

# ECONOMIC DEVELOPMENT PROGRAM (EDP) AUTHORIZATION APPLICATION



Email completed application to [traders@fhlbatl.com](mailto:traders@fhlbatl.com)  
Please print or type

## 1. CONTACT INFORMATION

Member Name: \_\_\_\_\_ Account Number: \_\_\_\_\_  
Contact Name: \_\_\_\_\_ Contact Title: \_\_\_\_\_  
Mailing Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
Phone: \_\_\_\_\_ Fax: \_\_\_\_\_ Email: \_\_\_\_\_

## 2. PROJECT INFORMATION

Amount of EDP<sup>1</sup> Advance Authorization Requested: \_\_\_\_\_ (not to exceed \$50 million in calendar year)  
Project Name: \_\_\_\_\_  
Project Description: \_\_\_\_\_  
Project Loan Amount: \_\_\_\_\_ (must be equal to or greater than amount of the EDP advance requested)  
Project Loan Term: \_\_\_\_\_ months (Maximum term of the EDP advance)  
Project Location: City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_

Check one:  Urban Area  Rural Area

Check all that describe this project:

- |                                                                              |                                                                      |                                                   |
|------------------------------------------------------------------------------|----------------------------------------------------------------------|---------------------------------------------------|
| <input type="checkbox"/> Refinancing                                         | <input type="checkbox"/> EDGE project (project # _____ )             | <input type="checkbox"/> Mixed use                |
| <input type="checkbox"/> Commercial office                                   | <input type="checkbox"/> Commercial retail                           | <input type="checkbox"/> Commercial wholesale     |
| <input type="checkbox"/> Heavy industrial                                    | <input type="checkbox"/> Light industrial                            | <input type="checkbox"/> Manufacturing            |
| <input type="checkbox"/> Hotel                                               | <input type="checkbox"/> Agriculture                                 | <input type="checkbox"/> Public facilities        |
| <input type="checkbox"/> Social services                                     | <input type="checkbox"/> Daycare                                     | <input type="checkbox"/> Education                |
| <input type="checkbox"/> Health care                                         | <input type="checkbox"/> Recreation                                  | <input type="checkbox"/> SBA funding or guarantee |
| <input type="checkbox"/> Infrastructure (e.g., roads, utilities, and sewers) | <input type="checkbox"/> USDA-rural development funding or guarantee |                                                   |

Check all that describe the beneficiaries of this project (optional):

- |                                                 |                                   |                                                       |
|-------------------------------------------------|-----------------------------------|-------------------------------------------------------|
| <input type="checkbox"/> Physically handicapped | <input type="checkbox"/> Homeless | <input type="checkbox"/> Persons with AIDS            |
| <input type="checkbox"/> Mentally handicapped   | <input type="checkbox"/> Elderly  | <input type="checkbox"/> Victims of domestic violence |
| <input type="checkbox"/> Other: _____           |                                   |                                                       |

<sup>1</sup>Capitalized terms in this application shall have the meanings set forth in Exhibit A unless otherwise defined herein.

### 3. EDP ELIGIBLE PROJECTS

The project funded by the undersigned member (Member) with the proceeds of the EDP Advance must meet at least one of the following criteria (check all that apply):

- a.  The project qualifies as a small business concern
- b.  The project is located in a targeted income neighborhood

**Provide Census Tract or Block Numbering Area (BNA)**

- c.  **The project provides jobs** – annual salaries for at least 51% of the permanent full- and part-time jobs, computed on a full- time equivalent basis, created or retained by the project (other than construction jobs) are at or below 100% of the AMI if the jobs are created or retained in an urban area, or at or below 115% of the AMI if the jobs are created or retained in a rural area.

**Total number of jobs:** Created: \_\_\_\_\_ Retained: \_\_\_\_\_

**Description of jobs:** \_\_\_\_\_

**Annual salaries for majority of jobs created or retained are:**

- at or below 80% of the AMI
- at or below 100% of the AMI
- at or below 115% of the AMI

- d.  **The project provides services and benefits** – at least 51% of the families who benefit from (other than through employment), or are provided services by, the project have incomes at or below 100% of the AMI if the services or benefits are provided in an urban area, or at or below 115% of the AMI if the services or benefits are provided in a rural area.

