

SimplyPMG Medical Professionals (MedPro) Program Guidelines				
30 Year Fixed Rate & ARMs				
Primary Residence Purchase, Rate and Term Refinance				
Transaction Type	Units	FICO	Maximum LTV/CLTV/HCLTV	Maximum Loan Amount
Purchase or Rate and Term Refinance	1	700	100% ¹	\$1,000,000
		720	100% ¹	\$1,500,000
		700	95%	\$2,000,000

¹ Non-Permanent Resident Aliens maximum 95% LTV/CLTV/HCLTV

SimplyPMG Medical Professionals (MedPro) Notes:

Single Loan Variances (SLVs) will not be granted on this product

Loan Product	
Each loan delivered to SimplyPMG is in compliance with the Ability to Repay (ATR) and the Safe Harbor Qualified Mortgage (QM) rules established by the Consumer Financial Protection Bureau ("CFPB") with an APR not to exceed more than 1.5% above the average price offer rate ("APOR"). For topics not specifically addressed in this program guide, refer to the Fannie Mae Single Family Selling Guide	
Eligible Products Terms	• PPF365 - Fixed 30 Year Term • PPA205 - 5/6 SOFR ARM 30 YR 2/1/5 • PPA207 - 7/6 SOFR ARM 30 YR 5/1/5 • PPA210 - 10/6 SOFR ARM 30 YR 5/1/5
Ineligible Product Types	• Non-Standard to Standard Refinance Transactions (ATR Exempt) • Higher-Priced Mortgage Loans (HPML) • Higher-Priced Covered Transactions (HPCT QM-Rebuttable Presumption)



	• High-Cost Loans • Balloons • Graduated Payments • Interest Only Products • Temporary Buydowns • Loans with Prepayment Penalties • Single Close Construction to Permanent Transactions
Loan Purpose	• Purchase • Rate/Term Refinance
Minimum Loan Amount	• 30 Year Fixed: \$100,000 minimum loan amount • ARMs: \$200,000 minimum loan amount
Rate/Term Refinance Transactions	• The new loan amount is limited to pay off the current first lien mortgage, any seasoned non-first lien mortgages, closing costs and prepaid items ○ If the first mortgage is a HELOC, evidence it was a purchase money HELOC or it is a seasoned HELOC that has been in place for twelve (12) months and total draws do not exceed \$2000 in the most recent twelve (12) months ○ A seasoned non-first lien mortgage is a purchase money mortgage or a mortgage that has been in place for twelve (12) months ○ A seasoned equity line is defined as not having draws totaling over \$2000 in the most recent twelve (12) months. Withdrawal activity must be documented with a transaction history ○ Max cash back at closing is limited to 1% of the new loan amount
Cash-Out Transactions	• Not permitted
Delayed Financing	• Follow Fannie Mae Selling Guide requirements • LTV/CLTV/HCLTV for Rate and Term refinances must be met. The loan is treated as a Rate and Term refinance except for primary residence transactions in Texas which are not permitted
LTV/CLTV/HCLTV Calculation for Refinance Transactions	• If subject property is owned more than twelve (12) months, the LTV/CLTV/HCLTV is based on the current appraised value. The twelve (12) month time frame may be based on subject transaction Note date



	If subject property is owned less than twelve (12) months, the LTV/CLTV/HCLTV is based on the lesser of the original purchase price plus documented improvements made after the purchase of the property, or the appraised value. Documented improvements must be supported with receipts. The twelve (12) month time frame may be based on subject transaction Note date
Age of Documents	- Follow Fannie Mae Selling Guide Requirements - See Self-Employment section for restrictions
Higher Priced Mortgage Loans (HPML) Higher Priced Covered Transactions (HPCT)	Loans that are Higher Priced Mortgage Loans (HPML) or Higher Priced Covered Transactions (HPCT) are not permitted. All Medical Professional (MedPro) loans must be Qualified Mortgages (QM) and within the QM Safe Harbor protection
Documentation	If subject property has a HELOC that is not included in the CLTV/HCLTV calculation, the loan file must contain evidence the HELOC has been closed
ARM Features	5YR/6M 7YR/6M 10YR/6M
ARM Index	Index: 30 Day Average SOFR Index as published by the New York Federal Reserve
ARM Margin	2.75%
ARM Floor	2.75%
ARM Interest Rate Caps	5YR/6M: 2/1/5 (Initial, Periodic, Lifetime) 7YR/6M: 5/1/5 (Initial, Periodic, Lifetime) 10YR/6M: 5/1/5 (Initial, Periodic, Lifetime)
Conversion Option	Not permitted on any product
ARM Assumability	In accordance with Fannie Mae Selling Guide requirements
ARM Qualification	5YR/6M: Qualify at the higher of Note rate plus 2% or the fully indexed rate 7YR/6M & 10YR/6M: Qualify at the Note rate



