

## STATEMENT OF APPLICATION AND CERTIFICATION FOR OWNERSHIP ENTITY

Development Name: \_\_\_\_\_ (the "Development")

Development Owner Entity: \_\_\_\_\_ (the "Development Owner")

I, the undersigned, being duly sworn, hereby certify as follows:

1. I am \_\_\_\_\_ of the Development Owner identified above and identified in the Carryover Application for Low-Income Housing Credits dated \_\_\_\_\_ (the "Application") being submitted to the Tennessee Housing Development Agency ("THDA") with this Statement.
2. I have personal knowledge regarding the Development and the Application and am familiar with requirements related to Low-Income Housing Credits ("Housing Credits") contained in the Internal Revenue Code of 1986, as amended (the "Code"), the U.S. Treasury Regulations promulgated in connection therewith, (the "Regulations") and the THDA 2019-2020 Low-Income Housing Credit Qualified Allocation Plan (the "2019-2020 QAP").
3. To the best of my knowledge and belief, the Development Owner has complied, or will comply with all of the requirements related to Housing Credits contained in the Code, the Regulations, and the 2019-2020 QAP.
4. I acknowledge and affirm each of the following:
  - a. This Application will not be eligible for Housing Credits or an award of Housing Credits will be withdrawn if satisfactory information and/or materials are not supplied to THDA in accordance with the 2019-2020 QAP.
  - b. Any reservation or allocation of Housing Credits, or the amount thereof, if any, is subject, in all respects, to (i) all requirements of the 2019-2020 QAP; (ii) all applicable requirements of the Code, and (iii) all applicable requirements of the Regulations.
  - c. As required by Section 42(m) of the Code, THDA will evaluate the amount of Housing Credits appropriate for the Development, if any, in connection with the Application, at the time of carryover and at the time the Development is placed in service. The amount of Housing Credits made available to the Development, if any, will be as determined by THDA in its sole discretion. Consequently, the amount of any Housing Credits reserved to the Development, if any, may be different from the amount requested in the Application; the amount of Housing Credits reflected in the carryover documentation, if any, may be different from the amount reflected in a Reservation Notice, if any; and the amount of Housing Credits reflected in the IRS Form 8609, if any, may be different from the amount reflected in the carryover documentation, if any.
  - d. A reservation or an allocation of Housing Credits by THDA is not a warranty or representation that the Development meets Code or Regulations requirements applicable to Housing Credits or meets requirement contained in the 2019-2020 QAP.
  - e. THDA has made no representations about the effects of Housing Credits upon my taxes or that of any other person connected with this Development.
  - f. Neither THDA nor any of its directors, officers, employees and agents are responsible or liable for any representations made in connection with the Housing Credit program.

- g. I assume the risk of all damages, losses, costs and expenses related to participation in the Housing Credit program and agree to indemnify and save harmless THDA and all of its directors, officers, employees and agents against any and all claims, suits, losses, damages, costs and expenses (including all court costs and attorney's fees) of any kind and of any nature that THDA may hereinafter suffer, incur, or pay arising out of its decisions concerning Housing Credits or the use of information related to the Housing Credit program.
  - h. Any misrepresentations in any materials or documentation submitted to THDA to induce THDA to reserve or allocate Housing Credits to the Development Owner for the Development may result in a reduction or withdrawal of Housing Credits by THDA, a bar on future program participation, and/or notification of the Internal Revenue Service.
5. To the best of my knowledge and belief, the information contained in the Application, in any Attachments in support thereof, or documentation otherwise submitted to THDA in connection with the Development is true, correct, and complete and is truly descriptive of the Development.
6. I acknowledge that Tennessee Code Annotated, Section 13-23-133, makes it a Class E felony for any person to knowingly make, utter or publish a false statement of substance for the purpose of influencing THDA to allow participation in any of its programs, including the Low-Income Housing Credit Program. I further acknowledge that the statements contained in the Application, all relevant Attachments and this Statement are statements of substance made for the purpose of influencing THDA to award Low-Income Housing Credits to the Application of which this Statement is a part.

DEVELOPMENT OWNER:

\_\_\_\_\_  
 Ownership Entity Name

BY: \_\_\_\_\_

(signature)

\_\_\_\_\_  
 (print or type name)

\_\_\_\_\_  
 (title)

\_\_\_\_\_  
 (date)

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

Before me, \_\_\_\_\_, a Notary Public of the state and county mentioned, personally appeared \_\_\_\_\_, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who, upon oath, acknowledged herself/himself to be a/the \_\_\_\_\_ of \_\_\_\_\_, the within named bargainor, and that she/he, as such \_\_\_\_\_, executed the foregoing instrument for the purpose therein contained, by signing the name of the \_\_\_\_\_ by herself/himself as \_\_\_\_\_.

Witness my hand and seal, at office, this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [Year].

\_\_\_\_\_  
 Notary Public

My Commission Expires: \_\_\_\_\_

[SEAL]