



AFFORDABLE HOUSING PROGRAM GENERAL FUND APPLICATION SPONSOR APPLICATION CERTIFICATION

PROJECT NAME: _____

PROJECT SPONSOR: _____

The undersigned, duly acting as an authorized representative of the Sponsor, hereby certifies that the information set forth in this completed application package for Affordable Housing Program (“AHP”) subsidy which includes the Application Form and associated sections (“Application”) is correct. The Sponsor further hereby certifies the following:

- 1) **AHP Requirements:** The authorized representatives of the Sponsor represent and warrants that they have read and agree to be bound by the AHP regulation, promulgated by the Federal Housing Finance Agency (“FHFA”) codified at 12 C.F.R. Part 1291 et. seq., the FHLBNY’s AHP Implementation Plan, and all related AHP policies, guidelines, and operating procedures, as each may be modified from time to time, as well as the AHP Direct Subsidy Agreement and Memorandum of Understanding to be executed if the Project is selected to receive AHP subsidy.
- 2) **No Conflict:** The Sponsor acknowledges its responsibility to ensure that compliance with all AHP requirements can be met and are not in conflict with other financing and/or service providers’ program requirements.
- 3) **Competitiveness:** The Sponsor acknowledges that AHP is a competitive source of financing, and that if the Project is selected to receive AHP subsidy, the Project must remain competitive throughout the Project life-cycle. If subsequent modifications to the proposed levels of performance set forth in this Application result in a change of score that adversely impacts the Project’s competitive ranking, the AHP subsidy will be de-obligated and/or recaptured if the AHP subsidy has already been disbursed to the Project. In the event that the Project as described in this Application fails to meet its specified goals or otherwise falls out of compliance with the AHP regulation, the AHP subsidy will be de-obligated and/or recaptured if the AHP subsidy has already been disbursed to the Project.
- 4) **Readiness:** The Sponsor acknowledges that, if the Project is selected to receive AHP subsidy, the Sponsor and its development partners are required to meet the milestone dates and progress guidelines described in the FHLBNY’s AHP Commitment Extension Policy. If the Project does not meet those milestone dates and/or progress guidelines, the FHLBNY reserves the right to de-obligate the approved AHP subsidy.
- 5) **Documentation Required:** The Sponsor agrees to provide to the FHLBNY, in form and substance satisfactory to the FHLBNY, all required items specified in the Application, together with such other documents and information relating to Sponsor, the Project, any service provider related to the Project, as well as all other similar monitoring information as the FHLBNY may reasonably request. The Project Sponsor represents and warrants

that all documents and other information delivered to the FHLBNY are and will be true, complete and correct in all material respects at the time of delivery to the FHLBNY, and such documentation is materially consistent with corresponding documentation and information provided to other funding sources.

- 6) **Duty to Disclose; Suspended Parties:** The Sponsor agrees to notify the FHLBNY promptly after discovery or notice of any material change, either positive or negative, in the financial condition, operations, properties or prospects of any material party associated with the Project (including whether any material party to the Project has lost its requisite license or has been suspended by any applicable government agency, or has otherwise been barred from participation in any affordable housing program), or any event which has or may have a material impact on the Project itself or the ultimate development and use of the Project for its purpose as set forth in the Application. To the extent Project Sponsor is aware of any claims or litigation that may have a material effect on the Project, these matters are disclosed in the Application.
- 7) **Related Party Relationships:** Except as set forth in the Application, no material parties to the Project are related and there are no related party transactions associated with the Project. For purposes of this disclosure, parties are considered to be related if one party has the ability to control the other party or exercise significant influence over the other party in making financial or operating decisions, or if the parties are immediate family members. Related party transaction means a transfer of resources or obligations between parties, regardless of whether a price is charged. Control refers to an ownership interest, directly, or indirectly through subsidiaries, of more than one half of the voting power of an enterprise, or a substantial interest in voting power or the power to direct the financial or operating policies of the management of the enterprise. Significant influence refers to the power to participate in the financial or operating policy decisions of an enterprise, but not control of those policies. Immediate family member means any child, stepchild, parent, stepparent, spouse, sibling, mother-in-law, father-in-law, son-in-law, daughter-in-law, brother-in-law, or sister-in-law of a director or executive officer of the Sponsor, and any person (other than a tenant or employee) sharing the household of such director or executive officer.
- 8) **Information Sharing:** The Sponsor agrees that the FHLBNY is authorized to make any investigation of the matters set forth in the Application and this Certification, either directly or through any agency or other third party. The FHLBNY may disclose to any other interested parties information as to the FHLBNY's experiences or transactions with the Sponsor (and Project Owner, to the extent such entity is different than Project Sponsor) and its development partners, or with respect to the Project or other matters set forth in the Application or this Certification. The Sponsor represents and warrants that it has obtained the Project Owner's consent to share such information as set forth in this paragraph 8. The Sponsor understands that the FHLBNY will retain the Application, this Certification, and any other supporting information received, even if the Project is not selected to receive AHP subsidy. The Sponsor further authorizes the FHLBNY to provide any such interested party any information and documentation the FHLBNY may decide, in its sole discretion, to provide with respect to the Project and all related material parties to the Project. These representations and authorizations extend not only to the FHLBNY, but also to any investor in the Project with whom the Bank may share information, and the FHFA.

