



FHLBank
Chicago

Downpayment Plus[®] (DPP[®]) Programs Enrollment Instructions

1. Complete the DPP Program Agreement by having an Authorized Officer listed on the current eBanking Corporate Certificate of Authority (i.e. person with "Execute Legal Agreement" authority on eBanking) execute the agreement. The agreement is no longer "annual".
2. As a service to members, we offer the option of listing up to two member marketing contacts to be published on the Downpayment Plus section of the fhlbc.com public website. Potential homebuyers interested in the DPP Program may wish to contact you! If you want your contact information listed, complete the DPP Marketing Contact Form on the last page of this agreement. You may opt out by checking the appropriate box on the form.
3. **Return the signed DPP Program Agreement in its entirety to the Community Investment department via email to DPP@fhlbc.com.**
4. After receipt, the DPP Program Agreement will be executed by the Federal Home Loan Bank of Chicago ("FHLBank Chicago) and returned to the authorized signer.

Additional Information on DPP Program activation:

After the DPP Program Agreement is executed, the following activities must occur before members may begin reserving DPP funds through the DPP Online system:

- Members must become fully effective on the FHLBank Chicago's eBanking platform,
- Authorized DPP Online users must be indicated in eBanking, with the DPP Online checkbox checked,
- The FHLBank Chicago activates the member in DPP Online.

If you have eBanking or authorizing user questions, feel free to contact member support at membersupport@fhlbc.com, or call (855) 345-2244, option 0. You may also contact Community Investment with DPP Online activation questions at dpp@fhlbc.com or call (312) 565-5824, option 1.

**FEDERAL HOME LOAN BANK OF CHICAGO
AFFORDABLE HOUSING PROGRAM AGREEMENT
FOR THE DOWNPAYMENT PLUS® PROGRAM**

The FEDERAL HOME LOAN BANK OF CHICAGO (“Bank”) and the Member (as listed on the signature page hereto) (“Member”), as of the date set forth on the signature page hereto, enter into this Affordable Housing Program Agreement for the Downpayment Plus Program, which sets forth the respective duties and obligations of the Bank and the Member with regard to funding under the Bank’s Downpayment Plus Program.

WHEREAS, the Bank annually commits funds to finance the Downpayment Plus Program (the “Funds”);

WHEREAS, the Member desires to participate in the Downpayment Plus Program and to obtain a portion of the Funds (the “Member Funds”); and

WHEREAS, the Downpayment Plus Program, the Funds, and the Member Funds, as applicable, shall be administered under this Agreement (as defined herein);

NOW, THEREFORE, in consideration of the foregoing recitals, the mutual promises and agreements herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

Section 1. The parties agree to be bound by (a) the Affordable Housing Program (“AHP”) regulations of the Federal Housing Finance Agency (“FHFA”) (currently 12 C.F.R. Part 1291) as may be in effect from time to time, or the regulations in effect from time to time of any successor in interest to the FHFA (the “Regulations”), as they apply to this Agreement or the Downpayment Plus Program, and (b) the applicable AHP Implementation Plan, Downpayment Plus Program Guide, guidelines, policies, procedures, and requirements of the Bank, or any successor in interest to the Bank, as may be modified by the Bank in its sole discretion and communicated to the Member (each such modification, a “Policy Modification”), including the monitoring requirements established by the Bank in its monitoring policies pursuant to 12 C.F.R. § 1291.51 (collectively, the “Annual Plan”). To the extent the Regulations are inconsistent with any term or provision of this Agreement, the Regulations shall govern the conduct and obligations of the parties. To the extent the Annual Plan is inconsistent with any term or provision of this Agreement, the Annual Plan shall govern the conduct and obligations of the parties. All references to statutes and regulations shall include any amendments of the same and any successor statutes and regulations.

Section 2. The term “Agreement” means this Affordable Housing Program Agreement for the Downpayment Plus Program, together with any and all permitted and authorized amendments, modifications, or restatements hereof as may be duly entered into by the parties hereto and all documents or other agreements incorporated by reference, including, but not limited to, the Annual Plan.

Section 3. The Downpayment Plus Program may consist of one or more programs. The Member Funds granted to the Member under each program shall be in an amount not to exceed the amount set forth in the applicable Annual Plan, unless the Bank, in its sole discretion, authorizes the grant of additional Member Funds to the Member in accordance with the Annual Plan.

Section 4. All Funds are available on a first-come, first-served basis only. The Bank makes no representations, warranties, or promises that Funds will be available for any of the Member's particular loans. The Member is required to reserve Funds for each of its particular loans prior to making a commitment to any borrower to fund their loan with Member Funds. Funds are only reserved for a particular loan, and are not transferable from one of the Member's loans to another. In all cases, at any time, Member Funds for any of a Member's particular loans are subject to the final approval of the Bank.

