



First Front Door (FFD) Program

2021 Product Manual

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Description of Program

In 1995, the Federal Housing Finance Agency (Finance Agency) authorized the Federal Home Loan Banks (FHLBanks) to establish set-aside funds from their Affordable Housing Program (AHP) for homeownership programs. One of the major challenges to any potential homeowner is accumulating enough savings for down payment and closing costs. For low- to moderate-income families, this task can seem insurmountable.

The First Front Door (FFD) program was developed by the Federal Home Loan Bank of Pittsburgh (Bank) to address this funding need by providing a direct subsidy which can be used to help qualified low- to moderate-income homebuyers make down payments and pay closing costs. To access this FFD direct subsidy, a participating member¹ of the Bank (Member) must register qualified homebuyers into the FFD program during an open funding round, while such Member (or an affiliate² of such Member) works with the homebuyer to obtain first-mortgage financing (Mortgage). If approved, FFD program funds can help defray certain costs (as specified herein) the homebuyer will incur in connection with obtaining the Mortgage.

Through FFD, the Bank will match the homebuyer's contribution 3-to-1. For every \$1 of funding provided by the homebuyer, the Bank will provide \$3 in matching grant assistance, up to \$5,000. To be eligible for funding, homebuyers must complete a mandatory homeownership counseling program of at least four hours, which must include counseling on predatory lending, and meet all other contribution requirements.

The Bank makes funds available for FFD direct subsidies during its annual funding round (Funding Round) on a first-come, first-served basis for qualified homebuyers. Only Members registered to participate in the FFD program may apply for funding on behalf of their Homebuyers. Non-Member institutions that are affiliated with Members (e.g., Member-related mortgage brokers) can participate in the program with a cooperation agreement signed by both the enrolled Member receiving the FFD funds and the non-Member institution. Members enrolled in the program may also contact the Bank for marketing materials that can help promote the program with customers.

¹ FHLBank Pittsburgh members include thrift institutions, commercial banks, credit unions, insurance companies and other financial institutions that maintain a principal place of business in Delaware, Pennsylvania or West Virginia and meet the requirements of Bank membership. A list of current members can be found at <https://www.fhlp-pgh.com/members-list>.

² See the section of this Manual entitled "Cooperative Agreements for FFD Participation" for additional information, criteria, and requirements which must be met when FFD program funds are used in connection with permanent first-mortgage financing made by an affiliate of a Member.

Program Components

Eligible Homebuyers

Homebuyers who meet the below criteria (Homebuyers) are eligible to participate in the FFD program and benefit from the FFD direct subsidy (FFD Funding):

- With a household income at or below 80 percent of the area median income for the area in which they currently reside, as determined by household size, and based on the current year's income limits as published by the Department of Housing and Urban Development (HUD). HUD may publish or re-publish, income limits at any point; the Bank will use the most recent published guidelines to determine income;
- Who are first-time homebuyers, as defined below;
- Who complete the required counseling, as defined below;
- Who adhere to all rules and regulations governing the FFD program, including, without limitation those found in the Finance Agency's AHP regulations (at 12 CFR, Part 1291) (Regulations), the Bank's AHP Implementation Plan then-in effect when the FFD Funding is approved (Implementation Plan), and those described in this Manual, and any and all guidance relating to the FFD program (collectively, FFD Rules and Regulations); and
- Who receive a Mortgage through an enrolled FFD Member (or affiliate³ of a Member).

NOTE: Students (full-time or part-time) who are the primary Homebuyer, with no income or only part-time income are not eligible to participate in the FFD program and benefit from FFD Funding. Part-time income is defined as 30 hours per week or less. Please contact the FFD Program Manager directly to discuss any potential FFD Homebuyer who is a student.

Member Requirements

Only Members registered to participate in the FFD program may apply for funding to benefit Homebuyers. Members can, in turn, register to participate in the FFD program by submitting a Member Enrollment Form and FFD Member Agreement Form. Non-Member institutions that are affiliated with Members (e.g., Member-related mortgage brokers) can participate in the program with a cooperation agreement signed by both the enrolled Member receiving the FFD Funding and the non-Member institution.

FFD Funding is available on a first-come, first-served basis until the FFD program funds have been fully accounted for/reserved. The annual Member limit for FFD reservation usage is equal to 15 percent of the FFD total allocation available for that program year. FFD program usage is continually monitored. If FFD funds still remain four months after the round opening date, the Member limit will be lifted for the rest of the year and funds will be allocated to any Member, on a first-come, first-served basis, until all funds are exhausted.

³ See the section of this Manual entitled "Cooperative Agreements for FFD Participation" for additional information, criteria, and requirements which must be met when FFD program funds are used in connection with permanent first-mortgage financing made by an affiliate of a Member.

First-Time Homebuyer

For purposes of the FFD program, a “first-time homebuyer” shall mean an individual who has not owned a home within the past three years.

“First-time homebuyers” include:

- A person who has not owned a single-family home used as their primary residence in the last three years.
- This also includes, if purchasing jointly with other individuals, at least one person has not owned a single-family, primary residence in the last three years. Or;
- If an investment property is owned, the person is not living there and has not owned a single-family, primary residence in the last three years

The Member is responsible for verifying that the Homebuyer is a first-time Homebuyer and meets this definition. A credit report is the recommended verification document.

NOTE: In the event that a Homebuyer is separated from his/her spouse but not yet divorced, in addition to the requirements noted above, the Homebuyer must provide one of the following to evidence the separation in order to qualify individually as a first-time Homebuyer:

- Legal separation agreement
- Court papers filed for divorce
- Utility bills, lease agreements, or other documentation satisfactory to the Bank demonstrating two separate households for Homebuyer and separated spouse
- Other documents requested by the Bank

Separation must be disclosed at the time of reservation.

Homebuyer Contribution

The Homebuyer contribution amount is the amount paid by the Homebuyer, which is eligible for a 3-to-1 match by the Bank, up to a maximum of \$5,000, to assist with down payment and closing costs. This includes the deposit on sales contract, funds due at settlement and may include items paid outside of closing in conjunction with the mortgage, indicated as Paid Outside of Closing by the Borrower (POCB) on Closing Disclosure (as applicable under the TILA-6 RESPA rule defined below). (Please refer to the Eligible Uses of FFD Funds section below for further information on eligible items.) Pre-paid items for home repairs will not be considered as part of the Homebuyer contribution.