**Description of services or benefits:** \_\_\_\_\_

**Incomes for majority of families receiving services or benefits are:**

- at or below 80% of the AMI
- at or below 100% of the AMI
- at or below 115% of the AMI

- e.  **The project is located in one of the following geographic areas:**

- |                                                     |                                                           |                                                     |
|-----------------------------------------------------|-----------------------------------------------------------|-----------------------------------------------------|
| <input type="checkbox"/> Champion Community         | <input type="checkbox"/> Empowerment Zone                 | <input type="checkbox"/> Enterprise Community       |
| <input type="checkbox"/> Native American Area       | <input type="checkbox"/> CAIP Area                        | <input type="checkbox"/> Brownfield Tax Credit Area |
| <input type="checkbox"/> Military Base Closing Area | <input type="checkbox"/> Federally-declared disaster area |                                                     |

#### 4. USE OF FUNDS

The Member must use the proceeds from the EDP advance to provide financing for CIP eligible projects. For purposes of this application, provide financing means any one of the following (check all that apply):

- a.  Originating loans for EDP eligible projects
- b.  Making loans to entities that, in turn, make loans for EDP eligible projects
- c.  Purchasing a participation interest, or providing financing to participate, in a loan consortium for EDP eligible projects
- d.  Purchasing mortgage revenue bonds or mortgage-backed securities, where all of the loans financed by such bonds and all of the loans backing such securities, respectively, are for EDP eligible projects (attach copy of prospectus)
- e.  Creating or maintaining a secondary market for loans, where all such loans are mortgage loans for EDP eligible projects

For the financing transactions described in c, d, and e of Section 4, the Bank may require additional information from the Member prior to considering this application, and any such information provided by the Member will be deemed to be incorporated into, and made a part of, this application.

#### 5. EXHIBITS

The Member acknowledges and agrees that (i) Exhibit A – Definitions; (ii) Exhibit B - Conditions of EDP Authorization Application; and (iii) Exhibit C – EDP Advance Certification are attached to this application and made a part of this application in the same manner and with the same effect as if each exhibit was set forth in full herein.

#### 6. SIGNATURE

The Member has caused this application to be duly executed by its authorized officer and agrees to the terms and conditions contained herein.

\_\_\_\_\_  
Authorized Signature of Member

\_\_\_\_\_  
Typed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date Signed

**Please call 800.536.9650, option 2 for assistance.**

**Submit via email to [traders@fhlbatl.com](mailto:traders@fhlbatl.com) or fax completed application to 404.888.1140**

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#### For FHLBank Atlanta use only

I have reviewed this CIP authorization application and recommend approval.

#### Reviewer:

CSS (pass/fail) \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

#### Approver:

CSS (pass/fail) \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

## EXHIBIT A

**Definitions:** As used herein, the following terms shall have the following meanings:

**AMI** – the median income for the area as determined from information sources identified by the Bank.

**Application** – this EDP Authorization Application.

**Brownfield tax credit area** – a project located in and involves a property eligible for a brownfield tax credit.

**CAIP area** – an area defined as a Community Adjustment and Investment Program area under 22 U.S.C. 290m-2, which generally means an area that has been impacted by the North American Free Trade Agreement.

**Champion community** – a community that developed a strategic plan and applied for designation by either the Secretary of HUD or the Secretary of the USDA as an Empowerment Zone or Enterprise Community, but was designated a Champion Community.

**EDGE** – the Bank’s Economic Development and Growth Enhancement program.

**EDP** – the Bank’s Economic Development Program.

**EDP eligible projects** – commercial, industrial, manufacturing, social service, and public facility projects and activities, and public or private infrastructure projects, such as roads, utilities and sewers, for any of the beneficiaries or geographic areas listed in Section 3 of this Application.

**Empowerment zone** – an area designated as an Empowerment Zone by either the Secretary of HUD or the Secretary of the USDA.

**Enterprise community** – a community designated as an Enterprise Community by either the Secretary of HUD or the Secretary of the USDA.