Eligibility	
Texas 50(a)(6) & Texas 50(f)(2) Refinances	• Not Permitted
Borrower Eligibility	• US Citizens • Permanent Resident Aliens with evidence of lawful residency ◦ Must be employed in the US for the past twenty-four (24) months • Non-Permanent Resident Aliens with evidence of lawful residency are eligible with the following restrictions: ◦ Primary Residence Only ◦ Borrower must have a current twenty-four (24) month employment history in the US ◦ Unexpired Visas only ◦ Credit tradelines requirements must be met ◦ Maximum 95% LTV • Documentation evidencing lawful residency must be met • Illinois Land Trust • Inter Vivos Revocable Trust • All borrowers must have a valid Social Security Number
Eligible Professional Occupations	• Eligible professional occupations are limited to those with established, predictable income trajectories and employment stability that support the underwriting of high LTV loans with projected income • At least one borrower whose income is being used to qualify must hold one of the eligible professional designations listed below and possess one of the specified degrees as a medical professional in active practice ◦ Medical Doctor (MD) ◦ Doctor of Osteopathy (DO) ◦ Physician Assistant/Associate (PA) ◦ Doctor of Dental Science or Surgery (DDS) ◦ Doctor of Dental Medicine (DMD)



	○ Doctor of Ophthalmology (MD or DO) ○ Doctor of Psychiatry (MD or DO) ○ Doctor of Pharmacy (PharmD) ○ Doctor of Veterinary Medicine (DVM or VMD) ○ Doctor of Podiatric Medicine (DPM) ○ Certified Registered Nurse Anesthetist (CRNA with DNAP or DNP) ○ Nurse Practitioner (NP) ○ Doctor of Optometry (OD) ○ Medical residents, fellows, or interns with one of the above degrees • If a Resident or Fellow: ○ Must have a signed guaranteed non-contingent employment contract, or be a graduate from a doctoral program • Third party written evidence of an acceptable doctorate degree is required
Ineligible Borrowers	• Foreign Nationals • Borrowers with Diplomatic Immunity status • Life Estates • Non-Revocable Trusts • Guardianships • ITINs • LLCs, Corporations or Partnerships • Syndications • Nonprofits or Agencies • Land Trusts, except for Illinois Land Trust • Non-Occupant Co-Borrowers • Borrowers with any ownership in a business that is Federally illegal, regardless if the income is not being considered for qualifying
Non-Arm's Length Transactions	A non-arm's length transaction exists whenever there is a personal or business relationship with any parties to the transaction which may include the seller, builder, real estate agent, appraiser, lender, title company or other interested party. The following non-arm's length transactions are eligible:



	• Family sales or transfers • Property seller acting as their own real estate agent • Relative of the property seller acting as the seller's real estate agent • Borrower acting as their own real estate agent • Relative of the borrower acting as the borrower's real estate agent • Borrower is the employee of the originating lender and the lender has an established employee loan program. Evidence of employee program to be included in loan file • Originator is related to the borrower • Borrower purchasing from their landlord (cancelled checks or bank statements required to verify satisfactory pay history between borrower and landlord) • Gifts from relatives that are interested parties to the transaction are not allowed, unless it is a gift of equity. Real estate agents may apply their commission towards closing costs and/or prepaids if the amounts are within the interested party contribution limitations
Continuity of Obligation	When at least one (1) borrower on the existing mortgage is also a borrower on the new refinance transaction, continuity of obligation requirements have been met. If continuity of obligation is not met, the following permissible exceptions are allowed for the new refinance to be eligible: • The borrower has been on title for at least twelve (12) months but is not obligated on the existing mortgage that is being refinanced and the borrower meets the following requirements: ○ Has been making the mortgage payments (including any secondary financing) for the most recent twelve (12) months, or ○ Is related to the borrower on the mortgage being refinanced • The borrower on the new refinance transaction was added to title twenty-four (24) months or more prior to the disbursement date of the new refinance transaction • The borrower on the refinance inherited or was legally awarded the property by a court in the case of divorce, separation or dissolution of a domestic partnership • The borrower on the new refinance transaction has been added to title through a transfer from a trust, LLC or partnership. The following requirements apply: ○ Borrower must have been a beneficiary/creator (trust) or 25% or more owner of the LLC or partnership prior to the transfer ○ The transferring entity and/or borrower has had a consecutive ownership (on title) for at least the most recent six (6) months prior to the disbursement of the new loan • NOTE: Transfer of ownership from a corporation to an individual does not meet the continuity of obligation requirement