Cash gifts (i.e., gift funds) given to the Homebuyer for use in home purchase may be included in the Homebuyer contribution, so long as appropriate documentation (e.g., documented on the Closing Disclosure, a gift intent letter and/or a bank statement reflecting the gift deposit) are provided to the Bank.

The Homebuyer contribution amount is subject to the Bank’s approval and does not include any of the following:

- Seller assist funding (or other seller concessions)
- Gifts of equity;
- Proceeds from grants/subsidies;
- Proceeds from forgivable loans/other loans; or
- Any funding that is similar to any of those described in the preceding bullet points. The Homebuyer contribution amount is specified by the Member at the time the Member requests a Reservation

(as defined below) using the Online system and approved by the Bank as part of the Homebuyer registration process. Once the Homebuyer contribution amount is approved by the Bank, it cannot be increased.

Please note that funds paid to the Homebuyer at closing will reduce the Homebuyer contribution amount and could therefore affect the total FFD Funding the Homebuyer is eligible for.

Eligible Properties

Eligible properties are single-family, owner-occupied units that are intended as the primary residence of the Homebuyer at the time of program eligibility. Eligible structures are single-household units, townhouses, condominiums and modular homes. Units that are manufactured and transported to a specific location may be considered as an eligible property if the home is permanently affixed to a site. Mobile homes, such as campers and those established as transportation vehicles, are not eligible to benefit from FFD Funding.

NOTE: Duplexes (half owner-occupied and half renter-occupied) or any other type of investment properties are not eligible for FFD assistance.

Eligible Program Area

The FFD program can only be used when a Bank Member is providing the first mortgage; however, the program is **not restricted** to properties located in Delaware, Pennsylvania or West Virginia.

Household Income

In order to determine income eligibility for FFD Homebuyers, the Member must obtain verification of all income sources for all adult household Members (age 18 years or older), as well as benefits paid on behalf of minors in the household. In addition, income from non-inhabiting co-signers must also be included in the income calculation for the Homebuyer.

A household's income determination must be documented by third-party verification (pay stubs, social security documentation, etc.) for all income. Please see Appendix A for complete explanation of income guidelines.

Income Limits

FFD Homebuyers must have household income at or below 80 percent of the area median income level, as determined by household size, and based on the current year's income limits as published by HUD. To determine the income limits for a specific market area, please visit the HUD webpage at www.huduser.org/portal/datasets/il.html and select the most recent published income limit.

Applicable income limits are based on the applicants' current location, not the purchase property site.

FFD allows the use of HUD County or HUD State Income

Homeownership Counseling

All homeownership counseling must:

- Provide participants with a reasonable counseling curriculum that prepares them for homeownership, including the mandatory topic of predatory lending;
- Provide a minimum of four counseling hours;
- Provide accredited counseling from one of the sources described below via individual or group formats; and

- Be completed by at least one adult (age 18 and older) resident Homebuyer.

An approved homeownership counseling entity is one of the following:

- A counseling agency that is accredited by HUD, a State Government or State Housing Finance Agency (HFA), or the National Industry Standards for Homeownership Education and Counseling. For more information, please refer to the following resources:
 - HUD: <http://www.hud.gov/offices/hsg/sfh/hcc/hcs.cfm>
 - State Government or State HFA: please check with your state offices
 - National Industry Standards: www.homeownershipstandards.org/home/consumers.aspx
- A sponsoring Member providing an “in-house” homeownership counseling program that has prior approval from FFD Manager.
- The PHFA Online Homebuyer Education Course – a free course for Homebuyers obtaining a loan with a FICO score of 680 or above: www.phfatraining.org. Please note that while PHFA has a credit score recommendation, the Bank will accept this course for any Homebuyer regardless of FICO score.
- The eHome America online Homebuyer education and certification program – The Homebuyer must use the code given at end of the online program to print out a certificate, and then give the certificate to the sponsoring Member as evidence of completion. This is a fee-based offering. For additional information, please refer to www.ehomeamerica.org/eha.
- The HPN Frameworks online Homebuyer education and certification program. This is a fee-based offering. For additional information, please refer to www.frameworkhomeownership.org.
- Any other organization approved by the FFD Program Manager. Members can submit organizations for approval by completing the Counseling Agency Approval Form.

Homeownership counseling provided to Homebuyers prior to participation into the FFD program may qualify if the counseling was completed not longer than 18 months prior to FFD enrollment.

Members are responsible for certification of the above homeownership counseling requirements. As evidence of completion, Members should request that Homebuyers provide a completed Counseling Certification Form or letter/certificate with the appropriate information. Evidence of completion should be maintained in the Homebuyer’s mortgage file.

Member Concessions

Member concessions are some form of a tangible, measurable financial contribution(s) towards the Homebuyer’s mortgage to reduce the Homebuyer’s financial outlay.

Acceptable concession(s) may include, but are not limited to:

- Waived or reduced fees
- Waived or reduced points
- Reduced interest rates
- Reduction or elimination of other items that lower the Homebuyer’s financial outlay
- Application and underwriting fees that, when combined, are equal to or less than \$550
- Other concessions as approved by the Bank

At least one concession must be awarded to each Homebuyer at or prior to settlement. If the agreed upon concession(s) is not awarded to a specific Homebuyer, the Bank reserves the right to determine whether any alternative concessions are equivalent to the agreed upon concession(s) and whether the Member receives reimbursement (in the form of FFD Funding) for funds advanced to the Homebuyer.

Failure to provide the concession(s) may result in the Member not receiving reimbursement (in the form of FFD Funding) for funds advanced to the Homebuyer.

In order for Members to respond to market demand and changing economic conditions, and to ensure delivery of quality products and services, concessions may be adjusted during the calendar year. A request for adjustments must be sent to the Bank and must include a detailed explanation of the intended change. Adjustments or changes cannot be implemented until approval is received from the Bank. Any reimbursement request received before concessions.

Retention Period

All FFD Homebuyers must execute the First Front Door Real Estate Retention Agreement (“Retention Agreement”; specified in the “Retention Requirement” section of this Manual). The Retention Agreement must be recorded/indexed against the property benefitted by the AHP Funds (Property) and imposes certain restrictions on the use of the Property (as required by the Regulations) for a period of five-years from the date of the closing/settlement of the Property (the Retention Period).

