary contributions to housing and community investment	$ 11	$ 4

[1] To restore the statutory AHP assessments to what the total otherwise would have been without any voluntary contributions recorded as an expense.

AHP Assessments. For the three months ended March 31, 2025, our AHP assessments were $9 million. Our AHP assessment fluctuates in accordance with our net earnings.

The Bank's combined required and voluntary allocation for the three months ended March 31, 2025 totaled $20 million, an increase of $5 million, or 35%, compared to the corresponding period in the prior year.

Total Other Comprehensive Income (Loss). Total OCI for the three months ended March 31, 2025 and 2024 consisted substantially of unrealized gains on AFS securities. These amounts represent the portion of the changes in fair value that are not attributable to the risks being hedged in fair-value hedge relationships and were primarily impacted by changes in interest rates, credit spreads and volatility.

Analysis of Financial Condition

Total Assets. The table below presents the comparative highlights of our major asset categories ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Major Asset Categories	**Carrying Value**	**% of Total**	**Carrying Value**	**% of Total**
Advances	$ 38,487	48 %	$ 39,833	47 %
Mortgage loans held for portfolio, net	11,379	14 %	10,796	13 %
Cash and short-term investments	8,356	11 %	11,823	14 %
Trading securities	1,095	1 %	1,088	1 %
MBS	13,234	16 %	12,863	15 %
Other investment securities	7,379	9 %	7,326	9 %
Other assets[1]	781	1 %	806	1 %
Total assets	$ 80,711	100 %	$ 84,535	100 %

[1] Includes accrued interest receivable, premises, software and equipment, derivative assets and other miscellaneous assets.

Total assets as of March 31, 2025 were $80.7 billion, a decrease of $3.8 billion, or 5%, compared to December 31, 2024, primarily driven by a decrease in cash and short-term investments. The mix of our assets at March 31, 2025 changed compared to December 31, 2024 in that cash and short-term investments decreased from 14% to 11%.

Advances. In general, advances fluctuate in accordance with our members' funding needs, primarily determined by their deposit levels, mortgage pipelines, loan growth, investment opportunities, available collateral, other balance sheet strategies, and the cost of alternative funding options.

Advances at March 31, 2025 at carrying value totaled $38.5 billion, a net decrease of $1.3 billion, or 3%, compared to December 31, 2024. Advances outstanding, at par, totaled $38.6 billion, a net decrease of $1.6 billion, or 4%. Advances outstanding, at par, to our depository members decreased by $1.2 billion, or 4%, and advances outstanding, at par, to our insurance company members decreased by $398 million, or 3%.

Our advances portfolio is well-diversified with advances to commercial banks and savings institutions, credit unions, and insurance companies.

The table below presents advances outstanding by type of financial institution ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Borrower Type	**Par Value**	**% of Total**	**Par Value**	**% of Total**
Depository institutions:				
Commercial banks and savings institutions	$ 18,382	48 %	$ 19,280	48 %
Credit unions	5,307	14 %	5,567	14 %
Former members	1,604	4 %	1,605	4 %
Total depository institutions	25,293	66 %	26,452	66 %
Insurance companies:				
Insurance companies	13,294	34 %	13,692	34 %
Former members	5	— %	5	— %
Total insurance companies	13,299	34 %	13,697	34 %
CDFIs	2	— %	1	— %
Total advances outstanding	$ 38,594	100 %	$ 40,150	100 %

The following table presents the par value of advances outstanding by product type and redemption term, some of which contain call or put options ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Product Type and Redemption Term	**Par Value**	**% of Total**	**Par Value**	**% of Total**
Fixed-rate:				
Without call or put options				
Due in 1 year or less	$ 7,708	20 %	$ 8,491	21 %
Due after 1 through 5 years	12,162	32 %	12,546	31 %
Due after 5 through 15 years	1,374	4 %	1,436	4 %
Thereafter	8	— %	10	— %
Total	21,252	56 %	22,483	56 %
Callable or prepayable				
Due after 1 through 5 years	5	— %	5	— %
Due after 5 through 15 years	36	— %	36	— %
Total	41	— %	41	— %
Putable				
Due after 1 through 5 years	2,088	5 %	1,772	4 %
Due after 5 through 15 years	3,504	9 %	4,269	11 %
Total	5,592	14 %	6,041	15 %
Total fixed-rate	26,885	70 %	28,565	71 %
Variable-rate:				
Without call or put options				
Due in 1 year or less	129	— %	100	— %
Due after 1 through 5 years	630	2 %	510	1 %
Total	759	2 %	610	1 %
Callable or prepayable				
Due in 1 year or less	6,177	16 %	6,464	16 %
Due after 1 through 5 years	2,893	7 %	2,652	7 %
Due after 5 through 15 years	1,476	4 %	1,455	4 %
Thereafter	404	1 %	404	1 %
Total	10,950	28 %	10,975	28 %
Total variable-rate	11,709	30 %	11,585	29 %
Total advances	$ 38,594	100 %	$ 40,150	100 %

The mix of fixed- vs. variable-rate advances at March 31, 2025 remained consistent with December 31, 2024. At March 31, 2025 and December 31, 2024, fixed-rate advances included $22.3 billion and $22.9 billion, respectively, that are swapped to effectively create variable-rate advances, consistent with our balance sheet strategies to manage interest-rate risk.

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During the three months ended March 31, 2025, the par value of advances due in one year or less decreased by 7%, while advances due after one year decreased by 2%. As a result, advances due in one year or less, as a percentage of the total outstanding at par, totaled 36% at March 31, 2025, a decrease from 37% at December 31, 2024. However, based on the earlier of the redemption or next put date, advances due in one year or less, as a percentage of the total outstanding, at par, at March 31, 2025 and December 31, 2024 totaled 48% and 49%, respectively.

The following table presents our variable-rate advances outstanding by the associated interest-rate index ($ amounts in millions).

Variable Interest-Rate Index	**March 31, 2025**	**December 31, 2024**
SOFR	$ 2,678	$ 2,579
FHLBanks cost of funds	3,509	3,183
EFFR	5,401	5,752
Other	121	71
Total variable-rate advances, at par value	$ 11,709	$ 11,585

Mortgage Loans Held for Portfolio. Mortgage loans held for portfolio at March 31, 2025, at carrying value, totaled $11.4 billion, a net increase of $583 million, or 5%, from December 31, 2024, as the Bank's purchases from its members exceeded principal repayments by borrowers.

In general, our volume of mortgage loans purchased is affected by several factors, including interest rates, competition, the general level of housing and refinancing activity in the United States, consumer product preferences, our balance sheet capacity and risk appetite, and regulatory considerations.

The following table summarizes the activity in the UPB of mortgage loans held for portfolio ($ amounts in millions).

	Three Months Ended March 31,	
Mortgage Loans Activity	**2025**	**2024**
Balance, beginning of period	$ 10,591	$ 8,453
Purchases by Bank	817	408
Principal repayments by borrowers	(245)	(174)
Balance, end of period	$ 11,163	$ 8,687

Liquidity and Other Investment Securities. The following table presents a comparison of the components of our liquidity investments and other investment securities at carrying value ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Components	**Carrying Value**	**% of Total**	**Carrying Value**	**% of Total**
Liquidity investments:				
Cash and short-term investments:				
Cash and due from banks	$ 63	— %	$ 71	— %
Interest-bearing deposits	993	3 %	857	3 %
Securities purchased under agreements to resell	6,500	22 %	7,500	23 %
Federal funds sold	800	3 %	3,395	10 %
Total cash and short-term investments	8,356	28 %	11,823	36 %
Trading securities:				
U.S. Treasury obligations	1,095	3 %	1,088	3 %
Total trading securities	1,095	3 %	1,088	3 %
Total liquidity investments	9,451	31 %	12,911	39 %
Other investment securities:				
AFS securities:				
U.S. Treasury obligations	5,808	19 %	5,695	17 %
GSE and TVA debentures	1,511	5 %	1,583	5 %
GSE multifamily MBS	7,190	24 %	7,072	21 %
Total AFS securities	14,509	48 %	14,350	43 %
HTM securities:				
State housing agency obligations	60	— %	48	— %
Other U.S. obligations - guaranteed single-family MBS	3,499	12 %	3,598	11 %
GSE single-family MBS	2,005	7 %	1,653	5 %
GSE multifamily MBS	540	2 %	540	2 %
Total HTM securities	6,104	21 %	5,839	18 %
Total other investment securities	20,613	69 %	20,189	61 %
Total cash and investments, carrying value	$ 30,064	100 %	$ 33,100	100 %

Liquidity Investments. The total outstanding balance and composition of our liquidity investments are influenced by our liquidity needs, regulatory requirements, actual and anticipated member advance activity, market conditions, and the availability of short-term investments at attractive interest rates, relative to our cost of funds.

Cash and short-term investments at March 31, 2025 totaled $8.4 billion, a decrease of $3.5 billion, or 29%, from December 31, 2024. As a result, cash and short-term investments as a percent of total cash and investments decreased to 28% at March 31, 2025, compared to 36% at December 31, 2024.

The Bank purchases U.S. Treasury obligations as trading securities to enhance its liquidity. Such securities outstanding at March 31, 2025 totaled $1.1 billion, an increase of $7 million, or 1%, from December 31, 2024.

Liquidity investments at March 31, 2025 totaled $9.5 billion, a decrease of $3.5 billion, or 27%, from December 31, 2024.

Other Investment Securities. AFS securities at March 31, 2025 totaled $14.5 billion, a net increase of $159 million, or 1%, from December 31, 2024.

Net unrealized gains on AFS securities, excluding the portion of the changes in fair value that are attributable to the risks being hedged in fair-value hedging relationships, at March 31, 2025 totaled $12 million, compared to net unrealized gains at December 31, 2024 of $12 million, reflecting generally offsetting changes in interest rates, credit spreads and volatility.

HTM securities at March 31, 2025 totaled $6.1 billion, a net increase of $265 million, or 5%, from December 31, 2024, substantially due to purchases of GSE single-family MBS.

Net unrecognized losses on HTM securities at March 31, 2025 totaled $(33) million, a decrease in the net losses of $9 million compared to December 31, 2024, primarily due to changes in interest rates, credit spreads and volatility.

Interest-Rate Payment Terms. Our other investment securities are presented below by interest-rate payment terms ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Interest-Rate Payment Terms	**Amortized Cost**	**% of Total**	**Amortized Cost**	**% of Total**
AFS Securities[1]:				
Total non-MBS fixed-rate	$ 7,297	50 %	$ 7,260	51 %
Total MBS fixed-rate	7,200	50 %	7,078	49 %
Total AFS securities	$ 14,497	100 %	$ 14,338	100 %
HTM Securities:				
Total non-MBS fixed-rate	$ 60	1 %	$ 48	1 %
Total MBS fixed-rate	195	3 %	195	3 %
Total MBS variable-rate	5,849	96 %	5,596	96 %
Total HTM securities	$ 6,104	100 %	$ 5,839	100 %
AFS and HTM securities:				
Total fixed-rate	$ 14,752	72 %	$ 14,581	72 %
Total variable-rate	5,849	28 %	5,596	28 %
Total AFS and HTM securities	$ 20,601	100 %	$ 20,177	100 %

[1] Carrying value for AFS is equal to estimated fair value.

The mix of fixed- vs. variable-rate AFS and HTM securities at March 31, 2025 did not change from December 31, 2024. However, all of the fixed-rate AFS securities are swapped to effectively create variable-rate securities, consistent with our balance sheet strategies to manage interest-rate risk. All of our variable-rate MBS are indexed to SOFR.

Total Liabilities. Total liabilities at March 31, 2025 were $76.5 billion, a net decrease of $3.8 billion, or 5%, from December 31, 2024.

Deposits (Liabilities). Total deposits at March 31, 2025 were $695 million, a net decrease of $218 million, or 24%, from December 31, 2024. These deposits provide a relatively small portion of our funding but can fluctuate from period to period and vary depending upon such factors as the attractiveness of our deposit pricing relative to the rates available on alternative money market instruments, members' preferences with respect to the maturity of their investments, and members' liquidity. The balances of these accounts are uninsured.

Consolidated Obligations. The overall balance of our consolidated obligations fluctuates in relation to our total assets. The carrying value of consolidated obligations outstanding at March 31, 2025 totaled $74.6 billion, a net decrease of $3.5 billion, or 4%, from December 31, 2024, which reflected decreased funding needs associated with the net decrease in the Bank's total assets.

The following table presents a breakdown by term of our consolidated obligations outstanding ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Term	**Par Value**	**% of Total**	**Par Value**	**% of Total**
Consolidated obligations due in 1 year or less:				
Discount notes	$ 22,425	30 %	$ 25,294	32 %
CO bonds	22,153	29 %	21,863	28 %
Total due in 1 year or less	44,578	59 %	47,157	60 %
Long-term CO bonds	30,870	41 %	31,997	40 %
Total consolidated obligations	$ 75,448	100 %	$ 79,154	100 %

The mix of our funding remained consistent from December 31, 2024. We continue to seek to maintain a sufficient liquidity and funding balance between our financial assets and financial liabilities.

At both March 31, 2025 and December 31, 2024, callable CO bonds were 49% of total CO bonds outstanding.

At March 31, 2025 and December 31, 2024, 68% and 72%, respectively, of our fixed-rate CO bonds were swapped using derivative instruments to effectively create variable-rate CO bonds, consistent with our balance sheet strategies to manage interest-rate risk. All of our variable-rate CO bonds outstanding at March 31, 2025 and December 31, 2024 were indexed to SOFR.

Derivatives. The volume of derivative hedges is often expressed in terms of notional amounts, which is the amount upon which interest payments are calculated.

The following table presents the notional amounts by type of hedged item regardless of whether it is in a qualifying hedge relationship ($ amounts in millions).

Hedged Item	**March 31, 2025**	**December 31, 2024**
Advances	$ 22,261	$ 22,904
Investments	17,351	17,467
Mortgage loans MDCs	784	216
CO bonds	22,839	26,644
Discount notes	6,385	11,982
Total notional outstanding	$ 69,620	$ 79,213

The total notional amount outstanding at March 31, 2025 decreased compared to the amount outstanding at December 31, 2024. The decrease in derivatives hedging CO bonds was driven primarily by a decrease in fixed-rate CO bonds outstanding and the decrease in economic derivatives hedging discount notes was to manage the impact of actual and anticipated changes in short-term interest rates.

The following table presents the cumulative impact of fair-value hedging basis adjustments on our statement of condition ($ amounts in millions).

	March 31, 2025			
	Advances	AFS Securities	CO Bonds	Total
Cumulative fair-value hedging basis gains (losses) on hedged items	$ (108)	$ (644)	$ 758	$ 6
Estimated fair value of associated derivatives, net	108	785	(755)	138
Net cumulative fair-value hedging gains	$ —	$ 141	$ 3	$ 144

Substantially all of the net cumulative fair-value hedging gains on AFS securities resulted from a previous strategy of terminating certain interest-rate swaps associated with certain MBS and entering into hedging relationships with new interest-rate swaps in connection with our transition from the London Interbank Offered Rate (LIBOR). Such gains include hedging basis adjustments that are being amortized into earnings as interest expense over the life of the original swap, but are generally being offset by the lower interest expense on the new swaps.

Total Capital. Total capital at March 31, 2025 was $4.2 billion, a net decrease of $48 million, or 1%, from December 31, 2024. The net decrease resulted primarily from the Bank's repurchases of capital stock, offset by issuances of capital stock to members to support their advance activity, and the Bank's growth in retained earnings.

The following table presents a percentage breakdown of the components of GAAP capital.

Components	March 31, 2025	December 31, 2024
Capital stock	59 %	60 %
Retained earnings	41 %	40 %
Accumulated other comprehensive income (loss)	— %	— %
Total GAAP capital	100 %	100 %

The changes in the components of GAAP capital at March 31, 2025 compared to December 31, 2024 were primarily due to the Bank's repurchases of capital stock.

The following table presents a reconciliation of GAAP capital to regulatory capital ($ amounts in millions).

Reconciliation	March 31, 2025	December 31, 2024
Total GAAP capital	$ 4,187	$ 4,235
Exclude: Accumulated other comprehensive (income) loss	4	4
Include: MRCS	266	363
Total regulatory capital	$ 4,457	$ 4,602

Liquidity

Our primary sources of liquidity are holdings of liquid assets, comprised of cash, short-term investments, and trading securities, as well as the issuance of consolidated obligations.

During the three months ended March 31, 2025, we maintained sufficient access to funding; our net proceeds from the issuance of consolidated obligations totaled $224.6 billion.

Changes in Cash Flow. Net cash used in operating activities for the three months ended March 31, 2025 was $(254) million, compared to net cash provided by operating activities for the three months ended March 31, 2024 of $373 million. The net decrease in cash provided of $(627) million was substantially due to the fluctuation in variation margin payments on cleared derivatives. Such payments are treated by the Clearinghouses as daily settled contracts.

Capital Resources

Total Regulatory Capital Stock. The following table provides a breakdown of our outstanding capital stock and MRCS by type of member ($ amounts in millions).

	March 31, 2025		December 31, 2024	
Type of Member	**Amount**	**% of Total**	**Amount**	**% of Total**
Capital Stock:				
Depository institutions:				
Commercial banks and savings institutions	$ 1,240	45 %	$ 1,245	43 %
Credit unions	492	18 %	488	17 %
Total depository institutions	1,732	63 %	1,733	60 %
Insurance companies	752	27 %	822	28 %
CDFIs	—	— %	—	— %
Total capital stock, putable at par value	2,484	90 %	2,555	88 %
MRCS:				
Depository institutions	265	10 %	345	11 %
Insurance companies	1	— %	18	1 %
Total MRCS	266	10 %	363	12 %
Total regulatory capital stock	$ 2,750	100 %	$ 2,918	100 %

Required and Excess Capital Stock. The following table presents the composition of our regulatory capital stock ($ amounts in millions).