Credit	
Underwriting	Manual underwrite and full documentation is required. No documentation waivers based on AUS findings are permitted
Credit Requirements	- Non-traditional credit is not allowed - All borrowers must have a minimum of one (1) credit score <u>Disputed tradelines</u>: - All disputed tradelines must be included in the DTI if the account belongs to the borrower unless documentation can be provided that authenticates the dispute - Derogatory accounts must be considered in analyzing the borrower's willingness to repay. However, if a disputed account has a zero balance and no late payments, it can be disregarded <u>Frozen Credit</u>: Follow Fannie Mae Selling Guide requirements except as noted below - All borrowers must have a minimum of one (1) credit score <u>that are generated from the unfrozen bureaus</u> - Rapid credit rescoring is permitted. A rapid rescore is a process that can quickly update a borrower's credit score by submitting proof of positive account changes to the three major credit bureaus since the last reporting deadline in order to reflect the current credit status
Housing History	- Mortgage history requirements: - If the borrower(s) has a Mortgage in the most recent twenty-four (24) months, a mortgage rating must be obtained, reflecting 0x30 in the last twenty-four (24) months - The mortgage rating may be on the credit report or a VOM - Applicable to all borrowers on the loan - Brokers must review the borrower(s) credit report to determine status of all mortgage loans including verification mortgage is not subject to a loss mitigation program, repayment plan, loan modification or payment deferral plan. If the mortgage holder is a party to the transaction or relative of the borrower, cancelled checks or bank statements to verify satisfactory mortgage history is required - Rental history requirements: - If the borrower(s) are currently renting their primary residence, a verification of rent must be obtained reflecting a 0x30 in the last twelve (12) months - A satisfactory letter of explanation from the borrowers is required no mortgage or rental history is available, i.e., living with parents



Significant Derogatory Credit	• Follow Fannie Mae guidelines where not specified below • Bankruptcy, Chapter 7, 11, 13 - four (4) years since discharge / dismissal date • Foreclosure - seven (7) years since completion date • Notice of Default - four (4) years • Short Sale/Deed-in-Lieu - four (4) years since completion / sale date • Forbearance resulting in subsequent loan modification - four (4) years since exit from forbearance • Mortgage accounts that were settled for less, negotiated or short payoffs – four (4) years since settlement date • Loan modifications: ○ Lender initiated modification will not be considered a derogatory credit event if the modification did not include debt forgiveness and was not due to hardship as evidenced by supporting documentation. No seasoning requirement would apply ○ If the modification was due to hardship or included debt forgiveness – four (4) years since modification • Multiple derogatory credit events not allowed. Credit events seasoned more than 10 years do not need to be considered ○ A mortgage with a Notice of Default filed that is subsequently modified is not considered a multiple event ○ A mortgage with a Notice of Default filed that is subsequently foreclosed upon or sold as a short sale is not considered a multiple event • Tax liens, judgments, charge-offs, and past-due accounts must be satisfied or brought current prior to or at closing • Payment plans on prior year tax liens/liabilities are not allowed, must be paid in full
DTI	• LTV ≤ 95%: Maximum 50% • LTV > 95%: Maximum 45%
Lawsuit/Pending Litigation	• If the 1003, title commitment or credit documents indicate that the borrower is party to a lawsuit, additional documentation must be obtained to determine no negative impact on the borrower's ability to repay, assets or collateral

Liabilities

Liabilities	• Tax liens, Judgements and Charge Offs ○ Tax liens, judgements, charge-offs and past due accounts must be satisfied or brought current at closing ○ Payment plans on prior year tax liens/liabilities are not allowed and must be paid in full
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	• Tax Repayment Plans are permitted – follow Fannie Mae Selling Guide requirements ◦ Payment plans permitted for the most recent tax year only. Payment plans for prior tax years not permitted • Other Liabilities ◦ Follow Fannie Mae Selling Guide requirements
Student Loan Exclusion	<u>Student Loan Exclusion Criteria</u> • Student loan payments that are in deferment, forbearance, or reporting as \$0 due to an Income Based Repayment (IBR) plan may be excluded from the borrower's DTI ratio if all of the following conditions are met: ◦ The borrower is currently in residency or the borrower is currently in training in a medical clinical fellowship program ◦ The borrower is qualified based on the current income received during residency or medical clinical fellowship program • Student Loans Not Meeting the Above Requirements whether deferred, in forbearance, or in repayment, a monthly payment must be included in the borrower's DTI ◦ If a monthly payment is provided on the credit report, the amount indicated may be used in qualifying ◦ If the credit report does not provide a monthly payment or show a \$0 payment, the monthly payment may be calculated as follows ▪ Loan payment indicated on student loan documentation verifying payment is based on an income driven plan ▪ For deferred loans or loans in forbearance ▪ 1% of the outstanding balance or ▪ A fully amortizing payment using the documented loan repayment terms