Should the Member be required to complete a “certificate of residence” for recording, the Bank has no legal objection. In this regard, the “certificate of residence” can be added to the end of the Retention Agreement.

Please see the Retention Requirement section of this Manual for more information, including a copy of the First Front Door Real Estate Retention Agreement.

Mortgage PITI (Principal, Interest, Taxes, Insurance)

If the mortgagor’s PITI exceeds 35 percent of the FFD program calculated monthly household income, the Bank will request additional information to explain the ability of the Homebuyer to maintain the home as a principal residence.

The Member will be required to certify that a PITI over 35 percent meets the underwriting standards of their financial institution.

Real Estate Settlement Procedures Act (RESPA)

It is the responsibility of the Member to comply with the RESPA rules and regulations for all FFD transactions. More information can be obtained from www.consumerfinance.gov.

Home Ownership and Equity Protection Act (HOEPA)

It is the responsibility of the Member to disclose any HOEPA loan, defined as a high-rate, high-fee home loan. This information must be reported in the Funds Distribution that Members are required to complete to receive reimbursement in the form of an FFD Funding. More information can be obtained from www.consumer.ftc.gov/articles/0246-high-rate-high-fee-home-loans or www.cfpb.gov.

Integrated Mortgage Disclosures Under Real Estate Settlement Procedures Act (Regulation X) and the Truth in Lending Act (Regulation Z) (78 FR 7973, Dec. 31, 2013) (TILA-RESPA rule)

It is the responsibility of the Member to comply with the TILA-RESPA rules and regulations issued by the Consumer Financial Protection Bureau for all FFD transactions. The TILA-RESPA rule became effective on Oct. 3, 2015. More information can be obtained from www.consumerfinance.gov.

Homebuyer Contribution

FFD reimbursement is based on the documented Homebuyer paid expenses from the Closing Disclosure (CD). The Homebuyer contribution is calculated by the following formula:

Earnest Money +
Gifts of Cash (if documented as a line item on the CD) +
Items Paid Outside of Closing (POCB) +
Cash to Close From Homebuyer -
Cash to Close To Borrower (if applicable)
= Homebuyer Total Contribution

The Homebuyer total contribution is matched on a 3:1 ratio – \$3 in FFD funds for every \$1 contributed by the Homebuyer – up to a maximum of \$5,000.

When documenting FFD eligible use types not disclosed on the CD, a copy of invoice and evidence of payment are required to demonstrate the Homebuyer funds were used.

If an overpayment of the POCB is listed on the Closing Disclosure (as applicable under the TILA and RESPA regulation), the POCB will be reduced unless documentation is provided, such as a copy of the Homebuyer payment, to substantiate that they are Homebuyer funds.

Eligible Uses of FFD Funding

FFD Funding may be used to benefit Homebuyers in the following ways:

- For down payment or principal reduction on an eligible property.
- For Homeownership counseling fees, if such fees are incurred in connection with the counseling of Homebuyers who purchase an Affordable Housing Program/First Front Door-assisted unit and such fees have not been paid for, or reimbursed by, another funding source, including the Member. In addition, the cost must be substantiated on the Closing Disclosure (as applicable under the TILA-RESPA rule) as POCB, or by copy of a check, credit card statement or receipt verifying the charge and name of counseling entity.
- For the following closing/settlement costs:

Items Connected with the Loan

Appraisal fees
Assumption fee
Credit report
Lender inspection fee
Loan discount
Loan origination fee
Mortgage insurance application fee
Advanced payment items
Hazard insurance premium
Interest
Mortgage insurance premium

Reserves

Annual assessments
City property taxes
County property taxes
Hazard insurance
Mortgage insurance
School tax

Title Charges

Abstract or title search
Attorney's fees
Deed preparation
Document preparation
Endorsement
Notary fees
Settlement or closing fee
Title insurance
Title examination
Title insurance binder

Government Recording/Transfer Charges

City/county transfer charges
State transfer charges
Recording fees

Additional Settlement Charges

Environmental inspection (lead, radon, etc.)
Flood certificate
Home inspection
Mortgage survey
Pest inspection
Pest treatment
Survey cost
Home warranty

Ineligible Uses of FFD Funds

FFD Funding cannot be used to (i) make repairs to a property; (ii) in any manner which would result in the Homebuyer receiving cash back at closing/settlement in excess of \$250; or (iii) in any way that violates the FFD Rules and Regulations.

Mortgage Settlement Costs

The FFD program requires that the rate of interest, points, fees and other charges for all loans made in connection with the FFD program/FFD Funding shall not exceed a reasonable market rate of interest, points, fees and other charges for loans of similar maturing, terms and risk. The Member is responsible for certifying this information in its FFD Funding disbursement request (which is submitted through the FFD Online system).

Cash Back at Closing

The Member cannot use FFD Funding in any manner which would cause the Homebuyer to receive more than \$250 in cash back at loan closing/settlement. If there are unintended leftover funds, any additional funds above \$250 must be used to reduce the principal amount of the Mortgage or be applied as a credit toward the Homebuyer's monthly mortgage loan payments, and must be evidenced by appropriate documentation.

NOTE: Any funds paid to the Homebuyer at closing will reduce the Homebuyer's contribution. Members should verify that sufficient funds are secured for the Member's 3-to-1 match before the Homebuyer receives any funds back at closing.

Cooperative Agreements for FFD Participation

A Member can participate in the FFD program even though the Mortgage is being made by an affiliate (e.g., Member-related mortgage brokers) if the entity is affiliated with the Member (e.g., subsidiary, parent or sister company) and the Member executes a Cooperation Agreement. The Cooperation Agreement is submitted through the enrollment process or submitted by the Member prior to Homebuyer enrollment. The Member receives the FFD Funding and may, in turn, distribute them to the non-Member institution with which they have entered into an approved Cooperation Agreement.

Mortgage Partnership Finance[®] Program and FFD Usage

Members may participate in the FFD program in conjunction with the Bank's MPF[®] Program. The maximum total-loan-to-total-value (first mortgage plus the FFD Funding and any subordinate financing, if applicable) ratio for FFD loans is 105 percent.

FFD Use with Other Programs

Members may participate in the FFD program in conjunction with other programs/products as long as the requirements of the other funding sources do not violate the guidelines set forth in this manual.