**Family** – one or more persons living in the same dwelling unit.

**Finance Agency** – the Federal Housing Finance Agency, or any successor entity.

**HUD** – the United States Department of Housing and Urban Development.

**Military base closing area** – an area affected by a military base closing and is a “community in the vicinity of the installation” as defined by the Department of Defense 32 CFR part 176.

**MSA** – a Metropolitan Statistical Area as designated by the Office of Management and Budget.

**Native American area** – an “Indian Area” defined by the Native American Housing Assistance and Self- Determination Act of 1996 (25 U.S.C. 4101 et seq.), Alaskan Native Village, or Native Hawaiian Home Land.

**Rural area** – (i) a unit of general local government with a population of 25,000 or less; (ii) an unincorporated area outside an MSA; or (iii) an unincorporated area within an MSA that qualifies for housing or economic development assistance from USDA.

**SBA** – the United States Small Business Administration.

**Small business concern** – is defined by Section 3(a) of the Small Business Act (15 U.S.C. 632(a)) and implemented by the Small Business Administration under 13 CFR Part 121, or any successor provisions.

**Targeted income neighborhood** – a census tract or block numbering area where the median income does not exceed 100% of the AMI for urban areas, or 115% of the AMI for rural areas.

**Urban area** – (i) a unit of general local government with a population of more than 25,000; or (ii) an unincorporated area within an MSA that does not qualify for housing or economic development assistance from USDA.

**USDA** – the United States Department of Agriculture.

## EXHIBIT B

### Conditions of EDP Authorization Application

The Member hereby applies to the Federal Home Loan Bank of Atlanta (Bank) for an Economic Development Program (EDP) authorization number, which permits the Member to apply for an EDP advance (EDP advance) not to exceed \$50 million in a calendar year. The Member acknowledges and agrees that nothing contained herein, nor the Bank's approval of this application or the issuance of an EDP authorization number, shall be construed as an agreement or commitment on the part of the Bank to grant any advance, including the EDP advance. The right and power of the Bank in its discretion to either grant or deny any advance, including the EDP advance, is hereby expressly reserved. In addition to the foregoing, the Member hereby agrees to the following:

- a. Reporting.** If the Bank funds the EDP advance, the Member shall provide the certification attached hereto as Exhibit C within 180 days after the date of the EDP advance, which certification shall be acceptable to the Bank in its sole discretion. The Member shall provide any additional reports or information that the Bank or the Finance Agency may request from time to time. If the Member provides funding via any of the financing transactions described in c, d and e of Section 4 of this application, then the Bank may require that the Member provide different or additional certifications in order to confirm that the Member has used the EDP Advance in accordance with the terms of this application.
- b. Warranties, Representations, and Covenants.** The Member warrants, represents, and covenants to the Bank as follows:
- (i) The Member will use the EDP advance to provide financing, via one of the methods described in Section 4 of this application, for EDP eligible projects.
  - (ii) All loans funded with the EDP advance referenced in Section 4a of this Application shall: (A) be closed and fully disbursed, within a period beginning 90 days prior to the date of the EDP advance and ending 180 days after the date of the EDP advance; (B) have original principal amounts that, collectively, equal or exceed the principal amount of the EDP advance; and (C) each have a term that is the same as, or longer than, the term of the EDP advance. All loans and financings made by the Member to the entities and consortia referenced in Sections 4b and 4c of this application, and all purchases made by the Member of the bonds and securities referenced in Section 4d of this application, and all financings made by the Member for the purpose of creating or maintaining a secondary market as referenced in Section 4e of this Application, shall: (A) be closed and fully disbursed, within a period beginning 90 days prior to the date of the EDP advance and ending 180 days after the date of the EDP advance; (B) have a loan or purchase amount that, collectively, equals or exceeds the principal amount of the EDP advance; and (C) each have a term that is the same as, or longer than, the term of the EDP advance.
  - (iii) The information given from time to time by the Member to the Bank in connection with this application is true, accurate and complete in all material respects.
- c. Remedies.** If at any time the Member has not complied with the terms of this application, or with the terms of the advance application submitted by the Member for the EDP advance, or is in default of its obligations under the Advances and Security Agreement (Advances Agreement) with the Bank, then, in addition to all other rights and remedies that the Bank has under the Advances Agreement, the Bank may at its option, (i) reprice the EDP advance, retroactive to the original funding date, as set forth below; (ii) accelerate the EDP advance in accordance with the Advances Agreement and (iii) assess a prepayment fee in accordance with the confirmation of the EDP advance, or if not set forth in such confirmation, then in accordance with the Bank's Credit and Collateral Policy (a Prepayment Fee). If an EDP advance is repriced then such EDP advance shall be repriced at the rate, applicable on the funding date of the EDP advance, for an advance of the same type and maturity as the EDP advance, without the EDP discount. The Member acknowledges and agrees that a Prepayment Fee will be payable to the Bank in connection with any prepayment of all or a part of the EDP advance, whether voluntary or involuntary, prior to the original scheduled maturity date therefore. The Member acknowledges and agrees that the payment of the foregoing amounts described in this paragraph shall be secured by the Advances Agreement and that the foregoing amounts shall be immediately due and payable upon notice by the Bank, without presentment, demand, protest or any further notice.