Employment/Income

Standard Employment/Income	<u>Non-Self Employment Income Requirements</u> • Follow Fannie Mae Selling Guide <u>Self-Employment Requirements</u> • Follow Fannie Mae Selling Guide • Minimum two years of personal and business tax returns required with at least twelve months of self-employment reported • YTD Profit & Loss required if the Note date is after April 30th • Tax liens, Judgements, charge-offs and past due accounts must be satisfied or brought current at closing
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	• Payment plans on prior year tax liens/liabilities are not allowed and must be paid in full • Tax Repayment Plans are permitted – follow Fannie Mae Selling Guide requirements • Payment plans permitted for the most recent tax year only. Payment plans for prior tax year not permitted • Other Liabilities ○ Follow Fannie Mae Selling Guide requirements <u>Medical Professionals hired as a contractor or 1099 employee</u> • Must have an executed employment contract • The contract must have a guaranteed/minimum salary or hourly rate and stated number of hours to be worked • Guaranteed/minimum salary must cover at least a 12 month period • A satisfactory letter from the hospital/clinic or the contract must specifically confirm that there are no expenses to the medical professional in order for them to perform their duties • The start date must be within 60 days of the Note date at closing • If the borrower has filed taxes using 1099 income in the previous year, tax returns are required ○ If the returns show expenses, a letter cannot be used to document that there are no expenses. In this case, the borrower must qualify under standard self-employment guidelines <u>Declining Income:</u> When the borrower has declining income, the most recent twelve (12) months should be used or the most conservative income calculation if the declining period is shorter than 12 months. Income must be stabilized and not subject to further decline in order to be considered for qualifying purposes • The employer or the borrower should provide an explanation for the decline and the underwriter should provide a written justification for including the declining income in qualifying
Projected Income	<u>Employment Contract/Offer Letter Requirements</u> • A fully executed employment contract or offer letter must be signed by all parties and must state the following: ○ Position/Title of the borrower ○ Start date of employment which must be no more than 150 days after the Note date for medical professionals ○ Salary/compensation details covering a least a twelve month period • The employment contract or offer letter may only include contingencies related to the following: ○ Borrower's receipt of their medical license, or ○ Normal administrative requirements such as background checks, drug testing and fingerprinting



General Documentation Requirements

- Tax return transcripts for personal and/or business tax returns are required when tax returns are used to document borrower's income or any loss and must match the documentation in the loan file. Tax transcripts must be obtained directly from the IRS via a third party except as indicated below:
 - In the instance where there is an indication of possible identity theft or fraud and the transcript request has been rejected by the IRS with a Code 10 indicating that "Due to limitations, the IRS is unable to process this request", online borrower obtained tax transcripts are permitted to validate income used for qualifying purposes. Evidence of the IRS transcript request rejection is required. Borrower obtained transcripts are not permitted due to IRS rejection because of missing, incomplete or altered information on the Form 4506-C (Codes 1-9) or on Form 8821
- Social Security Income: Secondary validation is required when income is documented via either a Social Security Benefit Award Letter or a 1099. Acceptable validation can be in the form of tax transcripts/1099 transcripts or a bank statement showing evidence of the SSI deposit and dated within 30 days of the application date
- Form 4506-C or Form 8821 is required to be signed at closing by all borrowers for all transactions
- Taxpayer consent form signed by all borrowers
- Verification of the existence of borrower's self-employment must be verified through a third-party source and no more than twenty (20) business days prior to the Note date. In addition, confirmation that the business is currently operating must be provided. Below are acceptable examples of documentation to confirm the business is currently operating:
 - Evidence of current work (executed contracts or signed invoices) that indicate the business is operating on the day the lender verifies self-employment;
 - Evidence of current business receipts within 10 days of the Note date (payment for services performed);
 - Lender certification the business is open and operating (lender confirmed through a phone call or other means); or
 - Business website demonstrating activity supporting current business operations (timely appointments for estimates or service can be scheduled)
- Aggregate secondary and separate sources of self-employment losses reporting on 1040 tax transcripts greater than 5% of borrower's total qualifying income must be deducted from qualifying income. Additional self-employment documentation is not required
 - K-1 losses where borrower owns less than 25% must be deducted from qualifying income when the aggregate loss is greater than 5% of borrowers total qualifying income
 - Passive losses shown on K-1s, such as publicly traded companies or where ownership is under 5%, can be excluded from income on a case-by-case basis. Any passive K-1 losses excluded will not count toward the aggregate secondary and separate sources of self-employment losses and the 5% threshold for deducting the loss from income