FHLBank Pittsburgh EIN Number: 25-6001324

HUD ID Number: 90109

Other

The Bank should not be listed as mortgagee/additional insured on any homeowner's insurance policy affiliated with the Property benefitted by the FFD Funding.

Process for Members to Request FFD Reservation, Receive FFD Subsidy, and Ongoing Monitoring

Requests for FFD Funding are accepted from current Bank Members using the FFD Online system. Once the Bank receives such FFD Funding request, it is referred to as a "Reservation". A Reservation will generally be reviewed within 10 business days after the Member submits all required information. Reservations are processed on a first-come, first-served basis. During its review of the Reservation, the Bank will determine the eligibility of the Reservation/disbursement request.

NOTE: If a clarification is requested by the Bank, the Reservation will be deemed to be incomplete, and therefore will not be in the queue to be reviewed until the requested clarification/additional information is received by the Bank. Once such clarification is submitted, the application will be reviewed within 10 business days. (The Member must provide the Bank with the requested information within 45 days of the information request from the Bank using the FFD Online system. If a response is not submitted within such time frame, the Reservation will be deemed incomplete and ineligible for additional review. In such situation, if the Member wishes to move forward with that particular Reservation, the Member may submit a new reservation if the Funding Round is still open and FFD funds remain.)

Importantly, a Reservation cannot be transferred from one Member to another. Accordingly, if a Homebuyer decides to work with a financial institution other than the Member which submitted the Reservation, the original Reservation must be withdrawn by the Member and the Homebuyer's new financial institution must submit a new request for FFD Funding for such Homebuyer.

After a Reservation is approved (Approval), the Member should advance an amount equal to the approved FFD Funding amount to the Homebuyer at the time of Property closing/settlement. Closing/settlement must occur within 180 days of the Member receiving the Reservation (Reservation Period). It is the Member's responsibility to monitor the Reservation Period and communicate with the Bank if there are any issues with submitting for reimbursement by the grant expiration date. Upon request, in limited circumstances when closing/settlement is delayed and a valid sale agreement for the Property is in place, the Bank may, in its sole discretion, issue an exception to this requirement and approve closing/settlement for the Homebuyer/Property benefitted by the Reservation outside of the Reservation Period.

Importantly, closing/settlement must occur only after Approval so as to ensure Members will be reimbursed with FFD Funding for the funds they advance to the Homebuyer. (Members advancing funds prior to receiving Approval acknowledge the Bank may not be able to reimburse them for such advance.) Upon request, in limited circumstances, the Bank may, in its sole discretion, issue an exception to this requirement and allow closing/settlement which occurred before the Bank extended the Reservation for such Homebuyer/Property.

After closing/settlement, the Member must complete a disbursement request (which is submitted through the FFD Online system) to receive the Approved Reservation's FFD Funding. The FFD Funding, in turn, shall constitute reimbursement for the funds advanced to the Homebuyer at closing/settlement.

If in the event the Reservation expires before the Member completes the disbursement request, the Member may request the file be reversed back to an approved status. All approvals of these requests are at the sole discretion of the Bank.

Members receiving FFD Funding are responsible for complying with all requirements outlined in this Manual and the FFD Rules and Regulations with respect to the property/Homebuyer benefitted by the FFD Funding.

Retention Requirement

Each Homebuyer benefitted by FFD Funding must execute the First Front Door Real Estate Retention Agreement, which has been prepared by the Bank (Retention Agreement). A copy of this Retention Agreement is attached as Appendix B, and a fillable PDF version is available on the FFD online product page at www.fhfb-pgh.com/ffd.

The Member is responsible for ensuring the Retention Agreement is executed and recorded/indexed against the Property. Any recording fees incurred in the recording of a Retention Agreement are the responsibility of the Member (such fees may be passed on to the Homebuyer).

Expiration of Five-Year Retention Period

It is the Member's responsibility to satisfy any FFD Retention Agreement after the Retention Period has expired or as otherwise may be required to comply with the FFD Rules and Regulations. Members should note that the Retention Agreement has been drafted to automatically terminate by its own terms, without any further action by the Member or the Bank (including the need to file a satisfaction piece) at the end of the applicable retention period. Any satisfaction recording fees are the responsibility of the Member (such fees may be passed on to the Homebuyer).

Denial of Funds Distribution

If a Member does not receive reimbursement in the form of FFD Funding for funds advanced to the Homebuyer (due to reasons such as a lack of compliance with the FFD Rules and Regulations), it is the responsibility of the Member to satisfy the Retention Agreement executed by the Homebuyer and recorded/indexed against the Property, as it no longer applies to the transaction.

Sale, Refinance and Foreclosure Within the First Five Years

If during the Retention Period, there is a sale, transfer, assignment of title or deed, or refinancing of a Property (Transfer Events), the FFD subsidy may have to be repaid to the Bank per the Regulations. As such, the Bank must be notified of any Transfer Event affecting a Property which has benefitted from an FFD Funding during the Retention Period. More information on the effect of such Transfer Events is described below.

Refinancing a Property which has Benefitted from FFD Funding

If a Property is refinanced during the Retention Period, the FFD Retention Agreement must remain recorded/indexed against such Property (it can be subordinated to new mortgages including those securing home equity lines of credit). Following a refinance, repayment of the FFD Funding is not required if the Retention Agreement remains on the Property after such refinance. If, however, the Retention Agreement is required to be satisfied as part of the refinance, repayment of the FFD Funding may be due per the Regulations. In such scenario, the Bank, in accordance with the Regulations, will perform the specific repayment calculation to determine the actual repayment amount (if any) is due as a result of the refinance. (See below for instruction on how the Member can request an FFD repayment calculation be made.) While the obligation to repay the FFD Funding is the responsibility of the Member and must be promptly remitted to the Bank, the Member may seek reimbursement from the Homebuyer.

Drafting and executing documents relating to satisfaction of the Retention Agreement or subordination requests are the responsibility of the Member.

Sale of a Home Benefitted by an FFD Funding

Consistent with the Regulations, if a Property is sold (or the title is transferred or assigned) during the Retention Period, repayment of the FFD Funding may be due, based upon the Homebuyer's net proceeds from such transaction exceeding \$2,500. In such scenario, the Bank, in accordance with the Regulations, will perform the specific repayment calculation to determine the actual repayment amount (if any) is due as a result of the sale. (See below for instruction on how the Member can request an FFD repayment calculation be made.) While the obligation to repay the FFD Funding is the responsibility of the Member and must be promptly remitted to the Bank, the Member may seek reimbursement from the Homebuyer.