Components	**March 31, 2025**	**December 31, 2024**
Required capital stock:		
Member capital stock	$ 1,988	$ 2,054
MRCS	72	73
Total required capital stock	2,060	2,127
Excess capital stock:		
Member capital stock not subject to outstanding redemption requests	496	498
Member capital stock subject to outstanding redemption requests	—	3
MRCS	194	290
Total excess capital stock	690	791
Total regulatory capital stock	$ 2,750	$ 2,918
Excess stock as a percentage of regulatory capital stock	25 %	27 %

The net decrease in total regulatory capital stock was substantially due to repurchases of capital stock as during the three months ended March 31, 2025, the Bank voluntarily repurchased excess capital stock of $200 million.

Capital Distributions. The following table summarizes the weighted-average dividend rate paid on our Class B stock and dividend payout ratio.

	Three Months Ended March 31,	
	2025	2024
Weighted-average dividend rate[1]	7.82 %	7.41 %
Dividend payout ratio[2]	68.72 %	46.58 %

1 Annualized dividends paid in cash during the period, including the portion recorded as interest expense on MRCS, divided by the average amount of Class B stock eligible for dividends under our capital plan, including MRCS, for that same period.

2 Dividends paid in cash during the period, excluding the portion recorded as interest expense on MRCS, divided by net income for that same period.

Adequacy of Capital. We must maintain sufficient permanent capital to meet the combined credit risk, market risk and operational risk components of the risk-based capital requirement.

The following table presents our risk-based capital requirement in relation to our permanent capital at March 31, 2025 and December 31, 2024 ($ amounts in millions).

Risk-Based Capital Components	March 31, 2025	December 31, 2024
Credit risk	$ 164	$ 181
Market risk	683	649
Operational risk	254	249
Total risk-based capital requirement	$ 1,101	$ 1,079
Permanent capital	$ 4,457	$ 4,602
Permanent capital as a percentage of required risk-based capital	405 %	427 %

The increase in our total risk-based capital requirement was primarily caused by an increase in the market risk component due to changes in the market rate environment and balance sheet composition. The operational risk component is calculated as 30% of the credit and market risk components. Our permanent capital at March 31, 2025 remained well in excess of our total risk-based capital requirement.

Critical Accounting Estimates

A full discussion of our critical accounting estimates is included in *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Critical Accounting Estimates* in our 2024 Form 10-K.

Recent Accounting and Regulatory Developments

Accounting Developments. For a description of how recent accounting developments may impact our financial condition, results of operations or cash flows, see *Notes to Financial Statements - Note 2 - Recently Adopted and Issued Accounting Guidance*.

Legislative and Regulatory Developments. We are subject to various legal and regulatory requirements and priorities. Certain actions by the current federal executive administration are changing the regulatory environment. Changes in the regulatory environment, including regulatory priorities and areas of focus such as deregulation, have affected, and likely will continue to affect, certain aspects of our business operations, and could have impacts on our results of operations and reputation. For example, on January 20, 2025, the federal executive administration ordered all executive departments and agencies to, among other things, not propose or issue any rule until a department or agency head appointed or designated by the president reviews and approves the rule.

Beginning in March 2025, the Finance Agency has rescinded several advisory bulletins ("ABs") applicable to the FHLBanks, including the ABs which had set out expectations related to: (i) fair lending and fair housing compliance; (ii) unfair or deceptive acts or practices compliance; (iii) climate-related risk management; (iv) diversity and inclusion examination ratings; (v) board diversity; and (vi) board diversity data collection.

Considering the changes in the regulatory environment, there is uncertainty with respect to the ultimate result of future regulatory actions and their ultimate impact on us and the FHLBank System. For further discussion of related risks, see *Item 1A. Risk Factors* in the Bank's 2024 Form 10-K.

Risk Management

We have exposure to a number of risks in pursuing our business objectives. These risks may be broadly classified as market, credit, liquidity, operational, and business. Market risk is discussed in *Item 3. Quantitative and Qualitative Disclosures about Market Risk*. For additional information, see *Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations - Risk Management* in our 2024 Form 10-K.

Credit Risk Management. We face credit risk on advances and other credit products, investments, mortgage loans, derivative financial instruments, and AHP grants.

Advances and Other Credit Products.

Concentration. Our credit risk is magnified due to the concentration of advances in a few borrowers. As of March 31, 2025, our top borrower held 12% of total advances outstanding, at par, and our top five borrowers held 39% of total advances outstanding, at par.

The following table presents the par value of advances outstanding to our largest borrowers ($ amounts in millions).

	March 31, 2025	
Borrower	**Amount**	**% of Total**
Old National Bank	$ 4,526	12 %
Merchants Bank of Indiana	3,848	10 %
The Lincoln National Life Insurance Company	2,500	6 %
Delaware Life Insurance Company	2,218	6 %
First National Bank of America	2,060	5 %
Subtotal - five largest borrowers	15,152	39 %
Next five largest borrowers	7,641	20 %
Remaining borrowers	15,801	41 %
Total advances, par value	$ 38,594	100 %

Because of this concentration in advances, we perform frequent credit and collateral reviews on our largest borrowers. In addition, we regularly analyze the implications to our financial management and profitability if we were to lose the business of one or more of these borrowers.

Investments. We are also exposed to credit risk through our investment portfolio. Our policies restrict the acquisition of investments to high-quality, short-term money market instruments and high-quality long-term securities.

The following table presents the unsecured investment credit exposure to private counterparties, categorized by the domicile of the counterparty's ultimate parent, based on the lowest of the counterparty's NRSRO long-term credit ratings, stated in terms of the S&P equivalent. The table does not reflect the foreign sovereign government's credit rating ($ amounts in millions).

	March 31, 2025		
Country	**AA**	**A**	**Total**
Domestic	$ 211	$ 782	$ 993
Australia	800	—	$ 800
Total unsecured credit exposure	$ 1,011	$ 782	$ 1,793

Trading Securities. Our liquidity portfolio includes shorter-term U.S. Treasury obligations, which are direct obligations of the U.S. government and are classified as trading securities.

Other Investment Securities. Our long-term investments include MBS guaranteed by the housing GSEs (Fannie Mae and Freddie Mac), other U.S. obligations - guaranteed MBS (Ginnie Mae), longer-term U.S. Treasury obligations, debentures issued by Fannie Mae, Freddie Mac, the TVA and the Federal Farm Credit Banks, and state housing agency obligations.

A Finance Agency regulation provides that the total amount of our investments in MBS, calculated using amortized historical cost excluding the impact of certain derivatives adjustments, must not exceed 300% of our total regulatory capital, as of the day we purchase the securities, based on the capital amount most recently reported to the Finance Agency. If our outstanding investments in MBS exceed the limitation at any time, but were in compliance at the time we purchased the investments, we would not be considered out of compliance with the regulation, but we would not be permitted to purchase additional investments in MBS until these outstanding investments were within the limitation. Generally, our goal is to maintain investments in MBS near the 300% regulatory limit in order to enhance earnings and capital for our members and diversify our revenue stream. At March 31, 2025, these investments totaled 308% of total regulatory capital. As a result, the opportunity to further enhance our earnings by purchasing MBS will not be available until our ratio falls below 300%, which may not occur until the third quarter 2025.

The following table presents the carrying values of our investments, excluding accrued interest, grouped by credit rating and investment category. Applicable rating levels are determined using the lowest relevant long-term rating from S&P and Moody's, each stated in terms of the S&P equivalent. Rating modifiers are ignored when determining the applicable rating level for a given counterparty. Amounts reported do not reflect any subsequent changes in ratings, outlook, or watch status ($ amounts in millions).

	March 31, 2025			
Investment Category	**AA**	**A**	**Unrated[1]**	**Total**
Short-term investments:				
Interest-bearing deposits	$ 211	$ 782	$ —	$ 993
Securities purchased under agreements to resell	—	6,100	400	6,500
Federal funds sold	800	—	—	800
Total short-term investments	1,011	6,882	400	8,293
Trading securities:				
U.S. Treasury obligations	1,095	—	—	1,095
Total trading securities	1,095	—	—	1,095
Other investment securities:				
U.S. Treasury obligations	5,808	—		5,808
GSE and TVA debentures	1,511	—	—	1,511
State housing agency obligations	60	—	—	60
GSE MBS	9,735	—	—	9,735
Other U.S. obligations-guaranteed MBS	3,499	—	—	3,499
Total other investment securities	20,613	—	—	20,613
Total investments, carrying value	$ 22,719	$ 6,882	$ 400	$ 30,001
Percentage of total	76 %	23 %	1 %	100 %

1 Although the counterparty is unrated, the underlying collateral supporting these investments are U.S. Treasury obligations with a rating of AA.

Mortgage Loans Held for Portfolio.

LRA. The following table presents the changes in the LRA ($ amounts in millions).

LRA Activity	Three Months Ended March 31, 2025
Liability, beginning of period	$ 262
Additions	10
Claims paid	—
Distributions to Participating Financial Institutions	(3)
Liability, end of period	$ 269

Mortgage Loan Concentration. During the three months ended March 31, 2025, our top-selling PFI sold us mortgage loans totaling $81 million, or 10% of the total mortgage loans that we purchased. Our five top-selling PFIs sold us 42% of the total. Because of this concentration, we regularly analyze the implications to our financial management and profitability if we were to lose the business of one or more of these sellers.

The properties underlying the mortgage loans in our portfolio are dispersed across 50 states, the District of Columbia and the Virgin Islands, with concentrations in Michigan and Indiana, the two states in our district.

The following table presents the percentage of UPB of conventional loans outstanding for the five largest state concentrations.

State	March 31, 2025
Michigan	39 %
Indiana	36 %
California	3 %
Florida	2 %
Kentucky	2 %
All others	18 %
Total	100 %

Derivatives. The following table presents key information on derivative positions with counterparties on a settlement date basis using the lower credit rating from S&P and Moody's, stated in terms of the S&P equivalent ($ amounts in millions).

	March 31, 2025			
Counterparty and Credit Rating	**Notional Amount**	**Net Estimated Fair Value Before Collateral**	**Cash Collateral Pledged To (From) Counterparties**	**Net Credit Exposure**
Non-member counterparties:				
Asset positions with credit exposure				
Uncleared derivatives - A	$ 2,485	$ 14	$ (13)	$ 1
Cleared derivatives[1]	175	—	2	2
Liability positions with credit exposure				
Uncleared derivatives - A	19,113	(421)	426	5
Cleared derivatives[1]	32,967	(4)	439	435
Total derivative positions with credit exposure to non-member counterparties	54,740	(411)	854	443
Total derivative positions with credit exposure to member institutions[2]	121	—	—	—
Subtotal - derivative positions with credit exposure	54,861	$ (411)	$ 854	$ 443
Derivative positions without credit exposure	14,759			
Total derivative positions	$ 69,620			

1 Represents derivative transactions cleared by two Clearinghouses, each rated AA-.
2 Includes MDCs from member institutions under our MPP.

Item 3. QUANTITATIVE AND QUALITATIVE DISCLOSURES ABOUT MARKET RISK

Measuring Market Risks

To evaluate market risk we utilize multiple risk measurements, including Value-at-Risk, duration of equity, convexity, changes in MVE and earnings at risk. Periodically, we conduct stress tests to measure and analyze the effects that extreme movements in the level of interest rates and the shape of the yield curve would have on our risk position.

Key Metrics. The following table presents certain market and interest-rate metrics under different interest-rate scenarios ($ amounts in millions).

	March 31, 2025				
Key Metric	**Down 200**	**Down 100**	**Base**	**Up 100**	**Up 200**
MVE	$ 4,473	$ 4,403	$ 4,315	$ 4,228	$ 4,157
Percent change in MVE from base	3.7 %	2.1 %	— %	(2.0)%	(3.7)%
MVE/book value of equity	100.4 %	98.9 %	96.9 %	95.0 %	93.4 %
Duration of equity	1.5	1.8	2.1	2.0	1.4

	December 31, 2024				
Key Metric	**Down 200**	**Down 100**	**Base**	**Up 100**	**Up 200**
MVE	$ 4,535	$ 4,478	$ 4,398	$ 4,314	$ 4,222
Percent change in MVE from base	3.1 %	1.8 %	— %	(1.9)%	(4.0)%
MVE/book value of equity	98.6 %	97.4 %	95.7 %	93.8 %	91.8 %
Duration of equity	1.1	1.6	1.9	2.1	2.3

The changes in these key metrics from December 31, 2024 resulted primarily from the changes in market values of the Bank's assets and liabilities in response to changes in the market environment, model updates, changes in portfolio composition and our hedging strategies.

For additional information about our use of derivative hedges, see *Item 7A. Quantitative and Qualitative Disclosures About Market Risk - Use of Derivative Hedges* in our 2024 Form 10-K.

Item 4. CONTROLS AND PROCEDURES

Evaluation of Disclosure Controls and Procedures

We are responsible for establishing and maintaining disclosure controls and procedures that are designed to ensure that information required to be disclosed by us in our reports filed under the Exchange Act is: (a) recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms; and (b) accumulated and communicated to our management, including our principal executive officer, principal financial officer, and principal accounting officer, to allow timely decisions regarding required disclosures.

As of March 31, 2025, we conducted an evaluation, under the supervision and with the participation of our management, including our Chief Executive Officer (the principal executive officer), Chief Financial Officer (the principal financial officer) and Chief Accounting Officer (the principal accounting officer), of the effectiveness of the design and operation of our disclosure controls and procedures pursuant to Rule 13a-15 of the Exchange Act. In making this assessment, our management used the criteria established in Internal Control — Integrated Framework (2013) issued by the Committee of Sponsoring Organizations of the Treadway Commission. Based on that evaluation, our Chief Executive Officer, Chief Financial Officer and Chief Accounting Officer concluded that our disclosure controls and procedures were effective as of March 31, 2025.

Internal Control Over Financial Reporting

Changes in Internal Control Over Financial Reporting. There were no changes in our internal control over financial reporting, as defined in rules 13a-15(f) and 15(d)-15(f) of the Exchange Act, that occurred during our most recently completed fiscal quarter that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

Limitations on the Effectiveness of Controls. We do not expect that our disclosure controls and procedures and other internal controls will prevent all error and fraud. A control system, no matter how well conceived and operated, can provide only reasonable, not absolute, assurance that the objectives of the control system are met. Further, the design of a control system must reflect the fact that there are resource constraints, and the benefits of controls must be considered relative to their costs. Because of the inherent limitations in all control systems, no evaluation of controls can provide absolute assurance that all control issues and instances of fraud, if any, have been detected. These inherent limitations include the realities that judgments in decision making can be faulty and that breakdowns can occur because of simple error or mistake. Additionally, controls can be circumvented by the individual acts of some persons, by collusion of two or more people, or by management override of the controls. The design of any system of controls is also based in part upon certain assumptions about the likelihood of future events, and there can only be reasonable assurance that any design will succeed in achieving its stated goals under all potential future conditions. Additionally, over time, controls may become inadequate because of changes in conditions, or the degree of compliance with the policies or procedures may deteriorate. Because of the inherent limitations in a cost-effective control system, misstatements due to error or fraud may occur and not be detected.

Part II. OTHER INFORMATION

Item 1. LEGAL PROCEEDINGS

In the ordinary course of business, we may from time to time become a party to lawsuits involving various business matters. We are unaware of any lawsuits presently pending which, individually or in the aggregate, could have a material effect on our financial condition or results of operations.

Item 1A. RISK FACTORS

There have been no material changes in the risk factors described in *Item 1A. Risk Factors* of our 2024 Form 10-K.

Item 2. UNREGISTERED SALES OF EQUITY SECURITIES AND USE OF PROCEEDS

Not applicable.

Item 3. DEFAULTS UPON SENIOR SECURITIES

Not applicable.

Item 4. MINE SAFETY DISCLOSURES

Not applicable.

Item 5. OTHER INFORMATION

None.

Item 6. EXHIBITS

EXHIBIT INDEX

Exhibit Number	Description
10.1+	Federal Home Loan Bank of Indianapolis Incentive Plan, as amended and restated effective January 1, 2025
10.2+	First Amendment of 2005 Supplemental Executive Retirement Plan, effective as of January 1, 2025
10.3+	Second Amendment of 2016 Supplemental Executive Thrift Plan, effective as of January 1, 2025
10.4+	Key Employee Severance Policy, re-adopted effective November 22, 2024
10.5+	Severance Pay Plan, re-adopted effective November 22, 2024
31.1	Certification of the President - Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.2	Certification of the Executive Vice President - Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
31.3	Certification of the Senior Vice President - Chief Accounting Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002
32	Certification of the President - Chief Executive Officer, Executive Vice President - Chief Financial Officer, and Senior Vice President - Chief Accounting Officer pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002
101.INS	XBRL Instance Document
101.SCH	XBRL Taxonomy Extension Schema Document
101.CAL	XBRL Taxonomy Extension Calculation Linkbase Document
101.LAB	XBRL Taxonomy Extension Label Linkbase Document
101.PRE	XBRL Taxonomy Extension Presentation Linkbase Document
101.DEF	XBRL Taxonomy Extension Definition Linkbase Document
104	Cover Page Interactive Data File (formatted as inline XBRL)

+ Management contract or compensatory plan or arrangement.

SIGNATURES

Pursuant to the requirements of the Securities Exchange Act of 1934, the registrant has duly caused this report to be signed on its behalf by the undersigned, thereunto duly authorized.