Section 5. The Funds for each calendar year's Downpayment Plus Program must be reserved as set forth in the applicable Annual Plan. If Funds are not reserved by the Member within this timeframe, and an extension has not been granted by the Bank pursuant to the applicable Annual Plan or otherwise, the Bank shall cancel the Member's application for Funds and make the Funds available for other applicants for homeownership set-aside funds or other AHP eligible projects.

Section 6. The Member shall pass through to, or on behalf of, a borrower, the full amount of the Member Funds that were approved for such borrower.

Section 7. The Member agrees to use the Funds and the Member Funds, as applicable, in accordance with the Regulations, the Annual Plan, and this Agreement.

Section 8. The Bank may cancel the Member's reservation for any loan for which the required income data and documents have not been received by the Bank within the timeframe set forth in the applicable Annual Plan, unless extended by the Bank. The Bank may cancel the Member's reservation for any loan for which the disbursement request has not been made within the timeframe set forth in the applicable Annual Plan, unless extended by the Bank.

Section 9. The Member shall repay to the Bank that portion of the Member Funds, including interest, if appropriate, as determined in the Bank's sole discretion, that, as a result of the Member's actions or omissions, are not used in compliance with the requirements of the Regulations, the Annual Plan, or this Agreement (whenever such noncompliance is discovered), unless such noncompliance is cured by the Member within a reasonable period of time, as determined by the Bank, or the circumstances of such noncompliance are eliminated pursuant to the Regulations, the Annual Plan, or this Agreement, as applicable, as determined by the Bank.

Section 10. Member Funds shall be disbursed only to institutions that are members of the Bank at the time of such disbursement.

Section 11. The Member shall ensure that an owner-occupied unit purchased or purchased in conjunction with rehabilitation using Member Funds is subject to a deed restriction or other legally enforceable retention agreement or mechanism ("Retention Vehicle") requiring that (A) the Bank and the Member are to be given written notice of any sale, transfer, assignment of title or deed, or refinancing of the unit occurring prior to the end of the five-year retention period; (B) if, prior to the expiration of the retention period, the unit is sold, transferred, or there is an assignment of title or deed to a third party, or the unit is refinanced, the Bank shall be repaid the lesser of (i) the full amount of the Member Funds, reduced on a *pro rata* basis per month until the unit is sold, transferred, its title or deed assigned, or is refinanced during the retention period or (ii) any net proceeds from the sale, transfer, assignment of title or deed, or refinancing of the unit, minus the borrower's investment in the unit, unless (a) the unit was assisted with a permanent mortgage loan funded by an Affordable Housing Program subsidized advance; (b) the unit is

sold, transferred, or the title or deed assigned, prior to the end of the retention period, to a person or family whose income meets the eligibility requirements for participation in the Affordable Housing Program; (c) following a refinancing, the unit continues to be subject to a Retention Vehicle; or (d) the calculation set forth in subsection 11(B) is equal to or less than \$2,500; (C) such repayment of the Member Funds shall be made to the Bank; and (D) the obligation to repay the Member Funds to the Bank shall terminate (i) if the unit is foreclosed upon or conveyed by deed in lieu of foreclosure; (ii) if the Federal Housing Administration-insured first mortgage is assigned to the Secretary of the U.S. Department of Housing and Urban Development; or (iii) upon the death of the borrower prior to the end of the retention period, even if the unit is transferred to the heirs of the deceased borrower by sale, transfer, assignment, or otherwise. Forms of approved Retention Vehicles are available from time to time from the Bank (via the Bank's website), provided that any changes to such forms, or the use of any different form of Retention Vehicle, are at the sole risk of the Member, and the obligations, duties, and liabilities of the Member hereunder and under the Regulations shall still apply. The Member shall be responsible for ensuring that the Retention Vehicle is enforceable under applicable law, is in the proper form for recording under applicable law, and is properly recorded in the Member's name.

Section 12. The Member agrees to promptly report to the Bank any changes in the financial structure of any particular loan or Downpayment Plus Program transaction, or any other eligibility requirement, including, but not limited to, any new sources of funds such as undisclosed household income, failure to receive other Downpayment Plus Program funds, or any other changes in a particular loan's or Downpayment Plus Program transaction's scope or terms. The Bank retains the right to reevaluate the need for any Member Funds in light of any such changes, and may make such modifications thereto, including the amount of the Member Funds, as it deems appropriate in its sole discretion.

Section 13. The Bank may, in its sole discretion, initiate a civil action in the United States District Court for the Northern District of Illinois, or in the state courts located in Cook County, Illinois, as appropriate, against the Member to recover the Funds disbursed, and any costs and attorneys' fees incurred by the Bank in connection with such action. The Member consents to jurisdiction and venue in said courts.

Section 14. The parties agree that this Agreement may be transmitted between them by electronic mail or facsimile machine. Delivery of an executed counterpart of this Agreement by electronic mail or facsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. . This Agreement may be executed in any number of counterparts, each of which, when so executed, shall be deemed an original, but all of which taken together shall be one and the same instrument.