NOTE: Generally speaking and consistent with the Regulations, if the Property is being sold to a "low- or moderate-income household" (i.e., households at or below 80 percent of HUD area median income as determined using household income documents or the U.S. Department of Housing and Urban Development's HOME Investment Partnership Program and Housing Trust Fund (HTF) homeownership value limits as the proxy), the FFD Funding will not need to be repaid. This will be determined by the Bank with the repayment calculation.

Foreclosure or Deed in Lieu of Foreclosure of a Home with an FFD Grant or Death of FFD Recipient

Consistent with the Regulations, during the Retention Period, the obligation to repay the FFD Funding will terminate upon the occurrence of (i) any event of foreclosure affecting the Property; (ii) transfer of the Property by a deed-in-lieu of foreclosure; (iii) an assignment of the Mortgage on the Property to the Secretary of HUD (assuming the FFD Grant is used in conjunction with FHA financing); or (iv) the death of the Homebuyer (or all Homebuyers, if more than one).

The Bank's FFD Program Manager must be notified of any death or pending foreclosures or deeds in lieu of foreclosure. Documentation of proof may be requested by the Bank.

FFD Funding Repayment Calculation Request and Methodology

For transactions requiring FFD Funding repayment, the following process will apply:

1. Upon learning that a transaction may require FFD Funding repayment (including, for example, upon the occurrence of certain Transfer Events), the Member shall timely request that the Bank perform a FFD Funding repayment calculation by submitting the AHP-FFD Repayment Form and any other required documents noted on such form to the Bank..
2. After receiving the AHP-FFD Repayment Form, the Bank will review it (and other required documentation such as the CD for the present transaction), in order to determine the amount (if any) of the FFD Funding must be repaid due to the present transaction.
3. The Bank will then inform the Member via e-mail if any repayment is due as a result of the present transaction.
4. The repayment amount specified by the Bank must be promptly remitted to the Bank.

NOTE: While the obligation to repay the FFD Funding is the responsibility of the Member and must be promptly remitted to the Bank, the Member may seek reimbursement from the Homebuyer.

The Bank's repayment calculation will be done in accordance with the Regulations (see, 12 C.F.R § 1291.15). In this regard, repayment will generally be due when the net proceeds from a given transaction exceeds \$2,500. Consistent with the Regulations, the calculation of net proceeds generally takes into account the difference between the original purchase price of the particular property and the current sales price of the property/refinanced mortgage amount and is further subject to (1) reduction for time elapsed since the time the Homebuyers benefitted from the FFD subsidy; and (2) other factors prescribed in the Regulation.

Document Retention, Reporting and Monitoring

Document Retention

The following documents are required to be maintained by the Member for the duration of the Retention Period:

- Recorded Retention Agreement
- Final settlement statement or CD
- Income documentation for entire Homebuyer household and co-signer, if applicable
- First-time Homebuyer documentation (credit report)
- Homebuyer counseling verification (form, letter or

Reporting Requirements for Members

In general, no additional reporting is required of Members, except in the following situations:

- The Bank must be notified in the event of a refinancing, sale, death, foreclosure or deed in lieu of foreclosure of the FFD-assisted home during the five-year retention period.
- The Bank must be notified in writing in the event of any material misstatement, misrepresentation or omission in connection with the award of any FFD Funding that the Member becomes aware of through its underwriting and monitoring practices.

- Upon request, Members must provide the Bank with all information, documentation and/or other assistance reasonably requested by the Bank in such circumstances, such as copies of first-mortgage documentation, income documentation and first-time Homebuyer documentation.

Monitoring

On an annual basis, the Bank will review a five percent sample of the then-existing Approved Reservations still within the Retention Period per Member (maximum of 15 and minimum of two or, in cases of only one submission, one). The Bank will collect proof of the recorded Retention Agreements, but may request other documentation if it is deemed necessary to perform this monitoring review.

APPENDIX A: AHP and FFD Income Guidelines



Income Guidelines Affordable Housing Program (AHP) and First Front Door (FFD)

These income guidelines apply to FHLBank Pittsburgh's AHP and FFD programs.

Please ensure that you are referring to the applicable program guidance within this document, as variations in requirements may exist.

1. Income Guidelines

FHLBank will use the following income guidelines to verify household income and subsequently to determine a household's eligibility to participate in AHP or FFD.

- a. Annual household income, as defined within the U.S. Department of Housing and Urban Development's (HUD's) 80% area median income (AMI) regulations in the Code of Federal Regulations. **Asset income, such as interest from savings accounts, is not included in the calculation of income.**

AHP: Income is adjusted for family size based on the county/state in which the AHP project is located.

FFD: Income is adjusted for family size based on the county/state in which the homebuyer currently resides.

- b. For purposes of tax reporting to the Internal Revenue Service, it is acceptable to use the previous year's federal income tax returns to demonstrate income. Tax returns will only be accepted within the first three calendar months of the new year, unless the income is for a self-employed person. It is not acceptable to use W-2 forms or year-end benefits statements, unless they are reported on an accompanying tax return.
- c. Income documentation requirements set forth in this document serve as a guide. Additional documentation may be required at the discretion of FHLBank.

2. Income Limits

HUD publishes [median income information](#) for the United States on an annual basis. These income limits will be used to determine whether a household's income is at or below 80% AMI. If a household's income is less than the published AMI category of 80%, it may be considered eligible. If a household's income is greater than the 80% published AMI category, it will be considered ineligible. This AMI category is visible on both the AHP and FFD income screens in the AHP Online and FFD Online systems.

AHP:

- Rental projects must use the county income limits.
- Owner-occupied projects may use county or state income limits.

FFD:

- Either county or state income limits may be used.

3. Income Targeting for AHP Projects

For AHP projects, the HUD published AMI Categories will be used to determine a household's income targeting. HUD publishes the AMI limits based on household size at 30%, 50% and 80%. While HUD does not publish the 60% income limit, HUD determines the 60% AMI limit category based on family size, using 120% of the Very Low-Income Limit (50%).

All AHP-assisted households that are income qualified on or after June 1, 2020, must use the 50%, 60% or 80% AMI Categories adjusted for household size to determine income targeting.

50% AMI Example: A two-person household with gross annual income of \$20,000 living in Allegheny County, Pennsylvania.