FEDERAL HOME LOAN BANK OF INDIANAPOLIS

May 8, 2025	By:	/s/ K. LOWELL SHORT, JR.
	Name:	K. Lowell Short, Jr.
	Title:	Senior Vice President - Chief Accounting Officer

Exhibit 10.1

Federal Home Loan Bank of Indianapolis
Incentive Plan

(As Amended and Restated Effective January 1, 2025)

**ESTABLISHMENT OF ANNUAL 2025 AND LONG-TERM 2026 - 2028
INCENTIVE PLAN GOALS FOR THE
FEDERAL HOME LOAN BANK OF INDIANAPOLIS
INCENTIVE PLAN**

Pursuant to resolutions adopted by the Board of Directors of the Federal Home Loan Bank of Indianapolis (the "Bank"), the undersigned hereby execute the Federal Home Loan Bank of Indianapolis Incentive Plan, effective as of January 1, 2025, and setting forth goals effective as of January 1, 2025, on behalf of the Bank, in the form attached hereto.

Dated this 21st day of March 2025.

FEDERAL HOME LOAN BANK OF INDIANAPOLIS

By: /s/ Robert M. Fisher
Robert M. Fisher, Chair

By: /s/ Larry W. Myers
Larry W. Myers, Vice Chair

ATTEST:

By: /s/ Shaun Clifford
Shaun Clifford, Acting Corporate Secretary

FEDERAL HOME LOAN BANK OF INDIANAPOLIS
INCENTIVE PLAN

TABLE OF CONTENTS

ARTICLE I
INTRODUCTION

Section 1.1 Purpose. The purpose of the Federal Home Loan Bank of Indianapolis Incentive Plan (the "**Plan**") is to attract, retain and motivate employees of the Federal Home Loan Bank of Indianapolis (the "**Bank**") and to focus their efforts on continued improvement in the profitability of the Bank while maintaining the Bank's safety and soundness. The Plan is a cash-based incentive plan that provides award opportunities based on achievement of performance goals.

Section 1.2 Effective Date. The "**Effective Date**" of the Plan is January 1, 2025.

Section 1.3 Administration. The Plan will be administered by an administrative committee (the "**Committee**") appointed by the Bank's Board of Directors (the "**Board**"), which initially will be the Human Resources Committee of the Board. Notwithstanding the foregoing, the term Committee shall also refer to the Executive Governance Committee of the Board who will administer the Plan with respect to the Bank's Chief Executive Officer. The Committee, from time to time, may adopt any rules and procedures it deems necessary or desirable for the proper and efficient administration of the Plan that are consistent with the terms of the Plan. Any notice or document required to be given or filed with the Committee will be properly given or filed if delivered to or mailed by registered mail, postage paid, to the General Counsel, Federal Home Loan Bank of Indianapolis, 8250 Woodfield Crossing Boulevard, Indianapolis, Indiana 46240.

Section 1.4 Supplements. The provisions of the Plan may be modified by supplements to the Plan with Board approval. The terms and provisions of each supplement are a part of the Plan and supersede any other provisions of the Plan to the extent necessary to update or eliminate any inconsistencies between the supplement and any other Plan provisions. Any substantive supplement to the Plan shall be submitted to the Federal Housing Finance Agency ("**FHFA**") for non-objection after full review prior to implementation.

Section 1.5 Definitions. The following terms are defined in the Plan in the following Sections:

Term	Plan Sections
Annual Award	3.3(a), 3.4(a)
Award	3.1
Bank	1.1
Board	1.3
Break in Service	3.6(d)(v)(B)
Cause	3.6(d)(i)
Committee	1.3
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Deferral Performance Period	3.1(a)
Deferred Award	3.3(b)
Disability	3.6(d)(ii)
Discretionary Award	3.1(d)
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Level I Participant	3.1(c)
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Position	3.6(d)(iii)(A)
Reduction in Force	3.6(d)(iv)
Reorganization	3.7(b)
Retirement	3.6(d)(v)
Rule of 85	3.6(d)(v)
Spouse	7.3(e)
Termination of Service	3.6(d)(vi)
Target	3.2(b)(ii)
Threshold	3.2(b)(i)
Vesting Service	3.6(d)(v)(A)

ARTICLE II
<u>ELIGIBILITY AND PARTICIPATION</u>

<u>Section 2.1</u> <u>Eligibility</u>. Any employee of the Bank, hired before October 1st of the calendar year, will become a "**<u>Participant</u>**" in the Plan for that calendar year, provided the employee is not classified as a "temporary," "contractor," an "intern," "Orr Fellow" or "seasonal" employee, and does not participate in the Federal Home Loan Bank of Indianapolis Internal Audit Incentive Plan. Level I Participants, as defined in subsection 3.1(c), must have an executed agreement on file with the Bank containing non-solicitation and non-disclosure provisions in a form similar to the form provided in Appendix III to the Plan ("**<u>Non-Solicitation Agreement</u>**") and upon executing such a Non-Solicitation Agreement, shall not need to execute another one, unless the Bank requests a new one.

<u>Section 2.2</u> <u>Participation</u>. An eligible employee will become a Participant as of the later of the Effective Date, the employee's date of hire, or the date on or after the Effective Date the employee satisfies the automatic eligibility provisions described in Section 2.1. Any Participant may, however, be removed as an active Participant by the Board, effective as of any date.

ARTICLE III

<u>AWARDS AND EXTRAORDINARY OCCURRENCE ADDITIONS/REDUCTIONS</u>

<u>Section 3.1</u> <u>Awards</u>. At the beginning of each Performance Period (and at such other times as it may designate as to Discretionary Awards), the Board will make an "**<u>Award</u>**" to eligible Participants. As described in this Article, Awards may be Annual Awards (as defined in subsections 3.3(a) and 3.4(a)), Deferred Awards (as defined in subsection 3.3(b)), or Discretionary Awards (as defined in subsection 3.1(d)). Each Award (other than Discretionary Awards) will be equal to a percentage of the Participant's annual Compensation for the portion of the year the Participant was a Level I and/or Level II Participant, as described in the applicable Appendices for Level I Participants and Level II Participants, multiplied by the achievement level of the applicable Performance Goals (as defined in Section 3.2). "**<u>Compensation</u>**" means the Participant's annualized base salary as reflected in the Human Resources Department's systems and records as of the last day of the applicable performance year (a) in all cases excluding any bonus, incentive compensation, deferred compensation payments, lump sum payouts for accrued but unused vacation time, long-term disability insurance payments paid for the current or a prior year, overtime, or hours paid under the Bank's paid-time-off policies, and (b) in the case of Participants paid on an hourly basis, assuming a 2,080 hour year multiplied times the percentage of full-time equivalent of the Participant's position. If a Participant changes business units (e.g. from Bank to Internal Audit), has a change in management level (e.g., from Associate Director to Director), and/or changes from a Level II Participant to a Level I Participant during the year, the Award will be based on the Participant's Compensation and the achievement level for the applicable business unit and/or management level for the portion of time the Participant performed within the respective business unit (i.e., Bank, Internal Audit) and management level as a Level I Participant and/or Level II Participant, as referenced in Appendix

I and II herein, during a Performance Period. For example, during a Performance Period, if a Participant is employed from January 1 through June 30 in the Internal Audit business unit but employed from July 1 through December 31 in the Bank business unit, then the calculation of such Participant's Award will be prorated between the Bank business unit and Internal Audit unit, with half of such Participant's Compensation being included in the calculation of an Award under the Internal Audit business unit based on the achievement level of the Internal Audit business unit and the remaining Compensation being included in the calculation of an Award under the Bank business unit based on the achievement level of the Bank business unit.

(a) Performance Periods. A "**Performance Period**" is the one-calendar year period over which an Annual Award can be earned and vested pursuant to subsections 3.3(a) and 3.4(a). A "**Deferral Performance Period**" is the three-calendar year period over which a Deferred Award can be earned and vested pursuant to subsection 3.3(b). A Deferral Performance Period begins on the January 1st immediately following the Performance Period to which such Deferred Award applies.

(b) Award Notification. Participants will be notified of an Annual Award, a Deferred Award or Discretionary Award by the Bank by posting the Performance Goals and other necessary terms and conditions applicable to the Annual Award, Deferred Award or Discretionary Award on SharePoint on the Bank's intranet.

(c) Award Levels. Participants will receive varying Awards for each Performance Period based on their position with the Bank, as set out in the applicable Appendix. A "**Level I Participant**" is the Bank's President and Chief Executive Officer, Executive Vice President or Senior Vice President of the Bank or any other individual designated as a Level I Participant by the Board. A "**Level II Participant**" is any participating employee who is not a Level I Participant. If a Participant receives a new position within the Bank which position changes the Participant's Award eligibility or level, each of the Awards for which the Participant is or was eligible during the calendar year will be prorated to reflect the portion of the calendar year during which the Participant was eligible for each such Award or level.

(d) Discretionary Award. The President may recommend to the Board that additional discretionary Awards (each, a "**Discretionary Award**") be made to one or more Level II Participants to address external market considerations, recruiting needs, special projects and extraordinary individual or team efforts. The aggregate pool of funds available for all Discretionary Awards to Level II Participants in a calendar year will be determined by the Board and will not exceed 20 percent (20%) of the sum of all Final Awards of any kind paid to Level I Participants during such year.

The following hypothetical example illustrates how the aggregate pool of funds for Discretionary Awards in a year is determined and awarded:

In year 5, all of the Level I Participants receive: (i) total Annual Awards attributable to year 4 of $700,000, and (ii) total Deferred Awards attributable to year 1 of $600,000. In year 5, the sum of all Final Awards paid to Level I Participants is $1,300,000. Therefore, at any time during year 5, the President may recommend payment of Discretionary Awards to Level II Participants, the sum of which cannot exceed $260,000. The Board may authorize the payment of up to $260,000 for Discretionary Awards. Payment must be made during year 5.

(e) Final Award and Extraordinary Occurrences. The "**Final Award**" is the amount of an earned and vested Annual Award, Deferred Award, or Discretionary Award, as adjusted based upon the level at which the Performance Goals have been achieved, that is ultimately paid to a Participant under this Plan. The amount of a Final Award may be increased or decreased at the Board's discretion to account for performance that is not captured in the Performance Goals. The Board, in its discretion, may also consider Extraordinary Occurrences when assessing performance results and determining Final Awards. "Extraordinary Occurrences" mean those events that, in the opinion and discretion of the Board, are outside the significant influence of the Participant or the Bank and are likely to have a significant unanticipated effect, whether positive or negative, on the Bank's operating and/or financial results. Examples of Extraordinary Occurrences include, but are not limited to, change in law, regulation, or regulatory policy, or systemic macroeconomic events outside of management's control.

(f) Maximum Award Payout. Notwithstanding anything to the contrary contained in this Plan, in no event shall the aggregate amount of any Award paid to a Participant for a Performance Period exceed one hundred percent (100%) of such Participant's Compensation (as defined in Section 3.1).

Section 3.2 Performance Goals. "**Performance Goals**" are the performance factors established by the Board for each Performance Period and Deferral Performance Period, as set forth in the applicable Appendices to the Plan, which are taken into consideration in determining the value of an Annual Award or Deferred Award. The Board may, for any reason or for an Extraordinary Occurrence, adjust the Performance Goals for a Performance Period or Deferral Performance Period to ensure the purposes of the Plan are served. Any such adjustment to Performance Goals shall be submitted to the FHFA for review and non-objection prior to implementation.

(a) Establishment of Performance Goals. Performance Goals for Performance Periods and Deferral Performance Periods will be communicated to Participants via SharePoint on the Bank's intranet after they have been established by the Board.

(b) Achievement Level. Three achievement levels will be defined for each Performance Goal in determining how much of an Award is earned.

i. <u>Threshold</u>. The "**<u>Threshold</u>**" achievement level is the minimum achievement level accepted for a Performance Goal.

ii. <u>Target</u>. The "**<u>Target</u>**" achievement level is the planned achievement level for a Performance Goal.

iii. <u>Maximum</u>. The "**<u>Maximum</u>**" achievement level is achievement that substantially exceeds the Target achievement level.

The Bank will measure the achievement level for each Performance Goal on a uniform basis, and may assign different values for achievement levels depending on the Participant's position. The relative weights assigned to achievement levels and to Performance Goals will be set forth in the applicable Appendix.

(c) <u>Interpolation</u>. Achievement levels that discreetly fall in between Threshold, Target, and Maximum, will be interpolated, unless otherwise described in a Performance Goal.

(d) <u>Considerations in Establishing Performance Goals</u>. In determining appropriate Performance Goals and the relative weight accorded each Performance Goal, the Committee must:

i. Balance risk and financial results in a manner that does not encourage Participants to expose the Bank to imprudent risks;

ii. Make such determination in a manner designed to ensure that Participants' overall compensation is balanced and reasonable in amount and that the Annual Awards and Deferred Awards are consistent with the Bank's policies and procedures regarding such compensation arrangements; and

iii. Monitor the effectiveness of the Performance Goals and weighting established in prior years, alone and in combination with other incentive compensation awarded to the same Participants, and make appropriate adjustments in future calendar years as needed so that payments appropriately incentivize Participants and appropriately reflect risk.

<u>Section 3.3</u> <u>Earning and Vesting of Awards for Level I Participants</u>.

(a) <u>Earning and Vesting of Annual Awards</u>. Fifty percent (50%) of an Award to a Level I Participant will become earned and vested on the last day of the Performance Period, provided the following requirements are met (an "**<u>Annual Award</u>**"):

i. At least one of the applicable Performance Goals for the Performance Period is satisfied at or above the Threshold level;

ii. The Participant received (or, in the case of a Termination of Service described in Section 3.6(b) or Section 3.6(c) or a Reorganization described in Section 3.7, the President-CEO determines that the Participant would have received) an overall performance rating for the Performance Period of greater than "Inconsistent/Below" in the Bank's Accelerate Performance Matrix, as in effect on January 1, 2025 (or equivalent rating in a successor performance framework); and

iii. The Participant is actively employed on the last day of the Performance Period, unless otherwise provided in Section 3.6 or Section 3.7.

(b) Earning and Vesting of Deferred Awards. The remaining fifty percent (50%) of an Award to a Level I Participant will become earned and vested on the last day of the Deferral Performance Period, provided the following requirements are met (a "**Deferred Award**"):

i. At least one of the applicable Performance Goals for the Deferral Performance Period are satisfied at or above the Threshold level;

ii. The Participant received (or, in the case of a Termination of Service described in Section 3.6(b) or Section 3.6(c) or a Reorganization described in Section 3.7, the President-CEO determines that the Participant would have received) an average overall weighted performance rating for each year of the Deferral Performance Period of greater than "Inconsistent/Below" in the Bank's Accelerate Performance Matrix as in effect on January 1, 2025 (or equivalent rating in a successor performance framework); and

iii. The Participant is actively employed on the last day of the Deferral Performance Period, unless otherwise provided in Section 3.6 or Section 3.7.

(c) Calculation of Awards. The value of Awards to Level I Participants will be calculated in accordance with the applicable Appendix to the Plan.

Section 3.4 Earning and Vesting of Awards for Level II Participants.

(a) Earning and Vesting of Awards. An Award to a Level II Participant will become earned and vested on the last day of the Performance Period provided the following requirements are met (also an "**Annual Award**"):

i. At least one of the applicable Performance Goals for the Performance Period are satisfied at or above the Threshold level;

ii. The Participant received (or, in the case of a Termination of Service described in Section 3.6(b) or Section 3.6(c), the President-CEO determines that the Participant would have received) an overall weighted performance rating for the Performance Period of greater than "Inconsistent/Below" in the Bank's Accelerate Performance Matrix as in effect on January 1, 2025 (or equivalent rating in a successor performance framework); and

iii. The Participant is actively employed on the last day of the Performance Period, unless otherwise provided in Section 3.6.

(b) Calculation of Awards. The value of Awards to Level II Participants will be calculated in accordance with the applicable Appendix to the Plan.

Section 3.5 Reserved.

Section 3.6 Effect of Termination of Service.

(a) In General. If a Level I Participant incurs a Termination of Service for any reason other than a reason set forth in subsection 3.6(b), 3.6(c), or Section 3.7, the Level I Participant's Award will be forfeited, effective as of the date of such Termination of Service.

If a Level II Participant incurs a Termination of Service for any reason other than a reason set forth in subsection 3.6(b) or 3.6(c), the Level II Participant's Award will be forfeited effective as of the date of such Termination of Service.

(b) Termination Due to Death, Disability, or by the Bank without Cause due to a Reduction in Force.

i. Notwithstanding the provisions of Section 3.3 and subsection 3.6(a), if a Level I Participant incurs a Termination of Service due to death, Disability, or by the Bank without Cause due to a Reduction in Force, then the Participant's Deferred Awards (including, without limitation, the Deferred Award attributable to the calendar year in which the Termination of Service occurs) will be treated as earned and vested based on the assumption the Bank would have achieved the applicable Performance Goals at the Target achievement level for the Deferral Performance Period(s). The Participant's Award will be calculated on a pro rata basis based on the date of the event.

ii. Notwithstanding the provisions of Section 3.3 and subsection 3.6(a), if a Level I Participant incurs a Termination of Service due to death, Disability, or by the Bank without Cause due to a Reduction in Force, any Annual Award which has not been earned and vested will be treated as earned and vested based on the assumption the Bank would have achieved the Performance Goals at the Target achievement level for the Performance Period. The Participant's Award will be calculated on a pro rata basis based on the date of the event.

iii. Notwithstanding the provisions of Section 3.4 and subsection 3.6(a), if a Level II Participant incurs a Termination of Service during a Performance Period due to death, Disability, or by the Bank without Cause due to a Reduction in Force, an Annual Award will be treated as earned and vested based on the assumption the Bank would have achieved the Performance Goals at the Target achievement level for the Performance Period. The Participant's Award will be calculated on a pro rata basis based on the date of the event.

