

Applicant Certification and Acknowledgement Form

1. The following items pertain to ALL Applicants, regardless of the Demographic Commitment selected:

- a. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
- b.. The Applicant acknowledges and certifies that the following information will be provided by the due date outlined below, or as otherwise outlined in the invitation to enter credit underwriting. Failure to provide the required information by the stated deadline shall result in the withdrawal of the invitation to enter credit underwriting:
 - (1) Within 7 Calendar Days of the date of the invitation to enter credit underwriting:
 - (a) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
 - (b) The unit mix for the proposed Development (number of bedrooms per unit, number of baths per unit, and number of units per bedroom type); and
 - (c) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable.
 - (2) Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
 - (a) Certification from a licensed environmental provider confirming that a Phase I environmental site assessment has been performed for the entire Development site, and, if applicable, a Phase II environmental site assessment has been or is being performed, as outlined in Item 1.h. of Exhibit C of the RFA;
 - (b) Confirmation that the proposed equity amount to be paid prior to or simultaneous with the closing of construction financing is at least 15 percent of the total proposed equity to be provided (the 15 percent criteria), subject to the following:
 - (i) If syndicating/selling the Housing Credits, there are two exceptions to the preceding sentence. First, if there is a bridge loan proposal within the equity proposal that provides for bridge loan proceeds that equal at least 15 percent of the amount of total proposed equity to be provided to be made available prior to or simultaneous with closing of construction financing, the 15 percent criteria will be met. Second, if there is a separate bridge loan proposal from either the equity provider, any entity that is controlled directly or indirectly by the equity provider, or a subsidiary of the equity provider's parent holding company, and the proposal explicitly proposes an amount to be made available prior to or simultaneous with the closing of construction financing that equals at least 15 percent of the total proposed equity to be paid stated in the equity proposal, the 15 percent criteria is met. Bridge loan proposals that are not within the equity proposal, though, must meet the criteria previously stated for debt financing with the exception that evidence of ability to fund does not have to be provided. The Applicant may include the proposed amount of the bridge loan as equity proceeds on the Construction or Rehabilitation Analysis and on the Permanent Analysis (Note: this 15 percent criteria must be reflected in the limited partnership agreement or limited liability company operating agreement); or

Applicant Certification and Acknowledgement Form

- (ii) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
 - (c) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
 - (d) Notification of the percentage of ownership of the Principals of the Applicant;
 - (e) The Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.c.(1) of the RFA; and
 - (f) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant, and for Elderly ALF only, Service Provider), as outlined in Item 1.h. of Exhibit C of the RFA. The team members so identified, and any future replacement thereof, must be acceptable to the Corporation and the Credit Underwriter.
- c. By submitting the Application, the Applicant acknowledges and certifies that:
- (1) The proposed Development will meet all state building codes, including the 2012 Florida Accessibility Code for Building Construction, adopted pursuant to Section 553.503, F.S., the Fair Housing Act as implemented by 24 CFR Part 100, Section 504 of the Rehabilitation Act of 1973 as outlined in Item 2.b. or 3.a., as applicable, of Exhibit C of the RFA, and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
 - (2) The name of the Applicant entity stated in the Application may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Carryover Allocation Agreement is in effect. In addition, as further outlined in Item 1.a. of Exhibit C of the RFA, (a) if the Applicant requests Housing Credits only, the Applicant entity shall be the recipient of the Housing Credits and may not change until after the Carryover Allocation Agreement is in effect, or (b) if the Applicant requests both Housing Credits and SAIL, the Applicant entity shall be the recipient of the Housing Credits and the borrowing entity for the SAIL funding and may not change until after the closing of the SAIL loan.
 - (3) If the Applicant applies as a Non-Profit entity and meets the requirements outlined in Section Four A.3.c. of the RFA to be considered to be a Non-Profit for purposes of this RFA, it must remain a Non-Profit entity and the Non-Profit entity must (i) receive at least 25 percent of the Developer's fee; and (ii) understand that it is the Non-Profit entity's responsibility to contractually ensure that it substantially and materially participates in the management and operation of the Development throughout the Compliance Period.
 - (4) The success of an Applicant in being selected for funding is not an indication that the Applicant will receive a positive recommendation from the Credit Underwriter or that the Development Team's experience, past performance or financial capacity is satisfactory. The past performance record, financial capacity, and any and all other matters relating to the Development Team, which consists of Developer, Management Company, General Contractor, Architect, Attorney, Accountant and, if Elderly ALF, Service Provider, will be reviewed during credit underwriting. The Credit Underwriter may require additional

Applicant Certification and Acknowledgement Form

information from any member of the Development Team including, without limitation, documentation on other past projects and financials. Development Teams with an unsatisfactory past performance record, inadequate financial capacity or any other unsatisfactory matters relating to their suitability may result in a negative recommendation from the Credit Underwriter.