Review the HUD published AMI Categories based on household size to determine the household's income targeting:

- Less than or equal to 50% AMI
- Greater than 50% and less than or equal to 60% AMI
- Greater than 60% and less than or equal to 80% AMI

Using the HUD AMI Categories in the screenshot below, the example household's income targeting is considered less than or equal to 50% AMI category, as the income of \$20,000 does not exceed the 50% AMI limit of \$33,200 for a two-person household.

If the household income is greater than the 50% AMI limit category but less than the 80% AMI limit category, the 60% AMI limit will need to be calculated to determine if the household's income targeting is greater than 50% and less than or equal to 60% AMI, or greater than 60% and less than or equal to 80% AMI. This is performed by multiplying the 50% AMI limit by 1.2 to arrive at the 60% AMI limit.

60% AMI Example: A two-person household with gross annual income of \$35,000 living in Allegheny County, Pennsylvania. Using the HUD AMI Categories in the screenshot below, the example household's income targeting is considered greater than 50% and less than or equal to 60% AMI category, as the income of \$35,000 does exceed the 50% AMI limit of \$33,200 for a two-person household but does not exceed the 60% AMI limit of \$39,840 (\$33,200 x 1.2) for a two-person household.

FY 2020 Income Limit Area	Median Family Income Explanation	FY 2020 Income Limit Category	Persons in Family							
			1	2	3	4	5	6	7	8
Pittsburgh, PA HUD Metro FMR Area	\$83,000	Very Low (50%) Income Limits (\$) Explanation	29,050	33,200	37,350	41,500	44,850	48,150	51,500	54,800
		Extremely Low Income Limits (\$)* Explanation	17,450	19,950	22,450	26,200	30,680	35,160	39,640	44,120
		Low (80%) Income Limits (\$) Explanation	46,500	53,150	59,800	66,400	71,750	77,050	82,350	87,650

4. Income Timeframe

Household income is based on income at time of review, per the following, and projected over a 12-month period.

FFD: Income is determined at the time the household is qualified for participation in the program.

AHP: For all owner-occupied projects, income is determined at the time the household is qualified for participation in the program. For rental projects, income is determined as of the date the unit was originally occupied by the household ("move-in" income). For projects involving the purchase or rehabilitation of rental housing that is already occupied, income is determined at the time the application is submitted to FHLBank. Do not recertify income for subsequent years once the household is already qualified.

5. Income Verification

In order to determine income eligibility, obtain verification of all income sources for all adult (aged 18 and older) household members, as well as benefits paid on behalf of minors in the household.

A household's income determination cannot occur until third-party verification of all income has been obtained. A household is defined as everyone who lives in the unit, except live-in aides, foster children or foster adults.

In instances where there is a non-occupying co-borrower, the non-occupying co-borrower's income is required when determining income eligibility for the household even if the co-borrower will not reside in the household. The non-occupying co-borrower's income must be added to the total household income, but the household size remains only those residing in the household.

A person aged 18 and older who resides in the household but has no income must complete a Zero-Income Certification Form.

6. Income Calculations and Calculation Forms

If employer pay stubs, verification of employment (VOE), or seasonal income are used to calculate household income, the income must be projected using both the annualized base pay calculation and the income average calculation. The larger of the two figures must be used in determining the total household income. When calculating self-employment income, the income average calculation must be used. All other income – such as social security benefits, pension and child support – should be calculated using the monthly amount to annualize by the frequency.

Income Average Calculation

This method takes the year to date (YTD) gross earnings from the most recent pay stub, then divides the earnings by the number of pay periods to date since the beginning of the year (or the hire date, if documentation is provided that the individual was hired in same year). The result is the average earnings per week. This is then multiplied by the total possible pays per year.

Example: \$5,000 (YTD gross earnings) / 10 (pay periods since beginning of year) = \$500 (average earnings per week) x 26 (total possible pays per year) = \$13,000 (income average total)

Annualized Base Pay Calculation

This method averages the total gross pay of three consecutive pay stubs. The average weekly earnings figure is then multiplied by the total possible pays per year.

AHP Projects Awarded in 2019 or After

- For owner-occupied household income calculations, the current [FFD/AHP Income Workbook](#) must be utilized and supported by third-party income documents, as outlined in the Annual Income Inclusions section below.
- For rental household income calculations, the current [AHP Income Calculation Form](#) must be used and supported by third-party income documents, as outlined in the Annual Income Inclusions section below. The calculation of income must be completed in accordance with the Income Guidelines and must be clearly documented so that the calculation can be easily recalculated and confirmed by FHLBank.

AHP Projects Awarded Through 2018: For all household income calculations, the current [AHP Income Calculation Form](#) must be used and supported by third-party income documents, as outlined in the Annual Income Inclusions section below. The calculation of income must be completed in accordance with the Income Guidelines and must be clearly documented so that the calculation can be easily recalculated and confirmed by FHLBank.

FFD: For all household income calculations, the current [FFD/AHP Income Workbook](#) must be used and supported by third-party income documents, as outlined in the Annual Income Inclusions section below. The calculation of income must be completed in accordance with the Income Guidelines and must be clearly documented so that the calculation can be easily recalculated and confirmed by FHLBank.

7. Annual Income Inclusions

The following sources of income are to be **included** when calculating a household's annual income:

- a. The gross amount (before any payroll deductions) of wages and salaries, overtime pay, commissions, fees, tips, bonuses and other compensation for personal services of all adults in the household, except that of full-time students earning in excess of \$480 annually. See the section below for details on calculating overtime pay, commissions, fees, tips and bonuses.
 - **FFD:** If pay statements are being used to calculate income, three consecutive pay statements are required and must be dated no later than two months prior to the Reservation submission date. If a Verification of Employment (VOE) is being used, it must be completed in its entirety by the employer. Other documentation may be requested by the Bank.
 - **AHP Owner-Occupied Projects Awarded 2019 or After:** If pay statements are being used to calculate income, three consecutive pay statements are required.
 - **AHP Owner-Occupied Projects Awarded Through 2018 and AHP Rental Projects:** If pay statements are being used to calculate income, three consecutive pay statements are strongly recommended.
- b. Income or salaries received from a household-owned business. This is to be calculated based on the average net income for the two most recent years, and as substantiated by federal income tax returns that include the business's profit and loss statement.
- c. Net income, salaries and other amounts distributed from a business. The two most recent years of federal income tax returns must be provided.
- d. The **gross amount** (before deductions for Medicare, etc.) of periodic Social Security payments. This includes payments received by adults on behalf of minors or by minors for their own support.
 - If Social Security is reducing a household's benefits to adjust for a prior overpayment, use the amount remaining after the adjustment.
 - Do not "gross-up" social security benefits.
 - The Social Security statement must be from the calendar year in which the household was qualified.
- e. Annuities, insurance policies, retirement funds, pensions, disability or death benefits, and other similar types of periodic receipts.
- f. Lump-sum payments received because of delays in processing unemployment, welfare or other benefits. This does not apply to a lump-sum payment for the delayed start of Social Security payments.
- g. Payments in lieu of earnings, such as unemployment and disability compensation, workers' compensation or severance pay. Any payments that will begin within the next 12 months must be included.
- h. Welfare assistance:
 - If the payment includes an amount specifically designated for shelter and utilities, and the welfare agency adjusts that amount based upon what the household is currently paying for shelter and utilities, special calculations are required.
 - If the welfare agency is reducing the household benefits to adjust for a prior overpayment, the amount remaining after the adjustment must be used.
- i. Alimony and child support. The court-ordered amount will be used to calculate income. In some circumstances, documentation showing six months of actual payments may be requested to determine actual support received.
- j. All regular pay, special pay and allowances (except hazardous duty pay) paid to a member of the Armed Forces who is a household member, spouse or head of household (whether living in the dwelling or not).

- k. Lottery winnings paid in periodic payments.
- l. Recurring monetary contributions or gifts regularly received from persons not living in the unit (including rent or utility payments regularly paid on behalf of the household).
- m. Relocation expenses and yearly bonuses.

8. Annual Income Exclusions

The following sources are to be **excluded** when calculating a household's annual income:

- a. Employment income of children under the age of 18 years, including foster and adoption subsidies. Employment income of full-time students 18 years and older (except head of household and spouse) in excess of \$480 annually is also to be excluded.
- b. Food stamps, Meals on Wheels or other programs that provide food assistance, or groceries provided by persons not living in the household.
- c. Checking accounts and savings accounts.
- d. Interest, dividends and other income from net household assets.
- e. Grants received specifically for:
 - An auxiliary apparatus for a person with a handicap or disability
 - Expenses for attendant care provided by someone other than a household member who is living in the household
 - Medical expenses
 - A set-aside for use under a Plan to Attain Self Sufficiency (PASS) and excluded for purposes of Supplemental Security Income (SSI) eligibility
 - Out-of-pocket expenses for participation in publicly assisted programs, including special equipment, clothing, transportation, childcare, etc.
- f. Income associated with persons who live in the unit but are not household members.

This includes:

 - Payments received for care of foster children and foster adults
 - Income of live-in attendants
- g. All amounts for student financial assistance, including tuition reimbursement by an employer.
- h. Hazardous duty pays to a household member who is in the military.
- i. Lump-sum additions to household assets, such as inheritances, cash from sale of assets, one-time lottery winnings, insurance settlements under health and accident insurance, and workers' compensation, including:
 - Relocation payments received under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
 - Allotment value of coupons made under the Food Stamp Act of 1977
 - Payments received under the Domestic Volunteer Service Act of 1973 (e.g., employment through VISTA, Retired Senior Volunteer Program, Foster Grandparents Program, youthful offender incarceration alternatives and senior companions).
 - Payments, rebates or credits received under the federal Low-Income Home Energy Assistance Program, including winter differentials given to the elderly.
 - Payments received under programs funded in whole or in part under the Job Training Partnership Act (e.g., employment and training programs for Native Americans and migrant and seasonal farm workers, Job Corps, employment programs for veterans, state job training programs or career intern programs).

- Student loans, regardless of how the funds are used.
 - Scholarships funded under Title IV of the Higher Education Act of 1965, including awards under the Federal Work-Study Program or under the Bureau of Indian Affairs student assistance programs or veterans benefits, which are made available to cover the costs of tuition, fees, books, equipment, materials, supplies, transportation and miscellaneous personal expenses. Examples include Pell Grants, Supplemental Opportunity Grants, State Student Incentive Grants, College-Work Study and Byrd Scholarships.
- j. Amounts received by a person with a disability that are set aside for use under a Plan to Attain Self-Sufficiency (PASS).
 - k. Resident services stipends of \$200 per month or less, received for performing services for the project owner that enhance the quality of life in an assisted-housing development, such as lawn maintenance, coordination of project activities, etc.
 - l. Adoption assistance payments in excess of \$480 annually per adopted child.
 - m. State homecare payments to families with developmentally disabled children or adults who live in the home.
 - n. Compensation received under a state or local employment-training program or from a program that trains residents to work as management staff. This exclusion only covers compensation received while the resident participates in the training program, and the duration of training must be for a limited period of time determined in advance.

9. Calculating Overtime Pay, Commissions, Fees, Tips and Bonuses

In the case of overtime pay, commissions, fees, tips and bonuses, it is important to clarify whether such types of income are sporadic or a predictable component of an employee's income. If it is determined that a household has earned predictable income payments and will continue to earn overtime pay, commissions, fees, tips and bonuses on a regular basis, these amounts must be included in the projected household income.

Predictable: Regular and recurring payments of overtime pay, commissions, fees, tips and bonuses, as verified by a person's employer and received in a consistent and steady manner.

Sporadic: Irregular payments for overtime pay, commissions, fees, tips and bonuses, as verified by a person's employer and received in an erratic and unbalanced manner, such as seasonal overtime.

For sporadic overtime or other such payments, including bonuses, the employer must provide documentation that the continuation of the income type is not guaranteed and the reason why.

For example, a one-time bonus based on performance of the previous year is not guaranteed to occur in the current year. The employer can provide documentation stating that the "bonus of \$XX is not guaranteed to occur again, as it was based off of performance metrics." The same would apply to overtime that was worked due to a seasonal need or a specific scenario that is not guaranteed to occur again during the remainder of the year.

If these documents are provided, the income will be calculated as a one-time lump sum payment and will not be annualized. However, without proper documentation, this income will be annualized.

10. Seasonal Employment

If an individual in the household earns seasonal income, that is, does not earn income over a 12-month period (i.e. landscapers, truck drivers, teachers) their income will be required to be completed in the "Seasonal Income" section of the AHP/FFD Income Workbook.