(c) Termination Due to Other Events.

i. Termination of Service for Good Reason. Notwithstanding the provisions of Section 3.3 and subsection 3.6(a), if a Level I Participant incurs a Termination of Service due to Good Reason, an Annual Award or Deferred Award (including, without limitation, the Deferred Award attributable to the calendar year in which the Termination of Service occurs), as the case may be, will be treated as earned and vested to the extent the Performance Goals for the Performance Period and/or Deferral Performance Period(s) are satisfied. The Participant's Award will be calculated on a pro rata basis based on the date of the event.

ii. Termination of Service due to Retirement.

(A) Notwithstanding the provisions of Section 3.3 and subsection 3.6(a), if a Level I Participant incurs a Termination of Service due to Retirement, any Annual Award which has not been earned and vested will be treated as earned and vested to the extent the Performance Goals for the Performance Period are satisfied. The Participant's Award will be calculated on a pro rata basis based on the date of the event.

(B) Notwithstanding the provisions of Section 3.3 and subsection 3.6(a), if a Level I Participant incurs a Termination of Service due to Retirement, any Deferred Award (including, without limitation, the Deferred Award attributable to the calendar year in which the Termination of Service occurs) will be treated as earned and vested to the extent the Performance Goals for each applicable Deferral Performance Period are satisfied.

(C) Notwithstanding the provisions of Section 3.4 and subsection 3.6(a), if a Level II Participant incurs a Termination of Service during a Performance Period due to Retirement, an Annual Award will be treated as earned and vested to the extent the Performance Goals for the Performance Period are satisfied. The Participant's Annual Award will be calculated on a pro rata basis based on the date of the event.

(d) Definitions.

i. "**Cause**" means (A) continued failure of a Participant to perform his or her duties with the Bank (other than any such failure resulting from Disability), after a written demand for performance is delivered to the Participant, which specifically identifies the manner in which the Participant has not performed his or her duties, (B) personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure or omission to perform stated duties, or willful violation of any law, rule or regulation (other than routine traffic violations or similar offenses), or (C) removal of the Participant for cause by the FHFA or at the direction of the FHFA pursuant to 12 U.S.C. 1422b(a)(2), or by any successor agency to the FHFA pursuant to a similar statute.

ii. "**Disability**" means, as a result of the Participant's incapacity due to physical or mental illness, the Participant has been absent from his or her duties with the Bank for an aggregate of 12 out of 15 consecutive months and, within 30 days after a written notice of termination is thereafter given by the Bank to the Participant, the Participant does not return to the full-time performance of the Participant's duties.

iii. "**Good Reason**" means a Termination of Service by a Level I Participant under any of the following circumstances:

(A) a material change in the Participant's status, position, job title or principal duties and responsibilities as a key employee of the Bank which does not represent a promotion from the Participant's status and position immediately prior to the change ("**Position**");

(B) the assignment to the Participant of any duties or responsibilities (or removal of any duties or responsibilities), which assignment or removal is materially inconsistent with such Position;

(C) any removal of the Participant from such Position (including, without limitation, all demotions and harassing assignments), except in connection with the termination of the Participant's employment for Cause or Disability, or as a result of the Participant's death;

(D) any material breach by the Bank of any provisions of this Plan or any other agreement with the Participant; or

(E) any failure by the Bank or its successors and assigns to obtain the assumption of this Plan by any successor or assign of the Bank.

iv. "**Reduction in Force**" means an involuntary Termination of Service of a Participant by the Bank in connection with a financial decision by the Board to reduce the number of Bank employees, not due to the Participant's performance, and not due to a Reorganization.

v. "**Retirement**" means the Participant's planned and voluntary termination of employment after the Participant has delivered timely advance written notice of intent to retire to the Bank and has either: (A) attained age 60 with five years of Vesting Service, or (B) attained the "**Rule of 85**," which means the Participant has attained a combined age and years of Vesting Service that mathematically is equal to or exceeds the number 85. Advance written notice will be deemed timely given if it is given at least four weeks in advance, as to Directors, Senior Directors, Managing Directors, Senior Vice Presidents, Executive Vice Presidents, and the Chief Executive Officer, and at least two weeks in advance, as to all other employees.

(A) **"Vesting Service",** for purposes of the definition of Retirement, means the aggregate of all time periods commencing with the Participant's first day of employment or reemployment with the Bank and ending on the date a Break in Service begins. The first day of employment or reemployment is the first day the Participant performs an Hour of Service. A Participant will also receive credit for any Period of Severance of less than 12 consecutive months. Fractional periods of a year will be expressed in terms of days.

(B) "**Break in Service**" means a Period of Severance of at least 12 consecutive months.

(C) "**Period of Severance**" means a continuous period of time during which the Participant is not employed by the Bank and commences on a Participant's Termination of Service date.

(D) "**Hour of Service**" means:

a. each hour for which a Participant is paid, or entitled to payment for the performance of duties for the Bank. These hours will be credited to the Participant for the computation period in which the duties are performed; and

b. each hour for which a Participant is paid, or entitled to payment, by the Bank on account of a period of time during which no duties are performed (irrespective of whether the employment relationship has terminated) due to vacation, holiday, illness, incapacity (including disability), layoff, jury duty, military duty or leave of absence. No more than 501 Hours of Service will be credited under this subsection for any single continuous period. Hours under this subsection will be calculated and credited pursuant to Section 2530.200b-2 of the U.S. Department of Labor Regulations which are incorporated herein by this reference; and

c. each hour for which back pay, irrespective of mitigation of damages, is either awarded or agreed to by the Bank.

vi. "**Termination of Service**" means the occurrence of any act or event or any failure to act, that actually or effectively causes or results in a Participant ceasing, for whatever reason, to be an employee of the Bank, including, but not limited to, death, Disability, Retirement, termination of the Participant's employment by the Bank (whether for Cause or otherwise), termination by the Participant of his or her employment with the Bank for Good Reason and voluntary resignation or termination by the Participant of his or her employment.

Section 3.7 Effect of Reorganization. The following provision applies to Level I Participants only.

(a) Notwithstanding the provisions of Sections 3.3 and 3.6, if a Reorganization of the Bank occurs, then any portion of an Annual Award or Deferred Award (including, without limitation, the Deferred Award attributable to the calendar year in which the Termination of Service occurs) which has not otherwise become earned and vested as of the date of the Reorganization will be treated as 100 percent (100%) earned and vested effective as of the date of the Reorganization. The amount of the Awards will be equal to the greater of: (i) the amount determined based on the assumption that the Bank would have achieved the Performance Goals at the Target achievement level for the Performance Period and Deferral Performance Period; or (ii) the amount determined based on the assumption that the Bank would have achieved the Performance Goals at the achievement level for the Performance Period and the Deferral Performance Period that the Bank had actually achieved as of the date of the Reorganization.

(b) "**Reorganization**" of the Bank will mean the occurrence at any time of any of the following events:

i. The Bank is merged or consolidated with or reorganized into or with another bank or other entity, or another bank or other entity is merged or consolidated into the Bank;

ii. The Bank sells or transfers all, or substantially all of its business and/or assets to another bank or other entity;

iii. More than 50 percent (50%) of the total market value or total voting power of all ownership interests in the Bank is acquired, within any 12-month period, by one person or entity or by more than one person or entity acting as a group; or

iv. The liquidation or dissolution of the Bank.

The term "Reorganization" shall not include any reorganization that is mandated by federal statute, rule, regulation, or directive, including 12 U.S.C. § 1421, et seq., as amended, and 12 U.S.C. § 4501 et seq., as amended, and which the Director of the FHFA (or successor agency) has determined should not be a basis for accelerating vesting under this Plan, by reason of the capital condition of the Bank or because of unsafe or unsound acts, practices, or condition ascertained in the course of the Agency's supervision of the Bank or because any of the conditions identified in 12 U.S.C. § 4617(a)(3) are met with respect to the Bank (which conditions do not result solely from the mandated reorganization itself, or from action that the Agency has required the Bank to take under 12 U.S.C. § 1431(d)).

<u>Section 3.8</u> <u>Payment of Awards</u>.

(a) <u>Payments Related to Termination of Service</u>. The following provisions apply to Final Awards payable as a result of a Termination of Service.

i. In the event of a Termination of Service due to (a) a termination by the Bank without Cause due to a Reduction in Force, (b) death, or (c) Disability, 100 percent (100%) of a Final Award will be paid in a single sum within 75 days of the date of Termination of Service. Notwithstanding the foregoing, in the event of a Reduction in Force, a Participant must execute the severance agreement offered by the Bank in order to be eligible to receive payment.

ii. In the event of a Termination of Service due to Retirement or, solely in the case of a Level I Participant, a termination for Good Reason, payment of a Final Award will be made in a single sum within 75 days following the end of the Performance Period or Deferral Performance Period, as applicable.

(b) Payments Not Related to a Termination of Service. Final Awards which become vested for reasons other than a Termination of Service will be paid in a single sum within 75 days following the end of the Performance Period or Deferral Performance Period, as applicable. Notwithstanding the foregoing, Discretionary Awards granted pursuant to Section 3.1(d) may be awarded and paid at any time during the year that funds are available for such Discretionary Awards.

(c) Notwithstanding the foregoing provisions of this Section, Final Awards will be paid upon approval by the Board and after review of the calculations by the Bank's Internal Audit Department. However, in the event of a Reorganization, payment of all unpaid portion of the Final Award will be made in a single sum on the date on which the Reorganization occurs.

Section 3.9 Reduction or Forfeiture of Awards.

(a) If during the Deferral Performance Period actual losses or other measures or aspects of performance related to the Performance Period or Deferral Performance Period are realized which would have caused a reduction in amount of the Final Award calculated for the Performance Period or Deferral Performance Period, then the remaining amount of the Final Award to be paid at the end of the Deferral Performance Period will be reduced to reflect this additional information.

(b) Notwithstanding any other provision of the Plan, if a Participant violates a Non-Solicitation Agreement, all of his unpaid vested and unvested Awards will be forfeited effective as of the date the Board determines such violation has occurred and gives written notice to the Participant of such determination. Any future payments for a vested Award will cease and the Bank will have no further obligation to make such payments.

(c) Notwithstanding any other provision of the Plan, if during the most recent examination of the Bank by the FHFA, the FHFA identified an unsafe or unsound practice or condition that is material to the financial operation of the Bank within the Participant's area(s) of responsibility and such unsafe or unsound practice or condition is not subsequently remediated to the satisfaction of the Board as determined by the Board after reviewing the findings or input from the FHFA, then all (or a portion) of a Participant's vested and unvested Awards will be forfeited as determined by the Board and directed to the participant in writing. Any future payments for a vested Award will, if directed by the Board, cease and the Bank will have no further obligation to make such payments.

(d) By resolution, the Board may reduce or eliminate an Award that is otherwise earned under this Plan but not yet paid, if the Board finds that a serious, material safety-soundness problem, or a serious, material risk-management deficiency exists at the Bank, or if: (i) operational errors or omissions result in material revisions to: (A) the financial results, (B) information submitted to the FHFA, or (C) data used to determine incentive payouts; (ii) submission of material information to the SEC, Office of Finance, and/or FHFA is significantly past due, or (iii) the Bank fails to make sufficient progress, as determined by the Board, in the timely remediation of significant examination, monitoring and other supervisory findings.

ARTICLE IV
ADMINISTRATION

Section 4.1 Appointment of the Committee. The Committee, or duly authorized officers or employees of the Bank empowered by the Committee to act on its behalf under sub-section 4.2(d), will be responsible for administering the Plan, and the Committee will be charged with the full power and the responsibility for administering the Plan in all its details; provided that the power to determine eligibility pursuant to Article II is reserved to the Board.

Section 4.2 Powers and Responsibilities of the Committee. The Committee will have all powers necessary to administer the Plan, including the power to construe and interpret the Plan document; to decide all questions relating to an individual's eligibility to participate in the Plan; to determine the amount, manner and timing of any distribution of benefits under the Plan; to resolve any claim for benefits in accordance with Article V, and to appoint or employ advisors, including legal counsel, to render advice with respect to any of the Committee's responsibilities under the Plan. Any construction, interpretation, or application of the Plan by the Committee will be final, conclusive and binding.

(a) Records and Reports. The Committee will be responsible for maintaining sufficient records to determine each Participant's eligibility to participate in the Plan.

(b) Rules and Decisions. The Committee may adopt such rules as it deems necessary, desirable, or appropriate in the administration of the Plan. All rules and decisions of the Committee will be applied uniformly and consistently to all Participants in similar circumstances. When making a determination or calculation, the Committee will be entitled to rely upon information furnished by a Participant, the Bank or the legal counsel of the Bank.

(c) Application for Benefits. The Committee may require a Participant to complete and file with it an application for a benefit, and to furnish all pertinent information requested by it. The Committee may rely upon all such information so furnished to it, including the Participant's current mailing address.

(d) Delegation. The Committee hereby delegates, authorizes, and directs the President-CEO to perform administrative responsibilities on its behalf under the

Plan. The Committee may also authorize one or more additional officers or employees of the Bank to perform administrative responsibilities on its behalf under the Plan. All duly authorized officers and employees of the Bank will have all powers necessary to carry out the administrative duties delegated to such persons by the Committee.

Section 4.3 Income and Employment Tax Withholding. The Bank will withhold from payments to Participants of their Awards, to the extent required by law, all applicable federal, state, city and local taxes.

Section 4.4 Plan Expenses. The expenses incurred for the administration and maintenance of the Plan will be paid by the Bank.

ARTICLE V
BENEFIT CLAIMS

If the Committee requires a Participant to file a claim to receive his or her benefit under the Plan, or if he or she wishes to apply for a benefit, the claim must be made in writing and filed with the Committee. If a claim is denied, the Committee will furnish the claimant with written notice of its decision. A claimant may request a full and fair review of the denial of a claim for benefits by filing a written request with the Committee.

ARTICLE VI
AMENDMENT AND TERMINATION OF THE PLAN

Section 6.1 Amendment of the Plan. The Bank, acting through the Board, may amend the Plan at any time in its sole discretion. Notwithstanding the foregoing, the Bank may not amend the Plan to reduce a Participant's Award as determined on the day preceding the effective date of the amendment or to otherwise retroactively impair or adversely affect the rights of a Participant. Any substantive amendment to the Plan shall be submitted to the FHFA for review and non-objection prior to implementation.

Section 6.2 Termination of the Plan. The Bank, acting through the Board, may terminate the Plan at any time in its sole discretion. Absent an amendment to the contrary, Plan benefits that were earned and vested prior to the termination will be paid at the times and in the manner provided for by the Plan at the time of the Plan’s termination.

ARTICLE VII
MISCELLANEOUS

Section 7.1 Governing Law. Except to the extent superseded by laws of the United States, the laws of Indiana will be controlling in all matters relating to the Plan without regard to the choice of law principles therein. The Plan and all Awards are intended to comply, and will be construed by the Bank in a manner in which they are exempt from or comply with the applicable provisions of Section 409A of the Internal Revenue Code of 1986, as amended (the "**Code**"). To the extent there is any conflict between a provision of the Plan or an Award and a provision of Code Section 409A, the applicable provision of Code Section 409A will control.

Section 7.2 Headings and Gender. The headings and subheadings in the Plan have been inserted for convenience of reference only and will not affect the construction of the Plan provisions. In any necessary construction, the masculine will include the feminine and the singular the plural, and vice versa. All calculations of events that last a portion of a calendar year or are to be determined pro rata as to a calendar year will be determined by the actual number of days the condition or event existed and assuming a 365-day year.

Section 7.3 Spendthrift Clause. No benefit or interest available under the Plan will be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance or attachment by creditors of a Participant, either voluntarily or involuntarily. Notwithstanding the foregoing, a Participant may, by completing and signing a written beneficiary designation form which is delivered to and accepted by the Bank, designate a beneficiary to receive any payment and/or exercise any rights with respect to outstanding Awards upon the Participant's death. If at the time of the Participant's death there is not on file a fully effective beneficiary designation form, or if the designated beneficiary did not survive the Participant, the person or persons surviving at the time of the Participant's death in the first of the following classes of beneficiaries in which there is a survivor, shall have the right to receive any payment and/or exercise any rights with respect to outstanding Awards:

(a) Participant's surviving Spouse.

(b) Equally to the Participant's children, except that if any of the Participant's children predecease the Participant but leave descendants surviving, such descendants shall take by right of representation the share their parent would have taken if living.

(c) Participant's estate.

If a person in the class surviving dies before receiving any payment and/or exercising any rights with respect to outstanding Awards (or the person's share of any payment and/or rights in case of more than one person in the class), that person's right to receive any payment and/or exercise any rights with respect to outstanding Awards will lapse and the determination of who will be entitled to receive any payment and/or exercise any rights with respect to outstanding Awards will be determined as if that person predeceased the Participant.

For purposes of this Section 7.3, the following terms have the meanings assigned to them below:

(e) The term "**Spouse**" means: a person to whom the Participant is legally married at the relevant time under the laws of the state in which they reside and who meets applicable requirements for being treated as a Spouse for purposes of federal law.

Section 7.4 Counterparts. This Plan may be executed in any number of counterparts, each one constituting but one and the same instrument, and may be sufficiently evidenced by any one counterpart.

Section 7.5 No Enlargement of Employment Rights. Nothing contained in the Plan may be construed as a contract of employment between the Bank and any person, nor may the Plan be deemed to give any person the right to be retained in the employ of the Bank or limit the right of the Bank to employ or discharge any person with or without cause.

