

Exhibit B to RFA 2015-109 - Applicant Certification and Acknowledgement

1. The Applicant acknowledges and certifies that the information outlined in Item A of Exhibit D will be provided by the stated due dates outlined, 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.
2. By submitting this RFA, the Applicant acknowledges and certifies that all requirements of the RFA and commitments made by the Applicant will be provided for the proposed Development and its residents:
 - a. All requirements outlined in the RFA and all commitments made by the Applicant will be met. The quality of the construction features committed to by the Applicant is subject to approval of the Board of Directors;
 - b. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation;
 - c. The Non-Profit Applicant entity owns at least 51 percent of the ownership interest in the Development and will receive the greater of (i) 25 percent of the Developer fee; or (ii) the percentage of Developer fee committed to as stated amount at question C.3. of Exhibit A. (Developer fee is limited to 21 percent of the Development Cost as further outlined in Section Four, N.3.(1)(a));
 - d. The information outlined in Exhibit D will be provided within the timeframes prescribed by the Corporation and/or the Credit Underwriter;
 - e. The SAIL Applicant entity shall be the borrowing entity and cannot be changed until after loan closing. Replacement of the Applicant or a material change (33.3 percent or more of the Applicant, a General Partner of the Applicant, or a member of the Applicant) in the ownership structure of the named Applicant prior to loan closing shall result in disqualification from receiving funding and shall be deemed a material misrepresentation. Changes after loan closing require Board approval;
 - f. 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, and Accountant, will be reviewed during credit underwriting. The Credit Underwriter may require additional 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;

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- g. 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;
- h. 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;
- i. The Applicant's commitments will be included in the Land Use Restriction Agreements (LURAs) and must be maintained in order for the Development to remain in compliance, unless the Board approves a change;
- j. The applicable fees will be due as outlined in this RFA and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter;
- k. The Applicant acknowledges that any funding preliminarily secured by the Applicant is conditioned upon any independent review, analysis, and verification that may be conducted by the Corporation of all information contained in Application and/or subsequently provided, 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;
- l. If preliminary funding is approved, the Applicant will promptly furnish such other supporting information, documents, and fees requested or required. The Applicant understands and agrees that the Corporation is not responsible for actions taken by the Applicant 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;
- m. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation;
- n. As a condition of the acceptance of funding, all awardees may be required to cooperate with the Corporation or any contractors affiliated with the Corporation in the evaluation of the effectiveness of Permanent Supportive Housing provided through this RFA. The Corporation is interested in collecting evidence to demonstrate the extent to which these Developments meet expected outcomes;
- o. The Applicant has read all applicable Corporation rules and provisions governing this RFA and has read the instructions for completing this RFA and will abide by the applicable Florida Statutes and the credit underwriting and program provisions outlined in the RFA and Rule Chapter 67-48, F.A.C.;

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- p. When eliciting information from third parties required by this RFA and/or included in this Application, Applicant has provided such parties the information that accurately describes the Development. The Applicant has reviewed the third party information included in this Application and, to the best of the Applicant's knowledge, the information provided by any such party is based upon, and is accurate with respect to, the Development as proposed in this Application;
- q. The Applicant agrees and acknowledges that the Application will be subject to the Total Development Cost Per Unit Limitation, outlined in item C of Exhibit D, during the scoring, credit underwriting, and at the closing of the SAIL and ELI Loans;
- r. The Applicant agrees and acknowledges that the Financial Reporting Form SR-1 will be provided as outlined in Item G.5. of Exhibit D;
- s. The Applicant agrees and acknowledges that it will conform to the requirements as outlined Item G.5. of Exhibit D of the RFA regarding Section 504; the use of replacement reserve funds; Part IIIA, Sections 401 through 408 and 410, of the Fannie Mae Multifamily Delegated Selling and Servicing Guide; Part IIIA, Section 322, of the Fannie Mae Multifamily Selling and Servicing Guide; and Federal Regulations;
- t. The Respondent understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), Fla. Stat.; and
- u. The undersigned is authorized to bind all Financial Beneficiaries to this certification and warranty of truthfulness and completeness of the Application.

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)