

Applicant Certification and Acknowledgement Form

1. The Applicant certifies that the proposed Development can be completed and operating within the development schedule and budget submitted to the Corporation.
2. 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.
 - a. Within seven (7) Calendar Days of the date of the invitation to enter credit underwriting:
 - (1) Name and address of the chief elected official of the local jurisdiction where the proposed Development is located;
 - (2) Notification of the Applicant's eligibility for acquisition credits per Section 42 of the IRC, if applicable;
 - (3) Payment of the required TEFRA fee if receiving Corporation-issued MMRB, as outlined in Items 10.b. and 12.b. of Exhibit C;
 - (4) Applicant's Federal Identification Number. If the number has not yet been obtained, the Applicant will be required to provide a copy of the completed, submitted application for that number;
 - (5) If the Applicant is receiving Corporation-issued MMRB, the Credit Enhancer's Commitment or Bond Purchaser's Letter of Interest, including a contact person's name, address and telephone number, credit underwriting standards and an outline of proposed terms, must be provided. The stated amount of the Commitment or Letter of Interest shall not be less than the proposed principal amount of the bonds (including any proposed Taxable Bonds); and
 - (6) If the Applicant is using Non-Corporation-issued Tax-Exempt Bonds, a copy of the signed TEFRA letter which is Development-specific must be provided, along with the following documentation, as applicable:
 - (a) If the Credit Underwriting for the bonds is complete and it was prepared by a Credit Underwriter under contract with the Corporation, provide a complete copy of the final Credit Underwriting Report; or
 - (b) If the Credit Underwriting for the bonds has not been completed or has been completed by a credit underwriter not under contract with the Corporation, provide the name of the assigned credit underwriter and a copy of the inducement resolution or acknowledgement resolution awarding the bonds.

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- b. Within 21 Calendar Days of the date of the invitation to enter credit underwriting:
- (1) 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 13.b. of Exhibit C of the RFA;
 - (2) Confirmation that all construction features committed to and proposed by the Applicant shall be located on the Development site;
 - (3) 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;
 - (4) Notification of the percentage of ownership of the Principals of the Applicant. Upon the Applicant's acceptance of the invitation to enter credit underwriting, the Corporation will return the Principals of the Application and Developer(s) Disclosure Form that was part of the Applicant's uploaded Application. The Applicant will be required to enter the applicable percentages on the form and return the completed form to the Corporation;
 - (5) If the Applicant indicates at question 5.e.(3)(a) of Exhibit A that there are existing occupied units, the Applicant must provide to the Credit Underwriter a plan for relocation of existing tenants, as outlined in Section Four A.5.e.(3) of the RFA;
 - (6) Identity of the remaining members of the Development Team (i.e., inexperienced co-Developer(s), General Contractor, Architect, Attorney, Accountant and, if applicable, Service Provider), as outlined in Item 13.a. 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;

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- (7) 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:
- (a) 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
 - (b) If not syndicating/selling the Housing Credits, proceeds from a bridge loan will not count toward meeting the 15 percent criteria;
- (8) If the Applicant indicated at question 11.a.(3)(c)(i) of Exhibit A that the proposed Development is the first phase of a multiphase Development, the attorney opinion letter containing the information outlined in Section Four A.11.a.(3)(c)(i) of the RFA must be provided to the Corporation by the deadline stated in the invitation to enter credit;
- (9) If the Applicant indicated at question 11.a.(3)(c)(ii) of Exhibit A that the proposed Development is a subsequent phase of a multiphase Development and, during the credit underwriting process it is determined that the proposed Development does not meet the criteria for such distinction, the proposed Development will no longer be considered a subsequent phase of a multiphase Development.