Section 7.6 Limitations on Liability. The individual members of the Board will, in accordance with the Bank's by-laws, be indemnified and held harmless by the Bank with respect to any alleged breach of responsibilities performed or to be performed hereunder. In addition, notwithstanding any other provision of the Plan, neither the Bank nor any individual acting as an employee or agent of the Bank will be liable to a Participant for any claim, loss, liability or expense incurred in connection with the Plan and will be entitled to be indemnified and held harmless except when the same has been affirmatively determined by a court order or by the affirmative and binding determination of an arbitrator, to be due to the gross negligence or willful misconduct of that person.

Section 7.7 Incapacity of Participant. If any person entitled to receive a distribution under the Plan is physically or mentally incapable of personally receiving and giving a valid receipt for any payment due (unless a prior claim for the distribution has been made by a duly qualified guardian or other legal representative), then, unless and until a claim for the distribution has been made by a duly appointed guardian or other legal representative of the person (who provides proof of status to the Bank), the Committee may provide for the distribution to be made to any other individual or institution then contributing toward or providing for the care and maintenance of the person. Any payment made for the benefit of the person under this Section will be a payment for the account of such person and a complete discharge of any liability of the Bank and the Plan.

Section 7.8 Evidence. Evidence required of anyone under the Plan may be by certificate, affidavit, document or other information which the person relying on the evidence considers pertinent and reliable, and signed, made or presented by the proper party or parties.

Section 7.9 Action by Bank. Any action required of or permitted by the Bank under the Plan will be by resolution of the Board or by a person or persons authorized by resolution of the Board.

Section 7.10 Severability. In the event any provisions of the Plan are held to be illegal or invalid for any reason, the illegality or invalidity will not affect the remaining parts of the Plan, and the Plan will be construed and endorsed as if the illegal or invalid provisions had never been contained in the Plan.

Section 7.11 Information to be Furnished by a Participant. A Participant, or any other person entitled to benefits under the Plan, must furnish the Committee with any and all documents, evidence, data or other information the Committee considers necessary or desirable for the purpose of administering the Plan. Benefit payments under the Plan are conditioned on a Participant (or other person who is entitled to benefits) furnishing full, true and complete data, evidence or other information to the Committee, and on the prompt execution of any document reasonably related to the administration of the Plan requested by the Committee.

Section 7.12 Attorneys' Fees. If any action is commenced to enforce the provisions of the Plan, payment of attorneys' fees will be governed by the terms set forth in the mandatory "Agreement to Arbitrate" entered into between the Bank and the Participant.

Section 7.13 Binding on Successors. The Plan will be binding upon and inure to the benefit of the Bank and its successors and assigns, and the successors, assigns, designees and estates of a Participant. The Plan will also be binding upon and inure to the benefit of any successor organization succeeding to substantially all of the assets and business of the Bank, but nothing in the Plan will preclude the Bank from merging or consolidating into or with, or transferring all or substantially all of its assets to, another organization which assumes the Plan and all obligations of the Bank hereunder. The Bank agrees that it will make appropriate provision for the preservation of a Participant's rights under the Plan in any agreement or plan which it may enter into to effect any merger, consolidation, reorganization or transfer of assets. Upon such a merger, consolidation, reorganization or transfer of assets and assumption of Plan obligations of the Bank, the term "Bank" will refer to such other organization and the Plan will continue in full force and effect.

2025 PERFORMANCE GOALS AS APPROVED BY THE BOARD OF DIRECTORS:

Pursuant to Section 3.2 of the Federal Home Loan Bank of Indianapolis ("**Bank**") Incentive Plan, effective as of January 1, 2025, (the "**Plan**"), the following Appendices were adopted by the Board of Directors (the "**Board**") of the Bank on March 21, 2025, after consideration and review by the Human Resources and Compensation Committee of the Board. These Appendices to the Plan are effective as of January 1, 2025. All capitalized terms not otherwise defined herein shall have the meaning ascribed to them in the Plan.

APPENDIX I

2025 PERFORMANCE PERIOD AWARDS FOR LEVEL II PARTICIPANTS
Federal Home Loan Bank of Indianapolis

A. <u>Incentive Opportunities for Level II Participants</u>

Annual Awards payable to Level II Participants are calculated by multiplying (a) the Compensation (as defined in Section 3.1 of the Federal Home Loan Bank of Indianapolis Incentive Plan) available to the Participant, by (b) the percentages as set forth below, and by (c) the sum of the applicable weighted values of the achievement level for all Performance Goals.

TOTAL INCENTIVE AS % OF COMPENSATION	
Management Level	**Maximum Percentage of Compensation**
Managing Director / Senior Director	30%
Director	25%
Associate Director / Individual Contributor Level 8	20%
Manager / Senior Manager / Individual Contributor Levels 6 and 7	15%
Individual Contributor Levels 1 through 5	10%

B. <u>2025 Performance Goals</u>

Performance Goal achievement will be determined for all Level II Participants based on the following values for the different achievement levels:

PERCENTAGE VALUE FOR ACHIEVEMENT OF PERFORMANCE GOALS		
Threshold	**Target**	**Maximum**
50%	75%	100%

The Bank's 2025 Performance Goals are as follows:

PERFORMANCE GOALS	WEIGHTED VALUE (1)	ACHIEVEMENT LEVELS		
		THRESHOLD	TARGET	MAXIMUM
FINANCIAL PERFORMANCE				
Return on Capital Stock [2]	20%	8.87%	10.05%	11.42%
MISSION ACTIVITY				
(a) Member Advances Average Daily Balance ($'s in millions) [3]	10%	$32,812	$35,978	$37,269
(b) Member Participation [4]	15%	68%	76%	84%
(c) Member Engagement for AHP and Voluntary Programs [5]	20%	100	113	125
(d) Community Impact [6]	15%	5	7	9
RISK MANAGEMENT				
Key risk metrics [7]	10%	40 points	44 points	46 points
CULTURE AND ENGAGEMENT				
(a) Workplace - Inclusion, engagement, and community events with a required educational component [8]	5%	50%	65%	85%
(b) Community - Promote community engagement by encouraging volunteerism with a focus on at risk and/or underrepresented groups [9]	5%	700 hours	950 hours	1,250 hours with a minimum of 875 hours related to at risk and/or underrepresented groups

(1) For all Level II Participants excluding those in the Internal Audit department under a separate plan.

(2) For purposes of this goal, return on capital stock is defined as the Bank's core net income as a percentage of average total regulatory capital stock, rounded to the nearest basis point. Core net income represents GAAP Net Income adjusted to exclude: (i) mark-to-market adjustments and other transitory effects from derivatives and trading/hedging activities, (ii) interest expense on mandatorily redeemable capital stock, (iii) realized gains and losses on sales of investment securities, (iv) debt extinguishment costs, (v) Advance prepayment fees received in cash on unswapped Advances that are not restructured, (vi) accelerated amortization of concession fees on called COs, and (vii) other non-routine components of GAAP earnings that do not necessarily reflect the underlying results of the operations of the Bank. The Bank's voluntary AHP contributions/allocations expense and incentive compensation expense are added back to core net income. Each adjustment, except for interest on MRCS, is net of the required AHP assessment. However, certain excluded amounts may require amortization included in other periods to properly state core net income. Assumes no material change in investment authority under the FHFA's regulation, policy, directive, guidance, or law.

(3) Member advances average daily balance is calculated as the average daily balance of advances outstanding to members at par. Average daily balances are used instead of point-in-time balances to eliminate point-in-time activity that may occur and to reward for the benefit of the income earned on advances balances while outstanding. Members that become non-members during 2025 will be included in the calculation for the portion of the year for which they were a member. Goal assumes no material change in membership eligibility under FHFA's regulation, policy, directive, guidance or law.

(4) Participation is defined as the issuance of an advance or credit product (including issuance of an advance as part of a voluntary or pilot program related to advances such as the CDFI Rate Buydown Advance),

settlement for MPP (including settlement of MPP trades as part of a voluntary or pilot program related to MPP such as the Rate Advantage Program), funds awarded for an AHP set-aside program and HomeBoost, or submission of an application for AHP, voluntary, or pilot programs (including Elevate and any new AHP voluntary or pilot programs established in 2025). A member that enters into any of these activities is counted as a participant for purposes of calculating the participation rate, even if that member ceases to be a member as of December 31, 2025, and can only count one time.

The denominator is calculated based on the simple average of the number of members at the end of each month in 2025. New members are not included in the membership count until after 12 months of membership unless they participate in one of the Bank's products. If a new member participates in one of the Bank's products within 12 months of becoming a member, the participation will be included in the numerator and the member will be included in the calculation of the monthly average beginning with the month the member participated (as defined above).

Goal assumes no material change in membership eligibility under FHFA's regulation, policy, directive, guidance or law.

(5) This goal is measured by any member submitting an AHP Notice of Intent/Pre-Application or Master Agreement or participation in any AHP or voluntary program.

(6) This goal measures the number of programs/initiatives approved by the Bank's executive management committee ("EMC") and utilized by one or more members. Qualifying programs/initiatives are based on collaboration with members, housing affiliates, non-profits, CDFI's, and other community minded partners in the district to provide funding for programs/initiatives including, but not limited to, diverse groups of individuals, underserved markets, or low-income borrowers in the form of efforts including, but not limited to, community development programs, pilot programs, or voluntary programs. Programs/ initiatives submitted to EMC for approval may include new programs/initiatives and new campaigns of pre-existing programs/initiatives that receive funding in 2025.

(7) This goal consists of four key risk metrics that are each individually measured against an established threshold on a monthly basis. If the actual result meets or is better than the established threshold as defined, one point will be achieved for that individual goal for that month. If a result is worse than that threshold, a result of zero points will be assigned. If the activity is not performed (e.g. a phishing campaign is not initiated during the month) a zero will also be assigned. This goal is based on achieving a certain cumulative sum of all results for all metrics during 2025. The maximum number of points that can be achieved is 48 (achieving the threshold for each of 4 metrics for each of 12 months). The metrics are:

- MPP Delinquencies: Percentage of conventional MPP portfolio by loan balance 90 days or more delinquent, measured monthly where a result of less than or equal to 1.00% achieves one point for the month and a result greater than 1.00% achieves zero points for the month.
- Days of Liquidity: Measured daily as the number of days of liquidity maintained compared to the FHFA minimum plus 4 days. If any day during the month is below the threshold of the FHFA minimum plus 4 days, then the achievement for the month is zero points. To achieve a result of one point for a month, all days during the calendar month must be equal to or above the threshold (FHFA minimum plus 4 days).
- Shared Enterprise Platforms Service Availability: Shared Enterprise Platforms must be available more than 99.9% of the time, calculated using Solar Winds and Site 24x7 based on the quantity of time the site is available out of the total time possible (less scheduled maintenance time). Shared Enterprise Platforms include LAS, MemberLink, FHLBI.gives, and the Public Web Site.
- Phishing Attempt Prevention Ratio: Defined as the percentage of internal phishing emails sent by the Bank's Information Security department where an employee clicked, replied, opened the attachment, scanned a QR code, or entered data (all considered "failures"), divided by the total phishing emails sent on a monthly basis. If the monthly result is less than or equal to 5% the result for the month is one point. If a campaign is missed in a month (i.e., no phishing emails sent), then the result for the month is zero points.

(8) This goal measures the percentage of employees participating in at least two eligible inclusion, engagement or community events (including but not limited to, speakers, lunch and learns, internal

workshops, etc. but excluding the annual bank wide mandatory OMWI training) focused on issues impacting at risk and/or underrepresented groups. Such events must include a formal educational component with established learning objectives for participants. The denominator is the number of employees as of the first business day of 2025.

(9) This goal measures the number of bank wide volunteer hours used based upon input to the Bank's human capital management system. All volunteer hours logged, with a maximum of 8 hours per employee, count toward achievement of this goal. Certain organizations will be pre-approved as counting toward the secondary component of this goal while other organizations will be considered for eligibility and confirmed by the Bank's Chief HR Officer. Interpolation of achievement between Target and Maximum will only occur if the secondary component of 875 hours related to at risk and/or underrepresented groups is reached. If the secondary component is not reached, then Target is the highest level that can be achieved.

C. Hypothetical Example Calculations

Assume that the Bank achieved the following on its Performance Goals for year 1:

PERFORMANCE GOALS	WEIGHTED VALUE	Achievement	Achievement Percentage Value	Bank Result
	Bank			
1. Performance Goal 1	25%	Target	75%	18.75%
2. Performance Goal 2	50%	Threshold	50%	25%
3. Performance Goal 3	10%	Over Maximum	100%	10%
4. Performance Goal 4	10%	Below Threshold	—%	—%
5. Performance Goal 5	5%	50% between Target and Maximum	87.5%	4.375%
			Total:	*58.125%*

An Associate Director is eligible to receive an Annual Award of up to a maximum of 20% of his or her Compensation. The Annual Award will be equal to the following proportion of the Associate Director's Compensation (rounded to 2 decimal places):

Bank Associate Director
20%*58.13%=11.63%

Assuming the Associate Director's Compensation is $80,000, his or her Annual Award will equal the following:

Bank Associate Director
$80,000*11.63%=$9,304

APPENDIX II

2025 PERFORMANCE PERIOD AWARDS FOR LEVEL I PARTICIPANTS
Federal Home Loan Bank of Indianapolis

A. Incentive Opportunities for Level I Participants

Awards payable to Level I Participants are calculated by multiplying (a) the Compensation (as defined in Section 3.1 of the Federal Home Loan Bank of Indianapolis Incentive Plan) available to the Participant, by (b) the percentages as set forth below, and by (c) the sum of the applicable weighted values of the achievement level for all Performance Goals.

	TOTAL INCENTIVE AS % OF COMPENSATION			INCENTIVE AS % OF COMPENSATION, EARNED & VESTED AT YEAR-END			INCENTIVE AS % OF COMPENSATION, DEFERRED FOR 3 YEARS		
Position	Threshold	Target	Maximum	Threshold	Target	Maximum	Threshold	Target	Maximum
CEO	50.0 %	80.0 %	100.0 %	25.0 %	40.0 %	50.0 %	25.0 %	40.0 %	50.0 %
EVP	40.0 %	60.0 %	80.0 %	20.0 %	30.0 %	40.0 %	20.0 %	30.0 %	40.0 %
SVP	35.0 %	52.5 %	70.0 %	17.5 %	26.25 %	35.0 %	17.5 %	26.25 %	35.0 %

Deferred Awards are subject to additional Performance Goals during the Deferral Performance Period, as described in Section C below.

B. 2025 Performance Goals for Level I Participants

Performance Goal achievement will be determined for Level I Participants based on the following values for the different achievement levels:

PERCENTAGE VALUE FOR ACHIEVEMENT OF PERFORMANCE GOALS			
Position	Threshold	Target	Maximum
CEO	50%	80%	100%
EVP	50%	75%	100%
SVP	50%	75%	100%

The Performance Goals, Weighted Values, Thresholds, Targets, Maximums, and notes set forth in Appendix I.B. above shall also apply to Level I Participants, and are incorporated herein by this reference. For purposes of this Appendix II.B., "Bank" shall refer to Level I Participants other than those in Internal Audit.

C. 2026 – 2028 Performance Goals for Level I Participants

Deferred Awards are subject to additional Performance Goals during the Deferral Award Performance Period. The achievement levels for Deferral Performance Period Performance Goals for all Level I Participants are:

DEFERRAL PERFORMANCE PERIOD		
PERFORMANCE GOAL PERCENTAGE VALUES		
Threshold	**Target**	**Maximum**
75%	100%	125%

The Bank's Performance Goals for the Deferral Performance Period are:

PERFORMANCE GOALS	WEIGHTED VALUE (1)	THRESHOLD	TARGET	MAXIMUM
1. REGULATORY CAPITAL TO ASSETS RATIO (2)	50%	≥4.0%	≥4.16%	≥4.25%
2. PRUDENTIAL	50%	Achieve 1 Prudential Standard	Achieve 2 Prudential Standards	Achieve 3 Prudential Standards
A. Maintain sufficient capital to pay dividends and redeem/repurchase capital stock as required.				
B. Award to FHLBI members the annual AHP Competitive funding requirement in each plan year.				
C. Ensure no identified operational errors or omissions that would result in material revisions to the financial results, information submitted to the FHFA, or data used to determine incentive payouts.				

(1) For Level I Participants, excluding those in the Internal Audit department under a separate plan.

(2) Attainment of Threshold for this goal will be measured by maintaining a minimum of 4.0% at each of the 36 month-ends. Attainment in excess of Threshold will be computed using the simple average of 36 month-end ratios.

D. Hypothetical Example Calculations

Assume that the Bank achieved the following on its Performance Goals for year 1 (calculated using weighting for Senior Vice Presidents):

PERFORMANCE GOALS	WEIGHTED VALUE Bank	Achievement	Achievement Percentage Value	Bank Result
1. Performance Goal 1	25%	Target	75%	18.75%
2. Performance Goal 2	50%	Threshold	50%	25%
3. Performance Goal 3	10%	Over Maximum	100%	10%
4. Performance Goal 4	10%	Below Threshold	—%	—%
5. Performance Goal 5	5%	50% between Target and Maximum	87.5%	4.375%
			Total:	*58.125%*

A Senior Vice President is eligible to receive an Annual Award of up to a maximum of 70% of his or her Compensation. The Annual Award will be equal to the following proportion of the Senior Vice President's Compensation (rounded to 2 decimal places):

Bank Senior Vice President
70%*58.13%=40.69%

Assuming the Senior Vice President's Compensation is $200,000, his or her total incentive will equal the following:

Bank Senior Vice President
$200,000*40.69%=$81,380

50% of this amount will be paid after year 1 as an Annual Award, and the other 50% will be deferred until after the Deferral Performance Period.