Unacceptable Sources of Income	• Deferred compensation • Retained earnings • Education benefits • Trailing spouse income • New York City short-term rental qualifying income not permitted • Any income that is not legal in accordance with all applicable federal, state and local laws, rules and regulations. Federal law restricts the following activities and therefore the income from these sources are not allowed for qualifying: ○ Foreign shell banks ○ Medical marijuana dispensaries if borrower has any ownership ○ Any income resulting from ownership in a business related to recreational marijuana use, growing, selling or supplying of marijuana, even if legally permitted under state or local law
Retirement Income (Pension, Annuity, 401(k), IRA Distributions)	• Existing distribution of assets from an IRA, 401(k) or similar retirement asset must be sufficient to continue for a minimum of three (3) years • If any retirement income will cease within the first three (3) years of the loan, the income may not be used
Trust income	• Income from trusts may be used if guaranteed and regular payments will continue for at least three (3) years • Regular receipt of trust income for the past twelve (12) months must be documented • Copy of trust agreement or trustee statement showing: ○ Total amount of borrower designated trust funds ○ Terms of payment ○ Duration of trust ○ Evidence the trust is irrevocable • If trust fund assets are being used for down payment or closing costs, the loan file must contain adequate documentation to indicate the withdrawal of the assets will not negatively affect income
Restricted Stock and Stock Options	• May only be used as qualifying income if the income has been consistently received for two (2) years and is identified on the paystubs, W-2s and tax returns as income and the vesting schedule indicates the income will continue for a minimum of two (2) years at a similar level as prior two (2) years



	• A two (2) year average of prior income received from RSUs or stock options should be used to calculate the income, with the continuance based on the vesting schedule using a stock price based on the lower of the current stock price or the 52-week average for the most recent twelve (12) months reporting at the time of application. The income used for qualifying must be supported by future vesting based on the stock price used for qualifying and vesting schedule. • Additional awards must be similar to the qualifying income and awarded on a consistent basis • There must be no indication the borrower will not continue to receive future awards consistent with historical awards received • Borrower must be currently employed by the employer issuing the RSUs/stock options for the RSUs/stock options to be considered in qualifying income • Stock must be a publicly traded stock • Vested restricted stock units and stock options cannot be used for reserves if using for income to qualify • Incentive sign on income and future RSU's are limited to 50% of total qualifying income. Income calculation results may be reduced to meet the 50% restriction
Asset Depletion	Asset depletion income may be used as supplemental income only and may not be used as the sole source of qualifying income • Purchase and Rate/Term transactions are eligible • Eligible assets must be held in a US account • There are no age restrictions for the use of Asset Depletion as a source of qualifying income • Qualifying Asset Income = Net Eligible Assets divided by 240 • Asset Depletion may not be combined with employment related income to qualify (i.e., salaried income, self-employment income, etc,) for any Borrower that is an account holder of the assets used for Asset Depletion. If there is employment related income from a Borrower that is not a joint account holder of the account used for Asset Depletion, then this income may be eligible to be used for qualifying purposes • Pension, Social Security or other annuity type income streams may be used and combined with Asset Depletion income as long as the assets generating that income are not used in the Asset Depletion income calculations • Assets used as income can only be sourced from one income stream. As an example, an asset cannot be used as both capital gains income and asset depletion income • Net Eligible Assets ○ Minimum Net Eligible Assets: Borrowers must have at least \$500,000 of Net Eligible Assets ○ Net Eligible Assets equals Total Eligible Assets as defined in the below table (after any haircuts required for retirement assets per the Asset Requirements section of this program guide) minus:



- Funds required to be paid by borrower for closing (i.e., down payment, closing costs)
- Gift and/or borrowed funds
- Reserves
- Any portion of assets pledged as collateral for a loan
- Business funds not permitted to be included in net eligible asset amount
- Most recent two years of tax returns and corresponding tax transcripts are required
- Assets must meet the eligibility and documentation requirements outlined in the below table:

Asset Type	Asset Eligibility Requirements	Documentation Requirements
Retirement Assets	• The retirement assets must be in a retirement account recognized by the Internal Revenue Service (IRS) (e.g., 401(k), IRA) • Borrower must be the sole owner • The asset must not currently be used as a source of income by the Borrower, i.e. retirement distributions • The Borrower's rights to the funds in the account must be fully vested	• Most recent retirement asset account statement • Documentation evidencing asset eligibility requirements are met • Most recent two years tax returns and corresponding tax transcripts
Lump-sum distribution funds not deposited to an eligible retirement asset	• If the lump-sum distribution funds have been deposited to an eligible retirement asset, follow the requirements for retirement assets described above, otherwise: ○ Lump-sum distribution funds must be derived from a retirement account recognized by the IRS (e.g., 401(k), IRA) and must be deposited to a depository or non-retirement securities account ○ A Borrower must have been the recipient of the lump-sum distribution funds	• Employer distribution letter(s) and/or check-stub(s) evidencing receipt and type of lump-sum distribution funds; IRS 1099-R (if it has been received) • Satisfactorily documented evidence of the following: • Funds verified in the non-retirement account and used for qualification must have been derived from eligible retirement assets • Lump-sum distribution funds must not have been or currently be subject to a penalty or early distribution tax • Most recent two years tax returns and corresponding tax transcripts



		○ Parties not obligated on the Mortgage may not have an ownership interest in the account that holds the funds from the lump-sum distribution ○ The proceeds from the lump-sum distribution must be immediately accessible in their entirety ○ The proceeds from the lump-sum distribution must not have been or currently be subject to a penalty or early distribution tax	
	Depository accounts and Securities	• The Borrower must solely own assets or, if asset is owned jointly, each asset owner must be a Borrower on the Mortgage and/or on the title to the subject property • As of the Note Date, the Borrower must have access to withdraw the funds in their entirety, less any portion pledged as collateral for a loan or otherwise encumbered, without being subject to a penalty • Account funds must be located in a United States- or State-regulated financial institution and verified in U.S. dollars	• Provide account statement(s) covering a two-month period • For securities only, if the Borrower does not receive a stock/security account statement ○ Provide evidence the security is owned by the Borrower, and ○ Verify value using stock prices from a financial publication or web site • Documentation evidencing asset eligibility requirements are met • Sourcing deposits: ○ The broker must document the source of funds for any deposit exceeding 10% of the Borrower's total eligible assets in depository accounts and securities, and verify the deposit does not include gifts or borrowed funds, or reduce the eligible assets used to qualify the Borrower by the amount of the deposit ○ When the source of funds can be clearly identified from the deposit information on the account statement (e.g., direct payroll deposits) or other documented income or asset source in the



			Mortgage file, additional documentation is not required • Most recent two years tax returns and corresponding tax transcripts
	Assets from the sale of the Borrower's business	• The Borrower(s) must be the sole owner(s) of the proceeds from the sale of the business that were deposited to the depository or non-retirement securities account • Parties not obligated on the Mortgage may not have an ownership interest in the account that holds the proceeds from the sale of the Borrower's business • The proceeds from the sale of the business must be immediately accessible in their entirety • The sale of the business must not have resulted in the following: retention of business assets, existing secured or unsecured debt, ownership interest or seller-held notes to buyer of business	• Most recent three months' depository or securities account statements • Fully executed closing documents evidencing final sale of business to include sales price and net proceeds • Contract for sale of business • Most recent business tax return prior to sale of business • Satisfactorily documented evidence of the following: • Funds verified in the non-retirement account and used for qualification must have been derived from the sale of the Borrower's business • Most recent two years tax returns and corresponding tax transcripts