- 9) **Internal Controls:** The Sponsor shall establish and maintain adequate and efficient internal controls, policies and procedures, to assure an effective system for the prevention, detection and reporting of fraud or abuse in connection with any element of the Project including, but not limited to, the appropriate countersignatures and notarization of documents.
- 10) **Approval of Governing Body:** The Sponsor has received approval to submit the Application for the Project from its Board of Directors or governing body and is able to produce, upon request of the FHLBNY, acceptable evidence demonstrating such approval.
- 11) **FHLBNY's Remedies:** The Sponsor's failure to perform any of its obligations as and when required by this Certification or the Application, including, without limitation, any breach, at any time, of any representation or warranty of the Sponsor to be true and correct and any failure by Sponsor to timely satisfy any condition, shall, in the sole discretion of the FHLBNY, cause the Application to be removed from consideration to receive AHP subsidy during the current AHP round or subsequent de-obligation of AHP subsidy if the Project is selected to receive AHP subsidy, as well as any remedies available to the FHLBNY under a agreement of remediation that is executed by the parties or under the AHP Implementation Plan.
- 12) **Need for AHP Subsidy:** The Sponsor acknowledges that the Project must be operationally feasible, in accordance with the AHP regulation and the FHLBNY's AHP Implementation Plan and related policies, guidelines, and operating procedures. The Sponsor further acknowledges that the requested AHP subsidy must be necessary for the financial feasibility of the Project. In order to ensure that the approved amount of the AHP subsidy continues to be warranted at the time of the actual funding date(s), the FHLBNY reserves the right to re-evaluate the level of AHP subsidy on an on-going basis throughout the development of the Project. The FHLBNY, in its sole discretion, will only fund that portion of the AHP subsidy that the FHLBNY deems necessary to maintain the Project's operational and financial feasibility. The Sponsor agrees to assume any risk related to ongoing changes to the Project's development costs and corresponding sources of funds that may result in an adjustment to or de-obligation of any AHP subsidy approved for the Project.
- 13) **Suspended Counterparty Program:** The authorized representative of the Sponsor represents and warrants that the Sponsor, its employees, or agents have not engaged in, and are not engaging in, covered misconduct as defined in the FHFA's Suspended Counterparty Program regulation, 12 C.F.R. Part 1227, as amended. This Part sets forth the procedures FHFA follows under its Suspended Counterparty Program, the purpose of which is to protect the safety and soundness of the FHLBNY, as a FHFA regulated entity, and to ensure the proper administration of AHP funds.
- 14) **Counterparts Electronic Signatures:** This Certification and the Application may be executed in one or more counterparts by the parties authorized representatives, each of which is an original, and all of which together constitute only one agreement between the parties. The parties agree that the execution of this Certification and the Application via an electronic signature is intended to authenticate this writing and to have the same force and effect as manual signatures.

The Sponsor acknowledges that the FHLBNY will rely on the statements and information set forth in this Certification and that such statements and information comprise the Application and are incorporated by reference in any agreement entered into with the FHLBNY. Any misrepresentation of the information contained in this Certification and the Application may result in criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1014.

Signature of Sponsor Authorized Representative

Name: _____

Title: _____

Email: _____

Phone: _____

Date: _____