	Bank Senior Vice President
Annual Award	$81,380*50%=$40,690

Assume the Bank achieved the following Performance Goals during the Deferral Award Performance Period:

PERFORMANCE GOALS	WEIGHTED VALUE Bank	Achievement	Achievement Percentage Value	Bank Result
1. Goal 1	35%	Target	100%	35%
2. Goal 2	35%	Maximum	125%	43.75%
3. Goal 3	30%	50% between Threshold and Target	87.5%	26.25%
			Total:	*105%*

After the Deferral Performance Period, the Senior Vice President would receive the following as a Deferred Award:

	Bank Senior Vice President
Deferred Award	$40,690*105%=$42,724.50

APPENDIX III

FORM OF NON-SOLICITATION AND NON-DISCLOSURE AGREEMENT

This Agreement is entered into as of the ____ day of _____________, 20__, by and between the FEDERAL HOME LOAN BANK OF INDIANAPOLIS, a corporation organized under the laws of the United States (the "Bank") and ____________________ (the "Executive").

WHEREAS, the Bank sponsors the Federal Home Loan Bank of Indianapolis Incentive Plan (the "Plan"); and

WHEREAS, as a condition of participation in the Plan, the Bank requires that the Executive agree to the terms and conditions found within this Agreement;

NOW, THEREFORE, in consideration of the premises and of the mutual promises and agreements contained herein and other good and valuable consideration, the receipt, legal adequacy and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Non-Disclosure; Return of Confidential Information and Other Property.

(a) Access to Confidential Information. The Executive understands, acknowledges and agrees that during the course of his or her employment with the Bank he or she has gained or will gain information regarding, knowledge of, and familiarity with, the Confidential Information of the Bank (as defined in subsection (c)) that would cause irreparable damage and harm to the Bank if it was disclosed. The Executive understands, acknowledges and agrees that the Confidential Information has substantial economic value because it is not known or readily ascertainable by proper means by others who could obtain economic value from it. The Executive also acknowledges and agrees that the Bank uses reasonable means to maintain the secrecy and confidentiality of the Confidential Information.

(b) Non-Disclosure. At all times while the Executive is employed by the Bank, and at all times thereafter, the Executive will not (i) directly or indirectly disclose, provide or discuss any Confidential Information with or to any Person (as defined in subsection (d)) other than those directors, officers, employees, representatives and agents of the Bank who need to know such Confidential Information for a proper corporate purpose, and (ii) directly or indirectly use any Confidential Information (A) to compete against the Bank, or (B) for the Executive's own benefit, or for the benefit of any Person other than the Bank.

(c) Confidential Information Defined. For purposes of this Agreement, the term "Confidential Information" means any and all:

(i) materials, records, data, documents, lists, writings and information (in each case, whether in writing, printed, verbal, electronic, computerized or otherwise) (A) relating or referring in any manner to the business, operations, affairs, financial condition, results of operation, cash flow, assets, liabilities, sales, revenues, income, estimates, projections, policies, strategies, techniques, methods, products, developments, suppliers, regulators, members, relationships and/or customers of the Bank that are confidential, proprietary or not otherwise publicly available, in any event not without a breach of this Agreement, or (B) that the Bank has deemed confidential, proprietary, nonpublic or not otherwise publicly available without breaching this Agreement;

(ii) trade secrets of the Bank, as defined in Indiana Code Section 24-2-3-2, as amended, or any successor statute; and

(iii) any and all copies, summaries, analyses and extracts which relate or refer to or reflect any of the items set forth in (i) or (ii) above. The Executive agrees that all Confidential Information is confidential and is and at all times will remain the property of the Bank.

(d) Person Defined. For purposes of this Agreement, the term "Person" will mean any natural person, proprietorship, partnership, corporation, limited liability company, bank, organization, firm, business, joint venture, association, trust or other entity and any government agency, body or authority.

(e) Return of Confidential Information and Other Property. The Executive covenants and agrees:

(i) to keep all Confidential Information subject to the Bank's custody and control and to promptly return to the Bank all Confidential Information that is still in the Executive's possession or control at the termination of the Executive's employment with the Bank; and

(ii) promptly upon termination of the Executive's employment with the Bank, to return to the Bank, at the Bank's principal office, all vehicles, equipment, computers, credit cards and other property of the Bank and to cease using any of the foregoing.

(f) Exceptions from Confidentiality Obligations. Section 1 shall not be deemed to prevent the Executive from making disclosures required by applicable regulation, law, agency order, or court order, to the extent the Executive provides reasonable written notice of such disclosure requirement to the Bank prior to such disclosure, to the extent such prior notice is not prohibited, to permit the Bank to contest the disclosure of such information. Further, Notwithstanding any other provision of this Agreement:

i. The Executive will not be held criminally or civilly liable under any federal or state trade secret law for any disclosure of a trade secret that:

a. is made: (1) in confidence to a federal, state, or local government official, either directly or indirectly, or to an attorney; and (2) solely for the purpose of reporting or investigating a suspected violation of law; or

b. is made in a complaint or other document that is filed under seal in a lawsuit or other proceeding.

ii. If the Executive files a lawsuit for retaliation by the Bank for reporting a suspected violation of law, the Executive may disclose the Bank's trade secrets to the Executive's attorney and use the trade secret information in the court proceeding if the Executive:

a. files any document containing the trade secret under seal; and

b. does not disclose the trade secret, except pursuant to court order.

2. **Non-Disparagement**. The Executive agrees to not communicate disparaging remarks to third parties about the Bank, its directors, officers or employees. Likewise, the Bank agrees not to disparage the Executive or his or her skills or job performance to third parties. However, nothing in this paragraph shall prohibit the Bank or the Executive from testifying truthfully under oath.

3. **Non-Solicitation and No-Hire**. The Executive hereby understands, acknowledges and agrees that, by virtue of his or her position with the Bank, the Executive has and will have advantageous familiarity and personal contacts with the employees of the Bank and has and will have advantageous familiarity with the business, operations and affairs of the Bank. In addition, the Executive understands, acknowledges and agrees that the business of the Bank is highly competitive. Accordingly, at all times while the Executive is employed by the Bank and for a twelve-month period following Termination of Service, the Executive will not, directly or indirectly, or individually or together with any other Person, as owner, shareholder, investor, member, partner, proprietor, principal, director, officer, Executive, manager, agent, representative, independent contractor, consultant or otherwise induce, request or attempt to influence any Bank employee who was employed by the Bank during the twelve-month period prior to Termination of Service, to terminate his or her employment with the Bank. In addition, the Executive agrees that for a period of twelve months following the Executive's Termination of Service, Executive will not hire any Bank employee who was employed by the Bank during the twelve-month period prior to the Executive's Termination of Service. For purposes of this Section 3, the term "employee" shall be limited to those who had or have access to or possess any knowledge that would give a competitor an unfair advantage.

4. **Periods of Noncompliance and Reasonableness of Periods**. The restrictions and covenants contained in Section 3 will not run during all periods of noncompliance and will apply during the Term of this Agreement and for the full periods specified in Section 3. The Bank and the Executive understand, acknowledge and agree that the restrictions and covenants contained in Section 3 are reasonable in view of the nature of the business in which the Bank is engaged, the Executive's position with the Bank and the Executive's advantageous knowledge and familiarity with, the Bank's employees, business, operations, affairs and customers.

The Bank's obligation to pay an award to the Executive pursuant to the Federal Home Loan Bank of Indianapolis Incentive Plan will immediately terminate in the event the Executive breaches any of the provisions of Section 1 or 3 and all outstanding awards will be forfeited. Notwithstanding the foregoing:

(a) the Executive's covenants set forth in Sections 1 and 3 will continue in full force and effect and be binding upon the Executive;

(b) the Bank will be entitled to the remedies specified in Section 6; and

(c) the Bank will be entitled to its damages, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) resulting from or relating to the successful prosecution of the Executive's breach of any of the provisions of Section 1 or 3.

5. **Survival of Certain Provisions**. Upon any termination of the Executive's employment with the Bank, the Executive and the Bank hereby expressly agree that the provisions of Sections 1, 3, 4 and 6 will continue to be in full force and effect and binding upon the Executive and the Bank in accordance with the applicable respective provisions of such Sections.

6. **Remedies**. The Executive agrees that the Bank will suffer irreparable damage and injury and will not have an adequate remedy at law in the event of any actual, threatened or attempted breach by the Executive of any provision of Section 1 or 3. Accordingly, in the event of a threatened, attempted or actual breach by the Executive of any provision of Section 1 or 3, in addition to all other remedies to which the Bank is entitled at law, in equity or otherwise, the Bank may be entitled to a temporary restraining order and a permanent injunction or a decree of specific performance of any provision of Section 1 or 3. The foregoing remedies will not be deemed to be the exclusive rights or remedies of the Bank for any breach of or noncompliance with this Agreement by the Executive but will be in addition to all other rights and remedies available to the Bank at law, in equity or otherwise.

7. **Severability**. In case any one or more of the provisions (or any portion thereof) contained herein will, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability will not affect any other provision of this Agreement, but this Agreement will be construed as if such invalid, illegal or unenforceable provision or provisions (or portion thereof) had never been contained herein. If any provision of this Agreement will be determined by a court of competent jurisdiction to be unenforceable because of the provision's scope, duration or other factor, then such provision will be considered divisible and the court making such determination will have the power to reduce or limit (but not increase or make greater) such scope, duration or other factor or to reform (but not increase or make greater) such provision to make it enforceable to the maximum extent permitted by law, and such provision will then be enforceable against the appropriate party hereto in its reformed, reduced or limited form; provided, however, that a provision will be enforceable in its reformed, reduced or limited form only in the particular jurisdiction in which a court of competent jurisdiction makes such determination.

8. **Entire Agreement**. This Agreement sets forth the entire understanding of the parties hereto with respect to its subject matter, merges and supersedes all prior and contemporaneous understandings with respect to its subject matter, and may not be waived or modified, in whole or in part, except in writing signed by each of the parties hereto. No waiver of any provision of this Agreement in any instance will be deemed to be a waiver of the same or any other provision in any other instance. The recitals set forth above are incorporated herein by this reference.

9. **Effect and Modification**. No statement or promise, except as set forth herein, has been made with respect to the subject matter of this Agreement. No modification or amendment will be effective unless in writing and signed by the Executive and an officer of the Bank (other than the Executive).

10. **Non-Waiver**. The Bank's or the Executive's failure or refusal to enforce all or any part of, or the Bank's or the Executive's waiver of any breach of this Agreement, will not be a waiver of the Bank's or the Executive's continuing or subsequent rights under this Agreement, nor will such failure or refusal or waiver have any effect on the subsequent enforceability of this Agreement.

11. **Non-Assignability**. This Agreement contemplates that the Executive will personally provide the services described herein, and accordingly, the Executive may not assign the Executive's rights or obligations hereunder, whether by operation of law or otherwise, in whole or in part, without the prior written consent of the Bank.

12. **Notice**. Any notice, request, instruction or other document to be given hereunder to any party will be in writing and delivered by hand, telegram, registered or certified United States mail return receipt requested, or other form of receipted delivery, with all expenses of delivery prepaid, as follows:

If to the Executive: ____________________________
____
____
____

If to the Bank: Federal Home Loan Bank of Indianapolis
c/o General Counsel
8250 Woodfield Crossing Boulevard
Indianapolis, IN 46240

13. **Governing Law**. This Agreement is being delivered in and will be governed by the laws of the State of Indiana without regard to the choice of law principles thereof. Any dispute regarding this Agreement will be brought in any Indiana state or federal court having jurisdiction in the matter and located in Marion County, Indiana, and the Executive expressly consents to the jurisdiction of such courts.

14. **Prior Agreements**. The Executive represents and warrants to the Bank that the Executive is not a party to or otherwise bound by any agreement that would restrict in any way the performance by the Executive of the Executive's duties, services and obligations under this Agreement, that the Executive has disclosed to the Bank all employment type agreements to which the Executive has been bound, including without limitation employment agreements, consulting agreements, non-compete agreements or covenants, confidentiality or non-disclosure agreements or covenants, and intellectual property assignment agreements, and that the Bank will not have any liability to any third party arising out of the Executive entering into this Agreement or performing hereunder.

15. **Effect of Headings**. The descriptive headings of the Sections and, where applicable, subsections, of this Agreement are inserted for convenience and identification only and do not constitute a part of this Agreement for purposes of interpretation.

16. **Counterparts**. This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which collectively will constitute one and the same instrument.

17. **Miscellaneous**. Capitalized terms not otherwise defined herein shall have the meanings ascribed to them in the Plan.

(***Signature Page Follows***)

IN WITNESS WHEREOF, the Bank, by its officer thereunder duly authorized, and the Executive, have caused this Non-Competition, Non-Solicitation and Non-Disclosure Agreement to be executed as of the day and year first above written.

FEDERAL HOME LOAN BANK OF INDIANAPOLIS	**EXECUTIVE**
By: ______________________	______________________
Its: ______________________	
By: ____________________	
Its: ____________________	

Exhibit 10.2
EXECUTION COPY

FIRST AMENDMENT
OF
FEDERAL HOME LOAN BANK OF INDIANAPOLIS
2005 SUPPLEMENTAL EXECUTIVE RETIREMENT PLAN
(As Amended and Restated Effective August 1, 2021)

WHEREAS, the Federal Home Loan Bank of Indianapolis (the "Bank") maintains the Federal Home Loan Bank of Indianapolis 2005 Supplemental Executive Retirement Plan (As Amended and Restated Effective August 1, 2021) (the "SERP"); and

WHEREAS, pursuant to Article VIII of the SERP, the Bank reserved the right to amend the SERP by action of its Board of Directors; and

WHEREAS, the Bank has determined that the SERP should be amended to reflect a change in job titles; and

WHEREAS, the Board of Directors of the Bank authorized this First Amendment to the SERP as set forth below;

NOW, THEREFORE, pursuant to the power reserved to the Bank under Article VIII of the SERP, the SERP is hereby amended by revising Section 2.1 to replace the reference to "Vice President" with "Director" effective as of January 1, 2025.

IN WITNESS WHEREOF, the Federal Home Loan Bank of Indianapolis has caused this First Amendment to be executed on its behalf by its duly authorized officers this 12th day of December, 2024, but effective as of January 1, 2025.

FEDERAL HOME LOAN BANK OF INDIANAPOLIS

By: /s/ KAREN GREGERSON

By: /s/ ROBERT FISHER

ATTEST:

By: /s/ SHAUN CLIFFORD
Acting Corporate Secretary

Exhibit 10.3
EXECUTION COPY

SECOND AMENDMENT
OF
FEDERAL HOME LOAN BANK OF INDIANAPOLIS
SUPPLEMENTAL EXECUTIVE THRIFT PLAN
(Effective as of January 1, 2022)

WHEREAS, the Federal Home Loan Bank of Indianapolis (the "Bank") maintains the Federal Home Loan Bank of Indianapolis Supplemental Executive Thrift Plan (effective as of January 1, 2022) (the "SETP"); and

WHEREAS, pursuant to Article VIII of the SETP, the Bank reserved the right to amend the SETP by action of its Board of Directors; and

WHEREAS, the Bank has determined that the SETP should be amended to reflect a change in job titles; and

WHEREAS, the Board of Directors of the Bank authorized this Second Amendment to the SETP as set forth below;

NOW, THEREFORE, pursuant to the power reserved to the Bank under Article VIII of the SETP, the SETP is hereby amended by revising Section 2.1 to replace the reference to "First Vice President" with "Senior Director" effective as of January 1, 2025.

IN WITNESS WHEREOF, the Federal Home Loan Bank of Indianapolis has caused this Second Amendment to be executed on its behalf by its duly authorized officers this 12th day of December, 2024, but effective as of January 1, 2025.

FEDERAL HOME LOAN BANK OF INDIANAPOLIS

By: /s/ KAREN GREGERSON

By: /s/ ROBERT FISHER

ATTEST:

By: /s/ SHAUN CLIFFORD
Acting Corporate Secretary

Exhibit 10.4
Board Approved
November 22, 2024

KEY EMPLOYEE
SEVERANCE POLICY

1. Purpose of Policy. The Federal Home Loan Bank of Indianapolis recognizes the valuable services that Covered Employees (as defined below) will provide and desires to be assured that the Covered Employees will continue their active participation in the business of the Bank. The Covered Employees desire assurance that, in the event of any consolidation, change in control or reorganization of the Bank, they will continue to have the responsibility and status each has earned, either with the Bank or with a successor to the Bank.

2. Definitions.

"Bank" shall mean the Federal Home Loan Bank of Indianapolis and any other entity within the definition of "Bank" in Section 7(a).

"Cause" shall mean (a) the continued failure of the Covered Employee to perform his duties with the Bank (other than any such failure resulting from Disability), after a demand for performance, pursuant to a resolution of the Bank's Board of Directors, is delivered to the Covered Employee by the Chair of the Board of Directors of the Bank, which specifically identifies the manner in which the Covered Employee has not performed his duties, (b) the personal dishonesty, incompetence, willful misconduct, breach of fiduciary duty involving personal profit, intentional failure to perform stated duties, or willful violation of any law, rule or regulation (other than routine traffic violations or similar offenses); or (c) the removal of the Covered Employee by the Bank at the direction of the Federal Housing Finance Agency, or by the Federal Housing Finance Agency, or by or at the direction of any successor to the Federal Housing Finance Agency, pursuant to 12 U.S.C. §§ 4615, 4616, 4617 or 4636a, or any statutory provisions subsequently enacted that grant removal authority to such agency, or any rules or regulations issued thereunder.

"Compensated Termination" shall have the meaning set forth in Section 3(a).

"Covered Employees" shall mean each of the Bank's Executive Vice Presidents and Senior Vice Presidents, including without limitation the Bank's Chief Internal Audit Officer and Chief Risk Officer, and such other employees as designated from time to time by the Human Resources/ Compensation Committee of the Board of Directors. This Policy does not apply to the Bank's President-Chief Executive Officer. Covered Employees shall be allocated into three (3) groups, Level 1 Participants, Level 2 Participants, and Level 3 Participants, each as described below.