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- (10) If the Non-Competitive Housing Credits requested in this Application will be used with Non-Corporation-issued Tax-Exempt Bonds and the Applicant indicates at question 11.a.(3)(b) of Exhibit A that the proposed Development is eligible for the basis boost, then the Applicant must provide a letter from the Development's bond-issuing agency certifying the date the bond application was deemed complete and stating whether the bond application process was competitive or non-competitive. A "complete application" means that no more than de minimis clarification of the application is required for the agency to make a decision about the issuance of bonds requested in the application. Non-Competitive Housing Credit Applicants must also comply with Section 42, IRC, regarding DDA/QCT qualifying date.
- c. During credit underwriting, the Applicant will develop a Tenant Eligibility and Selection Plan that includes standards and detailed procedures that guide the evaluation of all prospective tenants for residency in fulfillment of the Development's Link set-aside requirements. The plan should demonstrate how the Applicant will address income, credit, criminal and rental histories that might adversely affect the intended household's ability to lease safe and decent rental housing, while still taking into consideration the viability of the property and safety of the entire tenant population. The plan must include a strategy describing and committing to consider each of these households for tenancy on a case-by-case basis by the property management in addition to any third party information checks. The plan must also include a strategy describing how the Development will address the barriers posed by move-in costs, including application fees and all deposits. The final plan must be submitted by the Applicant to the Corporation before the Credit Underwriting Report is approved, and must be provided to the Link Referral Agency(s) with which the Applicant executes any Memorandums of Understanding.
3. By submitting the Application, the Applicant acknowledges and certifies that:
- a. 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 3 of Exhibit C), and the Americans with Disabilities Act of 1990 as implemented by 28 CFR Part 35, incorporating the most recent amendments, regulations and rules.
- b. 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 Applicant has been invited to enter credit underwriting. In addition, as further outlined in Item 2 of Exhibit C of the RFA, the Applicant entity shall be the recipient of the Non-Competitive Housing Credits and the borrowing entity for the SAIL loan and, if applicable, the MMRB loan, and may not change until after the closing of the loan(s).

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- c. 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.
- d. 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 Service Provider (if the proposed Development is an Elderly Assisted Living Facility), 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.
- e. 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.
- f. The total number of units stated in the Application may be increased up to the allowable limit 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.
- g. If the Elderly (ALF or Non-ALF) Demographic Commitment is selected, the proposed Development must meet all of the Elderly Demographic requirements for the applicable demographic commitment as outlined in Items 1, 3, and 4 of Exhibit C of the RFA.
- h. During credit underwriting, all funded Applications will be held to the number of RA units stated in the applicable letter provided by the Applicant as Attachment 6 to Exhibit A. This requirement will apply throughout the entire Compliance Period, subject to Congressional appropriation and continuation of the rental assistance program.

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- i. The Applicant's commitments will be included in (i) a Land Use Restriction Agreement(s) for the SAIL loan, the ELI Loan, if applicable, and the MMRB loan, if applicable, and (ii) an Extended Use Agreement for the Non-Competitive Housing Credits, and must be maintained in order for the Development to remain in compliance, unless the Board approves a change.
- j. The proposed Development will include (i) all construction features commitments made by the Applicant at question 9.a. of Exhibit A, and (ii) all required construction features applicable to the proposed Development, as outlined in Item 3 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.
- k. The proposed Development will include (i) all resident programs commitments made by the Applicant at question 9.b. of Exhibit A, and (ii) all required resident programs applicable to the Demographic selected, as outlined in Item 4 of Exhibit C of the RFA. The quality of the resident programs committed to by the Applicant is subject to approval of the Board of Directors.
- l. 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.
- m. 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.
- n. The applicable fees outlined in Item 10 of Exhibit C of the RFA will be due as outlined in this RFA, Rule Chapters 67-48 and 67-21, F.A.C., and/or as otherwise prescribed by the Corporation and/or the Credit Underwriter.
- o. 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 Non-Competitive Housing Credit allocation process, as outlined in Item 7 of Exhibit C of the RFA.
- p. The Applicant agrees and acknowledges that the following information and documentation will be provided as outlined in Item 11 of Exhibit C of the RFA: Final Cost Certification Application Package (Form FCCAP) and Financial Reporting Form SR-1.