- (5) The Principals of each Developer identified in the Application, including all co-Developers, may be changed only by written request of an Applicant to Corporation staff and approval of the Board after the Applicant has been invited to enter credit underwriting. In addition, any allowable replacement of an experienced Principal of a Developer entity must meet the experience requirements that were met by the original Principal.
- (6) The total number of units stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation. For Family, Elderly (ALF or Non-ALF) and Person with a Disability Demographic Developments, such increase is limited to the maximum total number of units permitted, as outlined in Section Four A.5.e. of the RFA.
- (7) The invitation to enter credit underwriting will be rescinded if it is determined that the proposed Development was placed in service prior to the year in which it received its Housing Credit allocation.
- (8) The proposed Development will include the required income set-aside units committed to in the Application. The Total Set-Aside Percentage stated in the Application may be increased after the Applicant has been invited to enter credit underwriting, subject to written request of an Applicant to Corporation staff and approval of the Corporation.
- (9) The applicable fees outlined in Item 1.g. of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapter 67-48, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- (10) The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation during the scoring, credit underwriting, and final allocation process, as outlined in Item 1.d. of Exhibit C of the RFA.
- (11) The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 1.i. of Exhibit C of the RFA: Progress Report (Form Q/M Report); Final Cost Certification Application Package (Form FCCAP); and Financial Reporting Form SR-1.
- (12) The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, and, if applicable, adequate insurance and financial statements provided for the Credit Underwriter's review, as outlined in Item 1.i. of Exhibit C of the RFA.
- (13) The Preliminary Recommendation Letter (PRL) for this Development will be due to the Corporation no later than 12 weeks after the invitation to enter credit underwriting has been accepted. Pursuant to paragraph 67-48.0072(21)(b), F.A.C., the Applicant is responsible for providing the Credit Underwriter with the information necessary to complete the PRL. If the

Applicant Certification and Acknowledgement Form

12 week deadline cannot be met due to any delay caused by the Applicant, the Applicant must request an extension by submitting a written request and payment of the applicable processing fee to the Corporation.

(14) If the proposed Development is not located in one of the counties identified at Section Four A.5.c.(3)(b) of the RFA and the Applicant indicated at question 5.c.(3) of Exhibit A that the proposed Development qualified for the Concrete Construction Funding Preference, during the credit underwriting process the Credit Underwriter will verify that the proposed Development meets the concrete criteria outlined in Section Four A.5.c.(3)(a) of the RFA. If this cannot be verified, all funding awarded under this RA will be rescinded.

- d. The Applicant acknowledges that any funding preliminarily secured by the Applicant is expressly conditioned upon any independent review, analysis and verification of all information contained in this Application that may be conducted by the Corporation, the successful completion of credit underwriting, and all necessary approvals by the Board of Directors, Corporation or other legal counsel, the Credit Underwriter, and Corporation staff.
- e. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees as may be requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the undersigned in reliance on a preliminary commitment by the Corporation. The Applicant commits that no qualified residents will be refused occupancy because they have Section 8 vouchers or certificates. The Applicant further commits to actively seek tenants from public housing waiting lists and tenants who are participating in and/or have successfully completed the training provided by welfare to work or self-sufficiency type programs.
- f. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
- g. The Applicant and all Financial Beneficiaries have read all applicable Corporation rules governing this RFA and have read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in Rule Chapter 67-48, F.A.C. The Applicant and all Financial Beneficiaries have read, understand and will comply with Section 42 of the Internal Revenue Code, as amended, and all related federal regulations.
- h. In eliciting information from third parties required by and/or included in this Application, the Applicant has provided such parties information that accurately describes the Development as proposed in this Application. The Applicant has reviewed the third party information included in this Application and/or provided during the credit underwriting process and the information provided by any such party is based upon, and accurate with respect to, the Development as proposed in this Application.
- i. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Forms 8821 for all Financial Beneficiaries in order to obtain a recommendation for a Housing Credit Allocation.

Applicant Certification and Acknowledgement Form

- j. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

2. Applicants with the Family, Elderly (ALF or Non-ALF), or Person with A Disability Demographic Commitment are also responsible for the following:

By submitting the Application, the Applicant acknowledges and certifies that:

- a. Within 21 Calendar Days of the date of the invitation to enter credit underwriting, confirmation that, if the proposed Development meets the definition of Scattered Sites, all Scattered Sites requirements that were not required to be met in the Application will be met, including that all features and amenities committed to and proposed by the Applicant that are not unit-specific shall be located on each of the Scattered Sites, or no more than 1/16 mile from the Scattered Site with the most units, or a combination of both.
- b. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet the unit mix requirements outlined in Item 2.a. of Exhibit C of the RFA.
- c. During credit underwriting, all funded Applications will be held to the number of RA units stated in the letter provided by the Applicant as Attachment 7 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.
- d. The proposed Development will include (i) all construction features commitments made by the Applicant at question 8 of Exhibit A, and (ii) all required construction features, as outlined in Item 2.b. of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.
- e. The proposed Development will include all resident programs commitments made by the Applicant at question 9.a., 9.b., or 9.c. of Exhibit A, as applicable. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- f. The Applicant irrevocably commits to set aside units in the proposed Development for a total of 50 years. Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the 50-year set aside period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the 50-year set aside period at any time prior to the expiration of its full term.
- g. The Applicant's commitments will be included in an Extended Use Agreement and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- h. If the Applicant indicated that the proposed Development will be assisted with RD funding, the Applicant acknowledges that the property is currently in the USDA RD loan portfolio and will remain in the USDA RD loan portfolio. In addition, if the Applicant indicated that the proposed Development will be assisted with funding under the RD 538 Program and expects to use such

Applicant Certification and Acknowledgement Form

funding as a source of financing, the Section 538 Selection letter sent to the Applicant by RD must be provided to the Credit Underwriter.

- i. If the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, by the deadline established in the Carryover Allocation Agreement, the Applicant shall develop and execute the required Memorandum of Understanding with a designated Special Needs Household Referral Agency and demonstrate HUD's approval of the owner-adopted preference in admission policies for the Development, as outlined in Section Four A.7.b.(2) of the RFA.

3. Applicants with the Elderly Transformative Preservation Demographic Commitment are also responsible for the following:

By submitting the Application, the Applicant acknowledges and certifies that:

- a. The proposed Development will include (i) all construction features commitments made by the Applicant at question 8 of Exhibit A, and (ii) all required construction features, as outlined in Item 3.a. of Exhibit C of the RFA. The quality of the features committed to by the Applicant is subject to approval of the Board of Directors.
- b. The proposed Development will include all resident programs commitments made by the Applicant at question 9.d. of Exhibit A. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- c. The Applicant's commitments will be included in an Extended Use Agreement and, if applicable, a Land Use Restriction Agreement, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- d. The Applicant shall provide the following information by the due date outlined in the invitation to enter credit underwriting:
 - (1) Outreach, Marketing and Tenant Selection Plan, as outlined at Item 3.b. of Exhibit C;
 - (2) Resident Services Coordination Plan, as outlined at Item 3.c. of Exhibit C;
 - (3) Plan to Assist Residents in Handling Urgent Issues, as outlined at Item 3.d. of Exhibit C; and
 - (4) Commitments/formal partnerships with a transportation provider, as outlined at Item 3.e. of Exhibit C.
- e. For proposed Developments that are currently in the Corporation's portfolio and proposed Developments that are not currently in the Corporation's portfolio, the Applicant irrevocably commits to set aside units in the proposed Development for the required minimum period of time, as further outlined in Section Four A.7.c.(5) of the RFA (i.e., the affordability period). Note: in submitting its Application, the Applicant knowingly, voluntarily and irrevocably commits to waive, and does hereby waive, for the duration of the required minimum affordability period the option to convert to market, including any option or right to submit a request for a qualified contract, after year fourteen (14), and any other option, right or process available to the Applicant to terminate (or that would result in the termination of) the required minimum affordability period at any time prior to the expiration of its full term.

Applicant Certification and Acknowledgement Form

- f. During the credit underwriting process, if the proposed Elderly Transformative Preservation Development is not currently in the Corporation’s portfolio, the Applicant must demonstrate that as of Application Deadline the proposed Development complied with the Federal Fair Housing Act requirement to rent at least 80 percent of its total units to residents that qualify as older persons pursuant to the Act. If this cannot be verified, all funding awarded under this RFA will be rescinded.
- g. During the credit underwriting process, the Applicant shall demonstrate the applicable agreements with primary home health and/or behavioral health providers, as outlined in Section Four A.15. of the RFA.
- h. As a condition of the acceptance of funding under either RFA, the Applicant shall be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Elderly Transformative Preservation provided through the RFAs. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes, including but not limited to (i) the public cost savings of housing linked with coordinated supportive services as alternatives to assisted living facilities and nursing homes; and (ii) whether access to on-site health services, along with affordable housing, leads to better health, improved social relationships and stability in the family and community. The Corporation may pursue the option to direct an independent evaluation, and in the course of the evaluation, may require awardees to submit administrative and other data to assess the effectiveness of the Development.

Under the penalties of perjury, I declare and certify that I have read the foregoing and that the information is true, correct and complete.

Signature of Applicant

Name (typed or printed)

Title (typed or printed)

NOTE: The Applicant must provide this form as Attachment 1 to the RFA. The Applicant Certification and Acknowledgement form included in the Application labeled “Original Hard Copy” must contain an original signature (blue ink is preferred).