"Disability" shall mean, as a result of the Covered Employee's incapacity due to physical or mental illness, the Covered Employee shall have been absent from his duties with the Bank for an aggregate of twelve (12) out of fifteen (15) consecutive months and, within thirty (30) days after a Notice of Termination is thereafter given by the Bank to the Covered Employee, the Covered Employee shall not have returned to the full-time performance of the Covered Employee's duties.

"Good Reason" shall mean any of the following:

(a) during the period (i) beginning with the earliest to occur of the following three dates, as applicable: (A) six (6) months prior to the execution of a definitive agreement regarding a Reorganization of the Bank or (B) if a Reorganization has been mandated by federal statute, rule, regulation or directive, six (6) months prior to the effective date of such Reorganization or (C) six (6) months prior to the adoption of a plan or proposal for the liquidation or dissolution of the Bank, and (ii) ending twenty-four (24) months after the effective date of such Reorganization,

(i) a material change in the Covered Employee's status, position, job title or principal duties and responsibilities as a key employee of the Bank which does not represent a promotion from the Covered Employee's status and position as in effect as of the date hereof ("Position"), or

(ii) the assignment to the Covered Employee of any duties or responsibilities (or removal of any duties or responsibilities), which assignment or removal is materially inconsistent with such Position, or

(iii) any removal of the Covered Employee from such Position (including, without limitation, all demotions and harassing assignments), except in connection with the termination of the Covered Employee's employment for Cause or Disability, or as a result of the Covered Employee's death;

(b) within twenty-four (24) months after the effective date of a Reorganization of the Bank, (i) a reduction by the Bank in the Covered Employee's base salary as in effect immediately prior to such Reorganization, or (ii) the Bank's (or its successor's) failure to increase (within twelve (12) months of the Covered Employee's last increase in base salary) the Covered Employee's base salary after a Reorganization of the Bank in an amount which is not less than fifty percent (50%) of the average percentage increase in base salary for all officers of the Bank effected in the preceding twelve (12) months;

(c) within twenty-four (24) months after the effective date of a Reorganization of the Bank, (i) any failure by the Bank to continue in effect any plan or arrangement, including, without limitation, benefit and incentive plans, in which the Covered Employee is participating immediately prior to such Reorganization (hereinafter referred to as "Plans"), unless such Plans have been replaced with similar benefits that are not materially less than the Covered Employee's benefits under such Plans, or (ii) the taking of any action by the Bank which would adversely affect the Covered Employee's participation in or materially reduce the Covered Employee's benefits under any such Plan or in or under fringe benefits enjoyed by the Covered Employee immediately prior to the time of such Reorganization of the Bank;

(d) any material breach by the Bank of any provisions of this Policy or any other agreement with the Covered Employee; or

(e) any failure by the Bank or its successors and assigns to obtain the assumption of this Policy by any successor or assign of the Bank.

"Level 1 Participant" shall mean each of the Bank's Executive Vice Presidents.

"Level 2 Participant" shall mean each of the Bank's Senior Vice Presidents.

"Level 3 Participant" shall mean each of the Bank's Associate Directors or above, other than an Executive Vice President or a Senior Vice President, whom the Human Resources/Compensation Committee designates to be a Level 3 Participant from time to time.

"Notice of Termination" shall mean a written notice which shall indicate those specific termination provisions in this Policy upon which the Bank or the Covered Employee, as the case may be, has relied for such termination and which sets forth in reasonable detail the facts and circumstances claimed to provide a basis for termination of the Covered Employee's employment under the provision so indicated.

"Payment Determination Date" shall have the meaning set forth in Section 3(b).

"Reorganization" of the Bank shall mean the occurrence at any time of any of the following events:

(a) The Bank is merged or consolidated with or reorganized into or with another bank or other entity, or another bank or other entity is merged or consolidated into the Bank;

(b) The Bank sells or transfers all, or substantially all of its business and/or assets to another bank or other entity;

(c) More than fifty percent (50%) of the total market value or total voting power of all ownership interests in the Bank is acquired, within any twelve (12) month period, by one person or entity or by more than one person or entity acting as a group; or

(d) The liquidation or dissolution of the Bank.

Provided that the term "Reorganization" shall not include any Reorganization that is mandated by federal statute, rule, regulation, or directive, including 12 U.S.C. § 1421, *et seq*., as amended, and 12 U.S.C. § 4501 *et seq*., as amended, and which the Director of the Federal Housing Finance Agency (or successor agency) has determined should not be a basis for making payment under this Policy, by reason of the capital condition of the Bank or because of unsafe or unsound acts, practices, or condition ascertained in the course of the Agency's supervision of the Bank or because any of the conditions identified in 12 U.S.C. § 4617(a)(3) are met with respect to the Bank (which conditions do not result solely from the mandated reorganization itself, or from action that the Agency has required the Bank to take under 12 U.S.C. § 1431(d)).

"Retirement" shall mean the planned and voluntary termination by the Covered Employee of his or her employment on or after reaching the earliest retirement age permitted by the Bank's qualified retirement plans.

3. <u>Compensated Termination</u>.

(a) <u>Compensated Termination</u>. If the Covered Employee incurs a Compensated Termination while the Covered Employee is employed by the Bank or within twenty-four (24) months after the effective date of a Reorganization of the Bank (whether the Covered

Employee is then employed by the Bank or a successor to the Bank as a result of such Reorganization), the Covered Employee shall be entitled to the benefits provided in Section 5. For purposes of this Policy, a “Compensated Termination” means termination of the Covered Employee’s employment under either of the following circumstances:

(i) By the Covered Employee for Good Reason; or

(ii) By the Bank, or by its successor in a Reorganization, without Cause at any time during the period (1) beginning with the earliest to occur of the following three dates, as applicable (A) six (6) months prior to the execution of a definitive agreement regarding a Reorganization, or (B) if a Reorganization has been mandated by federal statute, rule, regulation or directive, six (6) months prior to the effective date of such Reorganization, or (C) six (6) months prior to the adoption of a plan or proposal for the liquidation or dissolution of the Bank, and (2) ending twenty-four (24) months after the effective date of such Reorganization.

(b) <u>Payment Determination Date</u>. “Payment Determination Date,” for purposes of determining when a payment resulting from a Compensated Termination must be made pursuant to Section 4(a), shall mean the effective date of the termination of the Covered Employee’s employment with the Bank if such termination is a “Compensated Termination.”

(c) <u>Non-Compensated Termination</u>. For the avoidance of doubt, none of the following events shall result in any payment to the Covered Employee for a Compensated Termination under Section 5(a):

(i) The termination of employment by the Covered Employee without Good Reason;

(ii) The termination of the Covered Employee’s employment for Cause by the Bank or its successor in a Reorganization;

(iii) The termination of the Covered Employee’s employment Without Cause by the Bank or its successor in a Reorganization, (1) prior to the date which is the earliest to occur of the following three dates, as applicable: (A) six (6) months prior to the execution of a definitive agreement regarding a Reorganization of the Bank or (B) if a Reorganization has been mandated by federal statute, rule, regulation or directive, six (6) months prior to the effective date of such Reorganization or (C) six (6) months prior to the adoption of a plan or proposal for the liquidation or dissolution of the Bank, or (2) more than twenty-four (24) months after the effective date of a Reorganization;

(iv) The termination of the Covered Employee’s employment by the Bank or its successor in a Reorganization for Disability;

(v) The death of the Covered Employee; or

(vi) The Retirement of the Covered Employee, if the Covered Employee has delivered written notice to the Bank, before the commencement of the time period described in Section 3(c)(iii), of his or her intention to retire.

4. Termination of Employment.

(a) Termination by the Bank. The Bank may terminate the employment of the Covered Employee as follows:

(i) For Cause upon the adoption of a resolution by the affirmative vote of not less than a majority of the entire membership of the Bank's Board of Directors at a meeting of the Board (after reasonable notice to the Covered Employee and an opportunity for the Covered Employee, together with counsel, to be heard by the Board), finding that in the good faith opinion of the Board the Covered Employee was guilty of conduct set forth in the definition of "Cause" in Section 2 and specifying the particulars thereof in detail. A vote of the Board is not required if the Covered Employee is removed for cause by the Bank at the direction of the Federal Housing Finance Agency, or by the Federal Housing Finance Agency, or by or at the direction of any successor to the Federal Housing Finance Agency, pursuant to 12 U.S.C. §§ 4615, 4616, 4617 or 4636a, or any statutory provisions subsequently enacted that grant removal authority to such agency, or any rules or regulations issued thereunder.;

(ii) Without Cause;

(iii) Upon the Disability of the Covered Employee; and

(iv) Upon the death of the Covered Employee.

(b) Termination by Covered Employee. The Covered Employee may terminate his or her employment with the Bank as follows:

(i) For Good Reason;

(ii) Without Good Reason; or

(iii) Upon the Covered Employee's Retirement, in which case the Covered Employee shall be entitled to all benefits under any retirement plan of the Bank and other plans to which the Covered Employee is a party.

(c) Preservation of Compensated Termination. The provisions of Sections 4(a) and 4(b) are included in this Policy for clarification of the rights of termination of the employment relationship between the Bank and the Covered Employee, but such provisions shall not prejudice the Covered Employee's right to receive payments or benefits required to be provided to the Covered Employee if any such termination is a "Compensated Termination."

(d) Notice of Termination.

(i) Any termination by the Bank for Disability or Cause shall be communicated by a Notice of Termination; provided, however, that the failure by the Bank to give notice in such circumstances shall not constitute a Compensated Termination.

(ii) Any termination of employment by the Covered Employee for Good Reason will be a Compensated Termination only if the Covered Employee gives Notice of Termination to the Bank therefore within ninety (90) days of the event or occurrence which constitutes "Good Reason," provided, further, that, if the Covered Employee gives such Notice of Termination to the Bank in a timely manner, the Covered Employee shall not be deemed to have waived any of his or her rights hereunder in the event he or she remains in the employment of the Bank while he or she and the Bank engage in good faith discussions to resolve any event or occurrence which constitutes "Good Reason." The Bank has a thirty (30) day period following receipt of notice during which it may remedy the condition and not be required to pay the amount.

(iii) Any termination by the Bank without Cause or by the Covered Employee without Good Reason shall be communicated to the other party in accordance with the general notice provisions of this Policy.

5. Payment for Compensated Termination.

(a) In the event of a Compensated Termination, the Bank shall pay or provide the Covered Employee with an amount equal to the following:

(i) With respect to Level 1 Participants, two (2) times the average of the three (3) preceding calendar years' gross base salary (inclusive of amounts deferred under a qualified or nonqualified plan sponsored by the Bank) and gross bonuses (inclusive of any amounts deferred under a qualified or nonqualified plan sponsored by the Bank) paid to the Covered Employee during such years (provided that for any calendar year in which the Covered Employee received base salary for less than the entire calendar year, the gross amount shall be annualized as if such amount had been payable for the entire calendar year).

(ii) With respect to Level 2 Participants, one and one-half (1.5) times the average of the three (3) preceding calendar years' gross base salary (inclusive of amounts deferred under a qualified or nonqualified plan sponsored by the Bank) and gross bonuses (inclusive of any amounts deferred under a qualified or nonqualified plan sponsored by the Bank) paid to the Covered Employee during such years (provided that for any calendar year in which the Covered Employee received base salary for less than the entire calendar year, the gross amount shall be annualized as if such amount had been payable for the entire calendar year).

(iii) With respect to Level 3 Participants, one (1) times the average of the three (3) preceding calendar years' gross base salary (inclusive of amounts deferred under a qualified or nonqualified plan sponsored by the Bank) and gross bonuses (inclusive of any amounts deferred under a qualified or nonqualified plan sponsored by the Bank) paid to the Covered Employee during such years (provided that for any calendar year in which the Covered Employee received base salary for less than the entire calendar year, the gross amount shall be annualized as if such amount had been payable for the entire calendar year).

The Bank shall distribute such amount in a lump sum in cash within twenty (20) days of the Payment Determination Date.

(b) Notwithstanding Section 5(a), if the Bank is not in compliance with any applicable regulatory capital or regulatory leverage requirement or if the payment would cause the Bank to fall below applicable regulatory requirements, such payment shall be deferred until such time as the Bank achieves compliance with its regulatory requirement.

(c) To the extent the Covered Employee is eligible, he or she shall continue after a Compensated Termination to be covered by the Bank's medical and dental insurance plans in effect immediately prior to the Compensated Termination, subject to the Covered Employee's payment of the employee's portion of the cost of such coverage. This continuing medical and dental insurance shall continue for Level 1 Participants for twenty-four (24) months, for Level 2 Participants for eighteen (18) months, and for Level 3 Participants for twelve (12) months. In the event the Covered Employee is ineligible under the terms of such plans to continue to be so covered or such plans shall have been modified, the Bank shall provide through other sources coverage which is substantially equivalent to the coverage provided immediately prior to the Compensated Termination, subject to the Covered Employee's payment of a comparable portion of the cost of such coverage as under the Bank's medical and dental insurance plans. If during this time period the Covered Employee should enter into employment providing for comparable medical and dental insurance coverage, his or her participation in the medical and dental plans provided by the Bank shall cease.

(d) The Bank will provide outplacement services for the Covered Employee after a Compensated Termination, at the Bank's cost.

(e) The Covered Employee shall be responsible for the payment of all federal, state and local income taxes which may be due with respect to any payments made to the Covered Employee pursuant to this Policy.

(f) If the severance and other benefits provided for in this Agreement or otherwise payable to the Covered Employee (i) constitute "parachute payments" within the meaning of Section 280G of the Internal Revenue Code of 1986, as amended (the "Code") and (ii) but for this provision, would be subject to the excise tax imposed by Section 4999 of the Code, then such severance and other benefits shall be collectively subject to an overall maximum limit. The payment limit shall be one dollar ($1) less than the aggregate amount which would otherwise cause any such payments to be considered a "parachute payment" within the meaning of Section 280G of the Code. Unless the Bank and the Covered

Employee otherwise agree in writing, any determination required under this provision shall be made in writing by the Bank's independent public accountants (the "Accountants"), whose determination shall be conclusive and binding upon the Covered Employee and the Bank for all purposes. For purposes of making the calculations required by this provision, the Accountants may make reasonable assumptions and approximations concerning applicable taxes and may rely on reasonable, good faith interpretations concerning the application of Sections 280G and 4999 of the Code. The Bank and the Covered Employee shall furnish to the Accountants such information and documents as the Accountants may reasonably request in order to make a determination under this provision. The Bank shall bear all costs the Accountants may reasonably incur in connection with any calculations contemplated by this provision. Accordingly, to the extent that such severance and other benefits would be considered a "parachute payment," or are "deferred compensation" within the meaning of Section 409A of the Code, the severance and other benefits will be reduced pro rata until the remaining severance and other benefits shall be reduced or eliminated in the following order until the remaining severance and other benefits payable hereunder are collectively within the maximum described in this Subsection:

(i) first, any cash payments to the Covered Employee;

(ii) second, any change of control termination payments to the Covered Employee not described herein; and

(iii) third, any forgiveness of indebtedness of the Covered Employee to the Bank.

Each Covered Employee expressly and irrevocably waives any and all rights to receive any severance and other payments which exceed the maximum limit described in this Subsection.

6. <u>No Obligation to Seek Further Employment; No Effect on Other Contractual Rights</u>.

(a) The Covered Employee shall not be required to seek other employment, nor shall any payment made under this Policy be reduced by any compensation received from other employment.

(b) The provisions of this Policy, and any payment provided for hereunder, shall not reduce any amounts otherwise payable, or in any way diminish the Covered Employee's existing rights, or rights which would accrue solely as a result of the passage of time, under any Plan, except to the extent set forth in Section 6(c).

(c) The following rules clarify the interaction of this Policy with the Bank's Severance Pay Plan ("SPP").

(i) If a Covered Employee becomes eligible to receive benefits under this Policy (*e.g.*, if the Covered Employee experiences a Compensated Termination), the Covered Employee shall be entitled to receive benefits under this Policy and not under the SPP, regardless of whether the Covered Employee would otherwise be eligible for benefits under the SPP.

(ii) If a Covered Employee becomes eligible for benefits under the SPP, but does not become eligible to receive benefits under this Policy, the Covered Employee shall be entitled to receive benefits under the SPP.

(iii) Notwithstanding subsection 6(c)(ii), if (A) a Covered Employee receives benefits under the SPP, and (B) the Covered Employee subsequently becomes eligible to receive benefits under this Policy, then the Covered Employee shall be entitled to receive the benefits contemplated by this Policy, but the total benefits received by the Covered Employee on account of both the SPP and this Policy may not exceed those contemplated by this Policy alone. Therefore, if the Covered Employee is entitled to receive any benefits under this Policy, such benefits shall be automatically reduced by the amount of benefits the Covered Employee received pursuant to the SPP.

7. <u>Successor to the Bank</u>.

(a) This Policy is binding upon the successors and assigns of the Bank. The Bank and its successors and assigns will require any successor or assign (whether direct or indirect, in a Reorganization, by operation of law, or otherwise) to all or substantially all of the business and/or assets of the Bank, to enter into a written agreement in form and substance satisfactory to the Covered Employee. In the written agreement, the successor and its assigns will expressly, absolutely and unconditionally assume and agree to perform this Policy in the same manner and to the same extent that the Bank would be required to perform it if no such succession or assignment had taken place. In such event, the Bank agrees that it shall pay or shall cause such employer to pay any amounts owed to the Covered Employee pursuant to Section 5.