Assets/Reserves

Asset Requirements	• Beyond the minimum reserve requirements and to fully document the borrower's ability to meet their obligations, borrowers should disclose all liquid assets • Eligible assets must be held in a US account • Large deposits inconsistent with monthly income or deposits must be verified if using for down payment, reserves or closing costs • Broker is responsible for verifying large deposits did not result in any new undisclosed debt • Fannie Mae approved third party suppliers and distributors that generate asset verification reports are permitted for the purpose of verifying assets • Follow the requirements in the Fannie Mae Single Family Selling Guide except as detailed below
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- A written VOD as a stand-alone document is not acceptable
 - A system generated automated VOD may be used as a stand-alone documentation if provided by a verifiable institutional bank
- Gift Funds
 - Gift funds are permitted for reserves
- Business Funds
 - Not permitted for reserves
 - Cash flow analysis required using most recent three (3) months business bank statements to determine no negative impact to business. Business bank statements must be no older than the latest three months represented on the year-to-date profit and loss statement
 - Business bank statements must not reflect any NSF's (non-sufficient funds) or overdrafts
 - If borrower(s) ownership in the business is less than 100%, the following requirements must be met:
 - Borrower(s) must have majority ownership of 51% or greater
 - The other owners of the business must provide an access letter to the business funds
 - Borrower(s) % of ownership must be applied to the balance of business funds for use by borrower(s)
- Retirement Accounts
 - Eligibility Percentage to meet reserve requirements
 - If borrower is $\geq 59 \frac{1}{2}$, then 70% of the vested value after the reduction of any outstanding loans
 - If borrower is $< 59 \frac{1}{2}$, then 60% of the vested value after the reduction of any outstanding loans
 - Refer to Fannie Mae Selling Guide for liquidation of funds requirements
- Stocks, bonds and mutual funds do not require documentation of liquidation or of the borrower's actual receipt of funds when used for down payment or closing costs
- Virtual Currency is an ineligible asset type. Virtual currency must be exchanged into U.S. dollars to be acceptable for use as down payment, closing costs or reserves. Refer to Fannie Mae Selling Guide for additional details

Reserve Requirements (# of Months of PITIA)

Occupancy	Loan Amount	# of Months
Primary Residence	All loan amounts $\leq$ \$2,000,000	2



Borrowed Funds	Borrowed funds (secured or unsecured) are not allowed for reserves
Gift Funds	Gift funds are eligible for reserves
Projected Income	When projected income is used for qualifying, the borrower must document sufficient reserves to cover the monthly PITIA for each month between the Note date and the employment start date. These additional reserves are required in excess of the minimum PITIA reserve requirement stated above
Documentation	The statements must cover the most recent full two month period (60 days) of account activity. If account information is reported quarterly then the most recent quarterly statement is required

Interested Party Contributions	- Interested party contributions include funds contributed by the property seller, builder, real estate agent/broker, mortgage lender or their affiliates and/or any other party with an interest in the real estate transaction. The following restrictions for interested party contributions apply: - May only be used for closing costs and prepaid expensed and may not be used for down payment or reserves - Maximum interested party contributions may not exceed 3%
Seller Concessions	- All seller concessions must be addressed in the sales contract, appraisal and Closing Disclosure. A seller concession is defined as any interested party contribution beyond the allowable IPC limits stated above or any amounts not being used for closing costs or prepaid expenses - If a seller concession is present, both the appraised value and the sales price must be reduced by the concession amount for the purpose of calculating the LTV

Subordinate Financing

Subordinate Financing	Not permitted
Down Payment/Closing Cost Assistance	Down payment and closing cost assistance subordinate financing is not permitted

Property/Appraisal



Eligible Property Types	• 1 Unit Owner Occupied Properties • Condominiums – Must be Fannie Mae warrantable and meet Fannie Mae guidelines and project standards ◦ Florida new construction: Full review or PERS permitted • Cooperatives ◦ Must meet Fannie Mae Selling Guide requirements and project standards • Modular homes • Planned Unit Developments (PUDs) • Properties with ≤40 Acres ◦ Properties >10 acres ≤40 acres must meet the following: ▪ Maximum land value 35% ▪ No income producing attributes • Properties Subject to Existing Oil/Gas Leases must meet the following: ◦ Title endorsement providing coverage to the lender against damage to existing improvements resulting from the exercise of the right to use the surface of the land which is subject to an oil and/or gas lease ◦ No active drilling; Appraiser to comment or current survey to show no active drilling ◦ No lease recorded after the home construction date; Re-recording of a lease after the home was constructed is permitted ◦ Must be connected to public water
Ineligible Property Types	• 2-4 unit primary residences • Second home properties • Investment properties • Condotel/Condo Hotels • Leaseholds • Manufactured Homes/Mobile Homes • Mixed-Use Properties • Model Home Leasebacks • Non-Warrantable Condominiums • Properties with condition rating of C5/C6