Section 15. The Bank reserves the right to amend, supplement, restate, or otherwise modify the Annual Plan, without the consent of the Member, and the Member agrees to be bound by each and every Policy Modification occurring on or after the date of this Agreement. Policy Modifications will be posted to the Bank's website at www.FHLBC.com.

Section 16. Notices, reports, and communications under this Agreement shall be in writing, and will be deemed to be properly given when personally delivered to the party entitled to receive the notice, or three (3) business days after the same is sent by certified or registered U.S. mail, postage prepaid, or by overnight courier, properly addressed to the party entitled to receive such notice at the addresses below,

provided that recurring reports, certifications, and ordinary communications shall be permitted to be transmitted electronically via facsimile. Either party may, at any time, give notice in writing to the other party of a change of its address for the purpose of this Section 16.

The Member: Member notice information is on the signature page hereto.

The Bank: Federal Home Loan Bank of Chicago
433 West Van Buren Street
Suite 501S
Chicago, Illinois 60607
Phone: (312) 565-5824 Fax: (312) 277-7455
Email: dpp@fhlbc.com

Section 17. The Member may not assign this Agreement without the express written consent of the Bank, and this Agreement shall bind any successors or permitted assigns of the parties hereto. This Agreement shall be binding upon any successor in interest to the parties hereto.

Section 18. The Bank may, from time to time, request that the Member allow the inspection of any of the books and records of the Member pertaining to this Agreement or the Downpayment Plus Program, and the Member shall allow such inspections and access to such books and records at reasonable times during the normal business hours of the Member, and upon reasonable terms without disruption to the normal business operations of the Member.

Section 19. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity of any other provision, and all other provisions shall remain in full force and effect.

Section 20. Any forbearance by a party to this Agreement in exercising any right or remedy under this Agreement, or otherwise afforded by applicable laws, shall not be a waiver of, or preclude the exercise of, that or any other right or remedy.

Section 21. Neither the Bank nor the Member are partners or joint venturers with each other, and nothing herein shall be construed to make them such partners or joint venturers, or impose any liability as such on any of them.

Section 22. This Agreement shall be governed by, construed under, and interpreted in accordance with the laws of the State of Illinois, without regard to principles of conflicts of law.

Section 23. This Agreement shall not be amended or terminated, in whole or in part, and the performance of any obligation hereunder may not be waived, except by an instrument in writing signed by the parties hereto, or their respective successors or permitted assigns, or otherwise as provided herein. This Agreement constitutes the entire agreement between the parties, and supersedes any and all prior agreements or understandings, verbal or written, between the parties with respect to the subject matter hereof.

[SIGNATURES FOLLOW]

The undersigned parties accept the terms and conditions set forth herein by executing this Agreement in the space set forth below. By executing this Agreement, each party also represents, warrants, and covenants that (i) it has the full corporate power and authority, and has received all corporate and governmental authorizations, licenses, and approvals that may be required, to enter into and perform its obligations in connection with this Agreement and the Downpayment Plus Program; (ii) at all times it shall adhere to the terms and conditions set forth herein; (iii) its duties, rights, and obligations provided for in this Agreement or the Downpayment Plus Program shall not violate any applicable law, rule, or regulation; (iv) it is duly organized and authorized to enter into this Agreement and to perform all of its respective duties and obligations set forth in this Agreement and the Downpayment Plus Program; and (v) this Agreement has been duly executed and delivered, and when executed and delivered by it, will constitute its legal, valid, and binding obligation.

MEMBER:

[Full legal name]

By: _____

Printed Name: _____

Title: _____

Street Address: _____

City, State, Zip: _____

Phone: _____

Fax: _____

Attention: _____

FHLBank Chicago Member Number: _____

BANK:

FEDERAL HOME LOAN BANK OF CHICAGO

By: _____

Printed Name: Cedric D. Thurman

Title: Executive Vice President, Group Head, Community Investments and Diversity, Equity & Inclusion

Dated: _____



**FHLBank
Chicago**

Downpayment Plus[®] & Downpayment Plus Advantage[®] Marketing Contact Form

Please complete this form and return it with the signed DPP[®] Program Agreement to DPP@fhlbc.com You may list up to two marketing contacts (for potential home buyers) to be posted on the FHLBank Chicago website.

Name of Institution _____

FHLBank Chicago Member Number _____

Marketing Contacts (up to 2 contacts):

Contact Name #1 _____

City _____ State _____ Zip _____

Phone _____

Contact Name #2 _____

City _____ State _____ Zip _____

Phone _____

Opt out

I do not wish to list marketing contact information on the FHLBank Chicago website.

Approved By:

Name (Printed) _____

Signature: _____

Date: _____

"Downpayment Plus," "DPP," and "DPP Advantage" are registered trademarks of the Federal Home Loan Bank of Chicago.

01/01/2024