As used in this Policy, "Bank" shall mean the Bank as hereinbefore defined and any successor or assign to its business and/or assets as aforesaid which executes and delivers the agreement provided for in this Section or which otherwise becomes bound by all the terms and provisions of this Policy by operation of law. If at any time during the term of this Policy the Covered Employee is employed by any corporation a majority of the voting securities of which is then owned by the Bank, the term "Bank" shall include such employer. Whether or not another entity becomes the successor or assign of the Bank under this Policy, the maximum amount which the Covered Employee may receive from all sources under this Policy in a Compensated Termination shall be the amounts set forth in Section 5.

(b) This Policy shall inure to the benefit of and be enforceable by the Covered Employee's personal and legal representatives, executors, administrators, successors, heirs, distributees, and legatees. If the Covered Employee should die while any amounts are still payable to him hereunder, all such amounts, unless otherwise provided herein, shall be paid in accordance with the terms of this Policy to the beneficiary designated by notice in writing executed by the Covered Employee and filed with the Bank, or failing such designation, to the Covered Employee's estate.

8. **Late Payment of Benefits.** Any payment made later than the time provided for in Section 5(a) for whatever reason, including, without limitation, the reasons set forth in Section 5(b), shall include interest at the Bank's cost of funds plus five percent (5%), which shall begin to accrue on the tenth (10th) day following the Covered Employee's Payment Determination Date.

9. **Employment Rights.** This Policy shall not confer upon the Covered Employee any right to continue in the employ of the Bank and shall not in any way affect the right of the Bank to dismiss or otherwise terminate the Covered Employee's employment at any time and for any reason with or without cause. This Policy is not intended (a) to be an employment agreement or (b) to define all aspects of the employment relationship between the Bank and the Covered Employee including, but not limited to applicable employment or benefit policies of the Bank. To the extent there is any conflict between the terms hereof and the terms of any employment or benefit policies of the Bank, the terms of this Policy shall control. Any payments or benefits to which the Covered Employee may be entitled under Section 5 will not constitute wages for work performed by the Covered Employee.

10. **Tax Withholding.** The Bank will withhold from any amounts payable to Covered Employee under this Policy to satisfy all applicable federal, state, local or other withholding taxes. All amounts payable under Section 5(a) are considered "wages" to be reported on Form W-2. The normal withholding rules for wages apply. The Bank will also withhold any excise taxes owed under Code Section 4999.

11. **Notice.** For purposes of this Policy, notices and all other communications provided for in the Policy shall be in writing and shall be deemed to have been duly given when delivered by hand, delivered by a nationally-recognized overnight courier service, or mailed by United States registered mail, return receipt requested, postage prepaid, as follows:

If to the Bank:

Federal Home Loan Bank of Indianapolis
8250 Woodfield Crossing Boulevard
Indianapolis, Indiana 46240
Attention: Chairman of the Board of Directors
With a copy to the President

If to the Covered Employee:

At the address on file with the Bank's Human Resources department

or such other address as either party may have furnished to the other in writing in accordance herewith. Any notice shall be effective upon receipt.

12. **Legal Fees and Expenses.** The Bank shall pay all reasonable legal fees and expenses which the Covered Employee may incur as a result of the Bank's contesting the validity or enforceability of this Policy or the calculation of amounts payable hereunder so long as the Covered Employee is wholly or partially successful on the merits or the parties agree to a settlement of the dispute.

13. **Term**. This Policy is effective upon its approval by the Board of Directors. The Human Resources/Compensation Committee will review this Policy, recommend any changes, and recommend Board approval at least once per calendar year. If the Human Resources/Compensation Committee does not act to approve, amend, or terminate this Policy in a calendar year, this Policy shall automatically renew for an additional 3 year period.

14. **Arbitration**.

(a) Disputes regarding this Policy are subject to the Federal Home Loan Bank of Indianapolis Agreement to Arbitrate by and between the Bank and the Covered Employee ("Arbitration Agreement"). No cancellation, replacement or modification to the arbitration procedures under the Arbitration Agreement shall be effective unless agreed to in writing by both the Bank and the Covered Employee. In the event of any conflict between the provisions of this Policy and the Arbitration Agreement, the provisions of this Policy shall control.

(b) If within thirty (30) days after any Notice of Termination is given, the party receiving such Notice of Termination notifies the other party that a dispute exists concerning the Termination, the parties shall promptly proceed to arbitration as provided in Section 14(a). Notwithstanding the pendency of any such dispute, the Bank shall continue to pay the Covered Employee his or her base salary and provide such other compensation and benefits, all as in effect immediately prior to the Notice of Termination. If it is determined that the Covered Employee is not entitled to any compensation under Section 5, the Covered Employee shall return all cash amounts to the Bank promptly following the date of resolution by arbitration, with interest thereon commencing as of the date of the resolution of the dispute by arbitration at the prime rate of interest as published by the *Wall Street Journal* from time to time. Any cash amounts paid to the Covered Employee pending the resolution of the dispute by arbitration shall offset any amounts determined to be due to the Covered Employee under Section 5.

15. **Miscellaneous**.

(a) No Waiver. No waiver by either party hereto at any time of any breach by the other party hereto of, or compliance with, any condition or provision of this Policy to be performed by such other party shall be deemed a waiver of similar or dissimilar provisions or conditions at the same or at any prior or subsequent time.

(b) Entire Policy. No agreements or representations, oral or otherwise, express or implied, with respect to the subject matter hereof have been made by either party which are not set forth expressly in this Policy.

(c) Governing Law. This Policy shall be governed by and construed in accordance with the laws of the State of Indiana (excluding conflicts of laws principles), except to the extent such law is preempted by the laws of the United States.

(d) Headings. Section or paragraph headings contained herein are for convenience of reference only and are not to be considered a part of this Policy.

(e) Validity. The invalidity or unenforceability of any provisions of this Policy shall not affect the validity or enforceability of any other provision of this Policy, which shall remain in full force and effect.

(f) Rescission of Prior Agreements. This Policy shall rescind and be in full replacement of any prior “Key Employee Severance Agreement” entered into between the Covered Employee and the Bank.

(g) Administration. This Policy shall be administered by the Chief HR & Diversity, Equity and Inclusion Officer. Interpretations and decisions by the Bank’s Chief HR & Diversity, Equity and Inclusion Officer regarding the application of this Policy, made in the Bank’s sole discretion, shall be final, provided the interpretations and decisions are consistent with the Bank’s authority under applicable federal and state law.

(h) No Discrimination. This Policy will be applied on a non-discriminatory basis without regard to race, color, religion, national origin, sex, age, sexual orientation, handicap, gender identity, genetic information, veteran’s status, parental status, pregnancy status, citizenship status, or mental or physical disability, and without regard to whether the employee has made charges, testified, assisted or participated in enforcement proceedings based on an otherwise unlawful employment practice, in accordance with federal law.

Exhibit 10.5
Board Approved
November 22, 2024

FEDERAL HOME LOAN BANK OF INDIANAPOLIS
SEVERANCE PAY PLAN

PURPOSE:

This Severance Pay Plan ("Plan") is intended to protect an employee(s) from financial hardships due to the loss of their job through no fault of their own. It is designed to provide income during a limited period while the employee looks for other employment and to compensate the employee for the loss of their employment with the Bank. It is nondiscriminatory and provides for payment of severance benefits to all eligible employees upon involuntary termination as provided for under the requirements of this Plan.

EMPLOYMENT STATUS:

This Plan applies to full-time and part-time employees. It does not apply to temporary, leased, internship or contract employees.

QUALIFYING EVENTS:

The following qualifying events will trigger an employee's right to severance benefits:

1. The elimination of a job or position.
2. A reduction in force.
3. A substantial job modification, to the extent the incumbent employee is no longer qualified for, or is unable to perform, the restructured job.
4. The reassignment of staff requiring the relocation by more than 75 miles of the employee's primary residence.
5. The termination of employment of an employee with the Bank resulting from the sale, merger or acquisition of the Bank by another entity.

SEPARATION CONTRACT

The receipt of severance benefits under this Plan is made expressly conditional on the separated employee's execution of a binding separation contract ("Separation Contract"). The Separation Contract will include an outline of the severance payments benefit granted under this Plan (in excess of two weeks' pay and other short-term benefit payments made by the Bank to terminating employees, which represents the binding consideration for obtaining the legal release), and Additional Benefits, if any, determined in accordance with the "Additional Benefits" provision below , and shall provide a general legal release by the employee of any claims against the Bank relative to the involuntary termination as well any other claims arising out of or relating to employment with the Bank. The waiver shall apply to all claims arising on or before the date the Separation Contract is to be executed. The Bank expressly reserves the right to negotiate additional conditions, including covenants not to compete, as appropriate on a case by case basis.

Employees who are age 40 or older shall, unless otherwise required by law, have a period of at least 21 days to consider the Separation Contract. In cases where an early retirement program is offered to a group or class of employees, the review period for employees age 40 or older will be extended to 45 days as required by the Older Workers Benefit Protection Act of 1990.

DISQUALIFYING EVENTS:

The following events will disqualify an employee from receiving severance benefits:

1. The acceptance of or refusal to accept a transfer of job assignment within the Bank which does not require relocation of the employee's primary residence as described above.
2. The acceptance of or refusal to accept new employment offered by the acquiring company (regardless of whether the job is voluntarily offered by the legal successor or triggered by the terms of the sale) for a generally comparable job position which does not require relocation of the employee's primary residence as described above.
3. Retirement from the Bank under conditions not involving elimination or termination of the job, including the acceptance of an early retirement incentive plan provided to a group of employees.
4. Voluntary termination of employment.
5. Involuntary termination of employment, "for cause," or "unacceptable job performance" as interpreted by the Bank. "For cause" terminations will generally disqualify an employee from receiving severance benefits. The Bank, however, reserves the right to use judgment on a case by case basis.
6. Failure to report back to the Bank upon expiration of an approved leave of absence during which the eligibility for severance occurs.
7. Resignation prior to a scheduled release date.

SEVERANCE BENEFIT PAYMENT:

Employees eligible for the Bank's severance benefit will be paid in a one-time, lump sum payment. All such payments are subject to Federal, State and other withholdings required by law.

SEVERANCE BENEFIT:

The severance benefit is based on the employee's level in the organization and number of years of service. Years of service with the Bank shall be continuous, unless otherwise waived by the Bank. The pay level used for calculation purposes is the employee's annual base pay in effect at the time of a qualifying event occurring.

SEVERANCE PAY SCHEDULE

LEVEL	# WEEKS BASE PAY PER YEAR OF SERVICE	MINIMUM	MAXIMUM
Nonexempt	2	2	26
Exempt	2	2	26
Associate Director thru Senior Director	2	4	52
Managing Director and above*	4	8	52

*If an employee has an agreement with the Bank, or is a participant under a Board-approved policy or program, that contains provisions for the payment of severance pay as a result of a qualifying event (such as a change of control), and payment under such agreement, policy, or program has been triggered as to the employee, the provisions contained in the agreement, policy or program shall control over the terms of this severance pay schedule.

TERMINATION DATE:

Employment is considered terminated on the employee's release date as specified by the Bank. Any payments received after that date are considered severance pay and are not considered salary.

BENEFITS:

Current COBRA requirements allow the terminating employee, at his or her option, to continue health insurance coverage for a specified period of time after termination. The employee is responsible for the payment of the premiums. The Bank will pay the employee in a lump sum payment the amount of such premiums for the time period applicable under the severance pay Schedule set forth in the table above, in addition to the severance pay.

Bank benefits will terminate according to the provisions of the respective benefit plans in effect on the employee's release/termination date. Accrued and unused annual vacation pay benefits, as of the date of the release, shall be paid in a lump sum in addition to the severance pay and insurance payment. The Bank will honor any previously approved tuition reimbursement program where the employee is attending classes in the current semester as of the date of the employee's termination. The Bank will waive any reimbursements required to be made by the employee to the Bank under any educational assistance program.

CLAIM REVIEW PROCEDURE:

If an employee, his/her dependent, or beneficiary objects to the Bank's determination of the amount of benefits to which he/she is entitled under this Plan, such person may, within sixty days following denial of the benefits for which he/she has applied, file with the Bank, a written claim objecting to the determination of the amount of his/her benefits payable under this Plan. The claimant or his/her representative may review Plan documents which relate to the claim and may submit written comments to the Bank, Attention: Chief HR & Diversity, Equity and Inclusion Officer. The Bank shall render a written decision concerning the claim not later than ninety days after receipt of such claim. If the claim is denied, in whole or in part, such decision shall include (a) the reason or reasons for the denial; (b) a reference to the Plan provision constituting the basis of the denial; (c) a description of any additional material or information necessary for the claimant to perfect his/her claim; (d) an explanation as to why such information or material is necessary; and (e) an explanation of the Plan's appeal procedure. The claim shall be deemed to be denied if no response is received by the end of the review period. The claimant may file with the Bank a written notice of appeal of the Bank's decision not later than sixty days after receiving the Bank's written decision. The Bank shall render a written decision on the appeal not later than sixty days after the appeal. Such decision shall include the specific reasons for the decision, including a reference to the Plan's specific provisions where appropriate. The Bank may extend the foregoing ninety- and sixty-day periods during which it must respond to the claimant by up to an additional ninety- and sixty- days respectively, if special circumstances beyond its control so require; provided that notice of such extension is given to the claimant prior to the expiration of the initial ninety- or sixty-day period, as the case may be.

After this claim review procedure is exhausted, the Bank's Mandatory Mutual Agreement To Arbitrate procedures for the Bank and employee shall control.

REEMPLOYMENT OPPORTUNITIES:

An employee subject to the provisions of this Plan may or may not be eligible for reemployment, at the Bank's discretion.

ADDITIONAL BENEFITS:

Additional pay or outplacement services, in the sole discretion of the Bank, may be granted to amicably resolve employment separations. These Additional Benefits, if granted, shall be detailed in the Separation Contract.

ADMINISTRATION/RESPONSIBILITIES:

This Severance Plan shall be administered by the Chief HR & Diversity, Equity and Inclusion Officer. Interpretations and decisions by the Bank's Chief HR & Diversity, Equity and Inclusion Officer regarding the application of this Plan, including determinations of job comparability under the Disqualifying Events section of this Plan, made in the Bank's sole discretion, shall be final, provided the interpretations and decisions are consistent with the Bank's authority under applicable federal and state law.

Division Heads are responsible for identifying and justifying, in writing, any reductions in force. Final approval of any reductions in force is required from the Bank's President-CEO (or if the position is vacant, the person(s) acting in that capacity and the Chief HR & Diversity, Equity and Inclusion Officer). Approvals of reductions in force or position eliminations resulting from the sale of the Bank or any of its business functions or divisions require the approval of the Board of Directors or its authorized delegates.

Bank managers are responsible for ensuring that the application of this Plan is made on a non-discriminatory basis without regard to race, color, religion, national origin, sex, age, sexual orientation, gender identity, genetic information, veteran's status, parental status, pregnancy status, citizenship status, or mental or physical disability, and without regard to whether the employee has made charges, testified, assisted or participated in enforcement proceedings based on an otherwise unlawful employment practice, in accordance with federal law.

The Bank reserves the right to amend, modify or terminate this Plan, in whole or in part, at any time it deems appropriate. This Plan does not, and is not intended to, create any contractual rights in favor of any employee or the Bank (unless a Separation Contract is offered to and executed by a particular employee and is accepted by the Bank). While the Bank may grant special consideration to affected employees, Bank management reserves the right to make any employment decision, at any time, deemed to be in the best interest of the Bank, and employment with the Bank may be terminated at any time, with or without cause.

All prior Severance Plans of the Bank are hereby rescinded.

The Severance Pay Plan was reviewed by resolution of the Board of Directors at its November 22, 2024 meeting, and shall be effective until amended or rescinded by the Board of Directors.

FEDERAL HOME LOAN BANK OF INDIANAPOLIS
BOARD OF DIRECTORS

By: Sharon Clifford
Its: Acting Corporate Secretary

Exhibit 31.1

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Cindy L. Konich, certify that:

1. I have reviewed this quarterly report on Form 10-Q of the Federal Home Loan Bank of Indianapolis;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2025

By: /s/ CINDY L. KONICH

Name: Cindy L. Konich

Title: President - Chief Executive Officer

Exhibit 31.2

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, Gregory L. Teare, certify that:

1. I have reviewed this quarterly report on Form 10-Q of the Federal Home Loan Bank of Indianapolis;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2025

By: /s/ GREGORY L. TEARE

Name: Gregory L. Teare

Title: Executive Vice President - Chief Financial Officer

Exhibit 31.3

Certification Pursuant to Section 302 of the Sarbanes-Oxley Act of 2002

I, K. Lowell Short, Jr., certify that:

1. I have reviewed this quarterly report on Form 10-Q of the Federal Home Loan Bank of Indianapolis;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

(a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
(b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
(c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
(d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

(a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
(b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: May 8, 2025

By: /s/ K. LOWELL SHORT, JR.

Name: K. Lowell Short, Jr.

Title: Senior Vice President - Chief Accounting Officer

Exhibit 32

SECTION 1350 CERTIFICATIONS

In connection with the quarterly report of the Federal Home Loan Bank of Indianapolis ("Bank") on Form 10-Q for the period ended March 31, 2025, as filed with the Securities and Exchange Commission on the date hereof ("Report"), each of the undersigned officers certifies, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Bank.

By: /s/ CINDY L. KONICH
Cindy L. Konich
President - Chief Executive Officer
May 8, 2025

By: /s/ GREGORY L. TEARE
Gregory L. Teare
Executive Vice President - Chief Financial Officer
May 8, 2025

By: /s/ K. LOWELL SHORT, JR.
K. Lowell Short, Jr.
Senior Vice President - Chief Accounting Officer
May 8, 2025