	• Properties with quality rating of Q6 • Properties located in Hawaii in lava zones 1 & 2 • Properties located in areas where a valid security interest in the property cannot be obtained • Properties >40 acres • Properties with a private transfer fee covenant unless the covenant is excluded under 12CFR 1228 as an excepted transfer fee covenant • Tenants-in-Common projects (TICs) • Unique properties • Working farms, ranches or orchards
Appraisal Requirements	• One full appraisal is required • Transferred appraisals are not allowed • The subject property must be appraised within 120 days prior to the Note date • Appraisal Update (Form 1004D) is not permitted for appraisals that are over 120 days aged from Note date. A new full appraisal is required for loans where the appraisal effective date is greater than 120 days from the Note date <u>Third-Party Review</u> • One (1) of the following secondary valuation products is required to be ordered by the lender to support the appraised value: ○ Collateral Desktop Analysis (CDA) ordered from Clear Capital, or ○ A Consolidated Collateral Analysis (CCA XP) ordered from Consolidated Analytics, or ○ A RicherValues Oversight Report, or ○ Collateral Underwriter (CU) with a score of 2.5 or less is allowed in lieu of a CDA, CCA XP or RicherValues Oversight Report ▪ Maximum Loan amount \$1,500,000 ○ If the CDA, CCA XP or RicherValues Oversight Report returns a value that is “Indeterminate” or if the CDA, CCA XP or RicherValues Oversight Report indicates a lower value than the appraised value that exceeds a 10% tolerance, then one (1) of the following requirements must be met: ▪ A Clear Capital BPO, Consolidated Analytics BPO (Broker Price Opinion) or RicherValues Oversight Report along with a reconciliation of all valuation reports is required. The Value Reconciliation will be used for the appraised value of the property. ▪ A field review or 2nd full appraisal may be provided. The lower of the two values will be used as the appraised value of the property.
Property Flips	A property is considered a “flip” if either of the following are true:



	- The price in the borrower's purchase agreement exceeds the property Seller's acquisition price by more than 10% if the property Seller acquired the property 90 or fewer days prior to the date of the borrower's purchase agreement - The price in the borrower's purchase agreement exceeds the property Seller's acquisition price by more than 20% if the property Seller acquired the property 91-180 days prior to the date of the borrower's purchase agreement If the property is a "flip" as defined above, the following additional requirements apply: - A second appraisal must be obtained and a copy of the second appraisal must be provided to the borrower - The second appraisal must be dated prior to the loan consummation/note date. - The property Seller on the purchase contract must be the owner of record - Increases in value should be documented with commentary from the appraiser and recent comparable sales - Sufficient documentation to validate actual cost to construct or renovate (e.g., purchase contracts, plans and specifications, receipts, invoices, lien waivers, etc.) must be provided, if applicable - There can be no pattern of previous flipping as evidenced by multiple transfers in the last 12 months - Non-Arm's Length transactions are not permitted. Lender is responsible for reviewing chain of title. Particular due diligence should be exercised in cases of entity to entity transfers to ensure no red flags are present - The property must have been marketed openly and fairly, through a multiple listing service, auction, for sale by owner offering (documented) or developer marketing. The above requirements do not apply if the property seller is a bank that received the property as a result of foreclosure or deed-in-lieu
Construction to Permanent Financing	Single close construction to permanent transactions not permitted
Escrow Holdbacks	Not allowed unless the holdback has been disbursed and a certification of completion has been issued prior to purchase
Mortgage Insurance	Not required at the time of closing

Special Restrictions

Single Close Construction	Single close construction to permanent transactions not permitted
Multiple Financed Properties	Maximum number of financed properties – follow Fannie Mae Selling Guide requirements



	• All financed 1-4 unit residential properties require an additional six (6) months reserves for each property, unless the exclusions below apply • 1-4 unit residential financed properties held in the name of an LLC or other corporation can be excluded from the number of financed properties only when the borrower is not personally obligated for the mortgage • Ownership of commercial or multifamily (five (5) or more units) real estate is not included in this limitation
Properties Listed for Sale	• Properties currently listed for sale (at the time of application) are not eligible for refinance transactions • Properties listed for sale within six (6) months of the application date are acceptable if the following requirements are met: ○ Rate and Term refinance only ○ Documentation provided to show cancellation of listing ○ Acceptable letter of explanation from the borrower detailing the rationale for cancelling the listing
Single Loan Variances	• Single loan variances (SLVs) will not be granted on this product
Geographic Restrictions	Ineligible: • Alaska • Hawaii • Maine • Massachusetts • New York • North Dakota • Rhode Island • South Dakota • Vermont • West Virginia • Puerto Rico • Guam • American Samoa • Northern Marina Islands • U.S. Virgin Islands