**d. Other Agreements and Policies.**

- (i) The EDP authorization number for an EDP advance shall expire on the date set forth in the Bank's notice of approval, if any, of this application.
- (ii) The Bank reserves the right to modify the EDP (each, a Program Modification) at any time, in its sole discretion, without the consent of the Member, and the Member hereby (A) agrees that this application shall be deemed to have been amended by each such Program Modification and (B) agrees to be bound by each and every Program Modification occurring on, prior to, or after the date of this application. Each Program Modification shall become effective immediately upon adoption by the Bank. The Bank shall provide notice of any Program Modification by displaying such Program Modification on the Bank's website. Notwithstanding the provisions of this section, the Bank shall not amend, supplement, restate or otherwise modify the terms and conditions of any advance, without the consent of the Member, except as set forth in Section c. above.
- (iii) Any EDP advance made pursuant to this application will be subject to, and the Member agrees to comply with, the terms and conditions of the advance application, the Advances Agreement, the Bank's Credit and Collateral Policy, the regulations of the Finance Agency as now and hereafter in effect, and the Federal Home Loan Bank Act, as now or hereafter amended.
- (iv) If this Application relates to the funding of any reimbursement due the Bank under any letter of credit issued by the Bank then the Bank may require that the Member provide different or additional certifications before the funding of such EDP advance.
- (v) The Bank may from time to time require the Member to provide representations, warranties, certifications and undertakings, in addition to those contained herein, reasonably related to compliance with the terms of this application.
- (vi) By signing this application, the Member agrees to accept and be bound by electronic agreements and other documents executed electronically relating to this application and any EDP advance, and the Member agrees that this application may be executed by facsimile signature, which shall constitute an original.

**EXHIBIT C**

EDP Advance Certification

Member: \_\_\_\_\_ Account: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_

*I. The Member certifies that EDP advance Number \_\_\_\_\_ in the amount of \_\_\_\_\_ disbursed to the Member on \_\_\_\_\_ with EDP Authorization Number \_\_\_\_\_ (EDP advance) funded EDP eligible projects (as defined in the EDP Authorization Application for this EDP advance) currently held in the Member's portfolio and makes the following additional certifications:*

- A. That the Member, as of the date hereof, is in compliance with all of the terms, provisions and conditions contained in the EDP Authorization Application for this EDP Authorization Number and reaffirms all of the representations, warranties and covenants of the Member set forth therein.
  
- B. That none of the loans listed on Schedule 1 (EDP) attached hereto was funded with an EDP advance issued prior to the date of this EDP advance.

*II. The Member certifies that each project funded with this EDP advance serves targeted beneficiaries in the manner described in the EDP Authorization Application for this EDP Authorization Number. If other than as described in the EDP Authorization Application for this EDP Authorization Number, provide basis for EDP eligibility and attach information to this EDP Advance Certification form.*

The Member has caused this EDP Advance Certification to be duly executed by its authorized officer and certifies that the information contained in this EDP Advance Certification is true, accurate and complete.

Authorized Signature of Member: \_\_\_\_\_ Title: \_\_\_\_\_

Printed Name: \_\_\_\_\_ Date: \_\_\_\_\_