11. **Income Verification Documents**

All items that affect a household's income eligibility must be verified. Examples of acceptable documentation include:

- Verification of employment.
- U.S. Federal income tax return. Note: Income tax returns are accepted as documentation only in the first three calendar months of the year, with all year-end wage and tax statements (e.g., IRS W-2 forms) included.
- At least three consecutive and recent, pay statements from the current year.
- Alimony and child support court orders or deposit amount verification from the State-managed website, or savings or checking account records, if requested.
- Current (qualification) year Social Security statement or letter.
- Current (qualification) year pension statement or letter.
- Current (qualification) year Veterans Affairs letter or distribution form.
- Current (qualification) year welfare benefit letter.
- State or local housing agency's verification of income.

Other forms of verification may be acceptable, provided that the information is supplied and signed by a third party.

APPENDIX B: First Front Door Real Estate Retention Agreement

FFD Project # _____

FFD Real Estate Retention Agreement Federal Home Loan Bank of Pittsburgh

This Real Estate Retention Agreement (this "**Agreement**") is made as of the _____ day of _____, 20____, by _____ (whether one or more than one, the "**Borrower**"), in favor of _____ ("**Lender**") having an office at _____.

Recitals:

- A. Borrower acquired that certain real property located in the [City/Town/Township, etc.] of _____, County of _____, [State/Commonwealth] of _____, more commonly referred to as [insert mailing address] _____, and more particularly described in **Exhibit "A"** attached hereto and made a part hereof (the "**Property**") at a closing held on _____, 20____ (the "**Closing Date**").
- B. In conjunction with its acquisition of the Property, the Borrower received direct subsidy funds from the Federal Home Loan Bank of Pittsburgh's ("**FHLBank Pittsburgh**") First Front Door Program in the amount of \$ _____ (the "**FFD Grant**") through the Lender.
- C. In consideration of the receipt of the FFD Grant, and in conformity with regulations of the Federal Housing Finance Agency (found at 12 C.F.R., Subchapter E, Part 1291) (as the same may be amended from time to time, the "**FHFA Regulations**") governing FHLBank Pittsburgh's First Front Door Program, the Borrower agrees to execute this Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Borrower by this Agreement, agrees to be bound by the following terms contained herein.

1. **Borrower Agreement to Maintain Ownership.** Borrower hereby agrees to maintain ownership and residence in the Property as his primary residence during the Retention Period.
2. **Term and Termination.**
 - a. **Term.** The term of this Agreement shall last for a period of five (5) years from the Closing Date ("**Retention Period**"), unless earlier terminated pursuant to Section 2(c) below.
 - b. **Termination at the End of the Retention Period.** At the end of the Retention Period, this Agreement shall automatically terminate by its own terms, without any further action by the Lender or FHLBank Pittsburgh. In furtherance of the foregoing, any sort of title encumbrance, lien, or other right of the Lender or FHLBank Pittsburgh arising from this Agreement shall terminate at the close of the Retention Period.
 - c. **Termination Upon Foreclosure Event.** This Agreement shall automatically terminate by its own terms and without any further action by the Lender or FHLBank Pittsburgh upon the occurrence of any of the following events (each, a "**Foreclosure Event**"): (i) any event of foreclosure; (ii) transfer of the Property by a deed-in-lieu of foreclosure; (iii) an assignment of the first mortgage on the Property to the Secretary of HUD (assuming the FFD Grant is used in conjunction with FHA financing); or (iv) the death of the Borrower (or all Borrowers, if more than one).
3. **Effect of Sale, Transfer, Assignment of Title or Deed, or Refinancing During Retention Period.**
 - a. **Generally.** In the case of a sale, transfer, assignment of title or deed of the Property by the Borrower (collectively, "**Transfers**") or refinancing of the Property by the Borrower ("**Refinance**," and collectively with the Transfers, "**Transfer Events**") prior to the end of the Retention Period, an amount equal to the lesser of (i) the FFD Grant, reduced on a pro rata basis per month until the occurrence of the Transfer Event during the Retention Period; or (ii) any net proceeds from the Transfer Event, as applicable, minus the Borrower's investment in the Property shall be repaid to FHLBank Pittsburgh (the "**Recapture**").

- b. **Exceptions for Transfer Events.** Notwithstanding subsection 4(a), no Recapture shall be due upon a Transfer Event so long as (i) the Property was assisted with a permanent mortgage loan funded by an Affordable Housing Program subsidized advance; (ii) the subsequent purchaser, transferee, or assignee is a low- or moderate-income household as determined by FHLBank Pittsburgh; or (iii) the amount of the Recapture, calculated in accordance with Section 3(a) is \$2,500 or less.
- c. **Additional Exception for Refinance.** Notwithstanding subsection 4(a), no Recapture shall be due upon a Refinance so long as the Property continues to be subject to this Agreement (or some other deed restriction or other legally enforceable retention agreement or mechanism substantively similar to this Agreement, as determined in FHLBank Pittsburgh's sole discretion) after the Refinance.
4. **Notice of Transfer Event to Lender and FHLBank Pittsburgh.** FHLBank Pittsburgh, whose mailing address is "601 Grant Street, Pittsburgh, PA 15219, Attention: Community Investment Department," and the Lender are to be given immediate written notice of any Transfer Event of the Property occurring prior to the end of the Retention Period.
5. **Further Cooperation by the Borrower.** Borrower acknowledges that FHLBank Pittsburgh or the Lender may require/request additional documentation for various reasons during the Retention Period (including without limitation in connection with a Transfer Event or Foreclosure Event). In connection therewith, the Borrower agrees to timely provide any and all documentation requested by FHLBank Pittsburgh or the Lender to FHLBank Pittsburgh or the Lender (as the case may be) during the Retention Period.

[Remainder of Page Intentionally Left Blank.]

IN WITNESS WHEREOF, the Borrower(s) have executed this Agreement as of the date and year first written above.

Witness:

_____ Borrower Name

_____ Borrower Name

ACKNOWLEDGMENT:

STATE/COMMONWEALTH OF _____)

) ss:

COUNTY OF _____)

The foregoing instrument was acknowledged before me on this _____ day of _____, 20____ by _____ (name(s) of individual(s)), known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that they executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Signature (notary public)

Typed or Printed Name

My Commission Expires: _____



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