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- q. The Applicant agrees and acknowledges that it will conform to the requirements regarding the use of replacement reserve funds, adequate insurance, and financial statements provided for the Credit Underwriter's and Corporation's review, as outlined in Item 11 of Exhibit C of the RFA.
- r. Applicants that select the Family or Elderly Non-ALF Demographic Commitment is selected at question 2 of Exhibit A, as outlined in Section Four A.7.b.(2)(b) of the RFA, agree to and acknowledge the Link requirements stated in Exhibit E of the RFA .
- s. Applicants with proposed Developments located in Miami-Dade County must provide and maintain at least \$3 million in Local Government commitments within the permanent sources of financing. The funding must be utilized by the Applicant as a funding source for the proposed Development. At the closing of the SAIL Loan, if it is determined that the Applicant has not closed on at least \$3 million in Local Government funding as provided in the Application, the Corporation will rescind the Applicant's SAIL award. Should the Applicant still wish to receive the MMRB and/or Non-Competitive Housing Credits, the Applicant will be required to submit a new Application for such funding using the Non-Competitive Application Package that is in effect at that time.
- t. The Tax-Exempt Bonds credit underwriting process shall be accomplished as outlined in (1) or (2) below:
- (1) If using Non-Corporation-issued Tax-Exempt Bonds, the following will apply:
- (a) If the final Credit Underwriting Report (CUR) for the bonds was prepared by a Credit Underwriter under contract with the Corporation and is provided as outlined in Item 2.a.(6)(a) above, the Credit Underwriter will prepare an update to the final bonds CUR to ensure compliance with the requirements of Section 42 of the IRC, as amended. The Preliminary Determination for the Non-Competitive HC will be issued upon completion of a satisfactory CUR update; or
- (b) If the Credit Underwriting Report (CUR) for the bonds has not been completed or has been completed by a credit underwriter not under contract with the Corporation and the required information is provided as outlined in Item 2.a.(6)(b) above, the Credit Underwriter will prepare a CUR in accordance with:
- (i) The requirements of paragraph 67-21.028(2)(d), F.A.C., if the Bonds are issued by a County Housing Finance Authority (established under Section 159.604, F.S.) The Preliminary Determination for the Non-Competitive HC will be issued upon completion of a satisfactory CUR; or

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- (ii) The requirement outlined in Item 11.f. of Exhibit C of the RFA if the Bonds are issued by a Public Housing Authority (established under Chapter 421, F.S.) or a Local Government. The Preliminary Determination for the Non-Competitive HC will be issued upon completion of a satisfactory CUR.
- (2) If using Corporation-issued MMRB, the proposed Development will be subjected to the Credit Underwriting requirements that pertain to MMRB and Non-Competitive HC, as set out in Rule Chapter 67-21, F.A.C.
- u. In exchange for receiving funding from Florida Housing, Florida Housing reserves the authority to restrict the disposition of any funds remaining in any operating deficit reserve(s) after the term of the reserve's original purpose has terminated or is near termination. Authorized disposition uses are limited to payments towards any outstanding loan balances of the Development funded from Florida Housing, any outstanding Florida Housing fees, any unpaid costs incurred in the completion of the Development (i.e., deferred Developer fee), the Development's capital replacement reserve account (provided however, that any operating deficit reserve funds deposited to the replacement reserve account will not replace, negate, or otherwise be considered an advance payment or pre-funding of the Applicant's obligation to periodically fund the replacement reserve account), the reimbursement of any loan(s) provided by a partner, member or guarantor as set forth in the Applicant's organizational agreement (i.e., operating or limited partnership agreement), and, in the case of a Development with a Homeless or Persons with Special Needs Demographic Commitment, another operating deficit reserve whereby its final disposition remains under this same restriction. The actual direction of the disposition is at the Applicant's discretion so long as it is an option permitted by Florida Housing. In no event shall the payment of amounts to the Applicant or the Developer from any operating deficit reserve established for the Development cause the Developer fee or General Contractor fee to exceed the applicable percentage limitations provided for in this RFA.
4. 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 the 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, Bond Counsel, if applicable, the Credit Underwriter, and Corporation staff.
 5. 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. For Applications with the Family Demographic, the Applicant further commits to actively seek tenants from public

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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.

- 6. By Certificate of Occupancy, the Applicant commits to participate in the statewide housing locator system, as required by the Corporation.
- 7. 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 Chapters 67-21 and 67-48, F.A.C., and if applicable, Exhibit D of the RFA. 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.
- 8. 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.
- 9. The undersigned understands and agrees that in the event that the Applicant is invited into credit underwriting, the Applicant must submit IRS Form 8821 for all Financial Beneficiaries and all natural person Principals disclosed on the Principals of the Applicant and Developer(s) Disclosure Form (Form Rev. 08-16) in order to obtain a recommendation for the funding awarded under this RFA.
- 10. The Applicant understands and agrees to cooperate with any audits conducted in accordance with the provisions set forth in Section 20.055(5), F.S.
- 11. 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)

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).